



BOARD MEETING AGENDA
Monday, March 11, 2013
Regular Meeting - 7:00 P.M.

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

- Motion 4. Minutes of the February 25, 2013 Board Meeting
Motion to approve the Minutes of February 25, 2013 as submitted.

5. Written Communications

6. Oral Communications
The public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District office at least one working day prior to the meeting). This portion of the agenda is where a member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction that is not on the agenda. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. Oral comments are limited to three minutes per individuals, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion.

- Motion 7. Authorizing the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Brown and Caldwell for Providing Construction Management Services for the Boyce Road Lift Station Project (to be reviewed by the Construction Committee).

- Motion 8. Awarding the Construction Contract for the Cogeneration Project (to be reviewed by the Construction Committee).

- Motion 9. Resolution No. 2697, Authorizing the Application for State Revolving Fund Financial Assistance for the Thickener Control Building Improvements Project and Designating the TSCS Work Group Manager or his Designee as the District's Representative to Execute the Financial Assistance Application for a Financing Agreement (to be reviewed by the Construction Committee).

- Motion 10. Resolution No. 2698, Reimbursing Expenditures Paid Prior to the Approval of the Thickener Control Building Improvements Project State Revolving Fund Financial Assistance by the State Water Resources Control Board (to be reviewed by the Construction Committee).

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- Motion 11. Resolution No. 2699, Accepting the Construction of the Cathodic Protection Improvements Project from American Construction and Supply, Inc. and Authorizing the Attorney for the District to Record a Notice of Completion (to be reviewed by the Construction Committee).
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- Motion 12. Authorize the General Manager to Execute a License Agreement with the Santa Clara Valley Transportation Agency for the Kato Road Grade Separation Project. (to be reviewed by the Construction Committee).
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- Motion 13. Review and Approve Policy No. 2930 Computer Purchase and Student Loan Program (to be reviewed by the Budget & Finance Committee).
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- Motion 14. Review and Approve Board Policy # 3060 Letters to Media (to be reviewed by the Personnel Committee).
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- Motion 15. Review and Approve Board Policy # 3200 Boardmember Requests for Information (to be reviewed by the Personnel Committee).
-
- Motion 16. Review and Approve Board Policy # 4000 Representation by Board Members on Specific Issues (to be reviewed by the Personnel Committee).

INFORMATION ITEMS

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17. Legislative Report for March 11, 2013.
-
18. Check Register.
-
19. Committee Meeting Reports *(No Board action is taken at Committee meetings)*:
- Personnel Committee, Tuesday, March 5, 2013 at 5:00 p.m.
 - Legislative Committee, Wednesday, March 6, 2013 at 4:00 p.m.
 - Budget & Finance Committee, Wednesday, March 6, 2013 at 5:00 p.m.
 - Construction Committee, Thursday, March 7, 2013 at 4:00 p.m.
-
20. General Manager's Report *(information on recent issues of interest to the Board)*.
-
21. Other Business:
- Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - Scheduling matters for future consideration.

-
22. Adjournment – The Board will adjourn to a Closed Session to discuss Contract Negotiations with SEIU Local 1021 (Calif. Govt. Code Section 54957.6). Negotiating Team Members Richard Currie, Judi Berzon and/or Glenn Berkheimer of IEDA may attend this session.

The Board will then adjourn to a Closed Session to discuss terms and conditions of employment for the Deputy General Manager position (Calif. Govt. Code Section 54957(b)).

The Board will then adjourn to the next Regular Board Meeting on March 25, 2013 at 7:00 p.m. in the Boardroom.

The Public is welcome to provide oral comments at Regular and Special Board meetings. Whenever possible, we request that written statements be provided to the District at least one working day prior to the meeting. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Oral Communications" is scheduled. Oral Communications is limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards are available in the Boardroom and should be completed prior to discussion of the agenda item and handed to the Clerk. The facilities at the District Offices are wheelchair accessible. Any attendee requiring other special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least one working day ahead of the meeting.

THE PUBLIC IS WELCOME TO ATTEND



**NOTICE OF
COMMITTEE MEETING**

All meetings will be held in the
General Manager's Office

5072 Benson Road
Union City, CA 94587
(510) 477-7500

**BOARD MEETING
March 11, 2013**

Committee Membership:

Budget and Finance	Directors Anjali Lathi and Jennifer Toy
Construction Committee	Directors Tom Handley and Manny Fernandez
Legal/Community Affairs	Directors Anjali Lathi and Pat Kite
Legislative Committee	Directors Pat Kite and Tom Handley
Personnel Committee	Directors Jennifer Toy and Manny Fernandez
Audit Committee	Directors Jennifer Toy and Tom Handley

Personnel Committee, Tuesday, March 5, 2013 at 5:00 p.m.

