



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

**Monday, February 28, 2022
Regular Meeting - 4:00 P.M.**

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

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

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

To listen to this Regular Board Meeting:

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

Meeting ID: 845 0598 2665 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/84505982665>

	1.	Call to Order.
	2.	Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
	3.	Roll Call.
Motion	4.	Approve Minutes of the Union Sanitary District Board Meeting of February 14, 2022.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of February 16, 2022.
Information	6.	January 2022 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)</i> .
	7.	Written Communications.
	8.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	9.	Consider Authorizing Payment for City of Newark Overlay Project 1250 <i>(to be reviewed by the Budget & Finance Committee)</i> .
Motion	10.	Consider a Resolution Approving an Easement Acquisition Agreement with Alameda County Flood Control and Water Conservation District for the Purchase of a Sanitary Sewer Easement and an Access Easement Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	11.	Consider a Resolution to Quitclaim an Existing Sanitary Sewer Easement to Bertelson Pre Cast Steps, Inc. and Alameda County Flood Control & Water Conservation District Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	12.	Authorize the General Manager to Execute Task Order No. 3 with Hazen and Sawyer to provide Engineering Services During Construction for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basin Modifications Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	13.	Authorize the General Manager to Execute Task Order No. 3 with Brown and Caldwell for the Standby Power Generation System Upgrade Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	14.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Standby Power Generation System Upgrade Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .

Motion	15. Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Tanner Pacific, Inc. for the Aeration Blower No. 11 Project and Centrifuge Building Improvements Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	16. Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361.
Information	17. Bay Area Air Quality Management District Permitting Process Update for the Enhanced Treatment and Site Upgrade Phase 1A Project <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Information	18. Report on the East Bay Dischargers Authority Meeting of January 26, 2022.
Information	19. COVID-19 Update.
Information	20. Check Register.
Information	21. Committee Meeting Reports. <i>(No Board action is taken at Committee meetings):</i> <ol style="list-style-type: none"> Budget & Finance Committee – Wednesday, February 23, 2022, at 10:30 a.m. <ul style="list-style-type: none"> Director Lathi and Director Toy Engineering and Information Technology Committee – Friday, February 25, 2022, at 10:00 a.m. <ul style="list-style-type: none"> Director Kite and Director Fernandez Legal/Community Affairs Committee – Friday, February 25, 2022, at 2:00 p.m. <ul style="list-style-type: none"> Director Lathi and Director Handley Legislative Committee – will not meet. Personnel Committee – will not meet.
Information	22. General Manager’s Report. <i>(Information on recent issues of interest to the Board)</i> .
	23. Other Business: <ol style="list-style-type: none"> Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i> Scheduling matters for future consideration.
	24. Adjournment – The Board will adjourn to a Board Workshop to be held virtually on Monday, March 7, 2022, at 4:00 p.m.
	25. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, March 14, 2022, at 4:00 p.m.

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



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, February 23, 2022
10:30 A.M.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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

Karen W. Murphy
Attorney

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email anytime during the meeting at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of February 28, 2022:

- January 2022 Monthly Operations Report – Financial Reports
- Consider Authorizing Payment for City of Newark Overlay Project 1250

5. Adjournment

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

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



ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Kite and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

**Friday, February 25, 2022
10:00 A.M.**

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

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of February 28, 2022:

- Authorize the General Manager to Execute Task Order No. 3 with Hazen and Sawyer to provide Engineering Services During Construction for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basin Modifications Project
 - Authorize the General Manager to Execute Task Order No. 3 with Brown and Caldwell for the Standby Power Generation System Upgrade Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Standby Power Generation System Upgrade Project
 - Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Tanner Pacific, Inc. for the Aeration Blower No. 11 Project and Centrifuge Building Improvements Project
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5. Adjournment

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

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



**LEGAL/COMMUNITY AFFAIRS
COMMITTEE MEETING**

Committee Members: Director Handley and Director Lathi

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, February 25, 2022

2:00 P.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email anytime during the meeting at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of February 28, 2022:

- January 2022 Monthly Operations Report – Odor and Work Group Reports
 - Consider a Resolution Approving an Easement Acquisition Agreement with Alameda County Flood Control and Water Conservation District for the Purchase of a Sanitary Sewer Easement and an Access Easement Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City
 - Consider a Resolution to Quitclaim an Existing Sanitary Sewer Easement to Bertelson Pre Cast Steps, Inc. and Alameda County Flood Control and Water Conservation District Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City
 - Bay Area Air Quality Management District Permitting Process Update for the Enhanced Treatment and Site Upgrade Phase 1A Project
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5. Adjournment

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

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
February 14, 2022**

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

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Jose Rodrigues, Collection Services Manager
Raymond Chau, Interim Technical Services Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Allan Briggs, Interim Capital Improvements Projects Team Coach
Marcus Lee, Treatment and Disposal Services Coach
Scott Martin, Fabrication, Maintenance, and Construction Coach
May Bautista, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
JANUARY 24, 2022**

It was moved by Director Handley, seconded by Secretary Fernandez, to Approve the Minutes of the Board Meeting of January 24, 2022. Motion carried with the following vote:

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

ABSTAIN: None
ABSENT: None

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF JANUARY 27, 2022

It was moved by Vice President Lathi, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of January 27, 2022. Motion carried with the following vote:

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

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

CONSIDER AN EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT FOR ANNUAL AUDITING SERVICES WITH LANCE, SOLL & LUNGHARD, LLP, CERTIFIED PUBLIC ACCOUNTANTS FOR ONE YEAR

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the District has engaged Lance, Soll & Lunghard, LLP (LSL) for auditing services for the past five years. The previous contract expired with the completion of the fiscal year 2020/21 Annual Comprehensive Finance Report (ACFR). Staff is recommending an extension of the LSL contract for a 6th year, to be followed by a formal RFP for auditing services in the Fall of 2022. The reasons for the proposed extension were detailed in the Board meeting packet. Staff reached out to LSL and they are agreeable to the one year extension at a not to exceed price of \$41,965, which is in line with the previous year's pricing. Staff recommended the Board consider a one year extension of the existing professional services contract for auditing services with Lance, Soll & Lunghard, LLP for fiscal year 2021/22.

It was moved by Vice President Lathi, seconded by Director Toy, to Approve a One Year Extension of the Existing Professional Services Contract for Auditing Services with Lance, Soll & Lunghard, LLP, Certified Public Accountants for One Year. Motion carried with the following vote:

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

AWARD THE CONSTRUCTION CONTRACT FOR THE STANDBY POWER GENERATION SYSTEM PROJECT TO CLARK CONSTRUCTION GROUP

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the Project was advertised for bids October 26, 2021, and the six bids received were opened December 16, 2021. Results of the bids received were included in the Board meeting packet. The Engineer's Estimate for the Project's Total Contract Price was \$26,000,000; the bids ranged from 18.7% below to 15.4% above the Engineer's Estimate. The Total Contract Price includes three bid alternates: Bid Alternate A is for providing Builder's Risk Insurance, Bid Alternate B is for providing "Act of God" Insurance, and Bid Alternate C is for the demolition of the six existing standby generators and associated equipment after the new standby generator system becomes operational.

Staff reviewed the apparent low bid submitted by Clark and found three minor irregularities that were detailed in the Board meeting packet. District legal counsel determined the three minor irregularities could be waived as minor by the District. No bid protests were received by the District. Clark confirmed they will construct the Project as bid. The District applied for a Clean Water State Revolving Fund (SRF) loan to fund the Project and received approval from the State Water Resources Control Board for a loan amount up to \$33,435,000. The SRF loan agreement is anticipated to be executed in Spring 2022. The District's current fiscal model included the SRF loan for this project in its forecasts and projections. Clark will have 760 calendar days to complete the Project from Notice to Proceed, which will place estimated substantial completion in April 2024. Staff recommended the Board waive three minor bid irregularities in the apparent low bid and award the construction contract, including Bid Alternates A, B, and C, for the Standby Power Generation System Upgrade Project to Clark Construction Group – California, LP in the amount of \$21,135,320.

It was moved by Secretary Fernandez, seconded by Director Handley, to Waive the Three Minor Bid Irregularities in the Apparent Low Bid and Award the Construction Contract, Including Bid Alternates A, B, and C, for the Standby Power Generation System Upgrade Project to Clark Construction Group – California, LP in the Amount of \$21,135,320. Motion carried with the following vote:

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

AWARD THE CONSTRUCTION CONTRACT FOR THE IRVINGTON BASIN REINFORCED CONCRETE PIPE REHABILITATION PROJECT TO INSITUFORM TECHNOLOGIES, LLC

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the Project was advertised for bids December 14, 2021, and the four bids received were opened January 13, 2022. Details of the bids received were included in the Board meeting packet. Since the Project includes two bid alternates of high value, staff decided to utilize the "blind bid" process where the determination of the apparent lowest bidder is based upon an evaluation of the

Base Bid and Bid Alternates in accordance with a process that prevents any information that would identify any of the bidders, proposed subcontractors, or suppliers from being revealed to the District evaluation team prior to ranking from lowest to highest. After assessing the Project scope, bid prices, and reviewing the Capital Improvement Program budget, the evaluation team decided to include the Base Bid and both Bid Alternates in determining the apparent lowest bidder. The Engineer's Estimate for the Project's Total Contract Price was \$5,662,000; the bids ranged from 6.6% below to 24.5% above the Engineer's Estimate. The Total Contract Price includes two bid alternates: Bid Alternate A is for rehabilitating the trunk sewer mains using cured-in-place pipe (CIPP) in the Project's Area A, and Bid Alternate B is for rehabilitating the trunk sewers using CIPP in the Project's Area B. Staff found one minor irregularity in the apparent low bid submitted by Insituform, details of which were included in the Board meeting packet, and District counsel recommended the minor bid irregularity be waived. No bid protests were received and Insituform confirmed they will construct the Project as bid. Insituform will have 290 calendar days to complete Project construction, which places estimated substantial completion in December 2022. Staff recommended the Board waive one minor irregularity in the apparent low bid and award the construction contract, including Bid Alternates A and B, for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project to Insituform Technologies, LLC in the amount of \$5,290,884.

It was moved by Director Toy, seconded by Director Handley, to Waive One Minor Irregularity in the Apparent Low Bid and Award the Construction Contract, Including Bid Alternates A and B, for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project to Insituform Technologies, LLC in the Amount of \$5,290,884. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH ENVIRONMENTAL SCIENCE ASSOCIATES FOR THE SEA LEVEL RISE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN STUDY

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the purpose of Task Order No. 1 is to authorize Environmental Science Associates (ESA) to conduct a Sea Level Rise (SLR) vulnerability assessment of the District's infrastructure adjacent to the Bay shoreline and tributaries. The adaptation plan will utilize the vulnerability assessment and will build on general strategies presented in the 2013 Preliminary Study of the Effect of Sea Level Rise on District Infrastructure. The new study is intended to re-evaluate the recommendations from the previous report utilizing revised sea level rise estimates. The vulnerability assessment will include development of coast hazard maps for short-term (2030), mid-term (2050), and long-term (2100) time horizons and will be based on current state and regional SLR projections and guidance. The adaptation plan will include detailed measures to adapt District facilities to SLR with planning level cost information. Staff anticipates ESA will complete the Study by Fall 2022. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with

Environmental Science Associates in the amount of \$162,135 for the Sea Level Rise Vulnerability Assessment and Adaptation Plan Study.

It was moved by Secretary Fernandez, seconded by Director Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Environmental Science Associates in the Amount of \$162,135 for the Sea Level Rise Vulnerability Assessment and Adaptation Plan Study. Motion carried with the following vote:

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

CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361

District Counsel Murphy stated AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. The District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The proposed resolution includes findings required by AB 361 to allow the District to hold teleconferenced meetings. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

It was moved by Director Toy, seconded by Director Handley, to Adopt Resolution No. 2955 Authorizing the Use of Teleconference Meetings in Compliance with AB 361. Motion carried with the following vote:

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

INFORMATION ITEMS:

Board Expenses for 2nd Quarter of Fiscal Year 2022

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated there were no Board expenditures during the second quarter of Fiscal Year 2022.

Report on the East Bay Dischargers Authority Meeting of December 16, 2021

Director Toy provided an overview of the EBDA Commission meeting minutes included in the Board meeting packet.

COVID-19 Update

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

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

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

GENERAL MANAGER'S REPORT:

- General Manager Eldredge shared a photo and video of the recently completed emergency outfall located behind the Treatment Plant.

OTHER BUSINESS:

Vice President Lathi stated she attended the Alameda County Water District Financing Authority meeting on February 10, 2022.

ADJOURNMENT:

The Board adjourned the meeting at 4:41 p.m. to a Special Board Meeting to be held virtually on Wednesday, February 16, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 28th day of February 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 16, 2022**

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

CALL TO ORDER

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

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:40 p.m. to the next Regular Board Meeting to be held Monday, February 28, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 28th day of February, 2022



Union Sanitary District

Monthly Operations Report

January 2022



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2022 MONTHLY OPERATIONS REPORT

The January 2022 Monthly Operations Reports highlights the District's performance in the following areas:

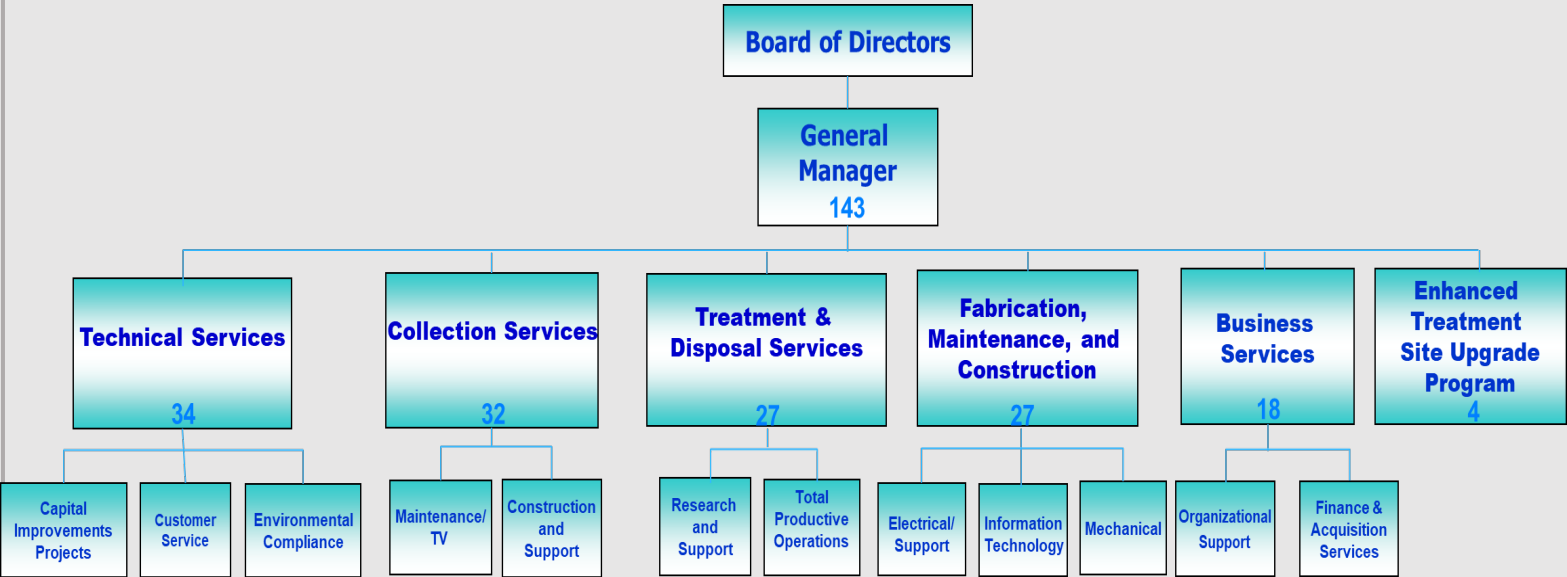
- **Organizational Overview**
- **Financial Reports**
 - Budget and Finance Report
 - Investment Portfolio
 - Portfolio Holdings by Asset Class and by Maturity Range
- **Customer Relations**
 - Odor Investigations and Response
 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **Maintenance Report**
 - Collection System
 - Plant and Pump Stations
 - Information Technology
- **Capital Improvement Projects (CIP) Report**
 - Current Construction Projects
 - Studies and Designs
- **Permitting and Inspections**
- **Staffing and Personnel**



Organizational Overview

2022 MONTHLY OPERATIONS REPORT

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



Executive Team

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



Financial Report

2022 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2022

Year-to-date as of 01/31/22

58.3% of year elapsed

Revenues

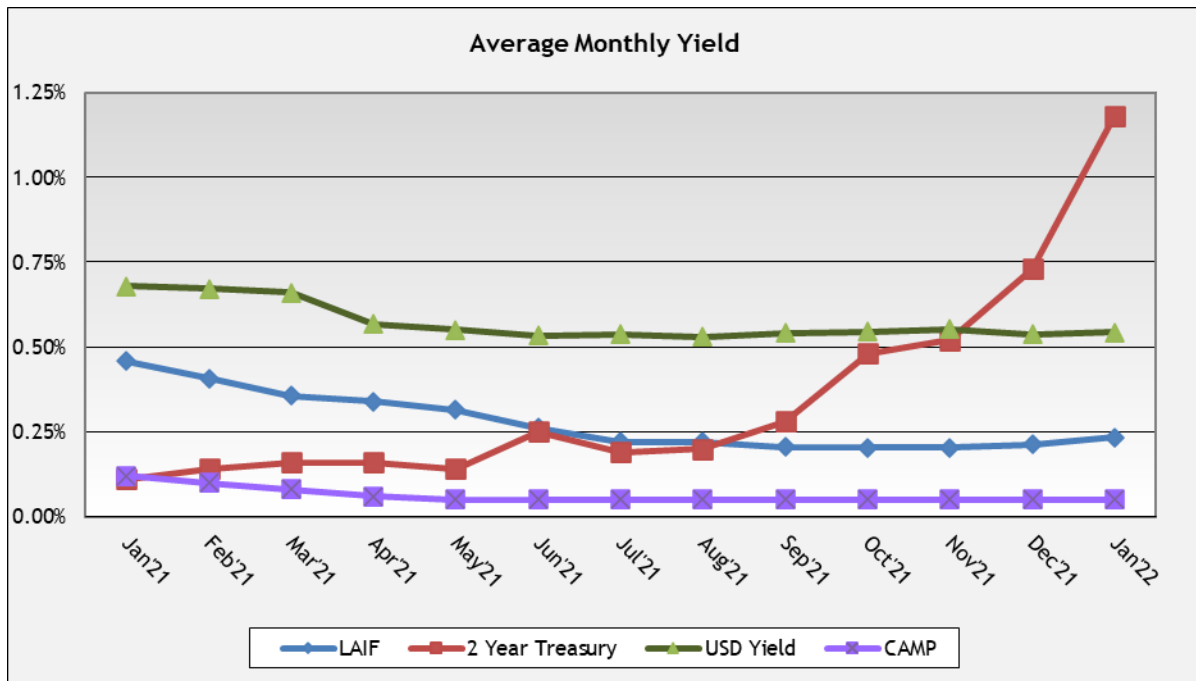
	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/21
Capacity Fees	\$ 4,949,820	\$ 3,231,994	65%	\$ 9,358,209
Sewer Service Charges	74,716,000	37,319,786	50%	62,142,806
Operating (Includes work groups and fund 85)	1,260,900	721,709	57%	1,315,019
Interest	1,085,000	532,124	49%	1,438,294
Misc. (Annex fees, forfeited deposits)	50,000	1,583,406	3167%	17,720
Subtotal Revenues	<u>\$ 82,061,720</u>	<u>\$ 43,389,018</u>	<u>53%</u>	<u>\$ 74,272,049</u>
Bond Proceeds	110,000,000	110,626,705	100.6%	-
Total Revenues + Bond Proceeds	\$ 192,061,720	\$ 154,015,723	80%	\$ 74,272,049

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 14,949,000	\$ 6,084,005	41%	\$ 21,520,168
Renewal & Repl. Proj.	28,240,200	7,373,053	26%	11,598,759
Operating (includes fund 85)	46,905,403	24,804,739	53%	45,515,755
Special Projects	3,960,104	122,883	3%	714,462
Retiree Medical (ADC)	1,421,401	1,156,912	81%	133,279
115 Pension Trust	3,000,000	-	0%	-
Vehicle & Equipment	125,000	-	0%	144,181
Information Systems	940,000	214,691	23%	502,358
Plant & Pump Stat. R&R	400,000	195,210	49%	162,400
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	115,000	55,863	49%	111,142
Debt Servicing:				
SRF Loans	-	7,532	0%	-
Bonds	12,019,092	4,336,534	36%	4,287,915
WIFIA	-	353,566	0%	100,000
Total Expenses	<u>\$ 112,075,200</u>	<u>\$ 44,704,988</u>	<u>40%</u>	<u>\$ 84,790,419</u>
Total Revenue & Proceeds less Expenses	\$ 79,986,520	\$ 109,310,735		(10,518,370)

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Sep'21	Oct'21	Nov'21	Dec'21	Jan'22
LAIF	0.21%	0.20%	0.20%	0.21%	0.23%
2 Year Treasury	0.28%	0.48%	0.52%	0.73%	1.18%
USD Yield	0.54%	0.55%	0.55%	0.54%	0.54%
CAMP	0.05%	0.05%	0.05%	0.05%	0.05%

LAIF: Local Agency Investment Fund Yield

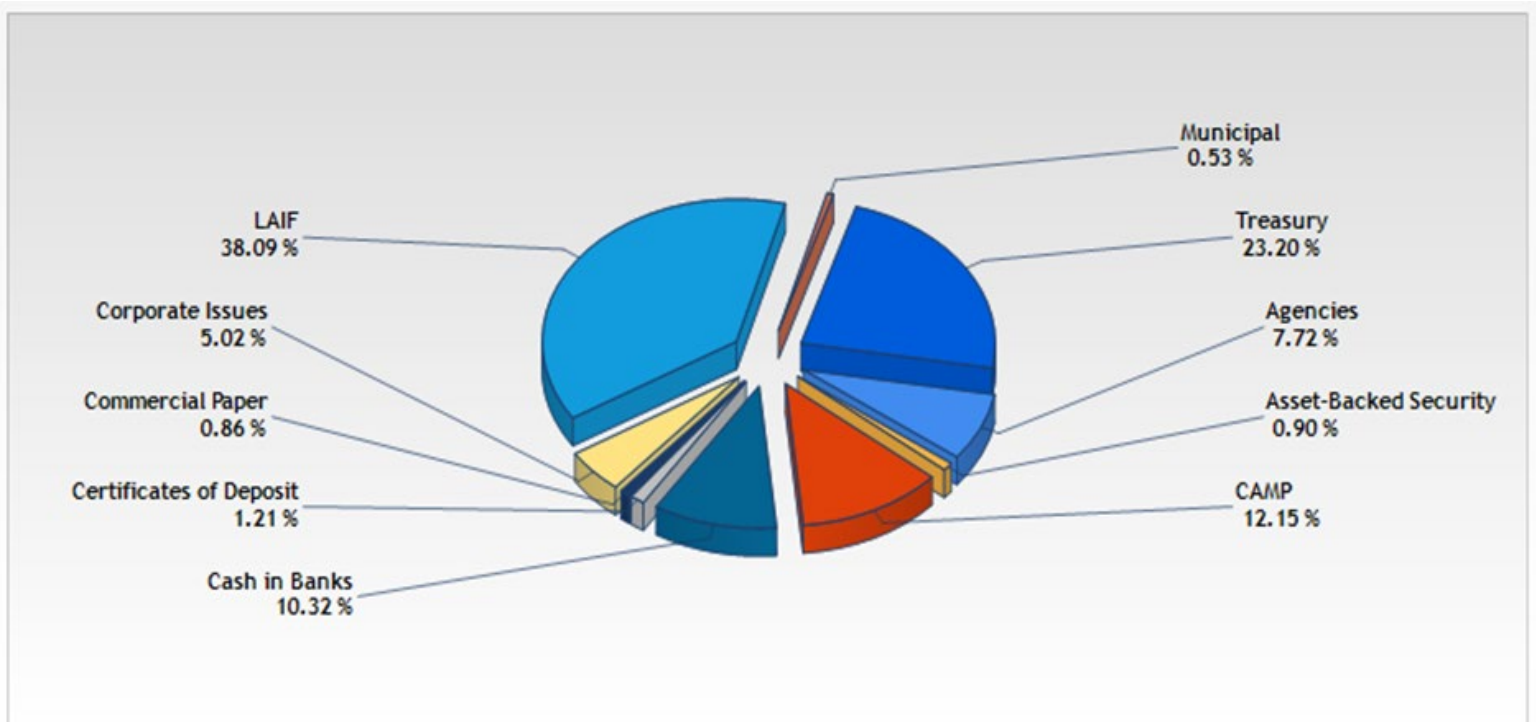
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

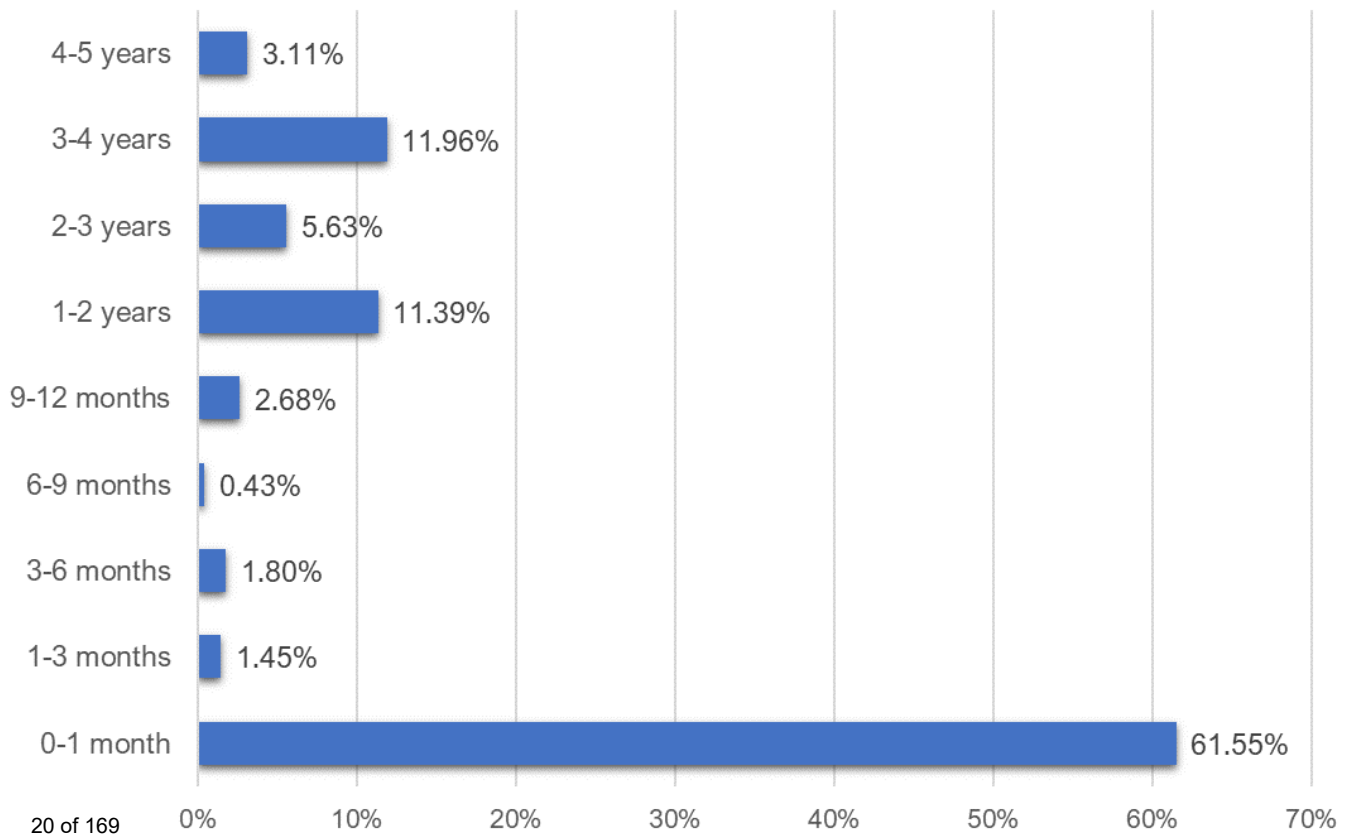
CAMP: California Asset Management Program Yield

Portfolio Holdings by Asset Class and by Maturity Range

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Union Sanitary District Odor Map and Report

During the recording period between January 2, 2022, through January 31, 2022, there were 3 odor related service request(s) received by the District.

City	Fremont		
District Related:	Odor found, not related to USD	Date/Time:	1/14/2022
Location:	Alder Avenue	Reported by:	Marianne Nsour
Weather/Temp:	Clear / 50°F	Wind:	North East / 1mph
Response and Follow-up: A report of a foul odor at a residence was reported via ContactUSD. A previous report was made at this location on 12/10/2021. No odor was found during the previous inspection. A Trouble Call Inspector responded to the location and although USD's structures were found to be flowing normal, the inspector found that a neighbor's cleanout was overflowing on the side of their property. The inspector contacted the property owner, who was unaware of issue. The property owner said they would contact a plumber to resolve issue. The inspector then followed up with the initial reporting party with findings.			

City	Fremont		
District Related:	Odor found, not related to USD	Date/Time:	1/20/2022 2:03PM
Location:	Raindance Road	Reported by:	Reshama Deshmukh
Weather/Temp:	Clear / 61°F	Wind:	South East / 5 mph
Response and Follow-up: A resident reported a foul odor from what they believed was sewage coming into their backyard and a neighbor's backyard. The resident stated that they were not experiencing any issues within their home, the concern was the water coming from the neighbor's property. A Trouble Call Inspector responded to the location and began their inspection. The standing water was found to be coming from a broken lateral that crosses through the property of the reporting party.			

City	Fremont		
District Related:	No odor found	Date/Time:	1/21/2022 3:56PM
Location:	Warbler Lp	Reported by:	Murtaza
Weather/Temp:	Fair / 65°F	Wind:	North / 6 mph
Response and Follow-up: A resident reported smelling a urine odor during the evening hours, outside their residence. A Trouble Call Inspector responded to the location and completed an investigation of the area. No odors were detected upon arrival. The USD mains, storm drains and inlets all appeared to be flowing normal. Readings were taken with a gas detection monitor and all results were in the acceptable range. The inspector followed up with the resident to share findings. No follow up is needed at this time.			

Union Sanitary District Odor Map and Report

Union Sanitary District-
Alvarado
Treatment Plant



Union City

3. No odor found

1. Odor found, not related to USD

2. Odor found, not related to USD

Newark

Fremont

Legend

Odor Complaints: January 2022

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (2)
- ▲ No odor found (1)

Odor Complaints: Feb. to Dec. 2021

- ★ Odor found, USD resolved (2)
- Odor found, not related to USD (2)
- ▲ No odor found (12)

Location of Odor Reports February 2021 to January 2022

0 0.5 1 2 3 4 5 Miles





Customer Relations

2022 MONTHLY OPERATIONS REPORT

Customer Service Response

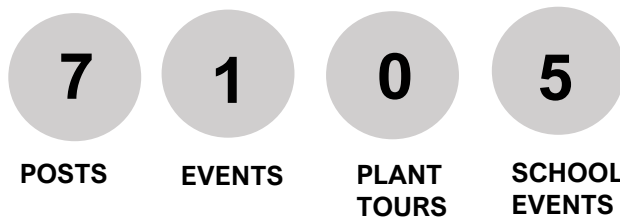
Front Desk Trouble Calls

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

Total Calls	Fremont	Newark	Union City	Total
Jan-22	8	5	3	16
Dec-21	11	2	2	15
Nov-21	8	4	5	17
Oct-21	6	1	4	11
Sep-21	17	2	1	20
Aug-21	9	1	1	11
6 Month Total				90
Jan-21	7	3	5	15

Communication and Outreach

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



Social Media Posts:

- Recruitment Posts:
 - Instrument Tech/Electrician
 - Environmental Outreach Representative
 - Technical Services Manager
- Aeration Basins contract approval
- Martin Luther King holiday closure
- Shared EPA Region 9 press release - WIFIA award to USD
- Newark Council presentation info

Events:

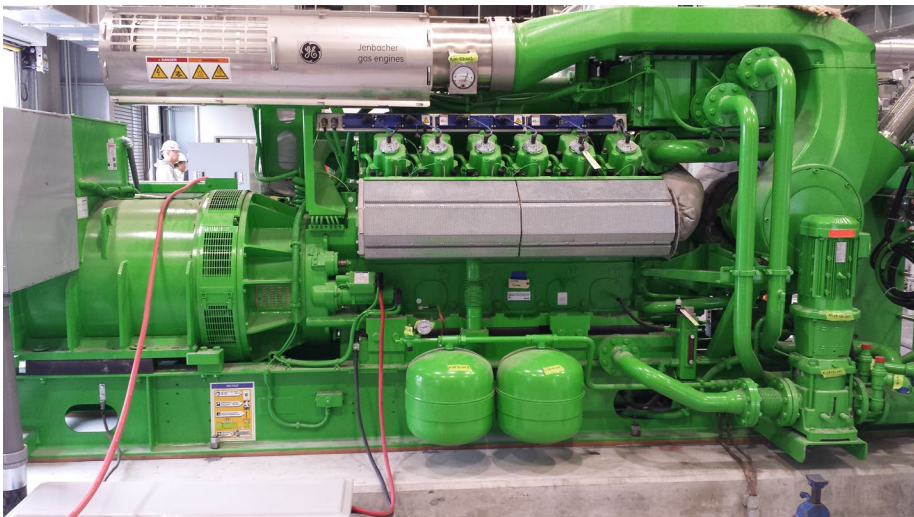
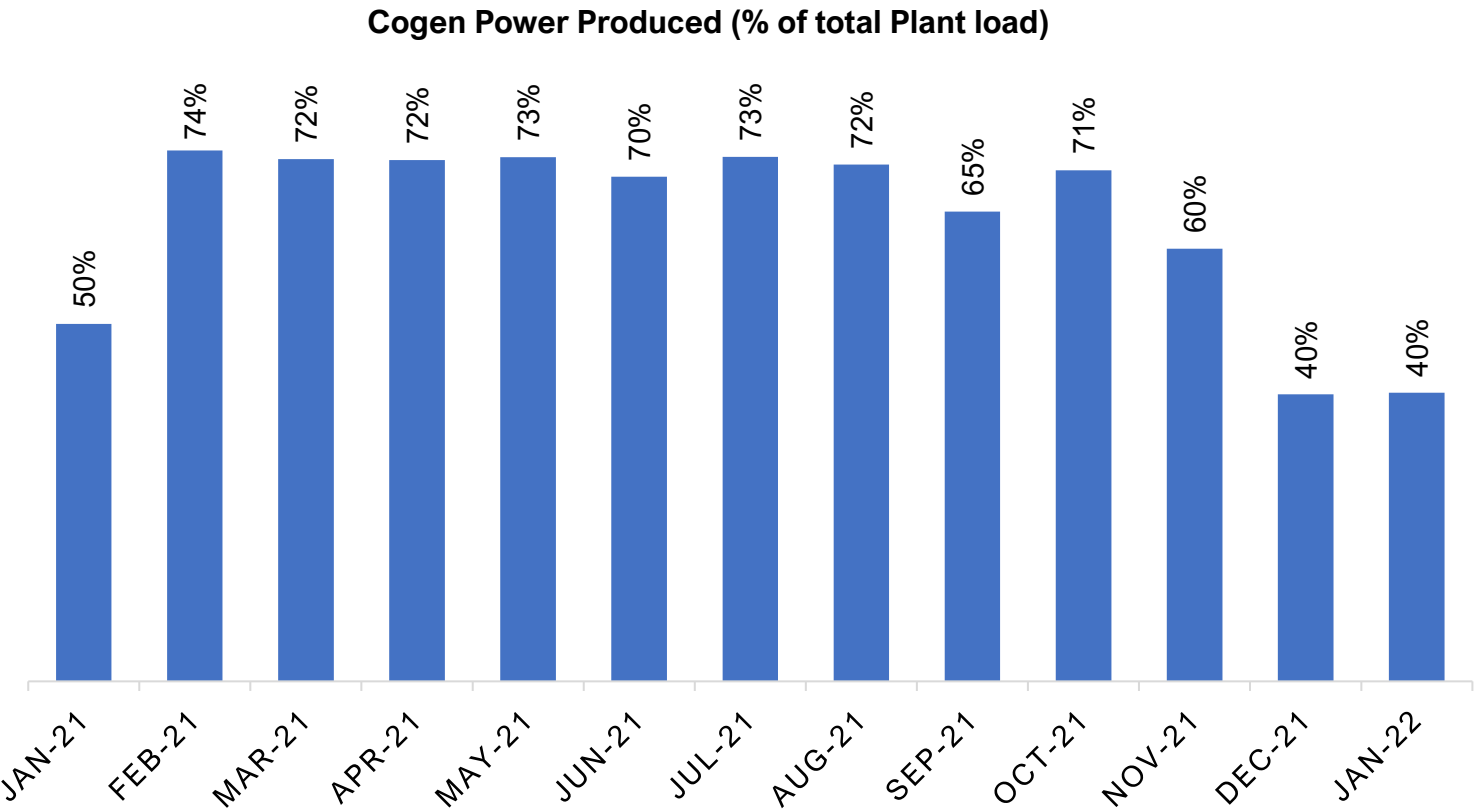
- EPA Region 9 Virtual Event announcing award of WIFIA loan to USD

Other Activities:

- EPA Region 9 Press release sent to media outlets

Cogeneration Engines at USD’s Wastewater Treatment Plant

The chart below shows the percentage of Plant power usage generated by the District’s cogeneration (cogen) engines monthly. The engines use biogas produced by the wastewater treatment process to generate power for the District’s treatment plant and lower energy costs.





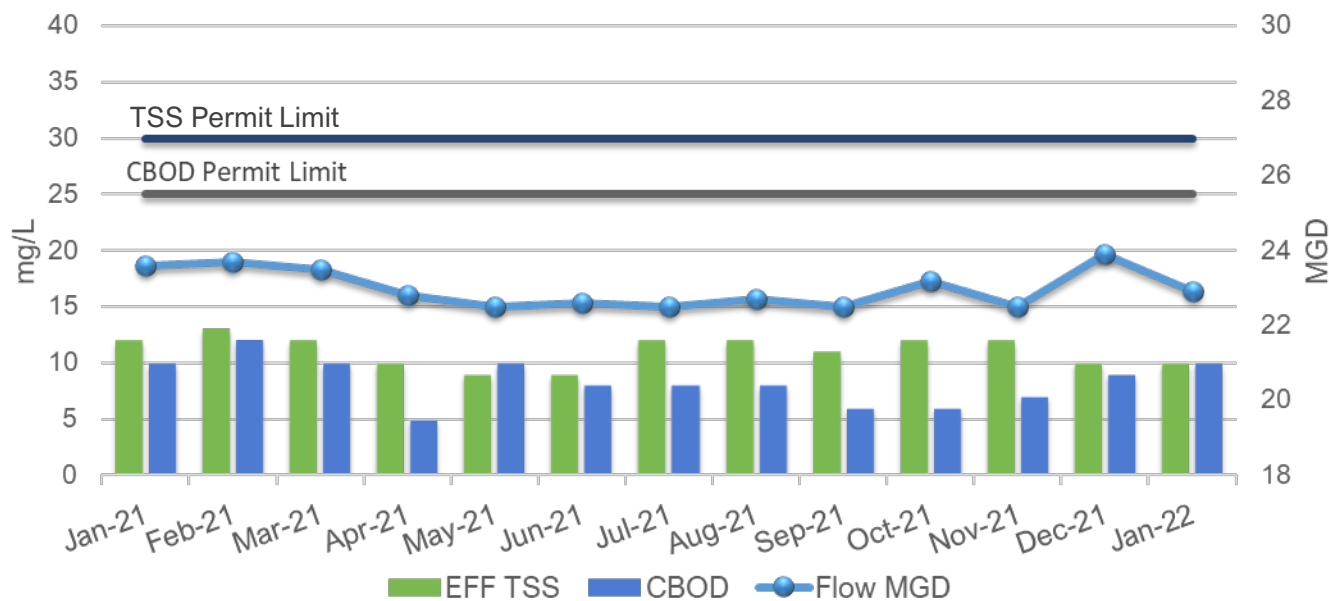
Plant Operations

2022 MONTHLY OPERATIONS REPORT

Lab Monitoring Results

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

Lab Results and Effluent Flow



EFF SS: Effluent Suspended Solids

CBOD: Carbonaceous Biochemical Oxygen Demand

MGD: Million Gallons per Day

USD's Final Effluent Monthly Monitoring Results

Parameter	Permit Limit	Nov-21	Dec-21	Jan-22
Copper, µg/l	78	5.4	5.3	6.1
Mercury, µg/l	0.066	0.0035	0.0022	N/A
Cyanide, µg/l	42	E 1.5	ND 3	E 1.6
Ammonia- N, mg/L (Range)	130	43 - 49.3	35.6 - 49.0	43 - 46.4
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	43 - 93	32 - 38	36 - 46
• 11-Sample 90th Percentile	1100	228 - 228	93 - 228	60 - 69
Enterococci				
• Monthly Geometric Mean	240	18.8	16.9	19.9

E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.



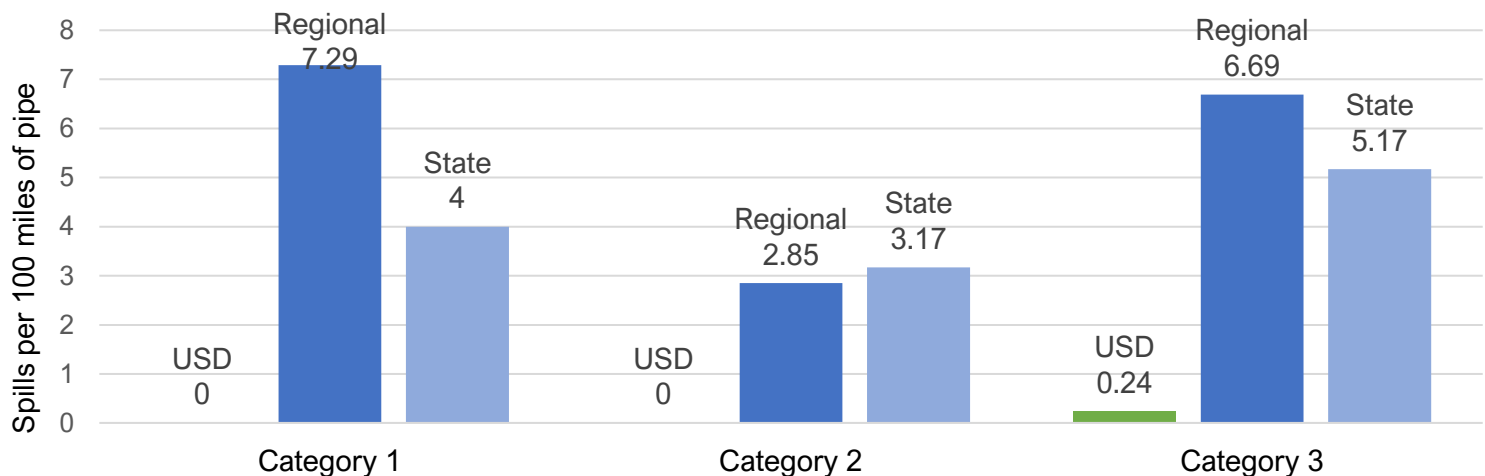
Maintenance Report

2022 MONTHLY OPERATIONS REPORT

Collection System Maintenance Work Completed

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

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



Definition of Spill Categories

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

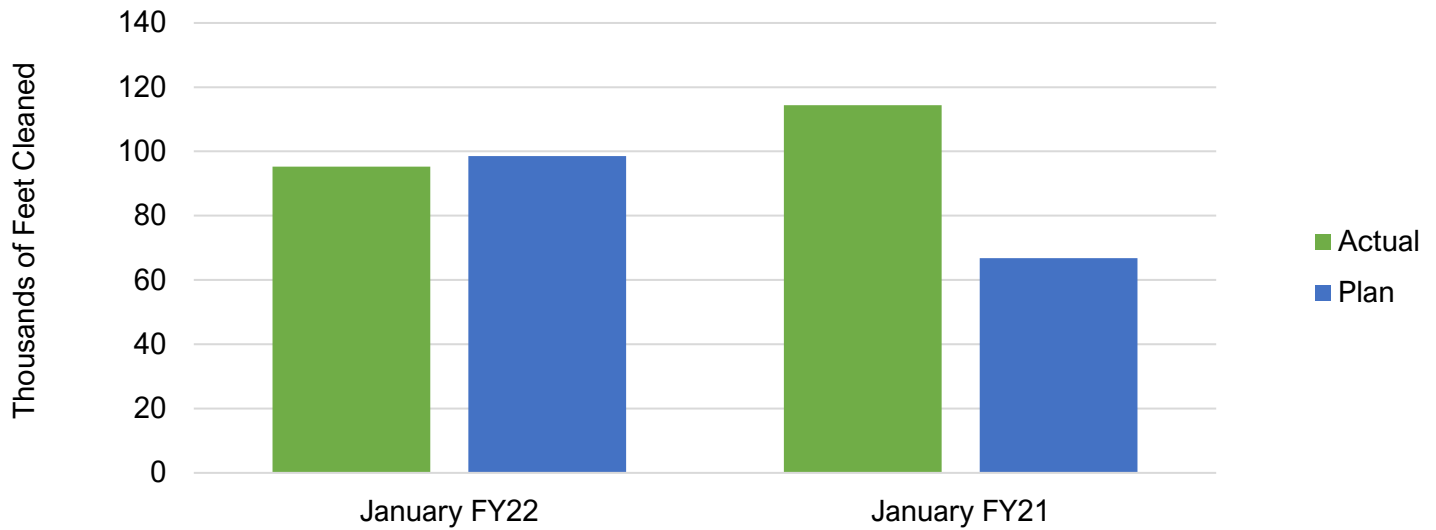
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs- # of Open Trench	0	7	2
Sewer Line Repairs- # of Trenchless	18	135	14
Work Orders Completed on Vehicles and Buildings	176	1252	171



Maintenance Report

2022 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



Cleaning Cost per Foot=\$1.17								
Description	Nov-21 Footage	Dec-21 Footage	FY22 Qtr 2 Footage	Jan-22 Footage	FY22 Footage	Historical FY21 Footage	FY22 Goal	% Completed to Plan
84 Month Hydro-Jet Clean	48,737	25,144	145,468	51,338	310,928	537,616	634,499	49.0%
Selective Line Cleaning	11,759	46,557	49,758	18,636	128,793	200,764	193,168	66.7%
Special Condition Clean (not in total)	2,275	979	3,108	7,052	15,776	23,622	24,124	65.4%
Root Control/Chemical Clean	25,151	-	58,217	25,288	212,898	338,555	354,820	60.0%
Totals	85,647	71,701	253,443	95,262	652,619	1,081,602	1,182,487	55.2%



Maintenance Report

2022 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Footage=\$2.65								
Description	Nov-21 Footage	Dec-21 Footage	FY22 Qtr 2 Footage	Jan-22 Footage	FY22 Footage/Count	Historical FY21 Footage/Count	FY22 Goal	% Completed to Plan
84 Month TV Inspection	53,286	4,169	96,938	20,229	236,463	481,639	423,311	55.9%
84 Month Manhole Inspection Count	147	252	608	381	1,431	1,163	2,351	60.9%
Visual/Condition, Pre/Post Cnst TV (not in total)	-	1,430	3,515	-	3,697	1,793	17,347	21.3%
Visual Manhole Inspection Count (not in total)	65	66	163	-	301	329	-	-
New Development, CIP, Misc (not in total)	1,720	988	3,863	6,710	15,814	33,140	39,736	39.8%
QA/QC Line Condition	14,068	4,128	18,196	898	19,094	19,201	19,317	98.8%
QA/QC Root Control	-	-	8,268	-	35,577	22,270	35,482	100.3%
Totals	67,354	8,297	123,402	21,127	291,134	523,110	478,110	60.9%

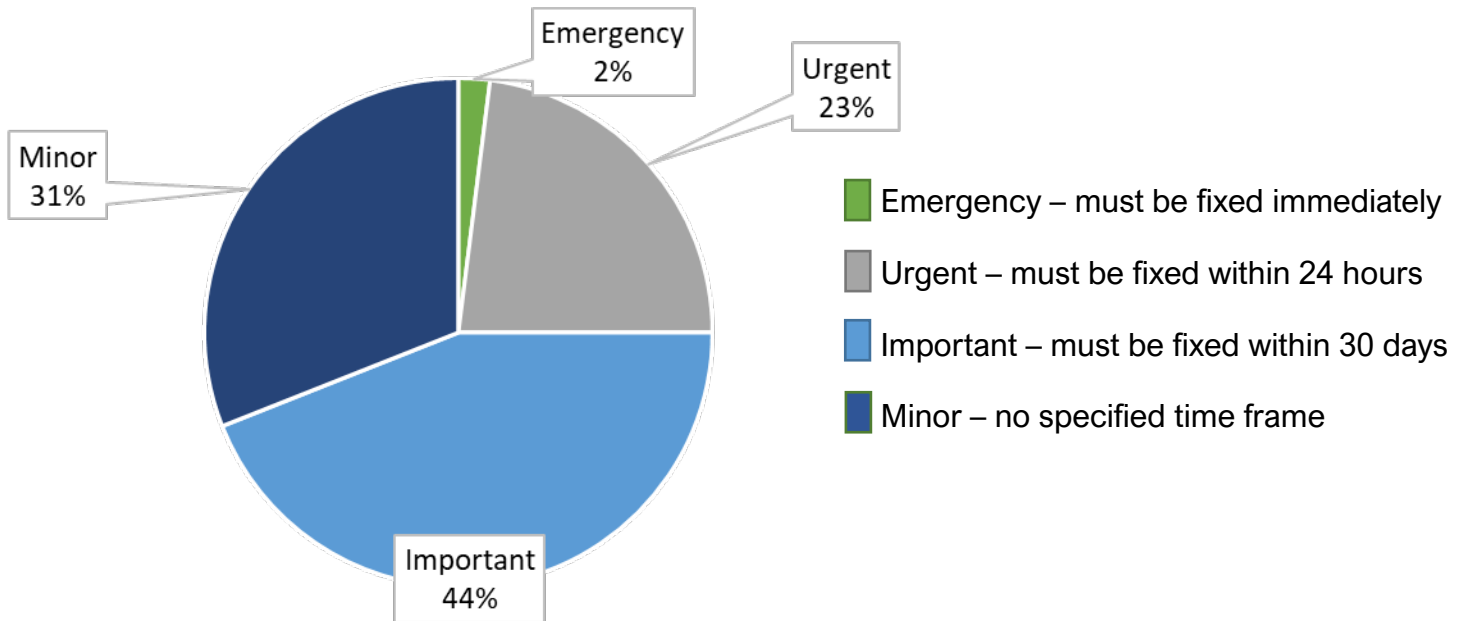


Maintenance Report

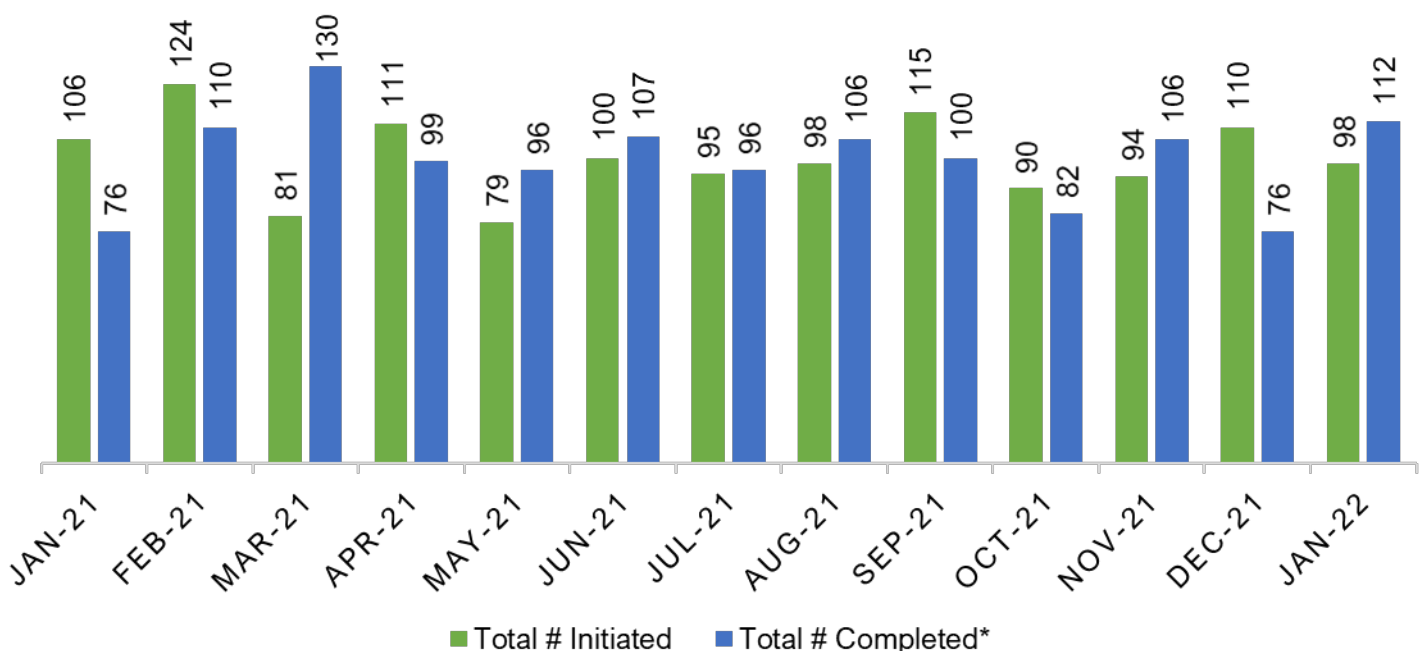
2022 MONTHLY OPERATIONS REPORT

Plant and Pump Stations Maintenance Work Completed

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



Work Orders Initiated and Completed



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



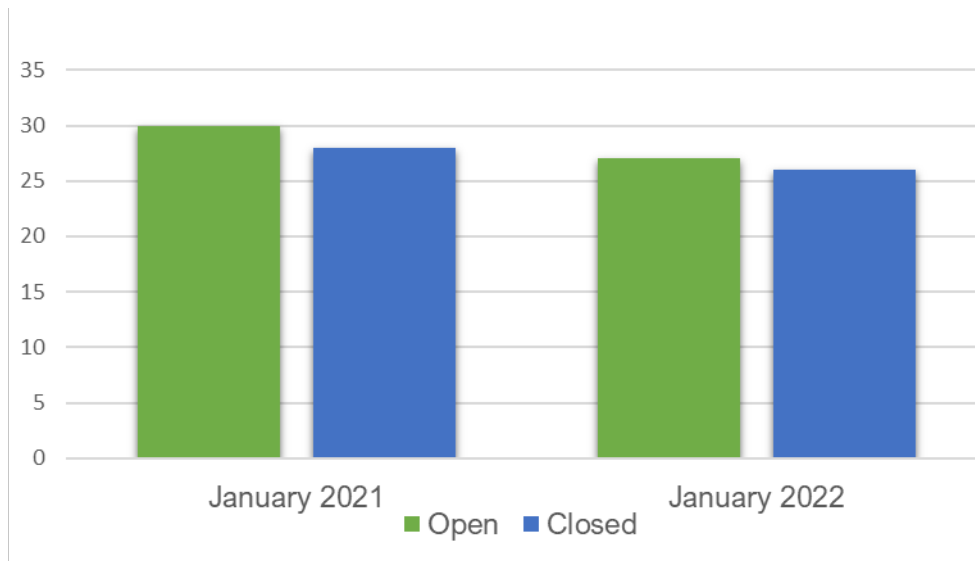
Maintenance Report

2022 MONTHLY OPERATIONS REPORT

Information Technology

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

IT Help Desk Tickets



Managed and Hosted IT Asset Uptime

Asset Name	USD Managed or Hosted by Third Party	% Up time
USD Website	Hosted	100%
Email Server	Hosted	100%
Newark Pump Station	USD Managed	99.96%
Boyce Pump Station	USD Managed	99.98%
Irvington Pump Station	USD Managed	99.94%
SCADA	USD Managed	99.98%
Total Average of All USD Servers	USD Managed	99.98%

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



Capital Improvement Projects

2022 MONTHLY OPERATIONS REPORT

Capital Improvement Project (CIP) Activities

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

Current CIP Projects – Budget and % complete

Current (FY22) CIP Projects	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Aeration Blower No. 11 Project	\$1,652	\$859	12/21	45%
2 – Alvarado Influent Pump Station Improvements Project	\$8,986	\$7,143	10/21	84%
3 – Cathodic Protection System Improvements Project	\$483	\$360	1/22	85%
4 – Centrifuge Building Improvements Project	\$688	\$13	10/21	47%
5 – Emergency Outfall Improvements Project	\$1,399	\$977	1/22	95%
6 – FY21 Cast Iron/Pipe Lining Project	\$307	\$220	5/21	100%
7 – FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII	\$595	\$496	10/21	100%
8 – Headworks Screens Replacement Project	\$1,870	\$1,774	7/21	100%
9 – Primary Digester No. 7 Project	\$23,758	\$22,566	4/22	96%
10 – Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System	\$624	\$570	6/21	91%



Digester #7 Project

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



Capital Improvement Projects

2022 MONTHLY OPERATIONS REPORT

Design Phase – Budget and % of Completed Scope

Current (FY22) Design Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cherry Street Pump Station Improvements Project	\$72	\$71	6/21	100%
2 – Force Main Corrosion Repairs Project Phase 3	\$60	\$20	12/21	95%
3 – Irvington Basin Reinforced Concrete Pipe Rehabilitation Project	\$271	\$216	10/21	100%
4 – Plant Miscellaneous Improvements Project	\$185	\$147	3/22	60%
5 – Pump Stations Chemical System Improvements Project	\$738	\$634	10/21	95%
6 – Sodium Hypochlorite Loop Improvements Project	\$280	\$5	5/22	30%
7 – Standby Power Generation System Upgrade Project	\$2,458	\$2,334	1/21	100%
8 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$4	7/22	7%
9 – WAS Thickener Replacement Project	\$807	\$801	6/21	100%

Study Phase – Budget and % of Completed Scope

Current (FY22) Study Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cogeneration Replacement and Ventilation Study	\$142	\$10	7/22	20%
2 – Force Main Condition Assessment	\$121	\$32	10/22	60%
3 – Headworks Degritting Study	\$200	\$0	10/22	2%
4 – Irvington Basin Masterplan Update	\$378	\$377	11/21	100%
5 – Odor Control Alternatives Study	\$493	\$465	12/20	99%
6 – Primary Digester No. 8 Feasibility Study	\$111	\$0	9/22	0%
7 – Pump Stations Condition Assessment Study	\$250	\$0	8/22	10%
8 – Thermal Dryer Feasibility Study	\$128	\$7	7/22	25%



Permitting and Inspections

2022 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals*	ADUs	Restaurants	Other**	Total
Jan-22	20	1	41	3	0	4	69
Dec-21	22	0	39	2	1	1	65
Nov-21	27	0	50	5	0	3	85

*New Laterals- New residential lateral connections

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

Storm Water Inspections (City of Fremont)

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

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
50	497	1	1	0	5	0	0	7

Pollution Prevention Inspections

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

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
25	259	2	2	0	0	0	0	4

Permitted Industrial Businesses

City	Industrial Permits
Fremont	60
Newark	18
Union City	12

33 of 169

Examples of Permitted Industrial Businesses:

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



Staffing and Personnel

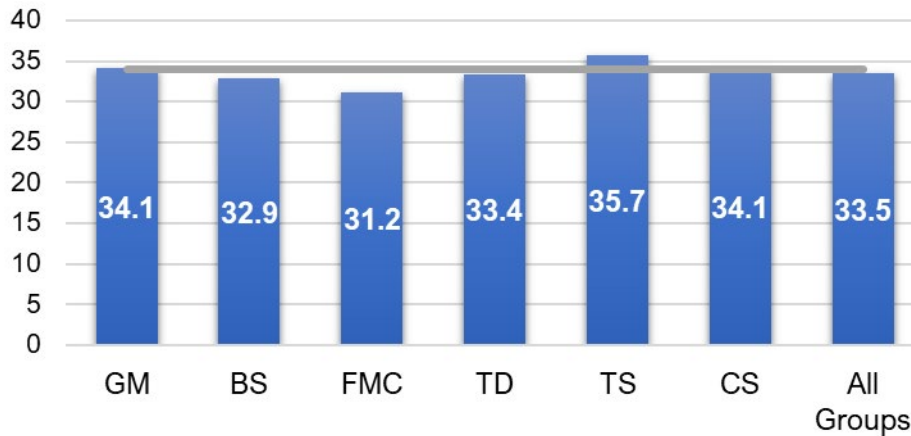
2022 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

June 24, 2021 through January 19, 2022

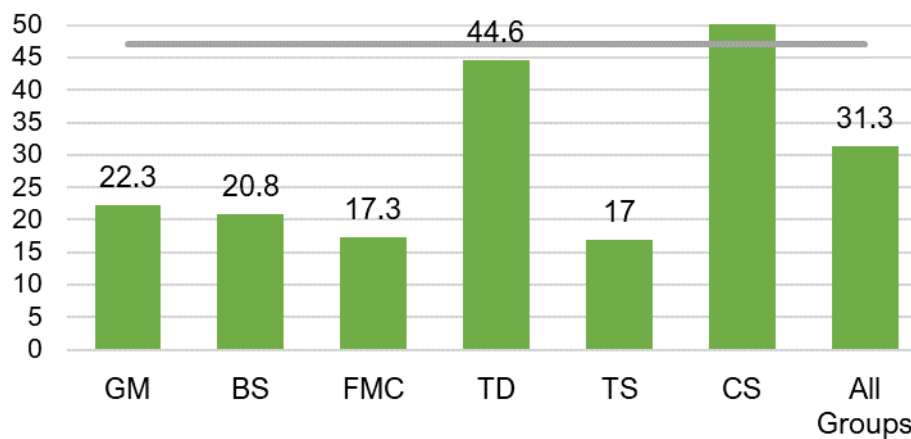
Weeks to Date 30 out of 52 (57.7%)

At-Work Hours Per Employee Per Week



Target is 34

Average Annual Sick Leave Used Per Employee Per Date



Target is 47



Staffing and Personnel

2022 MONTHLY OPERATIONS REPORT

Recruitments

Position	Position Posted	Status
Information Technology Analyst/Senior Information Technology Analyst	10/1/2021	Luis Sebastian, DOH 2/28/2022.
Customer Service Team Engineering Technician I/II	10/25/2021	Brian Pambuan, DOH 1/18/2022.
Collection Services Worker I	10/28/2021	Rick Lebon, transfer effective date 2/14/2022
Collection Services Coach	10/26/2021	Matt Lubina, promotion effective date 1/2/2022.
Receptionist - As Needed	10/28/2021	Bonnie Lopata, DOH 1/3/22.
Technical Services Workgroup Manager	1/27/2022 – Open until filled.	Recruitment in progress.
Instrument Technician/Electrician	1/5/2022	Position re-opened 1/5/2022. Posting closed 2/6/2022. Recruitment in progress.
Environmental Outreach Representative	1/27/2022	Posting closes 2/27/2022. Recruitment in progress.
Storekeeper	TBD	TBD

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: **Consider Authorizing Payment for City of Newark Overlay, City Project #1250**
(This is a Motion Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Jose Rodrigues, Collection Services Workgroup Manager
Shawn Nesgis, Collection Services Coach

Recommendation

Staff recommends the Board authorize payment to the City of Newark for the 2020 & 2021 Asphalt Concrete Street Overlay Program, City Project #1250, in the amount of \$120,890.00.

Discussion

USD staff meet annually with the three Cities to review paving projects for the upcoming year. During these individual meetings, the city presents project costs that include adjustment of the District's manholes to the new grade. District staff compare the contractors bid to the amount it would cost USD staff to perform the work and proceed with the most cost-effective option. Historically, the contractors bid has been lower than District's costs.

The City of Newark awarded paving contract to Desilva Gates Construction in July 2021 (City Project #1250). The city postponed the 2020 overlay project and combined it with the 2021 project due to the Covid pandemic. The project included adjustment of 58 District sewer manholes. These costs were included in the FY22 budget; however, the purchasing policy requires Board approval due to the dollar amount.

Background

The District has been working with the Tri Cities on overlay projects for many years. The process includes the Collections staff reviewing documents provided from each of the three cities to identify the affected manholes within each project. The District assesses the manhole

count provided, which results in either a confirmation or correction. Once the counts are returned to the City, they provide the District with the awarded bid for review and approval. District staff physically inspects each manhole and documents the location with reference points. When the District is notified by the city that our manholes have been adjusted to final grade, a final inspection is performed.

Previous Board Action

N/A

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider a Resolution Approving an Easement Acquisition Agreement with Alameda County Flood Control and Water Conservation District for the Purchase of a Sanitary Sewer Easement and an Access Easement Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City *(This is a Motion Item)*

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

Recommendation

Staff recommends the Board adopt a resolution approving an Easement Acquisition Agreement with Alameda County Flood Control and Water Conservation District (Flood Control) for the purchase of a sanitary sewer easement and an access easement located adjacent to the Alvarado Wastewater Treatment Plant (Plant) in the City of Union City.

Discussion

Staff approached Flood Control to acquire a new sanitary sewer easement and access easement for the existing outfall pipeline and the new appurtenances to be installed as part of the Emergency Outfall Improvements Project (Project).

Located just outside the northwest corner of the District's Plant property line, the sanitary sewer easement is approximately 30-feet wide and 86-feet long with a total area of 2,570 square feet which crosses the Old Alameda Creek levee owned by Flood Control. The easement will contain the Emergency Outfall's existing relocated outfall pipeline, the newly constructed redundant pipe, and the new concrete structure that were installed as part of the Project.

The access easement consists of 7,742 square feet to be used for access of pedestrians, vehicles, and equipment for District's staff and contractors from the gate adjacent to the Veasy Street cul-de-sac to the new sanitary sewer easement.

District and Flood Control staff negotiated the purchase price of the easements as follows:

- The sanitary sewer easement was agreed to be of nominal value due to its relatively small total area, location, and limited development potential. The price for the sanitary sewer easement is \$2,570.00 at \$1.00 per square foot.
- For the access easement, Flood Control provided the District with a summary of open space land comparable prepared by Caltrans due to the similarities in the type of land for which the easement would be acquired. There were four land comparable sale and listing prices from 2015 to 2020 that ranged from \$0.49 per square foot to \$3.14 per square foot. The most current cost for purchasing land similar to that of the access easement was \$2.90 per square foot. For the access easement area of 7,742 square feet, the District and Flood Control agreed to a purchase price of \$3,367.77, which represents 15 percent of the fee value at \$2.90 per square foot.

The total purchase price is \$5,937.77 for both easements.

An Easement Acquisition Agreement, Grant of Easements (Sanitary Sewer and Access), legal description, and plat map have been prepared to effectuate the District's purchase of the easements. Staff has reviewed the documents and recommends approval.

Background

In 2017, during the design of the Emergency Outfall Improvements Project, it was discovered that the existing emergency outfall pipeline was not located within the District's easement. The existing 10-foot-wide easement, which was granted to the District in 1954, was located approximately 30 feet north of where the actual outfall pipeline was installed in 1962. The Old Alameda Creek levee which the pipeline crosses is owned by Flood Control. Staff engaged with Flood Control to negotiate acquisition of a sanitary sewer and an access easement. The existing 10-foot-wide easement will be quitclaimed separately.

Previous Board Action

None.

PRE/RC/AB/ACB;mb

Attachments: Resolution Approving Easement Acquisition Agreement
 Easement Acquisition Agreement
 Grant of Easements (Sanitary Sewer and Access)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING AN EASEMENT ACQUISITION AGREEMENT WITH ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE PURCHASE OF A SANITARY SEWER EASEMENT AND AN ACCESS EASEMENT LOCATED ADJACENT TO THE ALVARADO WASTEWATER TREATMENT PLANT IN THE CITY OF UNION CITY

WHEREAS, Union Sanitary District (District) requires a new sanitary sewer easement and access easement for the existing outfall pipeline and the new appurtenances to be installed as part of the Emergency Outfall Improvements Project over property owned by Alameda Flood Control and Water Conservation District (Flood Control); and

WHEREAS, District and Flood Control staff negotiated a total purchase price of \$5,937.77 for both easements and prepared an Easement Acquisition Agreement and Grant of Easements (Sanitary Sewer and Access) to effectuate the transfer.

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

1. The Board hereby approves the Easement Acquisition Agreement.
2. The General Manager, or his designee, is hereby authorized to execute the Easement Acquisition Agreement, in the form attached hereto, with minor or technical revisions approved by the General Manager in consultation with the General Counsel.
3. The General Manager is further authorized to execute, record, and accept the Grant of Easements (Sanitary Sewer and Access) attached to the Easement Acquisition Agreement and to take any and all actions to purchase and accept the easements.

On motion duly made and seconded, this resolution was adopted by the following vote on February 28, 2022:

AYES:

NOES:

ABSENT:

ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

EASEMENT ACQUISITION AGREEMENT

THIS EASEMENT ACQUISITION AGREEMENT (the "Agreement") is entered into as of _____, 2021, the date of last execution of this Agreement by the parties as indicated on the signature page, (the "Effective Date") by and between the UNION SANITARY DISTRICT ("District"), and ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Flood Control").

This Agreement is based on the following facts:

- A. District desires to acquire a perpetual, non-exclusive 2,570 square foot Sanitary Sewer Easement over land owned by Flood Control for sanitary sewer purposes.
- B. District desires to acquire a perpetual, non-exclusive 7,742 square foot Access Easement over land owned by Flood Control for access of pedestrians, vehicles and equipment only to access the easement area in A above for District's employees and contractors.
- C. The Sanitary Sewer Easement and Access Easement (collectively, the "Easements") shall be conveyed by a single Grant of Easements.
- D. District and Flood Control have agreed to the purchase of the Easements for the Purchase Price defined below

NOW, THEREFORE, the parties agree:

1. Grant of Easements.

1.1 In consideration of the terms in this Agreement, within ten calendar days of the Effective Date, Flood Control shall deliver to District, an executed and acknowledged Grant of Easements (Sanitary Sewer and Access) suitable for recordation in the form attached hereto as Attachment 1 ("Grant of Easements (Sanitary Sewer and Access)"). Certificate of Acceptance shall be executed and acknowledged by District and recorded concurrently with the Grant of Easements.

1.2 District shall record the Grant of Easements upon the earlier of: (a) written or verbal acknowledgement by Flood Control that the Purchase Price has been received; or (b) five calendar days after District's mailing or delivery of the Purchase Price to Flood Control. District shall provide Flood Control with conformed copies of the Grant of Easements.

2. Purchase.

2.1 Consideration. District shall pay Flood Control the sum of Two Thousand Five Hundred Seventy Dollars (\$2,570.00) for the Sanitary Sewer Easement and Three Thousand Three Hundred Sixty-Seven Dollars and Seventy-Seven Cents (\$3,367.77) for the Access Easement for the total sum of \$5,937.77 (the "Purchase Price") as consideration for the purchase of the Easements. The Purchase Price shall be paid directly to Flood Control within ten calendar days of the Effective Date.

2.2 No Taxes. No transfer tax shall be due because both parties are public entities.

3. Miscellaneous.

3.1 Authority. Both Flood Control and District represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on their behalf.

3.2 Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

3.3 Entire Agreement. This Agreement sets forth the whole of the agreement between the parties. The performance of this Agreement constitutes the entire consideration for the easement exchange set forth herein.

3.4 Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

The parties have executed this Agreement as of the Effective Date.

Approval Recommended:


DocuSigned by:

By: 54BC2502B403431...
Beth Perrill
Supervising Right of Way Agent
Alameda County Flood Control
and Water Conservation District

UNION SANITARY DISTRICT:

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

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

DocuSigned by:

By: ED847EF5B3ED467...
Daniel Woldesenbet, Ph.D., P.E.
Title: Director of Public Works Agency
Date: 9/20/2021 | 12:21 PM PDT

Attachments:

1. Form of Grant of Easements ("Sanitary Sewer and Access")

Recording Requested By:

Union Sanitary District

And When Recorded Mail To:

Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508

Attention: Board Clerk

Documentary Transfer Tax \$Exempt **R&T Code 11922**
Alameda County Flood Control and Water Conservation District

By: _____
Union Sanitary District

Recording Fee \$0.00 Govt. Code 27383

Space Above This Line For Recorder's Use

GRANT OF EASEMENTS

(Sanitary Sewer and Access)

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic,
GRANTOR,

does hereby GRANT unto

UNION SANITARY DISTRICT, a public sanitary district, GRANTEE,

a perpetual, non-exclusive sanitary sewer easement and right of way for sanitary sewer, treated wastewater effluent purposes and incidents thereto in, under, over, along, through the following described real property ("Sanitary Sewer Easement Area"):

Sanitary Sewer Easement
FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO. (No. 8443)
FOR PLAT, SEE EXHIBIT "B" ATTACHED HERETO. (No. 8443)

and a perpetual, non-exclusive easement for access of pedestrians, vehicles and equipment in, over, upon and across the following described real property to be used only for the purpose of accessing Grantee's sanitary sewer easement and facilities (the "Access Easement Area"):

Access Easement
FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO. (No. 8447)
FOR PLAT, SEE EXHIBIT "B" ATTACHED HERETO. (No. 8447)

The Sanitary Sewer Easement Area and the Access Easement Area may be collectively referred to as the "Easement Areas."

The easement rights hereby granted are for the privilege of constructing, operating, reconstructing, cleaning, repairing, replacement and maintaining the sanitary sewer, treated wastewater effluent facilities and structures and appurtenances ("Grantee Facilities") therein subject to the following terms and conditions to wit:

- A. The construction, operation, maintenance, repair and replacement of the Grantee Facilities, upon the Sanitary Sewer Easement Area, shall be the sole responsibility of the GRANTEE.
- B. GRANTEE and its successors and assigns shall defend, indemnify and hold harmless GRANTOR from and against all claims, loss, liability, injury or damages (including reasonable attorney's fees and costs) which are incurred by GRANTOR by reason of or arising from or in connection with GRANTEE's use of the Easement Areas and the Grantee Facilities, except to the extent of GRANTOR's active negligence or willful misconduct.
- C. GRANTOR and its successors and assigns shall defend, indemnify and hold harmless GRANTEE from and against any and all costs, expenses, losses, damages, liability claims and causes of action, liability for damages, injury to or death of any persons (including reasonable attorney's fees and costs) which shall in any way arise out of or be connected with GRANTOR's use of the Easement Areas, except to the extent of GRANTEE's active negligence or willful misconduct.
- D. GRANTEE agrees to repair any and all damages to GRANTOR's flood control facilities caused by GRANTEE's use of the Easement Areas and should GRANTEE fail, neglect, refuse to repair such damage, GRANTOR may perform such repairs at GRANTOR's expense which expense GRANTEE agrees to pay GRANTOR upon request.
- E. GRANTOR reserves the right for itself and its tenants, invitees, visitors, guests, agents, employees and contractors to use the Easement Areas so long as such use does not unreasonably interfere with GRANTEE's use and enjoyment of the easement rights herein conveyed.
- F. Except in emergencies, GRANTEE shall not enter upon the adjacent property of GRANTOR or make any major additions or modifications or reconstruct the Grantee Facilities without securing the standard form encroachment permit from GRANTOR who shall issue said permit within three (3) working days, if possible, at no cost to GRANTEE and the issuance thereof shall not be unreasonably withheld and said encroachment permit shall require GRANTEE to restore as near as possible the surface of the ground to a condition equivalent prior to the issuance of the encroachment permit.
- G. GRANTOR reserves the right to convey easement rights to others so long as such easement(s) do not conflict or interfere with GRANTEE's easement rights herein conveyed, but prior to making such a conveyance, GRANTOR will secure GRANTEE's written concurrence which shall not be unreasonably withheld.
- H. In the event the Easement Areas are not used by GRANTEE for a consecutive period of twenty-four (24) months, said non-use shall constitute abandonment, and said areas shall revert to GRANTOR, and GRANTEE will furnish GRANTOR, at no cost, a quitclaim to said area so abandoned by GRANTEE.
- I. GRANTOR reserves the right to use the area beneath the surface of and above the Easement Areas for flood control and related purposes not in conflict with the easement rights being granted herein. If GRANTOR's flood control use requires the adjustment of any or all of the Grantee Facilities or the protection of the same to prevent interference to GRANTOR's use for flood control purposes, GRANTEE, on a one time only basis, will make such adjustments or relocation at GRANTOR's request and at no cost to GRANTOR utilizing the most economical solution as mutually agreed upon by GRANTEE and GRANTOR. Should relocation be necessary to accommodate GRANTOR's reasonable flood control use of the Easement Area, GRANTOR shall provide a substitute easement location acceptable to GRANTEE and that the substitute easement shall be at no cost to GRANTEE.
- J. GRANTEE shall not assign the easement rights herein conveyed to another without the express written permission of GRANTOR, which shall not be unreasonably withheld.
- K. GRANTEE shall have the right to mark the location of the Easement Areas and any Grantee Facilities by suitable markers provided that said markers shall be placed on fences or other locations in the ground, which will not interfere with GRANTOR's use of the Easement Areas for flood control purposes.

- L. GRANTOR, its successors and/or assigns, shall not place or permit to be placed, on the Easement Areas any building or structure, but GRANTOR reserves the right to cultivate the Easement Areas in a manner consistent with GRANTEE's use; however, such use by GRANTOR shall not include the planting of trees.
- M. GRANTOR shall pay no fees, charges or transfer taxes of any kind in connection with the easement rights herein conveyed.
- N. Acceptance and recordation of the Grant of Easement by GRANTEE shall signify GRANTEE's acceptance of the terms and conditions of the conveyance.

IN WITNESS WHEREOF, the Director of Public Works, duly authorized, does execute this Grant of Easements upon his finding that the conveyance of said easements is in the public interest and said easements will not substantially conflict or interfere with GRANTOR's use of the real property hereinabove described. (Gov't Code 25526.6; ACFC&WCD Ord. No. 0-85-11)

Dated: 09/21/2021

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT


By: 
Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works Agency

EXHIBIT "A"

**ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT DESCRIPTION**

**ZONE 3A LINE A
SANITARY SEWER EASEMENT**

**MAP: RF-2275
APN: 482-22-6-5 (POR.)**

**DESC. NO. 8443
DATE: 7/21/2021**

REAL PROPERTY SITUATED PARTLY IN THE CITY OF UNION CITY AND PARTLY IN THE CITY OF HAYWARD, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED ON FEBRUARY 27, 1973 AS INSTRUMENT NUMBER 73-025119, OFFICIAL RECORDS OF ALAMEDA COUNTY;

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP NO. 7411, FILED FOR RECORD ON AUGUST 4, 2003 IN BOOK 272 OF MAPS AT PAGES 18-20, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL 1 (272 M 18), SOUTH 35° 02' 11" WEST, 112.93 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE, SOUTH 45° 25' 31" WEST, 82.63 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF BERTELSON PRE CAST STEPS INC., RECORDED ON AUGUST 3, 1983 AS INSTRUMENT NUMBER 83-140199, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE LEAVING SAID NORTHWESTERN LINE AND ALONG THE SOUTHERLY LINE OF SAID LANDS OF BERTELSON (83-140199) ALSO BEING THE NORTHEASTERN LINE OF SAID LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, NORTH 21° 14' 12" WEST, 7.73 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 41° 41' 38" WEST, 61.34 FEET;

THENCE NORTH 49° 40' 36" WEST, 30.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE CENTER BEARS NORTH 46° 25' 17" WEST, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (73-025119);

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 785.00 FEET THROUGH A CENTRAL ANGLE OF 2° 11' 29" FOR AN ARC LENGTH OF 30.02 FEET;

THENCE LEAVING SAID NORTHWESTERN LINE, SOUTH 49° 40' 36" EAST, 31.09;

THENCE SOUTH 41° 41' 38" EAST, 54.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 48° 14' 28" WEST, SAID POINT ALSO BEING ON THE SOUTHEASTERN LINE OF SAID LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (73-025119);

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 870.50 FEET THROUGH A CENTRAL ANGLE OF 1° 49' 45" FOR AN ARC LENGTH OF 27.79 FEET;

THENCE SOUTH 21° 14' 12" EAST, 6.71 FEET TO THE **POINT OF BEGINNING**

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CONTAINING 2,570 SQUARE FEET OF LAND.

THIS REAL PROPERTY DESCRIPTION PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


JOSEPH D. THOMPSON, LS 8121


7/27/21
DATE



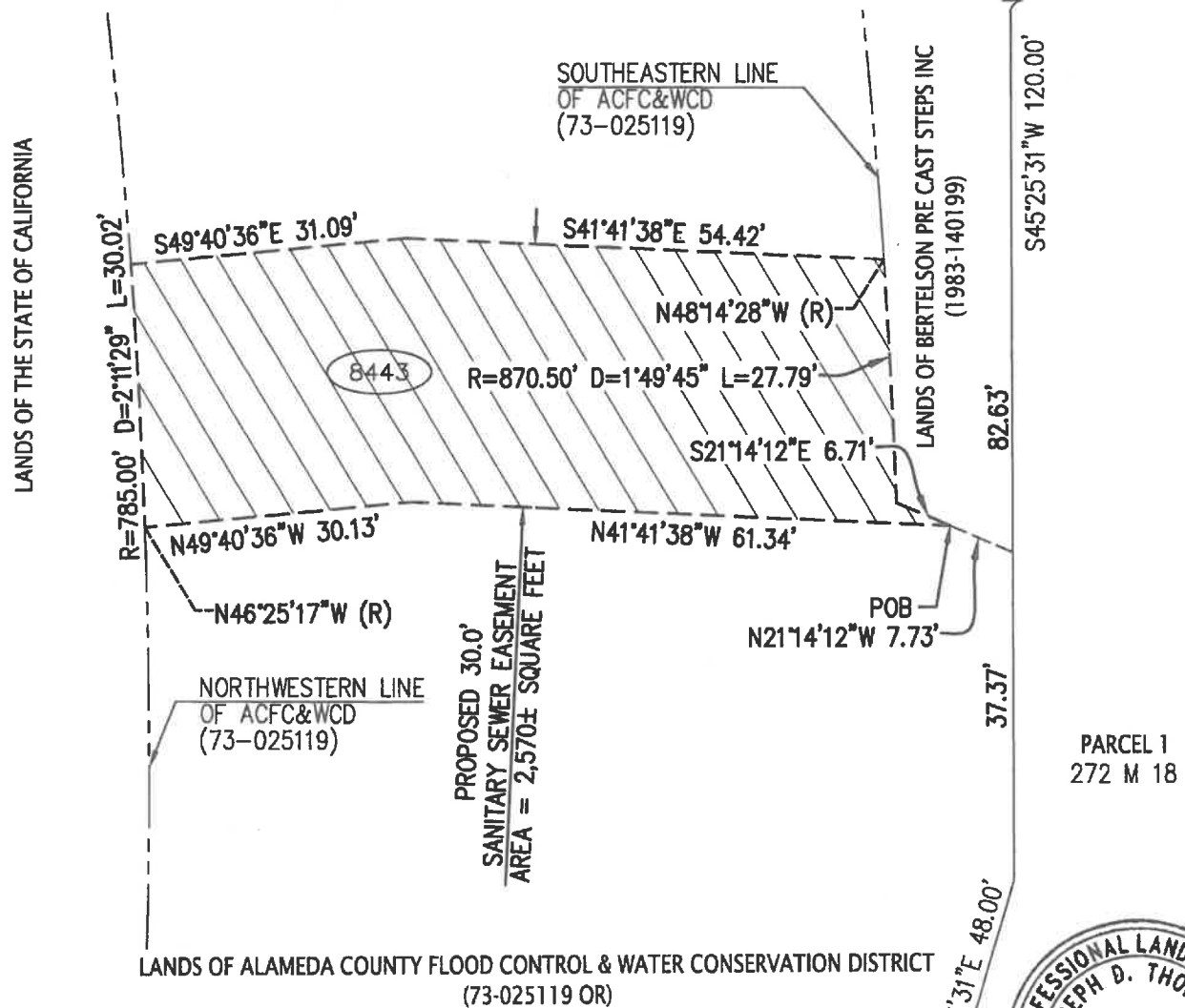
OR	OFFICIAL RECORDS
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
M	MAPS
(R)	RADIAL BEARING
ZZZZ	SANITARY SEWER EASEMENT
8443	ALAMEDA COUNTY
	DESCRIPTION NUMBER



0 10' 20' 40'



Scale 1" = 20'



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COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

EXHIBIT B

DRAWN 10/19	DATE JULY 2021
FILE NO: RF-2275	SCALE 1"= 20'
JOB NO. 8443	SHEET NO: 1 of 1



Ja [Signature]
7/27/21

EXHIBIT "A"

**ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT DESCRIPTION**

**ZONE 3A LINE G-1
ACCESS EASEMENT**

**MAP: RF-2279
APN: 482-22-9-5 & 482-22-6-5 (POR.)**

**DESC. NO. 8447
DATE: 5/20/2021**

REAL PROPERTY SITUATED PARTLY IN THE CITY OF UNION CITY AND PARTLY IN THE CITY OF HAYWARD, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

PARCEL 1 (482-22-9-5 POR.)

BEING A PORTION OF THE LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED ON DECEMBER 06, 2000 AS INSTRUMENT NUMBER 2000-357565, OFFICIAL RECORDS OF ALAMEDA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP NO. 7411, FILED FOR RECORD ON AUGUST 4, 2003 IN BOOK 272 OF MAPS AT PAGES 18-20, OFFICIAL RECORDS OF ALAMEDA COUNTY, ALSO BEING THE SOUTHWEST CORNER OF THE ALAMEDA COUNTY FLOOD CONTROL PARCEL DESCRIBED ABOVE (2000-357565 OR);

THENCE ALONG THE WESTERLY LINE OF SAID ALAMEDA COUNTY FLOOD CONTROL PARCEL, NORTH 35° 02' 11" EAST, 1.91 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 35° 02' 11" EAST, 25.26 FEET;

THENCE LEAVING SAID WESTERLY LINE ALONG THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 87° 22' 46" EAST, 66.87 FEET, AND
- 2) NORTH 89° 54' 36" EAST, 149.72, TO THE EASTERLY LINE OF SAID ALAMEDA COUNTY FLOOD CONTROL PARCEL, ALSO BEING THE WESTERLY LINE OF VEASY STREET, 60.00' FEET WIDE.

THENCE ALONG THE EASTERLY LINE OF SAID ALAMEDA COUNTY FLOOD CONTROL PARCEL, AND SAID WESTERLY LINE OF VEASY STREET, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 00° 57' 26" WEST, 6.63 FEET, AND
- 2) ALONG THE ARC OF A NON-TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 89° 02' 29" WEST, THROUGH A CENTRAL ANGLE OF 42° 19' 02", AN ARC DISTANCE OF 14.77 FEET.

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THENCE LEAVING THE EASTERLY LINE OF SAID ALAMEDA COUNTY FLOOD CONTROL PARCEL, AND THE SAID WESTERLY LINE OF VEASY STREET, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89° 54' 36" WEST, 143.70 FEET, AND
- 2) SOUTH 87° 22' 46" WEST, 81.86 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,452 SQUARE FEET OR 0.1022 ACRES OF LAND, MORE OR LESS.

PARCEL 2 (482-22-6-5 POR.)

BEING A PORTION OF THE LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED ON FEBRUARY 27, 1973, AS INSTRUMENT NUMBER 73-025119, OFFICIAL RECORDS OF ALAMEDA COUNTY

COMMENCING THE NORTHWESTERLY CORNER OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP NO. 7411, FILED FOR RECORD ON AUGUST 4, 2003 IN BOOK 272 OF MAPS AT PAGES 18-20, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE NORTH 86° 26' 23" WEST, 21.52 FEET, TO THE **POINT OF BEGINNING** , BEING A POINT ON THE SOUTHEASTERLY LINE OF THE LAST SAID ALAMEDA COUNTY FLOOD CONTROL PARCEL DESCRIBED (73-025119 OR);

THENCE LEAVING SAID SOUTHEASTERLY LINE, AND ALONG THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 76° 38' 23" WEST, 28.50 FEET,
- 2) SOUTH 42° 33' 24" WEST, 30.61 FEET,
- 3) SOUTH 31° 27' 34" WEST, 35.08 FEET,
- 4) SOUTH 35° 52' 20" WEST, 56.79 FEET,
- 5) NORTH 41° 41' 38" WEST, 20.48 FEET,
- 6) NORTH 35° 52' 20" EAST, 51.61 FEET,
- 7) NORTH 31° 27' 34" EAST, 36.26 FEET,
- 8) NORTH 42° 33' 24" EAST, 38.68 FEET,
- 9) NORTH 76° 38' 23" EAST, 35.43 FEET, AND
- 10) NORTH 87° 42' 46" EAST, 16.14 FEET, TO A POINT ON THE SAID SOUTHEASTERLY LINE OF THE ALAMEDA COUNTY FLOOD CONTROL PARCEL DESCRIBED (73-025119 OR).

THENCE ALONG SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A NON-TANGENT 870.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 59° 35' 46" WEST, THROUGH A CENTRAL ANGLE OF 01° 33' 39", AN ARC DISTANCE OF 23.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,290 SQUARE FEET OR 0.0755 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THIS REAL PROPERTY DESCRIPTION PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

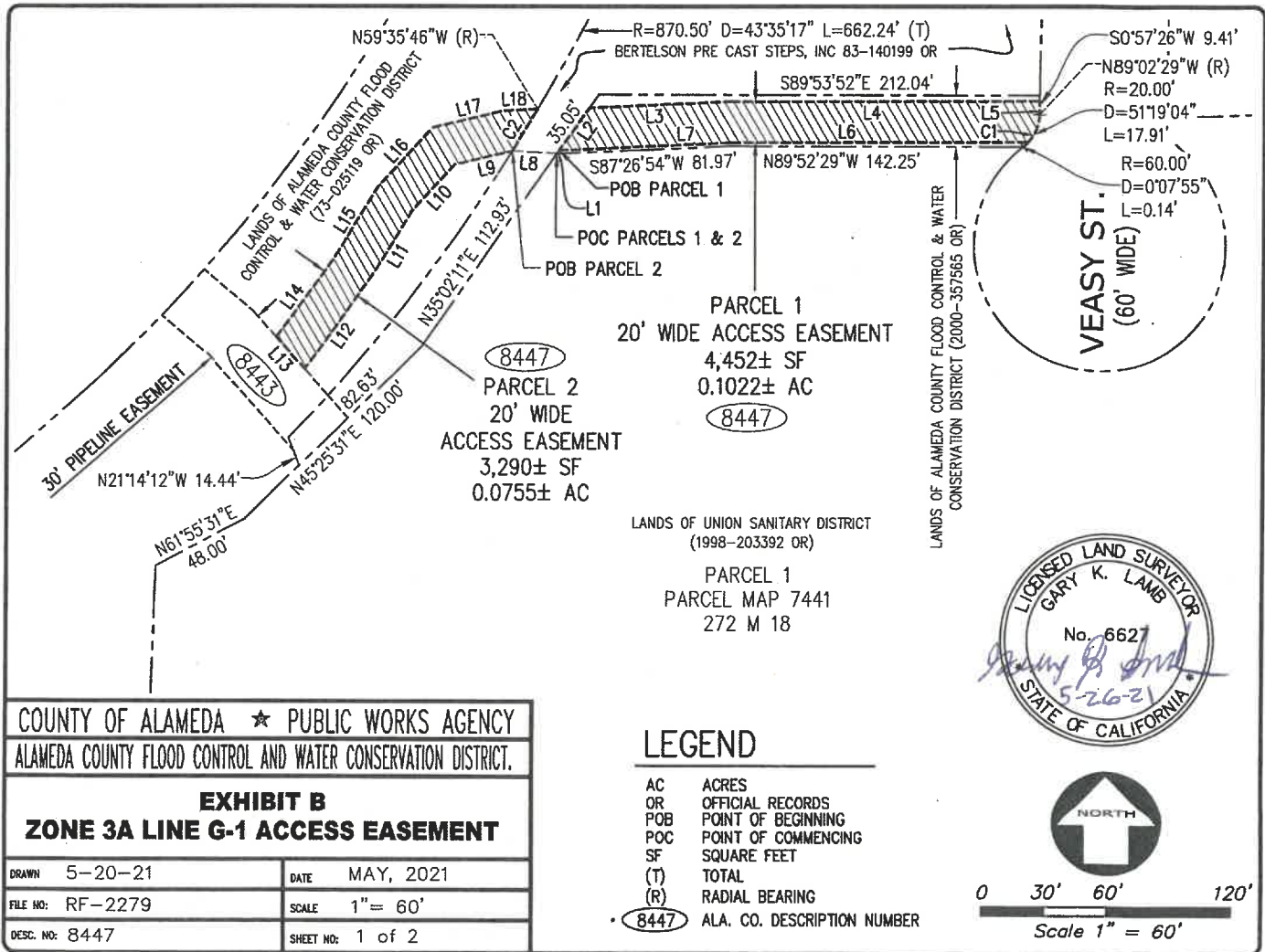
AS SHOWN ON THE EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

5-26-21
DATE





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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N35°02'11"E	1.91'
L2	N35°02'11"E	25.26'
L3	N87°22'46"E	66.87'
L4	N89°54'36"E	149.72'
L5	S0°57'26"W	6.63'
L6	S89°54'36"W	143.70'
L7	S87°22'46"W	81.86'
L8	N86°26'23"W	21.52'
L9	S76°38'23"W	28.50'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	S42°33'24"W	30.61'
L11	S31°27'34"W	35.08'
L12	S35°52'20"W	56.79'
L13	N41°41'38"W	20.48'
L14	N35°52'20"E	51.61'
L15	N31°27'34"E	36.26'
L16	N42°33'24"E	38.68'
L17	N76°38'23"E	35.43'
L18	N87°42'46"E	16.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	20.00'	42°19'02"	14.77'
C2	870.50'	1°33'39"	23.71'

COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

EXHIBIT B
ZONE 3A LINE G-1 ACCESS EASEMENT

DRAWN 5-20-21	DATE MAY, 2021
FILE NO: RF-2279	SCALE NONE
DESC. NO: 8447	SHEET NO: 2 of 2

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**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Consider a Resolution to Quitclaim an Existing Sanitary Sewer Easement to Bertelson Pre Cast Steps, Inc. and Alameda County Flood Control and Water Conservation District Located Adjacent to the Alvarado Wastewater Treatment Plant in the City of Union City *(This is a Motion Item)*

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

Recommendation

Staff recommends the Board adopt a resolution to quitclaim a 10-foot-wide sanitary sewer easement to Bertelson Pre Cast Steps, Inc. and Alameda County Flood Control and Water Conservation District (Flood Control) located adjacent to the Alvarado Wastewater Treatment Plant (Plant) in the City of Union City.

Discussion

The District currently has an existing 10-foot wide, 100-foot-long easement located outside of the northwest corner of the District's Plant approximately 30-feet north of the existing Emergency Outfall pipeline, that crosses a private parcel owned by Bertelson Pre Cast Steps, Inc. and the Old Alameda Creek levee owned by Flood Control.

As part of the Emergency Outfall Improvements Project, a new Sanitary Sewer Easement will be acquired from Flood Control in which the existing Emergency Outfall pipeline, the new redundant pipe, and the new concrete structure will be located. As such, the District no longer has any use for this sanitary sewer easement.

A legal description and plat map has been prepared for the quitclaim. District staff has reviewed the documents and recommends the Board quitclaim the easement by resolution.

Background

In 2017, during the design of the Emergency Outfall Improvements Project, it was discovered that the existing emergency outfall pipeline was not located within the District's existing 10-foot-wide easement. The existing easement, which was granted to the Alvarado Sanitary District, predecessor to the Union Sanitary District, in 1954, is located approximately 30 feet north of where the actual Emergency Outfall pipeline was installed in 1962. District is proposing in a separate agenda item to acquire a new sanitary sewer easement from Flood Control that will encapsulate the new appurtenances installed as part of the Emergency Outfall Improvements Project.

Previous Board Action

None.

PRE/RC/AB/ACB;mb

Attachments: Resolution Authorizing Quitclaim of Easement
 Quitclaim Deed with Exhibits A and B

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE QUITCLAIM OF AN
EXISTING SANITARY SEWER EASEMENT TO BERTELSON PRE CAST STEPS, INC. AND
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT LOCATED
ADJACENT TO THE ALVARADO WASTEWATER TREATMENT PLANT IN THE CITY OF
UNION CITY**

WHEREAS, Union Sanitary District no longer requires an existing 10-foot wide, 100-foot long easement that crosses a private parcel owned by Bertelson Pre Cast Steps, Inc. and the Old Alameda Creek levee owned by Alameda County Flood Control and Water Conservation District; and

WHEREAS, the Board now desires to quitclaim the easement to Bertelson Pre Cast Steps, Inc. and Alameda County Flood Control and Water Conservation District.

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

1. The Board hereby approves and authorizes the General Manager, or his designee, to execute the Quitclaim Deed, in the form attached hereto, with minor or technical revisions approved by the General Manager in consultation with the General Counsel.

On motion duly made and seconded, this resolution was adopted by the following vote on February 28, 2022:

AYES:

NOES:

ABSENT:

ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

Recording requested by
and when recorded
return to:

UNION SANITARY DISTRICT
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 6103)

QUITCLAIM DEED - EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, UNION SANITARY DISTRICT, a public sanitary district, ("Grantor") does hereby REMISE, RELEASE AND QUITCLAIM to ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and its successors, and BERTELSON PRE CAST STEPS INC, and its successors, all of Grantor's right, title and interest to the real property in the City of UNION CITY, County of ALAMEDA, State of CALIFORNIA, described and assigned as follows:

One sanitary sewer easement, ten-feet in width, granted to the Alvarado Sanitary District, predecessor-in-interest to the Union Sanitary District, as described in that certain Grant of Easement recorded May 4, 1954, in Book 7311 at Page 561 of the Official Records of Alameda County, more particularly described in Exhibit A, and portrayed graphically in Exhibit B hereto.

Dated this 28th day of February 2022.

PAT KITE
President, Board of Directors
Union Sanitary District

EXHIBIT "A"
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT QUITCLAIM

REAL PROPERTY SITUATED IN THE CITY OF UNION CITY, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THAT CERTAIN SEWER EASEMENTS DESCRIBED IN THAT RESOLUTION RECORDED MAY 4, 1954 IN BOOK 7311 AT PAGE 561 OF OFFICIAL RECORDS OF ALAMEDA COUNTY.

CONTAINING 1,000 SQUARE FEET OF LAND, MORE OR LESS.

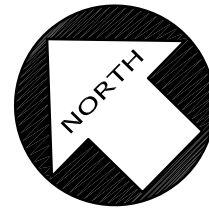
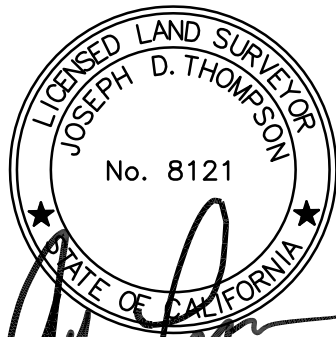
KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



JOSEPH D. THOMPSON, P.L.S. 8121

2/2/2022
DATE





0 10' 20' 40'
Scale 1" = 20'

LEGEND

OR OFFICIAL RECORDS
M MAPS

LANDS OF ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
(73-025119 OR)

LANDS OF BERTELSON PRE CAST STEPS INC
N35°02'11"E 112.93'

PARCEL 1
272 M 18

S45°36'31"W 10.00'

N44°23'29"W 99.99'

AREA = 1,000± SQUARE FEET

N44°23'29"W 100.02'

4.00'

10.00'

S45°25'31"W 120.00'

10.0' SEWER EASEMENT TO BE QUITCLAIMED
7311 OR 561



KIER+WRIGHT

2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

61 of 160

EXHIBIT "B"

QUITCLAIM OF EXISTING SEWER
EASEMENT

UNION CITY,

CALIFORNIA

DATE	OCT., 2019
SCALE	1" = 20'
BY	CSW
JOB NO.	A17538-2
SHEET	1 OF 1

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Authorize the General Manager to Execute Task Order No. 3 with Hazen and Sawyer to provide Engineering Services During Construction for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basin Modifications Project *(This is a Motion Item)*

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

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Hazen and Sawyer (Hazen) in the amount of \$3,924,756 to provide engineering services during construction of the Enhanced Treatment and Site Upgrade Program Phase 1A Project (Project).

Discussion

Phase 1A of the Enhanced Treatment and Site Upgrade (ETSU) Program consists of the Aeration Basin Modification Project (AB Mods Project), which consists of modifying existing Aeration Basins 1 through 7, adding new Aeration Basin 8 and related blower and lift pump improvements. Phase 1A also includes construction of a new Campus Building (Campus) with related improvements. The AB Mods Project was bid separately from the Campus due to the timing of the projects and the differing type of work required for each. A more detailed description of the AB Mods Project is included in the background section of this report. The Board awarded the construction contract for the AB Mods Project to W. M. Lyles Co. on January 10, 2022.

Task Order No. 3

Staff has negotiated the scope and fee for the engineering services during construction of the AB Mods Project with Hazen the Design engineer. Staff anticipates an additional task order will be negotiated in the future for the engineering services during construction of the Campus Project. The scope of services and fee for Task Order No. 3 are summarized below:

Task	Task Description	Amount
1	Requests for Information	\$333,656
2	Submittal Review	\$1,123,453
3	Design Clarification Memoranda	\$234,440
4	Meetings and Site Visits	\$908,999
5	Project Management	\$383,400
6	Air Permitting Support	\$40,340
7	Geotechnical Support Services	\$54,060
8	Startup Support Services	\$543,638
9	SCADA/PLC Programming and Network Support Services	\$109,270
10	Environmental Support Services	\$101,711
11	Record Drawings	\$91,789
Task Order Not to Exceed Amount		\$3,924,756

The total not to exceed fee of \$3,924,756 is 3.2 percent of the construction contract amount of \$121,040,200.90. For a project of this size and scope, staff expects the fee to be in the range of 3 to 5 percent. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Dewatering Building Project	\$660,082	\$13,420,188	4.9%
Cogeneration Project	\$606,053	\$11,801,676	5.1%
Thickener Control Building Improvements Project	\$469,287	\$10,538,535	4.5%
Primary Digester No. 7 Project	\$957,403	\$23,342,575	4.1%

The total amounts for the Project's agreement with Hazen are summarized in the table below:

Description	Fee
Task Order No. 1 – Aeration Basin Modifications Design Services and ETSU Phase 1 30% Design Services	\$6,752,860
Amendment No. 1 to Task Order No. 1 - Inclusion of the construction of a new Aeration Basin into the Aeration Basin Modifications Project up to the 30% Design submittal	\$98,335
Amendment No. 2 to Task Order No. 1 – Complete the design of Aeration Basin No. 8, include Geotechnical Field Investigation work and other additions to the design for the Aeration Basin Modifications Project	\$750,760
Task Order No. 2 – Campus Building Design Services	\$3,737,412
Task Order No. 3 - Aeration Basin Modifications Engineering Services during Construction	\$3,924,756
Total Proposed Not-to-Exceed Fee for this Agreement	\$15,264,123

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
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		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 1A Project

Staff developed a Phase 1A Project scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects were being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program. However, due to a number of factors including the Covid 19 pandemic the design of the Aeration Basins Modifications Project was able to be completed prior to the Campus Building Project.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit 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 1B. This work includes but is not limited to the following:
 - Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
 - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.
- Construct new Aeration Basin 8
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.

- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new high-speed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Rehabilitate Primary Effluent Lift Station No. 2
- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

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

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

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

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

January 10, 2022, the Board awarded the construction contract, including Bid Alternates A, B, and E, for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W. M. Lyles Co. in the amount of \$121,040,200.90.

PRE/RP/CB

Attachments: Figure 1 – Site Plan
Task Order No. 3

Figure 1: ETSU Program – Phase 1 Project Locations

Phase 1C – New Primary
Effluent Equalization

Phase 1B – New
Effluent Facilities

Phase 1A – New
Campus Building



ENHANCED TREATMENT & SITE UPGRADE – PHASE 1A PROJECT

TASK ORDER NO. 3

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

HAZEN AND SAWYER

FOR

PROFESSIONAL SERVICES

Dated January 13, 2020

1. PURPOSE

The purpose of Task Order No. 3 is for Hazen and Sawyer (Engineer) to provide engineering services during construction for the Enhanced Treatment and Site Upgrade Phase 1A – Aeration Basin Modifications Project (Project). Engineering services to be provided during construction include engineering support, attendance at meetings, submittal review, responses to requests for information (RFI), design clarification memoranda, meetings and site visits, project management, air permitting support, geotechnical support, startup support services, SCADA/PLC programmer support, corrosion protection support services, California Environmental Quality Act (CEQA) Support Services, and record drawing preparation.

2. PROJECT COORDINATION

All work related to this task order will be coordinated through the Union Sanitary District's (District's) Enhanced Treatment & Site Upgrade Program Manager, Ric Pipkin.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the fee estimate presented in Exhibit A. Engineer shall provide the following engineering support services during the construction of the project:

Task 1.0 – Requests for Information

Engineer shall respond to RFIs on an as requested basis. Engineer shall provide a written response on a response sheet and return the response sheet to the Construction Manager. Engineer shall complete review of the RFI, provide response, and return response within 10 calendar days after Engineer's receipt of RFI. If for any reason the response cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period. All RFI documentation transmitted to the Engineer and responses transmitted back to the Construction Manager will be electronic through the District's web-based document management system.

The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's budget allowance for this task is based on reviewing 280 RFIs at an average effort of 5 hours per RFI.

Budget includes allowance for Engineer's corrosion consultant to review and respond to RFIs related the cathodic protection system. This includes observational site visits and responding to informal requests for information, including verbal, email, and telephone correspondence.

Task 2.0 – Submittal Review

Engineer shall respond to requests for submittal review on an as requested basis. Engineer shall provide written review comments on a review comment sheet and return the review comment sheet to the Construction Manager. All submittal documentation transmitted to the Engineer and responses transmitted back to the Construction Manager will be electronic through the District's web-based document management system. Submittal review does not include marking up or returning hard copies of submittals.

Engineer shall complete review of submittal, provide comments, and return review comment sheet within 21 calendar days for normal submittals, after

Engineer's receipt of submittal. Review comments for critical path or expedited submittals will be returned within 10 calendar days, after Engineer's receipt of submittal. If for any reason the review cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer. Examples of submittals to be reviewed by the Engineer include technical product data, shop drawings, temporary construction submittals, samples, test results, and operations and maintenance manuals. Engineer's submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of their full responsibility for performance as required by the Contract Documents.

Engineer's budget allowance for this task is based on reviewing 750 submittals (including resubmittals, shop drawings and product data) requiring an average effort of 8 hours per submittal.

Budget includes allowance for Engineer's corrosion consultant to review and respond to up to four contractor submittals (including re-submittals).

Task 3.0 – Design Clarification Memoranda

Task 3.1 Engineer shall issue Design Clarification Memoranda (DCM) where deemed necessary by the Engineer and on an as requested basis. Engineer shall provide a written clarification on a DCM (including specifications, sketches, or other information as necessary) and issue the DCM to the Construction Manager.

DCM will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the District, or 3) to assist the Construction Manager with the preparation of contract change order requests.

Engineer's budget allowance for this task is based on preparing 60 DCM at an average of 16 hours per DCM.

Task 3.2 Engineer shall evaluate the structural feasibility of ductwork alignments for a centralized biofilter odor control facility that

would treat foul air from headworks and the primary clarifiers. For the purposes of this evaluation, a 96-inch duct is assumed to be sufficient for foul air. Alternatively, two smaller ducts could be considered that provide an equal cross-sectional area. The centralized biofilter facility would be located under the PG&E easement, at existing Secondary Clarifier No. 5, or on top of the primary clarifier building. It is expected that the option of installing the biofilter on the building roof would be prohibitively expensive so the analysis will provide a high-level order of magnitude cost for this option.

Engineer shall evaluate up to four ductwork alignments to convey foul air from headworks and the primary clarifiers to the area near existing Secondary Clarifier No. 5. This evaluation shall include the structural design modifications necessary for routing ductwork on the roof of the east aeration basins.

Engineer shall prepare a cost estimate for up to three ductwork alignments, prepare a draft and final technical memorandum summarizing results, and conduct up to two workshops to present and discuss this evaluation with District staff.

Task 4.0 – Meetings and Site Visits

Task 4.1 Engineer shall attend and prepare for the preconstruction meeting and initial partnering sessions. Engineer shall have five attendees to the preconstruction meeting and partnering session including approximately 40 hours of preparation and review time for preparation of meeting minutes. A total of 52 hours is estimated for this effort.

Task 4.2 Engineer shall have personnel attend weekly recurring construction meetings with the contractor via teleconference. Budget allowance is based on three Engineering staff attending approximately 1 construction meeting per month or a total of 192 weekly meetings. Meetings are budgeted on an average effort of two hours per meeting.

Task 4.3 Engineer shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, including specialty site visits (civil, structural, mechanical, electrical, and instrumentation) and for preparation of a final punch list. Engineer will provide opinions and observations to the Construction

Manager and/or District regarding general compliance with the Contract Documents for improvements that are observed by the Engineer at the time of Engineer's site visits. Engineer's budget allowance is based on six site visits per month for Engineering staff. Site visits are budgeted at 8 hours per site visit per person, which includes travel time. Engineer's cost estimate assumes one site visit for one out of state staff for the duration of three days every month. Engineer's cost estimate assumes three site visits for one Bay Area staff every month.

Task 5.0 – Project Management

This task will include the following project management activities.

Task 5.1 Engineer shall provide day-to-day project administration. Engineer's budget assumes 2 hours total per month for this work.

Task 5.2 Engineer shall monitor task budgets and provide invoices. Engineer's fee estimate assumes 4 hours per month for this work.

Task 5.3 Engineer shall monitor project schedules. Engineer's fee estimate assumes 2 hours per month for this work.

Task 5.4 Engineer shall conduct QA/QC for the services provided. Engineer's fee estimate assumes 4 hours per month for this work.

Task 5.5 Engineer shall manage project staff. Engineer's fee estimate assumes 8 hours per month for this work.

Task 5.6 Engineer shall manage project subconsultants. Engineer's fee estimate assumes 12 hours per month for this work.

Task 6.0 – Air Permitting Support

Engineer shall provide the following services for air permitting support. Engineer's fee estimate assumes 2 hours per month for one Hazen staff for this work over the construction project duration. The following portion of the air permitting support effort will be the responsibility of the Engineer's air permitting subconsultant, Yorke Engineering, LLC.

Assist with Permit to Operate Issuance. Consultant will provide follow up assistance with the BAAQMD to answer questions related to the permit requirements, provide technical assistance to respond to BAAQMD

requests or negotiate permit conditions, review draft permit versions, and track the status of permit issuance. Engineer shall provide this assistance as needed/requested.

Assist with Coordinating Periodic Emissions Monitoring. Engineer shall assist with the coordination of periodic emissions monitoring or testing that may be required by the BAAQMD permit for the new aeration basin and associated odor control units. Engineer anticipates the BAAQMD will require some level of periodic emissions monitoring at the outlet and possibly the inlet of the new odor control units to monitor the concentration of volatile organic compounds (VOCs) and hydrogen sulfide (H₂S) and/or other odorous compounds. The coordination may include the preparation of technical summaries that review the periodic monitoring parameters required by the BAAQMD for the new aeration basin and associated odor control systems. The coordination may also include guidance on practical solutions for implementing the monitoring requirements. Based on other recent WWTP permits issued by the BAAQMD, Engineer does not expect full compliance source testing will be required by the BAAQMD when the ATC permit is issued for the new aeration basin and odor control units. However, if the BAAQMD does require full compliance source testing, support and coordination for this effort will be proposed separately.

Site Visit. As part of this proposal, Engineer has included one site visit to observe the new aeration basin and associated odor control units during the construction period or after construction is completed, if needed. The site observation will focus on comparing the equipment “as-built” to the description contained in the permit to identify any inaccuracies or inconsistencies. The site visit observation will also examine the equipment that will be used for the periodic emissions monitoring to ensure the equipment is consistent with the permit and addresses compliance concerns of the USD staff.

Task 7.0 – Geotechnical Support Services

Engineer shall provide the following services for geotechnical support. A portion of the effort will be the responsibility of the Engineer’s geotechnical subconsultant, Cal Engineering. Engineer’s fee estimate assumes 2 hours per month for one Hazen staff for this work.

Engineer shall review and provide response to the Contractor’s dewatering plan, shoring, excavation, and pile submittals.

Engineer's budget allowance assumes that the Engineer's geotechnical subconsultant, Cal Engineering, will perform up to four site visits to observe construction. Engineer shall attend seven construction meetings at two hours each.

Task 8.0 – Startup Support Services

Engineer shall provide start-up services to assist the District in transferring finished work from a construction status to operating, functional system(s). Such services will include review of Contractor's start-up plan and preparation of a start-up plan and procedures for District personnel use. Engineer shall assist District personnel during a period of initial operation of the new systems, up to the limit of the budget.

Task 8.1 Startup Training. Engineer shall provide startup training at the conclusion of Construction Stages Two, Three, Four and Five. Engineer's fee assumes 8-hour trainings for four staff for the durations listed below.

- A. Three Days of startup training at the conclusion of Construction Stage Two. Engineer's fee assumes 8-hour trainings for five Engineering staff. Engineer's fee estimate assumes 120 hours total for this work including travel expenses.
- B. Two Days of startup training and operational assistance at the conclusion of Construction Stage Three. Engineer's fee assumes 8-hour site visits for two Engineering staff (a total of 32 hours) including travel expenses to assist District staff in aeration control during operation of partially modified Aeration Basins 7 and 8 with existing Aeration Basins 5 and 6.
- C. Five Days of startup training at the conclusion of Construction Stage Four. Engineer's fee assumes 8-hour trainings for five Engineering staff. Engineer's fee estimate assumes 200 hours total for this work including travel expenses.
- D. Three Days of startup training at the conclusion of Construction Stage Five. Engineer's fee assumes 8-hour trainings for four Engineering staff. Engineer's fee estimate assumes 120 hours total for this work including travel expenses.
- E. Engineer's fee includes an additional 240 hours of fee for assistance with troubleshooting across all anticipated startup

windows. Additional time includes fee for process, mechanical and instrumentation/controls assistance.

Task 8.2 O&M Manuals. Engineer shall provide assistance to the District for updating Operation and Maintenance (O&M) manuals in the format of the existing O&M Manuals. Engineer shall provide draft updates to the existing SOPs at the conclusion of each major construction phase for facilities modified and completed within that construction stage. SOPs to be edited include:

- SOP PO105 – 01 Aeration Tank Isolation
- SOP PO105 – 04 Start and Operate Blower 7-10
- SOP PO105 – 05 Start and Operate Blower 12
- SOP PO105 – 08 Manually Run RAS and WAS pumps
- SOP PO105 – 10 Aeration Blower Filters
- SOP PO105 – 14 Adjust Main (Common) Air Header Distribution Valves
- SOP PO105 – 15 Change East Aeration Channel Blowers Air Filters
- SOP PO105 – 17 Change Lead Lag Sequence for Lift Station Pumps
- SOP PO105 – 20 Aeration Basin DO Control System

Task 8.3 Sampling and Process Modeling. Engineer shall provide five days of sampling and process modeling to update the BioWin™ model per installed plant upgrades. Engineer's cost assumes 8-hour days for four staff onsite including additional time for updates and calibration of the BioWin™ model. Engineer's fee estimate assumes 460 hours total for this work.

Task 9.0 – SCADA/PLC Programming and Network Support Services

Engineer shall provide the following services. Engineer's fee estimate assumes 2 hours per month for one Hazen staff for this work. The following portion of the effort will be the responsibility of the Engineer's instrumentation and controls subconsultant, Woodard and Curran. The task includes the following activities:

- Review programming submittals and provide written comments and recommendations.
- Pre and post project meetings with programmer to clarify standards and expectations.
- Assure that programming and methods are up to general quality standards and pre-existing design standards.

- Be available to provide assistance and review of work in production during every phase of development and startup.
- Project supervision, administration, and training during startup.
- Review of initial program development design.
- SCADA Inspection Services – Temporary Fiber / South ductbank intercept.

Task 10.0 – Environmental Support Services and compliance with California Environmental Quality Act (CEQA) provisions

Engineer shall provide the following services. A portion of the effort will be the responsibility of the Engineer's CEQA subconsultants, Scheidegger and Associates and Vista. It is assumed that the construction manager will maintain, follow, and report on necessary mitigation measures. Engineer's fee estimate assumes 4.5 hours per month for one Hazen staff for this work.

Engineer shall coordinate with the Contractor regarding environmental issues during construction work. Engineer shall provide archaeological services and air quality services as described in the project CEQA documentation including preparation of an Alert Sheet for USD and the Contractor, Contractor training, spot monitoring of excavated soils on four occasions, and a written report. It is assumed no cultural resources will be encountered. This task also includes responding to questions on the ETSU Phase 1A air quality database and assistance if potentially contaminated soil or groundwater is discovered during the construction.

Engineer shall provide assistance with Hazardous Materials handling and review including time for Hazen's subconsultant Vista to review the Contractor's hazardous materials removal submittal.

Task 11.0 – Record Drawings

Engineer shall produce record drawings based on markups provided by the Contractor and reviewed by the Construction Manager. Engineer's fee assumes 400 hours total for this work.

4. DELIVERABLES

All deliverables will be provided electronically via the District's web-based document management system, Projectmates, in Word or PDF format.

Deliverables will include:

- Responses to RFIs
- Responses to submittals
- DCMs
- Record Drawings in PDF Format and native files
- Correspondence and inspection notes to document status of the SCADA PLC Programmer's work
- Presentations from Startup and Training Sessions in PowerPoint format
- MS Word tracked changes version of recommended edits to existing District SOP's and O&M's for Secondary Treatment
- Updated BioWin™ model

5. PAYMENT TO THE ENGINEER

Payment to the Engineer will be as called for in Article 4 and 5 of the Agreement. The Multiplier for this work will be 3.15, the profit will be 13 percent, and the not-to-exceed amount will be \$3,924,756. A summary of the anticipated distribution of cost 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 – Aeration Basin Sub-Project Design Services	\$6,752,860	Yes	Paul Eldredge
Task Order No. 2 – Campus Building Sub-Project Design Services	\$3,737,412	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 1	\$98,335	No ¹	Paul Eldredge

– Aeration Basin No. 8 (30% Design)			
Amendment No. 2 to Task Order No. 1 – Geotechnical Field Investigation, Aeration Basin No. 8 (Final Design), Lift Station No. 2, and Public Easement	\$750,760	Yes	Paul Eldredge
Task Order No. 3- Aeration Basin Sub-Project ESDC	\$3,924,756	Yes	Paul Eldredge
Total	\$15,264,123		

Note 1: Although Board Authorization was not required for Amendment No. 1 it was requested and authorized by the Board at the July 13, 2020, Board Meeting.

8. TIME OF COMPLETION

All work defined in this Task Order No. 3 will be completed during the construction period of this project, subject to the conditions of Article 2 of this Agreement. Notice to Proceed is anticipated on March 1, 2022, with a total project duration of 1,350 days.

9. KEY PERSONNEL

Key engineering personnel assigned to this Task Order No. 3 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal in Charge	Paul Pitt
Project Manager	Allan Briggs
Deputy Project Manager	Irene Chu
Design Lead	Jared Hartwig
Construction Technical Advisor	Tony Greiner

Key personnel will not be changed except in accordance with Article 6 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 3 as of February ____, 2022 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Hazen and Sawyer

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

By: _____
Marc Solomon, P.E.
Vice President

Date: _____

Date: _____

EXHIBIT A - COST BREAKDOWN

UNION SANITARY DISTRICT Enhanced Treatment & Site Upgrade - Phase 1A Project	Principal-in-Charge Paul Pitt	Technical Advisor Ron Latimer	Technical Advisor Tony Greiner	Operations Barry Bickerstaff	Site PM Allan Briggs	Project Engineer Irene Chu	Project Manager Marc Solomon	Aeration System Joe Rohrbacher	Design Lead Jared Hartwig	Aeration Basins Michael McLamb	HVAC QC Swaid Alhajri	HVAC Thomas Nolan	Aeration System Bryan Atieh	Electrical Lead Jack Yao	Electrical Sandy Dao	Structural Lead Amy Thurston	Structural Doyin Oladimeji	Odor QC Kristen Sneyby	Odor Control Ryan McKenna	Front Ends Docs Marcela Slon	Staff Engineer Justin Irving	Staff Engineer Abby Farrell	Staff Engineer Serena Takada	Architectural QC Bill Russell	Architectural Jennifer Rousseau	Admin	CADD/BIM Scott Hakonson	H&S Labor Cost	I&C/Civil/Permitting W&C	Geotech Cal Engineering/ DCM Consulting	Corrosion Protection V&A Engineers	CEQA Scheldegger & Associates	Air Permitting York Engineering	Haz Mat Vista	Subcontractor Fee (5%)	Other Direct Costs (ODCs)	Total Fee
	Rate	\$330	\$300	\$260	\$245	\$290	\$230	\$330	\$260	\$210	\$140	\$280	\$120	\$230	\$290	\$150	\$220	\$130	\$250	\$220	\$200	\$220	\$170	\$140	\$250	\$140	\$140										
TASK ORDER 3																																					
1 Requests for Information	0	0	0	0	113	68	0	0	270	203	0	0	203	203	0	136	0	0	136	0	0	0	68	0	0	0	0	\$ 308,450	\$ 14,006	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 333,656
1.1 Requests for Information					113	68			270	203			203	203		136			136				68				\$ 308,450	\$ 14,006		\$ 10,000				\$ 1,200			
2 Submittal Review	0	0	0	0	0	0	0	150	300	900	180	300	450	300	600	300	600	180	300	480	0	0	600	60	300	0	0	\$ 1,086,900	\$ 24,812	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 1,741	\$ -	\$ 1,123,453
2.1 Submittal Review								150	300	900	180	300	450	300	600	300	600	180	300	480			600	60	300		\$ 1,086,900	\$ 24,812		\$ 10,000				\$ 1,741			
3 Design Clarification Memoranda	0	0	0	0	56	48	0	0	102	144	0	0	144	144	0	154	0	14	96	0	14	0	208	0	0	0	0	\$ 234,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234,440
3.1 Design Clarification Memoranda					48	48			96	144			144	144		96			96				144				\$ 202,560							\$ -			
3.2 Evaluation of Centralized Odor Control					8				6							58		14			14		64				\$ 31,880							\$ -			
4 Meetings and Site Visits	24	0	337	0	337	671	172	0	668	0	0	0	246	329	0	329	0	0	0	0	0	0	251	0	0	0	0	\$ 804,150	\$ 16,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 844	\$ 87,125	\$ 908,999
4.1 Preconstruction Meeting and Partnering Session			8		8	14	6		11													5					\$ 12,610							\$ -			
4.2 Weekly Construction Meetings with CM			115		115	231	58		231				86	115		115						86					\$ 274,500							\$ -			
4.3 Site Visits	24		214		214	426	108		426				160	214		214						160					\$ 517,040	\$ 16,880						\$ 844	\$ 87,125		
5 Project Management	0	0	360	0	360	90	270	0	360	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 383,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383,400	
5.1 Project Admin					90																						\$ 26,100							\$ -			
5.2 Budget and Invoicing					180																						\$ 52,200							\$ -			
5.3 Schedule Review									90																		\$ 18,900							\$ -			
5.4 QA/QC							180																				\$ 59,400							\$ -			
5.5 Staff Management			180						180																		\$ 84,600							\$ -			
5.6 Discipline Coordination			180		90	90	90		90																		\$ 142,200							\$ -			
6 Air Permitting Support	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	44	0	0	0	36	0	0	0	0	\$ 19,340	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 1,000	\$ -	\$ 40,340	
6.1 Air Permitting Support							10											44				36				\$ 19,340					\$ 20,000		\$ 1,000				
7 Geotechnical Support Services	0	0	0	0	72	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 24,660	\$ -	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ 54,060	
7.1 Geotechnical Support Services					72				18																		\$ 24,660		\$ 28,000					\$ 1,400			
8 Startup Support Services	128	104	0	208	0	184	0	120	184	104	0	20	168	80	80	0	0	80	80	0	356	96	320	0	0	40	0	\$ 510,000	\$ 10,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 524	\$ 22,630	\$ 543,638
8.1 Startup Training	104	64		168		44			104	24			64								140						\$ 175,520							\$ -	\$ 20,630		
8.2 O&M Development				40		80		80	80	80		20	80	80	80			80	80		120		240			40	\$ 236,200	\$ 10,484						\$ 524			
8.3 Sampling & Process Modeling Support	24	40				60		40					24								96	96	80				\$ 98,280							\$ -	\$ 2,000		
9 SCADA/PLC Programming and Network Support Services	0	0	0	0	0	0	0	0	27	0	0	0	36	9	18	0	0	0	0	0	0	0	0	0	0	0	\$ 19,260	\$ 85,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,286	\$ -	\$ 109,270	
9.1 SCADA/PLC Programming and Network Support Services									27				36	9	18												\$ 19,260	\$ 85,724						\$ 4,286			
10 Environmental Support Services	0	0	0	0	0	78	80	0	20	0	0	0	0	0	0	0	0	0	0	0	0	25	0	0	0	0	\$ 52,040	\$ -	\$ -	\$ -	\$ 37,306	\$ -	\$ 10,000	\$ 2,365	\$ -	\$ 101,711	
10.1 Environmental Support Services						78	80		20													25					\$ 52,040				\$ 37,306		\$ 10,000	\$ 2,365			
11 Record Drawings	0	0	0	0	0	0	0	0	20	20	20	0	20	20	0	20	0	0	0	0	0	0	0	0	20	0	260	\$ 79,600	\$ 11,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 581	\$ -	\$ 91,789
11.1 Record Drawings									20	20	20		20	20		20								20		260	\$ 79,600	\$ 11,608						\$ 581			
TASK ORDER 3 TOTAL	152	104	697	208	938	1,139	532	270	1,969	1,371	200	320	1,267	1,085	698	939	600	318	612	480	370	96	1,508	60	320	40	260	\$ 3,522,240	\$ 163,514	\$ 28,000	\$ 20,000	\$ 37,306	\$ 20,000	\$ 10,000	\$ 13,941	\$ 109,755	\$ 3,924,756



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Authorize the General Manager to Execute Task Order No. 3 with Brown and Caldwell for the Standby Power Generation System Upgrade Project (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Kevin Chun, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Brown and Caldwell (BC) in the amount of \$894,447 to provide engineering services during construction of the Standby Power Generation System Upgrade Project (Project).

Discussion

The purpose of Task Order No. 3 is to authorize BC to provide engineering services during construction, such as submittal review, responding to requests for information, startup support, and air permitting support.

The scope of services and fees of Task Order No. 3 are summarized below:

Task	Task Description	Amount
1	Project Management	\$77,970
2	Request for information	\$183,163
3	Submittal Reviews	\$289,023
4	Design Clarifications	\$67,323
5	Meetings and Site Visits	\$51,810
6	Conformed Documents	\$22,534
7	Startup Support	\$69,522
8	Geotechnical Support	\$26,355

Task	Task Description	Amount
9	Record Drawings	\$95,190
10	Air Permitting Support	\$11,557
Task Order Not to Exceed Amount		\$894,447

The task order's not-to-exceed amount of \$894,447 is 4.2 percent of the construction contract amount of \$21,135,320. For a project of this size and scope, staff expects the fee to be in the range of 4 to 5 percent. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Cogeneration Project	\$606,053	\$11,801,676	5.1%
Thickener Control Building Improvements Project	\$469,287	\$10,538,535	4.5%
Primary Digester No. 7 Project	\$957,403*	\$23,342,575*	4.1%

*The original construction and ESDC contract values are provided since construction is not yet completed.

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

The task order amounts for the Project's agreement with BC are summarized in the table below:

Description	Fee
Task Order No. 1 – Pre-design report and site selection	\$175,064
Amendment No. 1 to Task Order No. 1 – Electrical Load Analysis	\$29,969
Task Order No. 2 – Final Design	\$1,975,808
Amendment No. 1 to Task Order No. 2 – Temporary Generation Standby Power Technical Memorandum and CEQA Plus Services	\$43,323
Amendment No.2 to Task Order No.2 – CWSRF Submittal and Detailed Design	\$262,207
Amendment No. 3 to Task Order No. 2 – Connection to SWGR-SE, emissions provisions, adjust building finished floor elevation, historical research for CWSRF loan	\$176,176
Task Order No. 3 – Engineering Services During Construction	\$894,447
Total for this Agreement	\$3,556,994

Background

On February 14, 2022, the Board awarded the construction contract for the Project to Clark Construction Group – California, LP (Clark). Staff expects to Issue the Notice to Proceed to Clark in March 2022. The construction duration of the Project is 25 months.

The Project was identified from a study completed in 2016 to evaluate the condition of the Plant's current standby power system. The study concluded that the current standby generator equipment, generator control systems, and electrical switchgear equipment are outdated, unreliable, and difficult to maintain due to the age and obsolescence of the equipment and systems.

Figures 3 through 17 include photos of the existing generator equipment to be demolished.

BC completed the Project's final design in November 2021. The Project's major scope items are as follows:

- Installation of three new 2.5-MW standby engine generators and necessary appurtenances, located at the north end of the Plant, west of the Veasy Street cul-de-sac.
- Construction of a new prefabricated metal building sized to house three new standby engine generators, with room for one future standby engine generator and associated electrical equipment.
- Construction of comparable, exterior pad-mounted equipment such as transformers and aboveground diesel fuel storage tank.
- Construction of a new double-ended switchgear to replace the existing Substation No. 2 and Odor Control Building switchgears. At the Odor Control Building, the two existing motor control centers will be replaced.
- Installation of new electrical duct banks.
- Demolition of existing equipment and structures such as the six current standby engine generators, generator control panels and switchgears, and PLC panels.

Figure 1 shows the overall Plant site plan identifying the Project's major project scope items.

Previous Board Action

November 14, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with BC in the amount of \$175,064 for providing pre-design services for the Project.

February 12, 2018, the Board authorized the General Manager to execute Task Order No. 2 with BC in the amount of \$1,975,808 for providing final design services for the Project.

October 22, 2018, the Board adopted resolutions to authorize application for the Clean Water State Revolving Fund (CWSRF) financial assistance for the Project; dedicate and pledge the

Wastewater Enterprise Fund and Net Revenues for the repayment of CWSRF financial assistance; and reimburse expenditures paid prior to the approval of the CWSRF financial assistance by the State.

March 11, 2019, the Board conducted a public hearing to receive comments on the Initial Study and Mitigated Negative Declaration (MND) for the Project.

October 14, 2019, the Board adopted the Mitigated Negative Declaration (MND) for the Project and approved the Project as defined in the MND.

February 24, 2020, the Board adopted an addendum to the MND for the Project and approved modifications to the Project as set forth in the addendum to the MND.

March 9, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with BC in the amount of \$262,207 for providing additional design services for the Project.

September 14, 2020, the Board determined that all bids received for the Standby Generator System Equipment Supply Agreement were non-responsive and rejected all bids. The Board directed staff to negotiate an agreement, starting with apparent low bidder Cummins, or alternative action.

November 9, 2020, the Board awarded the Standby Generator System Equipment Supply Agreement in the amount of \$3,122,090 to Cummins Sales and Service.

September 13, 2021, the Board authorized the General Manager to Execute Amendment No. 3 to Task Order No. 2 with BC in the amount of \$176,176 for providing additional design services for the Project.

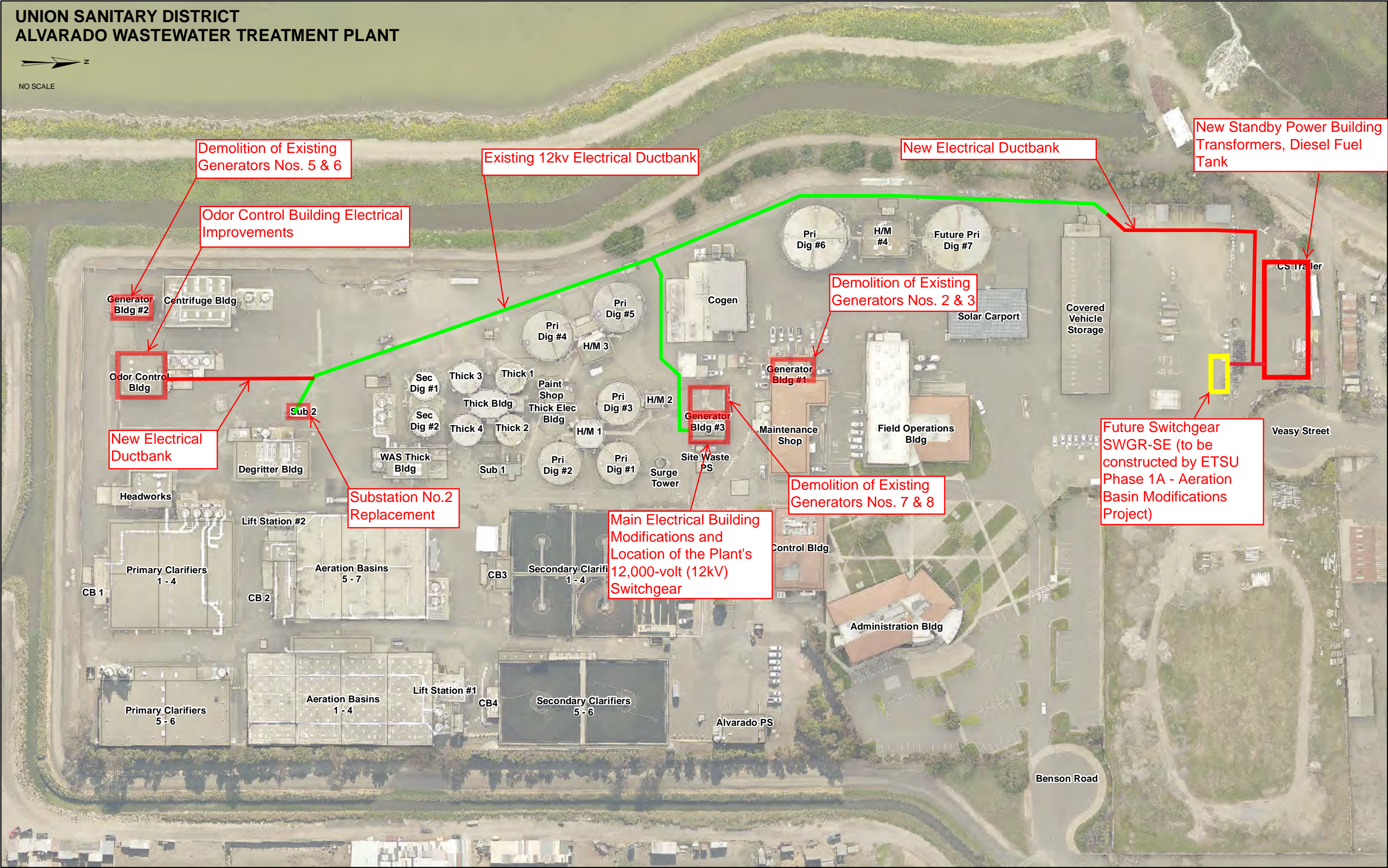
September 27, 2021, the Board adopted a revised addendum to the MND for the Project and approved modifications to the Project as set forth in the revised addendum to the MND.

February 14, 2022, the Board awarded the construction contract for the Project to Clark in the amount of \$21,135,320.

PRE/RC/AB/KC;mb

Attachments: Figure 1 – Plant Site Plan
Task Order No. 3

Figure 1: Standby Power Generation System Upgrade Project Site Plan



**STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT
(USD PROJECT NO. 800-452)**

TASK ORDER NO. 3

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

and

BROWN AND CALDWELL

For

PROFESSIONAL SERVICES

DATED November 15, 2016

1. PURPOSE

The purpose of Task Order No. 3 is to authorize engineering services during construction (ESDC) provided by Brown and Caldwell, hereinafter referred to as “Engineer,” for the Standby Power Generation Upgrades Project, hereinafter referred to as the “Project.” Engineering services to be provided during construction include engineering support, responses to requests for information (RFI), submittal reviews, design clarifications, attendance at meetings, site visits, conformed drawing preparation, startup support services, geotechnical support services, record drawing preparation, and air permitting support.

Although the Scope of Services is separated into tasks, the fee estimate for each individual task shall not be considered a “not to exceed” amount for each task. It is anticipated that some tasks may require more effort, and some may require less effort. The Engineer shall have the ability to adjust the budgets within the Scope of Services among tasks to balance the overall level of effort. The Engineer shall not exceed the total budget for the project without written authorization from Union Sanitary District, hereinafter referred to as the “District.”

2. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the task budget estimates presented in Exhibit A. Engineer shall provide the following engineering support services during construction of the Project.

Task 1: Project Management and Project Coordination

The Engineer shall oversee Engineer's staff and subconsultants and shall manage the project budget and schedule. This task shall consist of project management activities, including development of a project management plan, preparation of a quality plan, preparation of a field work safety plan, monitoring task budgets, maintenance of the project schedules, monthly invoices and progress reports, and general project coordination with the District.

The Engineer's project manager will attend weekly project management check-in meetings with the District's project manager.

Assumptions:

- The Engineer's budget allowance for this task assumes fourteen (14) hours of effort per month.
- Weekly check-in meetings will be 0.5 hour per meeting and will be attended via teleconference.

Deliverables:

- One PDF electronic copy of project invoice and progress report for each month (up to 26 months).

Task 2: Requests for Information

Engineer shall respond to formal requests for information (RFIs) on an as-requested basis. When the Construction Manager transmits a RFI to the Engineer, the Engineer shall provide a written response to the Construction Manager using the District's web-based document management system (Projectmates). For each technical RFI assigned by the Construction Manager, the Engineer shall complete review and submit a response to the Construction Manager within ten (10) calendar days of the Engineer's receipt of the RFI. If an RFI response cannot be completed within the ten (10) calendar day period, the Engineer shall notify the Construction Manager and provide the Construction Manager with the reason(s) for delay for that response before the end of the specified period.

Assumptions:

- The Engineer's budget allowance for this task is based on responses to a maximum of two hundred fifty (250) RFIs at an average of four (4) hours of effort per RFI.
- RFIs will be transmitted to the Engineer electronically through the District's web-based document management system.
- A RFI log will be maintained in the District's web-based document management system by others.
- The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the construction contract documents before transmitting RFIs to the Engineer.

Task 3: Submittal Reviews

Engineer shall respond to formal requests for technical submittal review on an as-requested basis. When the Construction Manager transmits a submittal to the Engineer, the Engineer shall provide a written response to the Construction Manager using the District's web-based document management system. For each submittal assigned by the Construction Manager, the Engineer shall complete review and submit a response to the Construction Manager within twenty-one (21) calendar days of the Engineer's receipt of the submittal. If a submittal response cannot be completed within the twenty-one (21) calendar day period, the Engineer shall notify the Construction Manager and provide the Construction Manager with the reason(s) for delay for that response before the end of the specified period.

The Engineer's submittal review is to determine compliance with the construction contract documents. Submittal review is not intended as acceptance of the Contractor's work or to relieve the Contractor of their full responsibility for performance, as required by the construction contract documents.

Assumptions:

- The Engineer's budget allowance for this task is based on responses to a maximum of two hundred sixty (260) submittals (including resubmittals) at an average of six (6) hours of effort per submittal.
- The submittals will be transmitted to the Engineer electronically through the District's web-based document management system.
- The District's web-based document management system will automatically log and organize each submittal and submittal response and will be maintained by others.

- The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the construction contract documents before transmitting submittals to the Engineer.
- Hard copies of submittals will not be marked up or returned as part of submittal reviews.
- Submittal review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- Specific submittals related to trench, shaft, or structure excavation shoring will be reviewed only for acknowledgement when the submittals are prepared by a licensed Civil or Structural Engineer registered in the State of California.

Task 4: Design Clarifications

The Engineer shall issue Design Clarification Memoranda (DCMs) on an as-requested basis. DCMs shall be written documents and may include specifications, sketches, or other information, as necessary. The Engineer shall transmit DCMs to the Construction Manager.

The Engineer will issue a DCM for the following reasons:

1. To clarify the construction contract documents, when necessary,
2. To modify the construction contract documents if a change is desired by the District, or
3. To assist the Construction Manager with the preparation of contract change order requests.

Assumptions:

- The Engineer's budget allowance for this task is based on preparing twenty-four (24) DCMs at sixteen (16) hours per DCM.
- The Engineer assumes that the Construction Manager will be responsible for distributing DCMs to other parties.

Task 5: Meetings and Site Visits

Subtask 5.1: Meetings

The Engineer's project manager and project engineer shall attend the preconstruction meeting via teleconference.

The Engineer shall have a representative virtually attend weekly recurring construction progress meetings via teleconference on an as-requested basis.

Assumptions:

- The Engineer's budget allowance for the preconstruction meeting assumes eight (8) total hours of effort.
- The Engineer's budget allowance for the weekly recurring construction progress meetings assumes that the project engineer will attend two (2) meetings per month (i.e., 50 meetings over the 25-month construction period) and that each meeting will require two (2) hours of effort.
- The Engineer will not lead the preconstruction meeting or the construction progress meetings, and the Engineer will not be responsible for preparing meeting documentation.

Subtask 5.2: Site Visits

The Engineer shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, as requested by the District. Site visits may include specialty (civil, architectural, structural, mechanical, electrical, and instrumentation) visits. The Engineer shall provide opinions and observations made during site visits to the District. Observations and opinions will be limited to general compliance of the Contractor's work with the construction contract documents.

Assumptions:

- The Engineer's budget allowance for site visits is a maximum of 20 visits over the 25-month construction period, up to the limit of the budget, with one (1) attendee from the Engineer's team per site visit, and eight (8) hours per attendee per site visit (including travel time).
- If the District requests a site visit, it is assumed that the District will provide at least 48 hours of notice.
- The construction inspections will be performed by the Contractor's specialty inspectors or by the Construction Manager's inspection staff.

Task 6: Conformed Documents

The Engineer shall prepare conformed plans and specifications by incorporating the addenda information into the construction contract documents. Conformed plans will be prepared using the original computer-aided design (CAD) software and the Engineer's CAD standards.

Assumptions:

- The conformed set will be clouded to show the changed information.
- The Engineer's budget allowance for conformed document preparation assumes one hundred twenty (120) total hours.
- The Engineer will not provide hard copies. Conformed document reproduction will be performed by the District or others.

Deliverables:

- The Engineer shall submit the conformed drawings and specifications electronically, as PDF documents, to the District.

Task 7: Startup Support

Subtask 7.1: Startup Support

Engineer shall provide startup support services for Project equipment to assist the District with the transition from construction to operation. The Engineer's startup support services shall include review of the Contractor's functional and operational testing plans, assistance with the development of the District's commissioning plans for the Substation 2 and Standby Generation System, and troubleshooting support for a period of initial operation of the new Project systems. At the District's request, the Engineer shall provide onsite support for operational testing and commissioning and will attend and support onsite equipment training sessions.

Startup support services covered by this task shall be provided up to the limit of the budget.

Assumptions:

- The Engineer's budget allowance for startup support assumes a total of two hundred (200) hours, which consists of forty (40) hours for virtual support services, eighty (80) hours for onsite support, and eighty (80) hours for onsite training support. The Engineer's onsite training support budget allowance assumes eight (8) 2-hour training sessions for the Standby Power Generation system and four (4) additional 4-hour training sessions. The onsite support and onsite training effort estimates include travel time.
- The Engineer will not lead or organize training sessions. Training sessions will be organized and led by others.

Subtask 7.2: Factory Demonstration Tests

The Standby Power Generation System Supply Package bid documents require factory demonstration testing for the standby generators and for the paralleling switchgear equipment.

At the District's request, the Engineer shall attend up to two (2) factory demonstration tests with District staff. These factory demonstration tests will include one (1) test for the standby generators and one (1) test for the paralleling switchgear and controls. The Engineer shall provide opinions and observations made during each factory demonstration test to the District. Observations and opinions will be limited to general compliance of the supplier's work with the construction contract documents.

Assumptions:

- The Engineer's budget allowance for attending the factory demonstration tests assumes a maximum of forty (40) hours of effort, which includes travel time, per factory test.
- The Engineer's budget allowance for attending the factory demonstration tests assumes that the test for the standby generator equipment and the test for the paralleling switchgear and controls will occur during separate periods. The allowance also assumes that one (1) member of the Engineer's team will travel to Cummins' facility in Fridley, Minnesota for each test and that each test will occur over two (2) full days.

Task 8: Geotechnical Support

The Engineer's geotechnical subconsultant, Cal Engineering, shall review and provide a response to the Contractor's dewatering plan submittal. The Engineer's geotechnical subconsultant shall also review the shoring submittal for acknowledgement and documentation.

The Engineer's geotechnical subconsultant shall visit the site to observe foundation excavations and foundation bearing materials.

The Engineer's geotechnical subconsultant shall also visit the site to observe construction of cast-in-drilled-hole (CIDH) pile construction for the standby generator foundations. The Engineer's geotechnical subconsultant shall maintain records for CIDH pile construction and shall make note of the Contractor's conformance or nonconformance with the construction contract documents.

Assumptions:

- The Engineer's budget allowance for Geotechnical Support assumes that the Engineer's geotechnical subconsultant will perform up to four (4) site visits to observe excavations at six (6) hours per visit per attendee (including travel time) and one (1) attendee per visit. The budget allowance for Geotechnical Support also assumes that the Engineer's geotechnical subconsultant will perform up to six (6) site visits to observe CIDH pile construction at six (6) hours per visit per attendee (including travel time) and one (1) attendee per visit.

- The Engineer's budget allowance for Geotechnical Support assumes two (2) review cycles for the dewatering submittal.
- Specific submittals related to trench, shaft, or structure excavation shoring will be prepared by a licensed Civil or Structural Engineer registered in the State of California and hired by the Contractor.
- Construction inspections for CIDH piles and pile reinforcement will be performed by the Contractor's specialty inspectors or by the Construction Manager's inspection staff.

Task 9: Record Drawings

The Engineer shall prepare record drawings, specific to the Project, developed from the Contractor's redlines. The Engineer shall incorporate Contractor redlines using the original computer-aided design (CAD) software and the Engineer's CAD standards.

Assumptions:

- The Engineer's budget allowance for the record drawing task assumes three (3) hours of CAD effort per sheet (149 sheets total) and forty (40) hours for quality control checks.
- The Engineer will not provide hard copies. Record drawing reproduction will be performed by the District or others.
- The Contractor and Construction Manager shall maintain a current set of marked-up contract documents showing field changes in electronic format. It is assumed that record drawing markups will be clear, legible, and easy to understand.
- The Engineer will not field-verify or confirm accuracy of Contractor markups.
- The Engineer will not model vendor-packaged systems (e.g., the Standby Generator System), where detailed submittals and O&M manuals already depict the as-built system within the vendor package.
- The Engineer will not reduce Revit and Civil 3D files into basic AutoCAD format (.dwg).

Deliverables:

- The Engineer shall submit the record drawings electronically, as PDF documents, to the District.
- The Engineer shall provide CAD files to the District in electronic format (e.g., Revit, Civil 3D, or AutoCAD files, depending on the design software used), if requested by the District.

Task 10: Air Permitting Support

The Engineer shall provide air permitting support services for the new diesel standby generators during construction. The Engineer shall prepare an extension request for the diesel standby generator Authority to Construct (Application No. 30497, Plant No. 1209, dated November 20, 2020). The extension request will include the Bay Area Air Quality Management District (BAAQMD) Authority to Construct Action Form and a supplementary letter, and the Engineer will submit the extension request to the BAAQMD at least ninety (90) days before Authority to Construct expiration date.

The Engineer shall also attend virtual meetings with and coordinate with the BAAQMD concerning the Project, as requested by the District, up to the limit of the budget.

Assumptions:

- The Engineer's budget allowance for Air Permitting Support assumes eight (8) hours of effort for the extension request and forty (40) hours of effort for additional support and coordination.
- The District will be responsible for signing BAAQMD forms as the responsible official and for paying any BAAQMD fees directly.
- The Engineer will not attend meetings with BAAQMD in person.
- Issuance of a Permit to Operate for the Project is at the sole discretion of BAAQMD and is outside the Engineer's scope.

Deliverables:

- The Engineer shall submit the Authority to Construct extension request electronically, as a PDF document, to the District and the BAAQMD.

PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The Multiplier for this work shall be 3.23, and the profit shall be 13 percent. The Engineer's cost includes an associated project cost (APC), referred to as the non-labor direct project charge in the Agreement, of \$8 per hour to cover day-to-day project expenses. An escalation rate of 3 percent per year will be applied to rates based on when the tasks and hours occur in the project schedule. Subconsultants shall be billed at actual cost plus 5 percent.

The Task Order No. 3 not-to-exceed fee is \$894,447. A summary of the anticipated distribution of cost and hourly effort between tasks is shown in Exhibit A.

The following table summarizes all task orders and amendments including those previously executed under the Agreement, ending with this Amendment:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No.1 - Predesign	\$175,064	Yes	Paul Eldredge
Amendment No.1 to Task Order No.1 – Electrical Load Analysis	\$29,969	No	Sami Ghossain
Task Order No.2 – Final Design	\$ 1,975,808	Yes	Paul Eldredge
Amendment No.1 to Task Order No.2 – Temporary Generation Standby Power TM and CEQA Plus Services	\$43,323	No	Sami Ghossain
Amendment No.2 to Task Order No.2 – CWSRF Submittal and Detailed Design	\$262,207	Yes	Paul Eldredge
Amendment No.3 to Task Order No.2 – SWGR-SE Design Changes	\$176,176	Yes	Paul Eldredge
Task Order No. 3 – ESDC	\$894,447	Yes	Paul Eldredge
Total	\$3,556,994		

3. TIME OF COMPLETION

All work defined in this Task Order No. 3 shall be completed during the construction period of this project, subject to the conditions of Article 3 of this Agreement. The anticipated construction period milestone dates are listed in the following table.

Milestone	Milestone Date
Contractor Notice to Proceed	March 2022
BAAQMD Authority to Construct Expiration Date	November 20, 2022
Standby Generator System Startup Begins	September 2023
Construction Complete	April 2024
Record Drawings Delivered to District	May 2024

4. KEY PERSONNEL

Key engineering personnel or subconsultants assigned to this Amendment are as follows:

ROLE	PERSONNEL
Project Manager	William Pevec
Electrical Lead Engineer	Matthew Pagendarm
Electrical Technical Advisor	Chris Kindle
Principal-In-Charge	Grace Chow

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

In WITNESS HEREOF, the parties hereto have executed this Task Order No. 3 as of _____, and therewith incorporated it as part of the Agreement.

ENGINEER:
Brown and Caldwell

DISTRICT:
Union Sanitary District

Signature _____
Grace Chow, P.E.
Vice President

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

Date _____

Date _____

Exhibit A - Cost Proposal
Standby Power Generation ESDC

Union Sanitary District (CA) -- Standby Power Gen ESDC																																
		Pavec, William J	Ingebrigtsen, Cara C	Terrazas, Richard W	Pagendam, Matthew R	Klittich, Kenneth D	Jones, Lori L	Crawford, David	Burke, Fred	Tanner, Deanna L	Chow, Grace C	Gerbert, Lynnette K	Hesby, James C	Forsberg, Dane C	Guirguis, Michael M	Matsumoto, Mark S	Lambert, Tait R	Gomez, Brandon R	Adrian, Hunter	Bobka, Ryan J	Ortiz-Donato, Steven					Gannett Fleming	Cal Engineering					
Phase	Phase Description	PM	PA	PMO	Elec. Lead Standby	Mech. Lead	MM	Arch. Lead	BIM Lead	Word Proc.	PIC	Air Permit	Chief Engineer	Elec. Eng / Design	Civil Lead	Mech. Design	Civil Design	Arch. Design	HVAC Lead	I&C	ESDC Staff	Total Labor Hours	Total Labor Effort	APC	Total ODCs	Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	
001	Project Management	\$161.59	\$176.97	\$339.66	\$291.57	\$247.17	\$343.70	\$295.81	\$210.36	\$135.15	\$347.97	\$231.20	\$336.37	\$147.63	\$299.81	\$188.80	\$170.93	\$128.30	\$140.68	\$236.05	\$109.36											
****	Default Task	170	140	14	0	0	26	0	0	0	14	0	0	0	0	0	0	0	0	0	0	364	75,058	2,912	0	0	0	0	0	0	2,912	77,970
002	Requests for Informatio	126	0	0	110	40	0	20	0	0	0	0	0	320	28	0	0	60	32	0	200	936	167,422	7,488	0	7,860	0	7,860	7,860	15,741	183,163	
****	Default Task	126	0	0	110	40	0	20	0	0	0	0	0	320	28	0	0	60	32	0	200	936	167,422	7488	0	7,860	0	7,860	7,860	15,741	183,163	
003	Submittal Reviews	130	0	0	160	60	0	40	0	0	0	0	0	420	48	0	0	96	120	32	294	1,400	253,998	11,200	0	22,690	0	22,690	22,690	35,025	289,023	
****	Default Task	130	0	0	160	60	0	40	0	0	0	0	0	420	48	0	0	96	120	32	294	1,400	253,998	11200	0	22,690	0	22,690	22,690	35,025	289,023	
004	Design Clarifications	24	0	0	40	12	0	8	0	0	0	0	0	130	8	0	0	24	12	0	86	344	60,035	2,752	0	4,320	0	4,320	4,320	7,288	67,323	
****	Default Task	24	0	0	40	12	0	8	0	0	0	0	0	130	8	0	0	24	12	0	86	344	60,035	2752	0	4,320	0	4,320	4,320	7,288	67,323	
005	Meetings and Site Visits	84	0	0	28	16	0	0	0	0	0	0	0	56	0	0	0	0	8	0	76	268	46,000	2,144	2,500	1,110	0	1,110	3,610	5,810	51,810	
001	Meetings	44	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	108	15,728	864	0	1,110	0	1,110	1,110	2,030	17,758	
002	Site Visits	40	0	0	24	16	0	0	0	0	0	0	0	56	0	0	0	0	8	0	16	160	30,272	1280	2,500	0	0	0	2,500	3,780	34,052	
006	Conformed Documents	8	0	0	2	2	0	2	16	16	0	0	0	24	2	16	16	8	2	0	6	120	21,574	960	0	0	0	0	0	960	22,534	
****	Default Task	8	0	0	2	2	0	2	16	16	0	0	0	24	2	16	16	8	2	0	6	120	21,574	960	0	0	0	0	0	960	22,534	
007	Startup Support	24	2	0	88	22	0	0	0	0	0	0	0	144	0	0	0	0	0	0	0	280	59,982	2,240	7,300	0	0	0	7,300	9,540	69,522	
001	Startup Support	20	0	0	80	20	0	0	0	0	0	0	0	80	0	0	0	0	0	0	0	200	45,910	1600	3,800	0	0	0	3,800	5,400	51,310	
002	Factory Demonstration Tests	4	2	0	8	2	0	0	0	0	0	0	0	64	0	0	0	0	0	0	0	80	14,072	640	3,500	0	0	0	3,500	4,140	18,212	
008	Geotechnical Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25,100	25,100	25,100	26,355	26,355	
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25,100	25,100	25,100	26,355	26,355	
009	Record Drawings	4	0	0	8	4	0	4	120	0	0	0	0	90	4	80	80	60	4	0	16	474	88,689	3,792	0	2,580	0	2,580	2,580	6,501	95,190	
****	Default Task	4	0	0	8	4	0	4	120	0	0	0	0	90	4	80	80	60	4	0	16	474	88,689	3792	0	2,580	0	2,580	2,580	6,501	95,190	
010	Air Permitting Support	8	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	48	11,173	384	0	0	0	0	0	384	11,557	
****	Default Task	8	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	48	11,173	384	0	0	0	0	0	384	11,557	
GRAND TOTAL		578	142	14	436	156	26	74	136	16	14	40	0	1,184	90	96	96	248	178	32	678	4,234	783,931	33,872	9,800	38,560	25,100	63,660	73,460	110,516	894,447	

Hours and Dollars are rounded to nearest whole number.
A 5% markup is applied to all subconsultants.
An annual escalation for BC labor of 3% per calendar year is assumed.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Standby Power Generation System Upgrade Project**
(This is a Motion Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Kevin Chun, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Psomas in the amount of \$2,323,949 to provide construction management services for the Standby Power Generation System Upgrade Project (Project).

Discussion

The purpose of Task Order No. 1 is to authorize Psomas to provide construction management services for the Project. The scope of services for Task Order No. 1 will include construction administration, facilitation of progress meetings with the contractor, Clean Water State Revolving Fund (CWSRF) loan reporting, processing of construction documents, field quality assurance, coordination of field testing and training, and project closeout inspection and documentation.

The scope and fee for Task Order No. 1 are summarized as follows:

Task Description	Amount
Construction Management Services (25-month duration): <ul style="list-style-type: none"> • Construction Administration • Project Communication • Field Inspection Services • Project Closeout 	\$2,037,299
Subconsultants: <ul style="list-style-type: none"> • Material Testing/Special Inspection • Coating Inspection • Electrical and Controls Inspection Support • Schedule Review • CWSRF Reports 	\$286,650
Task Order No. 1 Not to Exceed Amount	\$2,323,949

The total not-to-exceed fee of \$2,323,949 is 11 percent of the construction contract amount of \$21,135,320. For a project of this size and scope, staff expects the fee to be in the range of 9% to 12% of construction costs depending on the size, complexity, and duration of the project. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past projects.

Project	Construction Management and Inspection Cost (A)	Construction Cost (B)	Percentage of A to B
Cogeneration Project	\$1,091,435	\$11,801,676	9.2%
Thickener Control Building Improvements Project	\$1,298,476	\$10,538,535	12.3%
Enhanced Treatment Site Upgrade (ETSU) Phase 1A Project	\$10,986,283*	\$117,600,000*	9.3%

*The original construction and ESDC contract values are provided since construction is not yet completed.

Staff has reviewed this price proposal and found it to be reasonable. All work under this task order, including project close out phase services, is expected to be completed by June 2024.

Background

On February 14, 2022, the Board awarded the construction contract for the Project to Clark Construction Group – California, LP (Clark). Staff expects to Issue the Notice to Proceed to Clark in March 2022. The construction duration of the Project is 25 months.

The Project was identified from a study completed in 2016 to evaluate the condition of the Plant's current standby power system. The study concluded that the current standby generator equipment, generator control systems, and electrical switchgear equipment are outdated, unreliable, and difficult to maintain due to the age and obsolescence of the equipment and systems.

Brown and Caldwell (BC) completed the Project's final design in November 2021. The Project's major scope items are as follows:

- Installation of three new 2.5-MW standby engine generators and necessary appurtenances, located at the north end of the Plant, west of the Veasy Street cul-de-sac.
- Construction of a new prefabricated metal building sized to house three new standby engine generators, with room for one future standby engine generator and associated electrical equipment.
- Construction of comparable, exterior pad-mounted equipment such as transformers and aboveground diesel fuel storage tank.
- Construction of a new double-ended switchgear to replace the existing Substation No. 2 and Odor Control Building switchgears. At the Odor Control Building, the two existing motor control centers will be replaced.
- Installation of new electrical duct banks.
- Demolition of existing equipment and structures such as the six current standby engine generators, generator control panels and switchgears, and PLC panels.

Figure 1 shows the Plant site plan identifying the Project's major scope items.

Previous Board Action

November 14, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with BC in the amount of \$175,064 for providing pre-design services for the Project.

February 12, 2018, the Board authorized the General Manager to execute Task Order No. 2 with BC in the amount of \$1,975,808 for providing final design services for the Project.

October 22, 2018, the Board adopted resolutions to authorize application for the CWSRF financial assistance for the Project; dedicate and pledge the Wastewater Enterprise Fund and Net Revenues for the repayment of CWSRF financial assistance; and reimburse expenditures paid prior to the approval of the CWSRF financial assistance by the State.

March 11, 2019, the Board conducted a public hearing to receive comments on the Initial Study and Mitigated Negative Declaration (MND) for the Project.

October 14, 2019, the Board adopted the MND for the Project and approved the Project as defined in the MND.

February 24, 2020, the Board adopted an addendum to the MND for the Project and approved modifications to the Project as set forth in the addendum to the MND.

March 9, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with BC in the amount of \$262,207 for providing additional design services for the Project.

September 14, 2020, the Board determined that all bids received for the Standby Generator System Equipment Supply Agreement were non-responsive and rejected all bids. The Board directed staff to negotiate an agreement, starting with apparent low bidder Cummins, or alternative action.

November 9, 2020, the Board awarded the Standby Generator System Equipment Supply Agreement in the amount of \$3,122,090 to Cummins Sales and Service.

September 13, 2021, the Board authorized the General Manager to execute Amendment No. 3 to Task Order No. 2 with BC in the amount of \$176,176 for providing additional design services for the Project.

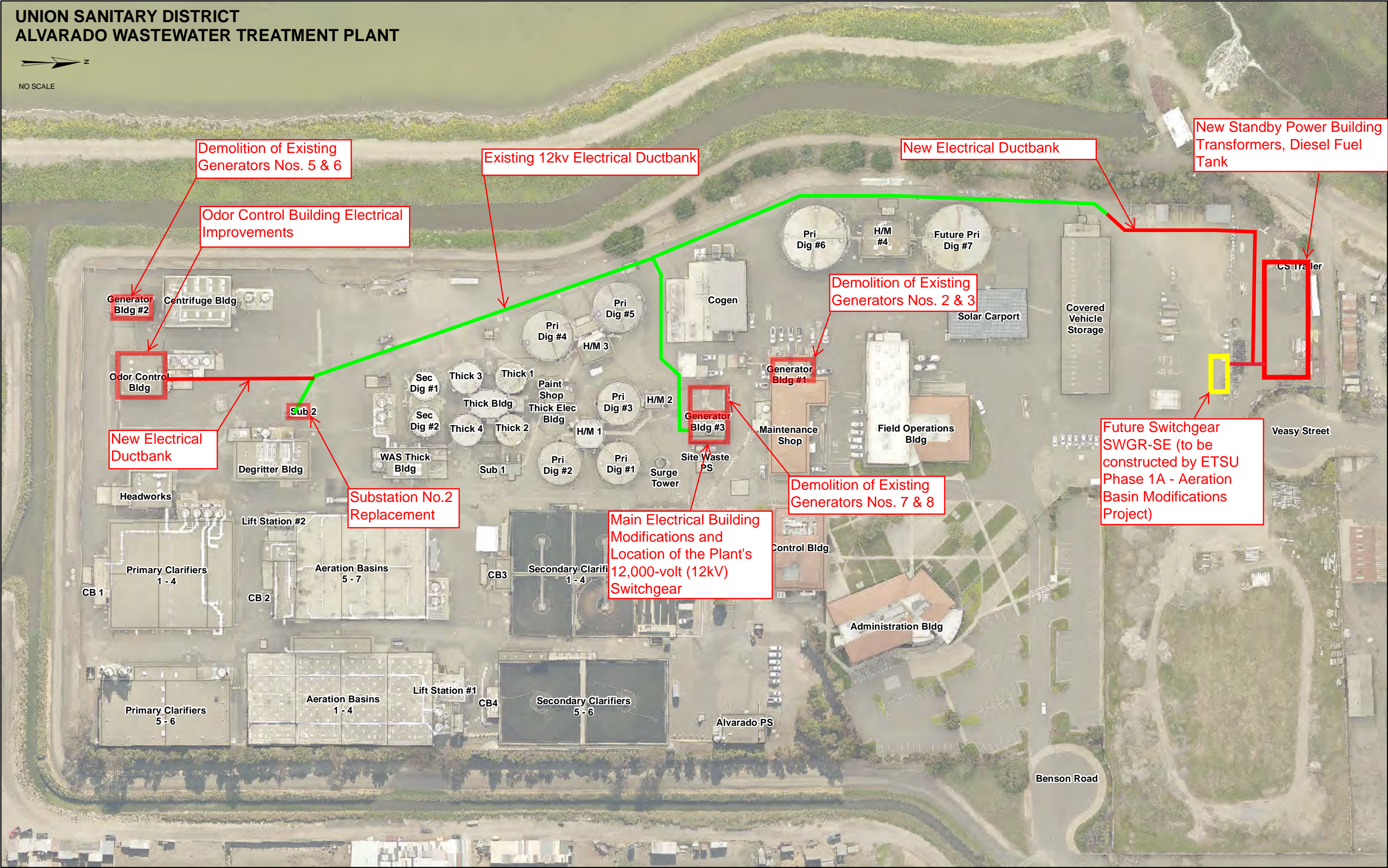
September 27, 2021, the Board adopted a revised addendum to the MND for the Project and approved modifications to the Project as set forth in the revised addendum to the MND.

February 14, 2022, the Board awarded the construction contract for the Project to Clark in the amount of \$21,135,320.

PRE/RC/AB/KC; mb

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

Figure 1: Standby Power Generation System Upgrade Project Site Plan



STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the Standby Power Generation System Upgrade Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities.

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

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

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

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by othersto 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.

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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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.

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

other than District and Engineer.

ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

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

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

ARTICLE 23 - EXCEPTIONS

23.1 Articles 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 shall be deleted in their entirety.

Article 2.1 shall be added to read:

“2.1 District shall pay Engineer for the performance of Services on an actual time basis at mutually agreeable billing rates; and for materials and direct costs with no markup; the total pay not to exceed amount is stipulated in each Task Order.”

Article 2.2 shall be added to read:

“2.2 Billing rates shall be in accordance with a rate schedule included with each Task Order. Billing rates are subject to revision to coincide with Engineer’s normal salary review schedule.”

Article 2.3 shall be added to read:

“2.3 Each Task Order’s Scope of Services may be altered by mutual agreement at any time during the term of this agreement. Engineer will not commence work on altered Scope of Services until authorized by District.”

23.2 Articles 2.8 and 2.9 shall be changed to Articles 2.4 & 2.5 respectively.

23.3 Article 10.1: the phrase, “a methodology and calculation of the Multiplier for fringe benefits and indirect costs” shall be deleted.

23.4 Article 10.4 shall be deleted in its entirety.

23.5 Article 11.5: the last sentence shall be changed to read, “All coverage shall remain in effect until completion of all Task Orders.”

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

UNION SANITARY DISTRICT

PSOMAS

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

By: _____
Gary Skrel, P.E.
Principal/Vice President

Date: _____

Date: _____

By: _____
Nick Tarditti
Chief Financial Officer

Date: _____

STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT

TASK ORDER NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The District's existing Alvarado Wastewater Treatment Plant's (WWTP's) standby power system consists of six diesel standby engine-generators installed during the 1978, 1985, and 1993 Plant Expansion or Upgrade projects. Due to the construction or upgrade of various elements of the plant's electrical system, combined with the fact that the generators' individual control systems are from different eras, startup and synchronization problems have been encountered with the operation of the generators. Due to the age of the generators and the generator control and switchgear equipment, coupled with reliability concerns, the District upgrade the standby power generation system.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through Kevin Chun, Project Manager, Union Sanitary District.

3. SCOPE OF SERVICES

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

Task 1 – CONSTRUCTION PERIOD SERVICES

1. Preconstruction Conference (Meeting)
 - a. Consultant shall prepare the agenda, lead the meeting, draft, and distribute the Records of Discussion. The District, Designer and Contractor team shall attend the meeting.
 - b. As an extension of the meeting Consultant shall 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. Consultant shall conduct preconstruction inspections documenting conditions using digital photographs and video.
3. Administration and Office Set-Up
 - a. Consultant shall 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 shall provide office trailer, furniture, copier, internet service, etc. Consultant shall coordinate the requirements in the construction contract documents.
4. Construction Administration
 - a. Project Coordination: Consultant shall act as the project coordinator and be the Contractor’s main point of contact.
 - b. Document Tracking System: Consultant shall use and maintain the District’s online system for tracking all correspondence and documents on the Project.
 - c. Construction Administration Services: Consultant shall receive all correspondence from the Contractor and address all construction related correspondence and inquiries from the contractor. Designer shall be responsible for providing any design input.
5. Meetings
 - a. Consultant shall prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings shall generally be held weekly. Other construction meetings shall be scheduled as needed which may include submittal reviews, critical activity coordination,

- schedule reviews, SCADA planning/coordination, change orders and startup and testing.
 - b. Consultant shall facilitate and prepare records of discussions for the progress meetings and other construction related meetings.
- 6. Outside Agency Coordination: District/Contractor shall obtain necessary permits. Consultant shall coordinate with outside agencies and review Contractor's compliance with permit requirements.
- 7. Submittals
 - a. Consultant shall process all submittals.
 - b. Consultant shall 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. Consultant shall return the reviewed submittal back to the Contractor.
 - d. Consultant shall 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. Consultant shall receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Consultant shall return the RFI to the Contractor.
 - b. Consultant shall provide a response to any administrative and/or general RFIs. Consultant shall route all design related RFIs to Designer (and cc the District) for review and response.
 - c. Consultant shall review Designer's response to confirm it answers the question and doesn't constitute a material change before transmitting back to the Contractor.
 - d. Consultant may generate its own questions that shall be transmitted to the Designer via a CM-RFI.
 - e. If a detail, specification, or plan sheet needs amending, Designer shall be responsible for preparing the Design Clarification. Non-substantive items shall be transmitted back to the Contractor. Items that Consultant 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 shall prepare design details for change requests and submit any material changes to the Authority Having Jurisdiction for approval.

Consultant shall prepare and issue the change request to the Contractor with the appropriate supporting design documents.

- b. Consultant shall 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, Consultant shall issue a field order. All work done under a field order shall be completed on a time and material basis. Consultant shall advise the District of the issuance of the field order, and the District shall review and authorize Consultant to execute the Field Order.
- d. District/Consultant shall negotiate change orders with the Contractor. Upon agreement, Consultant shall prepare change orders for execution by the District and Contractor.
- e. Consultant shall implement and maintain a system for logging and tracking changes.

10. Progress Payment

- a. Consultant shall review and approve the initial cost breakdown (Schedule of Values) prepared by the Contractor.
- b. Consultant shall review and process the Contractor's monthly progress payment requests.
- c. Consultant shall prepare a summary cover sheet for the progress payments which shall be executed by Consultant, the Contractor and the District.

11. Scheduling

- a. Consultant shall 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. Consultant shall provide review comments.
- b. Consultant shall review the schedule updates and provide written comments as necessary.
- c. Consultant shall review, evaluate, and make written recommendations to the District of any Contractor requested Contract Time extensions.
- d. Consultant shall conduct Time Impact Analysis (TIA) reviews as necessary and has budgeted 144 hours for review of TIAs.

12. Reporting to Staff/District Board: Consultant shall 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 shall be included. Consultant,

when requested by the District, shall attend Board meetings to assist District staff.

13. Field Quality Control

- a. Consultant shall provide full-time field inspection/observation services to monitor compliance with the contract documents and shall 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. Consultant shall upload photographs of the work that shall be attached to Daily Reports and separately upload to a Project Photo library.
- d. Consultant shall monitor the Contractor's record documents monthly to confirm they are being maintained as required by the contract.
- e. Special Inspections: Consultant shall contract with specialty firms to furnish the materials testing, special inspections, and commissioning. Consultant shall schedule and coordinate special inspections.
- f. Consultant shall not schedule and coordinate material testing and specialty inspection services contracted by the Contractor.
- g. Consultant shall 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. Consultant shall facilitate/coordinate system outages, shutdowns, startups, and tie-ins that are requested by the Contractor and executed/supported by the District.
- b. Consultant shall review the Contractor's System Outage/System Startup (SOSR) requests before forwarding to the District for approval. Consultant shall assist with the coordination/communication between the Contractor and District's field forces to successfully implement a system outage/startup.

15. Means and Methods of Construction: Consultant shall 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. Consultant shall comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Consultant's work and shall take necessary

- precautions for safe operation of Consultant's work, and the protection of Consultant's personnel from injury and damage from such work.
- b. Neither the professional activities of Consultant, nor the presence of Consultant'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. Consultant 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. Consultant staff shall adhere to current Alameda County Health Department and District mandated COVID-19 Safety Protocols.
17. Spare Parts: Consultant shall prepare a list of required spare parts and attic stock materials from the specifications. Consultant shall work with the Contractor to inventory and transfer spare parts and materials to the District.
18. Operation and Maintenance (O&M) Manuals: Consultant shall 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 Standby 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.
 - 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.
20. Develop Lock-Out-Tag-Out (LOTO) Standard Operating Procedures (SOPs) for the new and modified equipment included in Project.

- a. The District shall provide the template and the software and/or computer necessary to develop the SOPs in the special format requested by the District.
 - b. Consultant's 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) 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 Consultant's participation in factory witness testing.
 - b. Consultant shall facilitate the development of the Startup Plan with the Contractor, Designer, and the District.
 - c. Consultant shall provide oversight, coordination, and administration of training and testing. Designer shall provide design assistance during testing operations.
 - d. Consultant shall observe start-up and testing as the District's representative and maintain copies of start-up documentation in an organized binder that shall be turned over at the end of the project.
 - e. Consultant shall attend training sessions and collect attendance sheets and copies of training material.

23. Corrective Work Item List

- a. Consultant shall maintain a Corrective Work Item list throughout the project for all noted non-conforming items that shall be transmitted to the Contractor regularly. Items shall be removed from the list after Consultant 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, Consultant shall prepare a Certificate for execution by the District and the Contractor. The Substantial Completion Certificate shall include the Punchlist as an attachment.
- b. Punchlist: Consultant, with input from Designer and District, shall prepare the list of outstanding deficiencies and issue them as a punchlist(s).
- c. Final Inspection and Payment
 - 1. Consultant shall 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. Consultant shall prepare necessary District documentation recommending acceptance of the completed work by the Board or duly designated representative.
- b. Consultant shall turnover project documentation to the District after completion of the project.
- c. Consultant shall have full and complete access available to all files created by Consultant 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 Consultant'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.

Assumptions

STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT

Task Order No. 1 – Construction Management Services

Page 9

- On-site office facilities and furnishings provided by the Contractor commencing on the Notice to Proceed date through Project Substantial Completion.
- 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.

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 \$2,323,949. A summary of the anticipated distribution of costs and manpower between tasks is shown in Exhibit A.

The following table summarizes the 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 for the Standby Power Generation System Upgrade Project	\$2,323,949	Yes	Paul Eldredge
Total	\$2,323,949		

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 based upon the following assumptions:

STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT

Task Order No. 1 – Construction Management Services

Page 10

Description	Schedule
Bid Opening	December 2021
Construction NTP	March 2022
Construction Duration	25 months
Close Out Duration	2 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	Gary Skrel
Construction Manager	J.D. Brosnan

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 _____ 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: _____
Gary Skrel
Principal/Vice President

Date: _____

Date: _____

By: _____
Nick Tarditti
Chief Financial Officer

Date: _____

Exhibit A - Cost Proposal

Task Order No. 1

Standby Power Generation System Upgrade Project

PSOMAS		2022 Rate	STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT CONSTRUCTION PERIOD												2022 Rate	STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT CONSTRUCTION PERIOD											
			NTP																								
Feb-22		Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23				
Task 1 - Standby Project		8	224	418	418	418	418	418	418	418	458	458	458		458	458	458	458	458	458	458	458	458	458			
PIC Gary Skrel	\$ 247		8	2	2	2	2	2	2	2	2	2	2	\$ 255	2	2	2	2	2	2	2	2	2	2			
PM/CM J.D. Brosnan	\$ 211	8	96	96	96	96	96	96	96	96	96	96	96	\$ 217	96	96	96	96	96	96	96	96	96	96			
OE/FE TBD	\$ 133		120	160	160	160	160	160	160	160	160	160	160	\$ 137	160	160	160	160	160	160	160	160	160	160			
Inspector 1	\$ 175		0	160	160	160	160	160	160	160	160	160	160	\$ 180	160	160	160	160	160	160	160	160	160	160			
Inspector 2	\$ 175										40	40	40	\$ 180	40	40	40	40	40	40	40	40	40	40			
Subconsultants																											
CTS Material Testing / Special Inspection																											
Bay Area Coating Consultants																											
E, I and C: Beecher Engineering																											
Schedule Review Subconsultant - TBD																											
RGM (Labor Compliance and SRF Reporting)																											
Other Direct Costs			\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500			
Totals		8	224	418	418	418	418	418	418	418	458	458	458		458	458	458	458	458	458	458	458	458	458			

PSOMAS		2024 Rate	STANDBY PROJECT CONSTRUCTION PERIOD			STANDBY PROJECT CLOSEOUT		Subtotal Hours	Subtotal Fee	Subconsultant Markups (5%)	Total Fee
			Jan-22	Feb-24	Mar-24	Apr-24	May-24				
Task 1 - Standby Project			458	458	458	338	338	11,620	\$ 2,310,299	\$ 13,650	\$ 2,323,949
PIC Gary Skrel	\$ 262	2	2	2	2	2	60	\$ 15,146	\$ -	\$ 15,146	
PM/CM J.D. Brosnan	\$ 224	96	96	96	96	96	2,600	\$ 561,852	\$ -	\$ 561,852	
OE/FE TBD	\$ 141	160	160	160	160	160	4,280	\$ 582,173	\$ -	\$ 582,173	
Inspector 1	\$ 186	160	160	160	80	80	4,000	\$ 716,470	\$ -	\$ 716,470	
Inspector 2	\$ 186	40	40	40			680	\$ 122,659	\$ -	\$ 122,659	
Subconsultants											
CTS Material Testing / Special Inspection							Allowance	\$ 60,000	\$ 3,000	\$ 63,000	
Bay Area Coating Consultants							Allowance	\$ 15,000	\$ 750	\$ 15,750	
E, I and C: Beecher Engineering							Allowance	\$ 60,000	\$ 3,000	\$ 63,000	
Schedule Review: Construction Scheduling Experts							Allowance	\$ 23,000	\$ 1,150	\$ 24,150	
RGM (Labor Compliance and SRF Reporting)							Allowance	\$ 115,000	\$ 5,750	\$ 120,750	
Other Direct Costs		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500		\$ 39,000	\$ -	\$ 39,000	
Totals		458	458	458	338	338	11,162	\$ 2,310,299	\$ 13,650	\$ 2,323,949	

Notes

1.

The individual hourly rates include salary, overhead and profit, and a 3% escalation to account for work performed in subsequent calendar years.

2.

Sub Consultants will be billed at actual cost plus 5%

3.

Other direct costs (ODCs) such as reproduction, deleivery, mileage (rates will



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Tanner Pacific, Inc. for the Aeration Blower No. 11 Project and Centrifuge Building Improvements Project (*This is a motion item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Services Work Group Manager
Allan Briggs, Interim CIP Team Coach
Somporn Boonsalat, Associate Engineer
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Tanner Pacific, Inc. (TPI) in the amount of \$84,870 to provide additional construction management services for the Aeration Blower No. 11 Project (Blower Project) and Centrifuge Building Improvements Project (Centrifuge Project).

Discussion

The purpose of this amendment is to authorize additional construction management and inspection services for the Blower Project and Centrifuge Project through early April 2022. The scope of services and fees of the amendment are summarized below:

Task Description	Fee
Construction Phase Services: <ul style="list-style-type: none">• Construction Oversight• Project Communication• Project Reporting and Records Review	\$84,870
Amendment No. 1 Not to Exceed Fee	\$84,870

Both projects experienced delays due to COVID, fabrication issues with the equipment and material suppliers, weather conditions, and unforeseen site conditions. In our opinion, a portion of the delays is attributable to the contractor. Staff is currently in discussions with the contractor on recuperating some of the costs.

The task order amounts for the Project's agreement with TPI are summarized in the table below:

Description	Amount
Task Order No. 1 – Construction Management and Inspection Services	\$258,800
Amendment No. 1 to Task Order No. 1 – Additional Construction Management and Inspection Services	\$84,870
Total for this Agreement	\$343,670

Background

Aeration Blower No. 11 Project

In 2016, the District completed the High Speed Aeration Blower Project at the Plant to install a new high-speed Aeration Blower No. 12 to improve the energy efficiency of the process and to evaluate it as a replacement option for the existing multistage centrifugal blowers. In 2018, the District evaluated the performance of Aeration Blower No. 12 and determined that it was operating more efficiently than the existing multistage centrifugal blowers. Staff was satisfied with its performance and decided to install another high-speed blower to provide additional blower capacity and to increase aeration system reliability.

The major elements of the Blower Project are as follows:

- Installation of a second high-speed blower, Aeration Blower No. 11, in the East Aeration Blower Building.
- Modifications to the aeration piping system, electrical system, and other associated systems to facilitate the addition of the new high-speed blower.
- Improvements to the building's ventilation system to improve the performance of the two high-speed blowers.
- Replacement of the building's roofing membrane system.
- Seismic retrofit to the building's precast concrete panels.
- Miscellaneous structural concrete repairs to the building.

On September 28, 2020, the Board awarded the construction contract for the Blower Project to Western Water Constructors, Inc. Staff issued the Notice to Proceed (NTP) for the Blower Project on October 28, 2020, with a Substantial Completion date of September 19, 2021.

Centrifuge Building Improvements Project

The Plant's Centrifuge Building was constructed in 2002 and houses four high-speed centrifuges to dewater digested sludge. The dewatered sludge is then conveyed by a series of shafted screw conveyors to the sludge hoppers for truck loading and disposal. Staff had been experiencing maintenance challenges with the shafted screw conveyors, which have bearings that are no longer in production and are custom-made for the District. Unfortunately, the bearings wore out and failed on a frequent basis. To increase reliability of the sludge conveyance system in the Centrifuge Building, the project will replace the existing shafted conveyors with new shaftless conveyors that will not require the problematic bearings.

The major elements of the Centrifuge Project are as follows:

- Removal of the existing shafted screws from the Horizontal Sludge Conveyor Nos. 1 and 2 and Inclined Sludge Conveyor Nos. 1 and 2.
- Modifications to the existing Horizontal Sludge Conveyor Nos. 1 and 2 trough sections for reuse.
- Extension of the existing Inclined Sludge Conveyor Nos. 1 and 2 trough sections.
- Installation of new trough liners and shaftless screws into the existing and extended troughs of the Horizontal and Inclined Sludge Conveyors.
- Replacement of conveyor supports and drive units.

On November 9, 2020, the Board awarded the construction contract for the Centrifuge Project to Western Water Constructors, Inc. Staff issued the NTP for the Centrifuge Project on December 21, 2020, with a Substantial Completion date of November 5, 2021.

Previous Board Action

Aeration Blower No. 11 Project

November 11, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. (Carollo) in the amount of \$122,849 for final design services for the Aeration Blower No. 11 Project.

September 28, 2020, the Board awarded the construction contract for the Aeration Blower No. 11 Project to Western Water Constructors, Inc. in the amount of \$1,652,000.

October 12, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Carollo in the amount of \$74,705 to provide engineering services during construction for the Aeration Blower No. 11 Project.

December 14, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with TPI in the amount of \$258,800 to provide construction management services for the Aeration Blower No. 11 Project and Centrifuge Building Improvements Project.

May 10, 2021, the Board authorized the General Manager to execute Contract Change Order No. 1 with Western Water Constructors, Inc. in the amount of \$101,145 for the Aeration Blower No. 11 Project. The contract change order included modifications to the ventilation system at the East Aeration Blower Building.

Centrifuge Building Improvements Project

January 14, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with AECOM in the amount of \$183,789 for preliminary design services for the Centrifuge Building Improvements Project.

September 23, 2019, the Board authorized the General Manager to execute Task Order No. 2 with AECOM in the amount of \$573,569 for final design services for the Centrifuge Building Improvements Project.

November 9, 2020, the Board awarded the construction contract for the Centrifuge Building Improvements Project to Western Water Constructors, Inc. in the amount of \$688,000.

December 14, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$258,800 to provide construction management services for the Aeration Blower No. 11 Project and Centrifuge Building Improvements Project.

PRE/RC/AB/SB/DC;mb

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

AERATION BLOWER NO. 11 AND CENTRIFUGE BUILDING IMPROVEMENTS PROJECTS

AMENDMENT No. 1

TO

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

TANNER PACIFIC, INC.

FOR

PROFESSIONAL SERVICES

Dated December 15, 2020

1. PURPOSE

The purpose of this Amendment is to extend the Task Order Construction Management and Inspection services for the Aeration Blower No. 11 and Centrifuge Building Improvements Projects through the delayed Project completion. It is currently anticipated that work under this Amendment will be completed by April 30, 2022.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Managers, Derek Chiu (Blower) and Somporn Boonsalat (Centrifuge).

3. SCOPE OF SERVICES

The Scope of Services associated with this Amendment are as described in the Task Order No. 1, Exhibit A.

4. DELIVERABLES

Engineer shall provide the deliverables as defined in the Task Order No. 1, Exhibit A.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The cost ceiling shall be increased by \$84,870 to a total amount of \$343,670. A summary of the anticipated distribution of cost and manpower is shown in Exhibit B.

The following table summarizes all 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 and Inspection Services	\$258,800	Yes	Paul Eldredge
Amendment No. 1 – Construction Management and Inspection Services	\$84,870	Yes	Paul Eldredge
Total	\$343,670		

6. TIME OF COMPLETION

It is currently anticipated that the work under this Amendment will be completed by April 30, 2022.

7. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
PIC/CM	Michael K. Jaeger, P.E.
OE	Masih Hamkar, P.E.
Inspector	Thomas (TJ) Hanson

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 Amendment No. 1 to Task Order No. 1 as of _____ and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Tanner Pacific, Inc.

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

By: _____
William Tanner, P.E.
CEO

Date: _____

Date: _____

By: _____
Michael K. Jaeger, P.E.
C55691
Principal/Chief Marketing Officer
(CMO)

Date: _____

EXHIBIT B
Amendment No. 1 to Task Order No. 1

Union Sanitary District
Aeration Blower No. 11 and Centrifuge Improvements Projects
Tanner Pacific, Inc. - Staff Effort and Budget Estimate for Construction Management Services
February 15, 2022

		Budget							Close Out
		Hours	Rate	Amount	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Construction Management Team									
Constructon Manager	M. Jaeger	2	\$ 285	\$ 570	1	1	-		
Office Engineer	M. Hamkar	250	\$ 130	\$ 32,500	101	123	26	-	
Inspector	TJ Hanson	280	\$ 185	\$ 51,800	152	108	20	-	
CM Subtotal				\$ 84,870					
TOTAL		532		\$ 84,870	254	232	46	-	-

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #16**

TITLE: Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361 *(This is a Motion Item)*

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

Recommendation

Adopt the attached resolution authorizing the use of teleconference meetings in compliance with AB 361.

Discussion

AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. As directed by the Board on September 27, 2021, the District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The Board adopted resolutions on October 25, 2021, November 8, 2021, November 15, 2021, December 13, 2021, January 10, 2022, January 24, 2022, and February 14, 2022, authorizing the use of teleconference meetings. The attached resolution includes and reaffirms the findings required by AB 361 to allow the District to continue to hold teleconferenced meetings.

As required, District staff will include a similar resolution on Board agendas every 30 days in order to allow the Board to continue to assess the need for teleconferenced meetings.

Background

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

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

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

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

Previous Board Action

2/14/22 Board Meeting – The Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361.

1/24/22 Board Meeting – The Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361.

1/10/22 Board Meeting – The Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361.

12/13/21 Board Meeting – The Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361.

11/15/21 Special Board Meeting – The Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361.

11/8/21 Board Meeting – The Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361.

10/25/21 Board Meeting – The Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361.

9/27/21 Board Meeting – The Board directed staff to continue with teleconferenced meetings under AB 361.

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE
USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361**

WHEREAS, the Union Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Union Sanitary District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code 54953(e) permits teleconferencing in the event that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that either state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body finds that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in response to the rapid spread of the highly contagious disease known as COVID-19; and

WHEREAS, on August 3, 2021, the Health Officer of the County of Alameda adopted Order No. 21-03 stating that the Delta variant has been circulating in the County, is highly transmissible in indoor settings and requires multi-component prevention strategies to prevent spread, and that hospitalizations are increasing; and

WHEREAS, despite ongoing efforts to promote masking and vaccinations, COVID-19 continues to threaten the health and lives of the public, especially with the existence of the Delta variant, which is highly transmissible in indoor settings, and the Omicron variant, which is even more transmissible than the Delta variant; and

WHEREAS, the increased risk of contracting COVID-19 associated with being indoors with others has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, on October 25, 2021, the Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 8, 2021, the Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 15, 2021, the Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on December 13, 2021, the Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 10, 2022, the Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 24, 2022, the Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on February 14, 2022, the Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, the Board now desires to reaffirm and make the findings required to continue holding teleconference meetings in compliance with AB 361 due to the continuing public health threat of COVID-19.

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

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

2. The Union Sanitary District Board finds and declares that the circumstances set forth in Government Code section 54953(e)(1), exist because the State of Emergency continues to exist and meeting in person would present imminent risks to the health and safety of attendees.

3. Pursuant to the requirements of Government Code Section 54953 (e)(3), the District Board makes the following findings:

(a) The District Board has considered the circumstances of the continuing state of emergency;

(b) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;

(c) Due to COVID-19, holding meetings in person will present imminent risks to the health and safety to attendees; and

(d) The District Board will continue to meet by teleconference in accordance with Government Code section 54953(e).

4. The aforementioned findings apply to all committees and subcommittees of the District which are classified as legislative bodies pursuant to Government Code Section 54952.

5. The District Board will reconsider every 30 days, the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person.

6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors on this 28th day of February, 2022.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 17**

TITLE: Bay Area Air Quality Management District Permitting Process Update for the Enhanced Treatment and Site Upgrade Phase 1A Project *(This is an Information Item)*

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

Recommendation

Information only.

Discussion

The District is required to obtain a permit from the Bay Area Air Quality Management District (BAAQMD) whenever constructing new or making alterations or modifications to potential sources of air contaminants or pollutants. BAAQMD considers aeration basins and nearly every other facility within the treatment plant as potential sources. The BAAQMD must issue an Authority to Construct (ATC) prior to the commencement of any work. Numerous additional regulations for these facilities have been added over time since the last time aeration basins were constructed by the District approximately 30 years ago.

On February 11, 2021, staff submitted an ATC application to BAAQMD for the Phase 1A Aeration Basin Modifications Project. After extensive correspondence and meetings with BAAQMD staff the District received the ATC documents required for the Project on November 8, 2021. The Board subsequently awarded the Project for construction on January 10, 2022.

Staff and its air permitting consultants (Hazen, Yorke Engineering, and Jacobs Engineering) expended considerable effort negotiating acceptable methods of demonstrating that the project will not increase air pollutant emissions from the aeration basins. This work included use of the data from the Odor Control Alternatives and Pilot Studies conducted by District consultants over the past few years. The initial permit requirements from BAAQMD were not operationally feasible for the District and did not reflect an accurate representation of the actual potential for emissions.

Issuance of the attached ATC document was contingent upon the District complying with various new and more stringent operating permit conditions. These operating permit conditions are achievable due to the new scrubber devices provided in this project.

Future Air Permit Obligations

The new operating permit conditions include frequent testing and reporting for hydrogen sulfide and volatile organic compounds in the treated air. These monitoring and reporting requirements are not required under the existing aeration basin air permit. This effort includes new duties for staff to perform the additional field testing, with the bulk of the new duties in the interpretation, formatting, preparation and reporting of the data.

Long term management of the air permit to operate the plant is anticipated to increase the workload for the District requiring the equivalent of 0.50 to 0.75 employees to facilitate and manage these new requirements. Staff is currently evaluating the best way to accommodate this new workload and currently anticipates recommending the District add these new responsibilities to an existing job description. In the event this is the best course of action, staff will present a modified job description at a future meeting for the Boards consideration.

Staff and consultants will begin the process of applying for the necessary BAAQMD ATC for the ETSU Phase 1B project in the coming months. It is likely the District could see a new set of BAAQMD requirements as a part of this Phase 1B permitting process.

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 1A Project

Staff developed a Phase 1A Project scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects were being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program. However, due to a number of factors including the Covid 19 pandemic the design of the Aeration Basins Modifications Project was able to be completed prior to the Campus Building Project.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit 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 1B. This work includes but is not limited to the following:

- Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
 - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.
- Construct new Aeration Basin 8
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.
- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new high-speed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Rehabilitate Primary Effluent Lift Station No. 2
- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

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

March 22, 2021, the Board Conducted a Public Hearing to Receive Comments on the Initial Study and Mitigated Negative Declaration for the Enhanced Treatment and Site Upgrade Phase 1 Program.

May 10, 2021 the Board adopted Resolution 2923 adopting the Mitigated Negative Declaration for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1 Program

January 10, 2022 The Board awarded the construction contract, including Bid Alternates A, B, and E, for the Enhanced Treatment and Site Upgrade Program Phase 1A Aeration Basins Modifications Project to W. M. Lyles Co. in the amount of \$121,040,200.90.

PRE/RP/CB

Attachments: BAAQMD ATC for ETSU Phase 1A Aeration Basin Modifications Project



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

November 4, 2021

Union Sanitary District
5072 Benson Road
Union City, CA 94587

Attention: Tim Grillo

Authority to Construct for Permit Application No. 30965, Plant No. 1209

Required Action

Your Authority to Construct is enclosed. This Authority to Construct is not a Permit to Operate. **To receive your Permit to Operate you must:**

1. Complete the Start-up Notification portion of the Authority to Construct.
2. Send the Start-up Notification to the assigned Permit Engineer via e-mail, fax or mail **at least seven days** prior to operating your equipment.

***Note:** Operation of equipment without sending the Start-up Notification to the District may result in enforcement action.*

Authorization of Limited Use

The Authority to Construct authorizes operation during the start-up period from the date of initial operation indicated in your Start-up Notification until the Permit to Operate is issued, up to a maximum of 90 days. All conditions (specific or implied) included in this Authority to Construct will be in effect during the start-up period.

Contact Information

If you have any questions, please contact your assigned Permit Engineer:

Ryan Atterbury, Air Quality Engineer II

Tel: (415) 749-4670 **Fax:** (415) 749-5030 **Email:** ratterbury@baaqmd.gov



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Authority to Construct

(This is not a Permit to Operate)

Plant No. 1209
Application No. 30965

Union Sanitary District

5072 Benson Road, Union City, CA 94587

is hereby granted an *Authority to Construct* for the following equipment:

S-130 Secondary Treatment (East Aeration Basins), Basins 1 through 4

abated by

- A-28 Scrubber
Odor Scrubber, Calvert 15000 CFM
- A-30 Scrubber
Odor Scrubber, Calvert 15000 CFM
- A-32 Scrubber
Odor Scrubber, Calvert 15000 CFM
- A-130 Adsorption, Activated Carbon/Charcoal
Dual Radical Carbon Adsorption System (East)

Equipment above is subject to attached condition no. 27542.

Issue date: November 4, 2021
Expiration date: November 4, 2023

APPROVED BY
for

Sanjeev Kamboj
PAMELA J. LEONG
DIRECTOR OF ENGINEERING

Start-up Notification

Instructions: At least **seven days** before the scheduled initial operation contact your assigned Permit Engineer via email or complete and send this Start-up Notification to the District via fax or mail.

Engineer: Ryan Atterbury, Air Quality Engineer II
Tel: (415) 749-4670 **Fax:** (415) 749-5030
Email: ratterbury@baaqmd.gov

Plant No. 1209
Source No. S-130
Application No. 30965

The initial operation of this equipment is scheduled for _____ (month/day/year)

Print your first and last name _____

Telephone No. _____

Equipment Serial No. _____



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Authority to Construct

(This is not a Permit to Operate)

Plant No. 1209
Application No. 30965

Union Sanitary District

5072 Benson Road, Union City, CA 94587

is hereby granted an *Authority to Construct* for the following equipment:

S-131 Secondary Treatment (West Aeration Basins), Basins 5 through 8

abated by

A-29 Scrubber

Odor Scrubber, Calvert 15000 CFM

A-30 Scrubber

Odor Scrubber, Calvert 15000 CFM

A-131 Adsorption, Activated Carbon/Charcoal

Dual Radical Carbon Adsorption System (West)

Equipment above is subject to attached condition no. 27542.

Issue date: November 4, 2021
Expiration date: November 4, 2023

APPROVED BY
for

Sanjeev Kamboj
PAMELA J. LEONG
DIRECTOR OF ENGINEERING

Start-up Notification

Instructions: At least **seven days** before the scheduled initial operation contact your assigned Permit Engineer via email or complete and send this Start-up Notification to the District via fax or mail.

Engineer: Ryan Atterbury, Air Quality Engineer II
Tel: (415) 749-4670 **Fax:** (415) 749-5030
Email: ratterbury@baaqmd.gov

Plant No. 1209
Source No. S-131
Application No. 30965

The initial operation of this equipment is scheduled for _____ (month/day/year)

Print your first and last name _____

Telephone No. _____

Equipment Serial No. _____



Plant Name: Union Sanitary District

S-130 Secondary Treatment, 4 Compress Air Aeration Basins cov/vented

Condition No. 27542

Plant No. 1209

Application No. 30965

S130 and S131, Secondary Treatment (East and West Aeration Basins)

1. The owner/operator shall ensure that the abated hydrogen sulfide (H₂S) emissions from Secondary Treatment (East Aeration Basins), S130, and Secondary Treatment (West Aeration Basins), S131, do not exceed 0.5 ppmv, measured at the exhaust of A130 and A131.

[Basis: Regulation 2-5, Regulation 9-2]

2. To demonstrate compliance with Part 1 of this condition, the owner/operator shall measure the concentration of H₂S at the outlet stacks of A130 and A131 using Draeger tubes, a Jerome meter (provided the instrument is maintained and calibrated per manufacturer's specs and a bump test is performed and recorded prior to data collection), or other District approved method on a daily basis at least 5 days per week for the first two months of operation and on a weekly basis thereafter, if all daily concentrations show compliance with the full emission limit of the respective devices. The results from the first two months of testing shall be submitted to the Engineering Division to initially reduce the testing frequency from daily to weekly. The owner/operator can reduce the monitoring frequency from weekly to monthly if all readings are below one half of the emission limits of the respective devices for two months and the results of this testing are submitted to the Engineering Division. If readings rise above the emission limits, monitoring frequency will return to daily until two months of consecutive compliance can be demonstrated, at which point testing shall again be submitted to the Engineering Division to reduce testing frequency from daily to weekly. The reduction in monitoring frequency will be handled administratively.

[Basis: Regulation 2-1-403, Regulation 2-5, Regulation 9-2]

3. The owner/operator shall maintain the following records:

- a. H₂S volumetric concentration records from Part 2; and,
- b. NMHC volumetric concentration records from Part 5.

All records shall be retained onsite for two years from the date of entry and made available for inspection by District staff upon request. These recordkeeping requirements do not replace the recordkeeping requirements contained in any applicable District regulation. [Basis: Cumulative Increase, Regulation 9-2]

4. The owner/operator shall ensure that the abated non-methane hydrocarbon (NMHC) emissions from Secondary Treatment (East Aeration Basins), S130, and Secondary



Plant Name: Union Sanitary District

S-130 Secondary Treatment, 4 Compress Air Aeration Basins cov/vented

Condition No. 27542

Plant No. 1209

Application No. 30965

Treatment (West Aeration Basins), S131, do not exceed 10 ppmv, measured as methane, at the exhaust of A130 and A131 on an annual average basis.

[Basis: Cumulative Increase, BACT]

5. To demonstrate compliance with the limits in Part 4 of this condition, the owner/operator shall measure NMHC, as methane, with an FID or PID at the outlet of each vessel of A130 and at each vessel of A131 on a daily basis at least 5 days per week for the first two months of operation of A130 and A131 and on a weekly basis thereafter, if all daily concentrations show compliance with the full emission limit of the respective devices. The results from the first week of testing shall be submitted to the Engineering Division within 30 days of startup of A130 and A131. The results from the first two months of testing shall be submitted to the Engineering Division to initially reduce the testing frequency from daily to weekly. The owner/operator can reduce the monitoring frequency from weekly to monthly if all readings are below one half of the emission limits of the respective devices for two months and the results of this testing are submitted to the Engineering Division. If readings rise above the emission limits, monitoring frequency will return to daily until two months of consecutive compliance can be demonstrated, at which point testing shall again be submitted to the Engineering Division to reduce testing frequency from daily to weekly. The reduction in monitoring frequency will be handled administratively.

[Basis: Cumulative Increase, BACT, Regulation 2-1-403]

6. The owner/operator shall abate the emissions from Secondary Treatment (East Aeration Basins), S130, and Secondary Treatment (West Aeration Basins), S131 with A130 and A131 at all times, except that A130 and A131 can be out of service for up to 16 hours per calendar year for the changing out of media or other maintenance.

[Basis: Cumulative Increase, BACT Regulation 2-1-320]

7. The owner/operator shall ensure that the gas flow to A130 is at least 19,000 cfm per vessel (of two) and A131 is at least 19,000 cfm per vessel (of two) at all times while A130 and A131 are in operation, except during carbon changeout or required maintenance when operation can go down to one vessel per abatement device.

[Basis: Cumulative Increase, BACT, Regulation 2-1-320]

8. The owner/operator shall ensure that the stacks of A130 and A131 are at least 54.5 feet above grade and emit vertically with no rain cap.

[Basis: Regulation 9-2, Regulation 2-5, Regulation 2-1-320]



Plant Name: Union Sanitary District

S-130 Secondary Treatment, 4 Compress Air Aeration Basins cov/vented

Condition No. 27542

Plant No. 1209

Application No. 30965

9. The owner/operator of A130 and A131 shall use the monitoring results obtained from part 2 and/or part 5 to estimate the frequency of A130 and A131 carbon changeout necessary to maintain compliance with part 10.
[Basis: Cumulative Increase, Regulation 9-2]

10. The owner/operator of A130 and A131 shall immediately schedule change out with unspent carbon for each carbon vessel exhibiting breakthrough, defined as detection at its outlet of whichever occurs first of the following:

- a. 10 ppmv NMHC (measured as methane, using the measurements from part 5) averaged over 1 week, or
- b. 0.5 ppmv H₂S (using the measurements from part 2) averaged over 1 week.

[Basis: Cumulative Increase, Regulation 9-2]

End of Conditions



Summary of the EBDA Commission Meeting
Thursday, January 26, 2022, at 9:30 a.m.

- Commissioners Andrews, Cutter, Duncan, Johnson, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Toy moved to approve the Commission Meeting Minutes of December 16, 2021; List of Disbursements for December 2021; Treasurer's Report for December 2021; and Resolution Authorizing Remote Teleconference Meetings Pursuant to AB 361. The motion was seconded by Commissioner Duncan and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Regulatory Affairs, Financial Management, and Operations & Maintenance Committees. The following items were discussed:
 - **General Managers Report**
The General Manager (GM) advised the Commission that the National Pollutant Discharge Elimination System (NPDES) permit fee from the State Water Control Board reflected an 11.9% increase over the previous year. In addition, the GM informed the Commission that the Bay Area Clean Water Agencies (BACWA) approved its contribution to the Bruce Wolfe Scholarship Fund, committing to funding \$4,000 per year for five years. BACWA's funds will be added to EBDA's \$1,000 per year contributions to offer a \$5,000 annual scholarship to a Bay Area student from an underrepresented group pursuing collegiate studies in wastewater-related fields.
 - **Managers Advisory Committee (MAC)**
The GM deferred to committee reports.
 - **Report from the Regulatory Affairs Committee**
The GM informed the Commission that biosolids hauling and reuse prices are rising due to regulatory drivers to move away from use as Alternative Daily Cover (ADC) at landfills. The GM also provided an update on efforts to pursue a collaborative biosolids management strategy for the EBDA and LAVWMA member agencies. The GM stated that near-term costs for a new regional strategy will likely be higher, but the long-term benefits in terms of certainty and cost savings may be worth the investment.
 - **Financial Management Committee**
The GM stated that the Financial Management Committee recommended EBDA enroll in the Renewable 100 rate plan offered by East Bay Community Energy. The Commission supports the recommendation.
 - **Operations and Maintenance Committee**
The O&M Manager reported on the Operations and Maintenance Committee, which met on January 25, 2022. The O&M Manager used SCADA charts to illustrate how member agencies managed flow during recent wet weather events to remain within limits by working together. The O&M Manager

also showed how EBDA has been working with Oro Loma to manage flows and operate pumps in a manner that reduces energy costs. The GM provided an update on the Cargill project.

- **Items from Commission and Staff**

No items to report from Commission and staff.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 28, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 19**

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

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

Recommendation

Information only.

Discussion

None.

Background

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

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
02/05/2022-02/18/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179955	2/17/2022	143	800494.4	GARNEY PACIFIC INC	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$306,661.42	\$306,661.42
179942	2/17/2022	173	355889	CDW GOVERNMENT LLC	CISCO RENEW	\$42,699.61	\$43,971.06
	2/17/2022	173	338319		1 VIDEOBAR	\$1,271.45	
179973	2/17/2022	170	129251	SHAPE INCORPORATED	4 SITE WASTE PUMP ELBOWS	\$35,240.65	\$35,240.65
179914	2/10/2022	143	221296	TANNER PACIFIC INC	AERATION BLOWER 11 & CENTRIFUGE BLDG IMPROV	\$30,140.00	\$30,140.00
179901	2/10/2022	170	105849	MUNIQUEP, LLC	1 SLUDGE PUMP	\$29,486.55	\$29,486.55
179936	2/17/2022	143	11433147	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7	\$19,964.10	\$27,681.94
	2/17/2022	143	156360		PLANT GROUNDWATER WELLS MONITORING	\$7,717.84	
179952	2/17/2022	173	94185181	ESRI INC	ARCGIS SWM RENEWAL	\$25,000.00	\$25,000.00
179929	2/17/2022	170	8480110765	ANDRITZ SEPARATION INC	CENTRIFUGE REBUILD KIT	\$24,206.73	\$24,206.73
179979	2/17/2022		533620220124	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - JAN 2022	\$23,911.33	\$23,911.33
179968	2/17/2022	170	380420220207	PACIFIC GAS AND ELECTRIC	SERV TO 01/30/22 CHERRY ST PS	\$401.66	\$21,941.07
	2/17/2022	170	761520220201		SERV TO 01/24/22 NEWARK PS	\$20,721.48	
	2/17/2022	170	666720220207		SERV TO 01/30/2022 PASEO PADRE PS	\$453.46	
	2/17/2022	110	892820220207		SERV TO 01/30/2022 HAYWARD MARSH	\$59.82	
	2/17/2022	170	096020220207		SERV TO 01/30/22 CATHODIC PROJECT	\$43.73	
	2/17/2022	170	898220220207		SERV TO 01/30/2022 FREMONT PS	\$260.92	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179980	2/17/2022	110	470003589	USP TECHNOLOGIES	4194 GALS HYDROGEN PEROXIDE	\$18,747.18	\$18,747.18
179904	2/10/2022	110	3000066021	OLIN CORPORATION	4807.4 GALS SODIUM HYPOCHLORITE	\$3,748.23	\$11,232.36
	2/10/2022	110	3000069019		4799.476 GALS SODIUM HYPOCHLORITE	\$3,742.05	
	2/10/2022	110	3000066025		4799.507 GALS SODIUM HYPOCHLORITE	\$3,742.08	
179967	2/17/2022	110	3000069720	OLIN CORPORATION	4807.436 GALS SODIUM HYPOCHLORITE	\$3,748.26	\$11,078.67
	2/17/2022	110	3000069027		4450.752 GALS SODIUM HYPOCHLORITE	\$3,470.16	
	2/17/2022	110	3000069034		4951.068 GALS SODIUM HYPOCHLORITE	\$3,860.25	
179882	2/10/2022	123	104890	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$9,831.28	\$9,831.28
179893	2/10/2022	143	201180063	HAZEN AND SAWYER	THERMAL DRYER FEASIBILITY STUDY	\$7,300.00	\$9,820.00
	2/10/2022	150	201180081		INTERIM CIP COACH SERVICES - DEC 21	\$2,520.00	
179878	2/10/2022		30576	CASDEV 21 LLC	REFUND # 43327	\$9,331.00	\$9,331.00
179896	2/10/2022		37432220220201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - FEB 2022	\$9,064.84	\$9,064.84
179913	2/10/2022	136	3832030003	STRADLING YOCCA CARLSON & RAUTH	LEGAL SERVICES FOR 2021 WIFIA LOAN	\$8,661.91	\$8,841.91
	2/10/2022	136	3832020002		LEGAL SERVICES FOR SRF LOAN (STANDBY POWER GENERATOR SYS	\$180.00	
179949	2/17/2022	110	1422173	DEPARTMENT OF GENERAL SERVICES	SERV: DEC 2021 PLANT	\$8,702.64	\$8,702.64
179925	2/17/2022		70033	3T EQUIPMENT COMPANY INC	1 ROOT CUTTER	\$1,471.83	\$8,542.11
	2/17/2022		70024		10 PIPE PATCH KITS WINTER	\$7,070.28	
179943	2/17/2022	170	2141801	CISCO AIR SYSTEMS INC	2 CENTRIFUGE COMPRESSOR PUMPS	\$8,404.90	\$8,404.90
179958	2/17/2022	143	800501.17	KIEWIT INFRASTRUCTURE WEST CO	ALVARADO INFLUENT PS PUMPS AND VFDS	\$8,312.50	\$8,312.50

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179895	2/10/2022	110	9017739870	KEMIRA WATER SOLUTIONS INC	47,060 LBS FERROUS CHLORIDE	\$7,247.84	\$7,247.84
179957	2/17/2022	110	9017740481	KEMIRA WATER SOLUTIONS INC	47,620 LBS FERROUS CHLORIDE	\$6,524.89	\$6,524.89
179905	2/10/2022	110	1608346	POLYDYNE INC	42,580 LBS CLARIFLOC WE-539	\$6,347.38	\$6,347.38
179889	2/10/2022		201682201	GATEWAY PRODUCTS GROUP INC	12 SPARK PLUGS	\$6,254.64	\$6,254.64
179933	2/17/2022	143	7566	BAY AREA COATING CONSULTANT	COATING INSPECTIONS - ALVARADO INFLUENT PS PUMPS AND VFDS	\$5,784.00	\$5,784.00
179866	2/10/2022	172	379826	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT	\$5,715.94	\$5,715.94
179881	2/10/2022	170	62695	CONTROLWORX LLC	CONTROLWORK WATERCHAMP ANNUAL SERVICE	\$4,673.30	\$4,673.30
179941	2/17/2022	143	18485	CAROLLO ENGINEERS	SODIUM HYPOCHLORITE LOOP IMPROVEMENTS	\$4,596.57	\$4,596.57
179937	2/17/2022		20220216	STATE OF CALIFORNIA	SALES & USE TAX 01/01/22 - 01/31/2022	\$3,996.94	\$3,996.94
179872	2/10/2022		17651599	AT&T	SERV: 12/20/21 - 01/19/22	\$229.62	\$3,780.99
	2/10/2022		17651575		SERV: 12/20/21 - 01/19/22	\$22.42	
	2/10/2022		17651577		SERV: 12/20/21 - 01/19/22	\$3,528.95	
179977	2/17/2022	111	49803835	UNIVAR SOLUTIONS USA INC	7500 LBS HYDROCHLORIC ACID	\$3,737.81	\$3,737.81
179956	2/17/2022	134	9177900413	GRAINGER INC	ASTD PARTS & MATERIALS	\$1,806.37	\$3,584.21
	2/17/2022		9174992637		ASTD PARTS & MATERIALS	\$1,232.58	
	2/17/2022		9170826367		ASTD PARTS & MATERIALS	\$165.02	
	2/17/2022	171	9173389975		ASTD PARTS & MATERIALS	\$68.74	
	2/17/2022	172	9171559777		ASTD PARTS & MATERIALS	\$174.02	
	2/17/2022	111	9175714642		ASTD PARTS & MATERIALS	\$137.48	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179875	2/10/2022	122	24673	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - JAN 2022	\$3,310.00	\$3,310.00
179897	2/10/2022		20930	LITTLE STEPS PRESCHOOL	REFUND # 43319	\$3,300.00	\$3,300.00
179975	2/17/2022		30307	TESLA MOTORS	REFUND # 43340	\$3,300.00	\$3,300.00
179918	2/10/2022		9897783508	VERIZON WIRELESS	WIRELESS SERV 12/21/21-01/20/22	\$3,165.69	\$3,165.69
179867	2/10/2022	143	2000581841	AECOM TECHNICAL SERVICES INC	CENTRIFUGE BUILDING IMPROVEMENTS	\$3,144.88	\$3,144.88
179906	2/10/2022	120	916004811370	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - FEB 2022	\$2,949.85	\$2,949.85
179890	2/10/2022		9165867202	GRAINGER INC	ASTD PARTS & MATERIALS	\$129.69	\$2,837.21
	2/10/2022		9170544119		ASTD PARTS & MATERIALS	\$1,595.72	
	2/10/2022		9165571887		ASTD PARTS & MATERIALS	\$215.36	
	2/10/2022		9166096843		ASTD PARTS & MATERIALS	\$494.24	
	2/10/2022		9167583138		ASTD PARTS & MATERIALS	\$38.94	
	2/10/2022		9165571879		ASTD PARTS & MATERIALS	\$363.26	
179869	2/10/2022	130	16150641	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 12/18/21	\$1,721.60	\$2,826.17
	2/10/2022	130	16139203		TEMP LABOR-KIM, S., WK END 12/11/21	\$344.32	
	2/10/2022	130	16129817		TEMP LABOR-KIM, S., WK END 12/04/21	\$760.25	
179883	2/10/2022	132	343807	EXAMINETICS	20 COVID SALIVA TEST KITS	\$2,800.00	\$2,800.00
179966	2/17/2022		26097	NUVERA HOMES	REFUND # 43349	\$2,500.00	\$2,500.00
179903	2/10/2022	170	136685	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - JAN	\$2,469.17	\$2,469.17
179911	2/10/2022	132	48162	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$2,310.00	\$2,310.00

**UNION SANITARY DISTRICT
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179934	2/17/2022	143	12245	BEECHER ENGINEERING	SWITHBOARD NO 3 & MCC NO 25 REPLACEMENT	\$2,310.00	\$2,310.00
179922	2/10/2022	170	3268	WESTERN PACIFIC CRANE & EQUIP	CRANE TRUCK REPAIR T3262	\$2,279.39	\$2,279.39
179899	2/10/2022		240000130348	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$1,447.89	\$2,079.38
	2/10/2022		240000131120		ASTD PARTS & MATERIALS	\$368.19	
	2/10/2022		240000130872		ASTD PARTS & MATERIALS	\$263.30	
179887	2/10/2022	170	322171	CITY OF FREMONT	RANGE 5 HAZMAT STORAGE PERMIT	\$2,029.58	\$2,029.58
179880	2/10/2022		137794192	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - JAN 2022	\$2,010.71	\$2,010.71
179900	2/10/2022	170	962244844	MSA SAFETY SALES	1 MSA SENSOR	\$1,934.99	\$1,934.99
179923	2/10/2022	141	199153	WOODARD & CURRAN INC	LOUIE RANCH AND APPIAN WAY DEVELOPMENT REVIEW	\$1,670.75	\$1,670.75
179912	2/10/2022		734710892401	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$121.52	\$1,482.07
	2/10/2022		734840124301		JANITORIAL & BREAKROOM SUPPLIES	\$762.44	
	2/10/2022		734782110601		JANITORIAL & BREAKROOM SUPPLIES	\$398.79	
	2/10/2022		734782110602		JANITORIAL & BREAKROOM SUPPLIES	\$199.32	
179972	2/17/2022	170	287005	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$721.48	\$1,442.96
	2/17/2022	170	281607		HOT WATER LOOP SERVICE	\$721.48	
179926	2/17/2022		9122115257	AIRGAS NCN	1 CY ARGON	\$478.89	\$1,399.55
	2/17/2022	170	9122064820		ASTD PARTS & MATERIALS	\$920.66	

**UNION SANITARY DISTRICT
CHECK REGISTER
02/05/2022-02/18/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179908	2/10/2022	130	58100237	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-AMONROY, A. WK ENDING 07/23/21	\$1,522.10	\$1,374.80
	2/10/2022	130	58192494		CR: TEMP LABOR-AMONROY, A. WK ENDING 07/23/21	\$-98.20	
	2/10/2022	130	59305730		CR: TEMP LABOR-AMONROY, A. WK ENDING 07/23/21	\$-49.10	
179939	2/17/2022	173	4038371793	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$420.54	\$1,351.69
	2/17/2022	173	4038649471		MTHLY MAINTENANCE BASED ON USE	\$299.35	
	2/17/2022	173	4038372661		MTHLY MAINTENANCE BASED ON USE	\$315.90	
	2/17/2022	173	4038650375		MTHLY MAINTENANCE BASED ON USE	\$315.90	
179879	2/10/2022	173	182984	CDW GOVERNMENT LLC	VMWARE RENEWAL	\$1,277.42	\$1,277.42
179902	2/10/2022	122	229263	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$138.92	\$1,191.31
	2/10/2022	170	229309		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$1,052.39	
179965	2/17/2022		20220131	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - JAN 2022	\$1,173.61	\$1,173.61
179945	2/17/2022	170	20220124	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,136.60	\$1,136.60
179874	2/10/2022	136	2522442735	BANK OF NEW YORK	DEC 2021 SERVICE FEES	\$1,080.81	\$1,080.81
179963	2/17/2022	114	2240006	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,080.81	\$1,080.81
179948	2/17/2022		20220125	DALE HARDWARE INC	01/22 - ASTD PARTS & MATERIALS	\$1,063.75	\$1,063.75
179915	2/10/2022		20515447	TELEDYNE ISCO INC	2 SAMPLE TUBING	\$1,020.65	\$1,020.65
179951	2/17/2022		6904	ENERGY CHOICE INC	2 FILTERS	\$996.22	\$996.22
179969	2/17/2022	170	101184	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - JAN 22	\$945.00	\$945.00

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179982	2/17/2022	113	8807292478	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$24.13	\$920.48
	2/17/2022	113	8807398516		LAB SUPPLIES	\$110.27	
	2/17/2022		8807373216		LAB SUPPLIES	\$329.61	
	2/17/2022	113	8807286140		LAB SUPPLIES	\$62.09	
	2/17/2022	113	8807297534		LAB SUPPLIES	\$23.69	
	2/17/2022	113	8807308323		LAB SUPPLIES	\$65.44	
	2/17/2022	113	8807398515		LAB SUPPLIES	\$305.25	
179873	2/10/2022		234068600	AT&T	SERV: 11/11/21 - 12/10/21	\$872.58	\$872.58
179971	2/17/2022	132	966321130211	RITE AID PHARMACY	22 FLU SHOTS	\$812.99	\$812.99
179868	2/10/2022		20220110	AMAZON.COM LLC	01/22 - ASTD OFFICE SUPPLIES	\$749.70	\$749.70
179886	2/10/2022	170	322172	CITY OF FREMONT	RANGE 3 HAZMAT STORAGE PERMIT	\$738.80	\$738.80
179962	2/17/2022	123	71889371	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$152.55	\$736.40
	2/17/2022		72597164		ASTD PARTS & MATERIALS	\$300.77	
	2/17/2022	111	72902279		ASTD PARTS & MATERIALS	\$54.35	
	2/17/2022	123	71969860		ASTD PARTS & MATERIALS	\$228.73	
179938	2/17/2022	113	629491	CALTEST ANALYTICAL LABORATORY	11 LAB SAMPLE ANALYSIS	\$728.75	\$728.75
179871	2/10/2022		259000075631	ARAMARK	UNIFORM LAUNDERING & RUGS	\$308.74	\$727.79
	2/10/2022	122	259000075602		ASTD DUST MOPS, WET MOPS & TERRY	\$56.00	
	2/10/2022		259000075657		UNIFORM LAUNDERING SERVICE	\$363.05	

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179953	2/17/2022	173	96369	EXTENSIS	GEOEXPRESS SWM RENEWAL	\$710.00	\$710.00
179946	2/17/2022	170	20220206	COMPACTOR MANAGEMENT COMPANY	HEADWORKS RAG COMPACTOR MAINTENANCE	\$700.00	\$700.00
179924	2/10/2022	122	5383	ZELAYA DESIGNS	6 USD VEHICLE DECALS	\$659.50	\$659.50
179928	2/17/2022	170	43031	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS	\$573.66	\$655.36
	2/17/2022	170	43034		ASTD PARTS & MATERIALS	\$81.70	
179931	2/17/2022	173	520444	AVERTIUM LLC	VULNERABILITY SCAN SUBSCRIPTION	\$645.00	\$645.00
179921	2/10/2022		48868	WECO INDUSTRIES LLC	CAMERA PARTS	\$637.61	\$637.61
179983	2/17/2022		49007	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$600.14	\$600.14
179961	2/17/2022	113	2201645	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$242.00	\$549.00
	2/17/2022	113	2201477		LAB SAMPLE ANALYSIS	\$161.00	
	2/17/2022	113	2201478		LAB SAMPLE ANALYSIS	\$146.00	
179884	2/10/2022		30460	FIX-IT PLUMBING INC	REFUND # 43325	\$500.00	\$500.00
179944	2/17/2022		30565	CMS PLUMBING INC	REFUND # 43335	\$500.00	\$500.00
179960	2/17/2022		30461	GRACE LEE	REFUND # 43289	\$500.00	\$500.00
179920	2/10/2022	113	8807324456	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$157.42	\$433.69
	2/10/2022		8807309861		LAB SUPPLIES	\$276.27	
179940	2/17/2022	170	21914912	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$425.43	\$425.43

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179930	2/17/2022		259000079018	ARAMARK	UNIFORM LAUNDERING SERVICE	\$359.12	\$412.46
	2/17/2022		2590000725		CREDIT: UNIFORM LAUNDERING SERVICE	\$-257.90	
	2/17/2022		259000079000		UNIFORM LAUNDERING & RUGS	\$311.24	
179919	2/10/2022		9897783507	VERIZON WIRELESS	WIRELESS SERV 12/21/21-01/20/22	\$397.68	\$397.68
179964	2/17/2022	170	240000130654	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$377.36	\$377.36
179888	2/10/2022	170	322735	CITY OF FREMONT	RANGE 2 HAZMAT STORAGE PERMIT	\$362.96	\$362.96
179907	2/10/2022	170	444439	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$343.88	\$343.88
179917	2/10/2022	136	98XW53032	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/15/22	\$325.46	\$325.46
179916	2/10/2022	141	431946	ULTRAEX LLC	COURIER SVCS: 5 BOARDMEMBER DELIVERY - 01/11/22	\$322.60	\$322.60
179935	2/17/2022	144	16816310	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$264.91	\$312.34
	2/17/2022	110	16815390		ASTD OFFICE SUPPLIES	\$47.43	
179959	2/17/2022		20220211	ANJALI LATHI	EXP REIMB: IPAD & ACCESSORIES PER POLICY 2165	\$303.07	\$303.07
179910	2/10/2022		7936094900	RS HUGHES CO INC	ASTD SAFETY SUPPLIES	\$261.99	\$261.99
179894	2/10/2022	173	6057366	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE	\$250.00	\$250.00
179898	2/10/2022		71028785	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$237.00	\$237.00
179876	2/10/2022	110	16790670	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$73.04	\$229.60
	2/10/2022	110	16791420		ASTD OFFICE SUPPLIES	\$22.01	
	2/10/2022	130	16766710		ASTD OFFICE SUPPLIES	\$86.94	
	2/10/2022	110	16790671		ASTD OFFICE SUPPLIES	\$47.61	

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179950	2/17/2022	173	550005	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - DEC 2021	\$228.49	\$228.49
179932	2/17/2022		28419	BAY AREA BARRICADE SERVICE INC	6 SHOVELS	\$203.53	\$203.53
179970	2/17/2022	122	26072	R & S ERECTION OF S ALAMEDA	PM SERVICE ON ALL GATES	\$171.25	\$171.25
179976	2/17/2022		2213132	TOTAL FILTRATION SERVICES INC	10 FILTERS	\$159.41	\$159.41
179870	2/10/2022		21040	AQUADYNE ASSOCIATES	1 FLOAT	\$146.19	\$146.19
179892	2/10/2022		3R0339	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$144.18	\$144.18
179885	2/10/2022	170	248260	FRANK A OLSEN COMPANY	1 ROTORK MOTHER BOARD	\$131.81	\$131.81
179974	2/17/2022	111	20220211	SWRCB - STATE WATER RESOURCES	GRADE III OPERATOR CERTIFICATE RENEWAL - N. TOOTIAN	\$110.00	\$110.00
179909	2/10/2022	120	20220203	JESSICA RODRIGUEZ	EXP REIMB: FLOWERS - R. SHENK	\$100.36	\$100.36
179877	2/10/2022	132	1112547	CAREERS IN GOVERNMENT INC	FEATURED JOB POSTING	\$100.00	\$100.00
179947	2/17/2022	132	74190196	CONCENTRA MEDICAL CENTERS	2 LAB TESTS	\$80.00	\$80.00
179954	2/17/2022	113	8775847	FISHER SCIENTIFIC	LAB SUPPLIES	\$68.35	\$68.35
179927	2/17/2022	170	4047286120220204	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 02/01/22 - PASEO PADRE	\$56.61	\$56.61
179978	2/17/2022	136	98XW53042	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/22/22	\$49.61	\$49.61
179891	2/10/2022	120	279140	HANIGAN COMPANY INC	BUSINESS CARDS - M. LUBINA	\$45.03	\$45.03
179981	2/17/2022		9898476885	VERIZON WIRELESS	WIRELESS SERV 01/02/22-02/01/22	\$21.31	\$21.31

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
Invoices:					Checks:		
Credit Memos :			3	-405.20			
\$0 - \$1,000 :			106	32,944.50	\$0 - \$1,000 :	52	21,696.97
\$1,000 - \$10,000 :			60	230,077.07	\$1,000 - \$10,000 :	53	208,399.49
\$10,000 - \$100,000 :			10	270,117.63	\$10,000 - \$100,000 :	12	302,637.54
Over \$100,000 :			1	306,661.42	Over \$100,000 :	1	306,661.42
Total:			180	839,395.42	Total:	118	839,395.42

News Feature | February 15, 2022

CDC Adds Wastewater Analysis Data To National COVID-19 Dashboard

By Peter Chawaga



In one of the most significant signs of wastewater analysis' rising prominence among the COVID-19 pandemic, the nation's primary federal health agency has elevated this data to its public tracking site.

"For the first time, the CDC [Centers for Disease Control and Prevention] has published data that looks at how much coronavirus is turning up in the country's wastewater. It added this testing data to its Covid-19 dashboard," CNN reported. "Because wastewater testing doesn't depend on people to realize they're sick and seek out a test, or even to have symptoms at all, it's often the earliest warning a community has that a wave of Covid-19 infections is on the way."

The ongoing COVID-19 pandemic has been one of the biggest drivers of wastewater analysis in modern history, a practice that is conducted by wastewater treatment and industrial operations routinely to ensure their effluent complies with regulatory standards. Earlier this month, reports emerged indicating that the practice has even uncovered mysterious strains of the disease yet to be found in humans.

But as a tool for tracking and attempting to wrangle the spread of COVID-19, wastewater analysis is not perfect.

“There are some blind spots in the system,” per CNN. “Although 80% of homes in the US are connected to sewers, the other 20% or so rely on septic systems. These homes, which are mostly in rural areas, wouldn’t be covered by the testing.”

Perhaps underscoring these limitations, the initial data published to the dashboard does not indicate any clear conclusions about the direction of the COVID-19 pandemic, though presence of the disease appears to be trending down.

“Out of 255 surveillance systems with data, 70 percent showed a decline in the virus over the past 15 days, while the remainder reported increases,” *The Washington Post* reported. “No clear patterns emerged from the data, and in many cases treatment plants showing increases are next to plants with decreases.”

Regardless of how wastewater data is used, its elevation to the national stage at this critical time is bringing investment dollars and attention to a practice that has been central to treatment operations for decades.