14. Review and Approve Board Policy # 3060 Letters to Media
15. Review and Approve Board Policy # 3200 Boardmember Requests for Information
16. Review and Approve Board Policy # 4000 Representation by Board Members on Specific Issues

Legislative Cmte., Wednesday, March 6, 2013 at 4:00 p.m.

17. Legislative Report for March 11, 2013.

Budget & Finance Committee, Wednesday, March 6, 2013 at 5:00 p.m.

13. Review and Approve Policy No. 2920 Computer Purchase and Student Loan Program

Construction Committee, Thursday, March 7, 2013 at 4:00 p.m.

7. Authorizing the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Brown and Caldwell for Providing Construction Management Services for the Boyce Road Lift Station Project
8. Awarding the Construction Contract for the Cogeneration Project
9. Resolution No. 2697, Authorizing the Application for State Revolving Fund Financial Assistance for the Thickener Control Building Improvements Project and Designating the TSCS Work Group Manager or his Designee as the District's Representative to Execute the Financial Assistance Application for a Financing Agreement
10. Resolution No. 2698, Reimbursing Expenditures Paid Prior to the Approval of the Thickener Control Building Improvements Project State Revolving Fund Financial Assistance by the State Water Resources Control Board
11. Resolution No. 2699, Accepting the Construction of the Cathodic Protection Improvements Project from American Construction and Supply, Inc. and Authorizing the Attorney for the District to Record a Notice of Completion
12. Authorize the General Manager to Execute a License Agreement with the Santa Clara Valley Transportation Agency for the Kato Road Grade Separation Project.

Committee meetings may include teleconference participation by one or more Directors (Gov. Code Section 11123).

*Committee meetings are open to the public; however, only written comments from the public will be considered.
No Board action will be taken.*

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 25, 2013**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

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

ABSENT: None

STAFF: Richard Currie, General Manager/District Engineer
Judi Berzon, Human Resources Administrator
Richard Cortes, Business Services Manager
Jesse Gill, Technical Support & Customer Services Manager
Sami Ghossain, Capital Improvements Projects Coach
Dave Livingston, Treatment and Disposal Services Manager
Andy Morrison, Collection Services Manager
Mike Mosley, Instrument Technician/Electrician
David O'Hara, Legal Counsel
Robert Simonich, Fabrication, Maintenance & Construction Manager
Donna Wies, Quality Coordinator
Tom Graves, Assistant to the General Manager/Board Secretary

CONSULTANTS: Glenn Berkheimer, IEDA Professional Staff

VISITORS: Ellen Culver, League of Women Voters

4. APPROVAL OF THE MINUTES OF FEBRUARY 11, 2013

Action On a motion made by Director Handley and seconded by Director Toy, the Minutes of the Board of Directors Meeting of February 11, 2013 were approved. The motion carried unanimously.

5. WRITTEN COMMUNICATIONS

There were no official written communications.

6. ORAL COMMUNICATIONS

There were no oral communications.

7. MONTHLY OPERATIONS REPORT.

a. Districtwide Balanced Scorecard Measures

Safety

Quality Coordinator Donna Wies reviewed the Balanced Scorecard. Performance on all safety measures is meeting targets, except the number of facility inspections performed. The goal is to complete one per quarter. In order to meet the annual target, two inspections will be performed by USD staff in the 3rd quarter.

There were two OSHA reportable accidents during the second quarter of FY 13, but no new lost time accidents. There was one minor vehicle accident involving a District employee.

In December, USD staff visited West Valley Sanitation District in order to learn about their safety program and identify best practices that could be implemented at USD. The Safety Committee is currently reviewing the findings from the site visit. A second site visit to the Monterey Regional Water Pollution Control Agency is planned for later this year.

Operational Excellence

The District is meeting targets for all operational excellence measures, except those related to training system development. While to date no FY 13 milestones have been completed, progress is being made developing and updating training modules in the operating groups. Individual assessments are scheduled to begin soon in the Collection Service Workgroup.

Residential Sewer Service fees are currently in the 12th percentile when compared to other sewer agencies in the SF Bay Area, down from 15th percentile in previous years.

b. Treatment & Disposal and FMC Process Scorecard

Operations Manager Dave Livingston reported that the “Plant Health Index” measure tracks twelve aspects of treatment plant process performance. The index includes the activated sludge and anaerobic digestion processes, electrical power generation, chemical and energy utilization, and NPDES Permit compliance. The index value averaged 85% overall in FY12 and is currently averaging 78% for the first half of FY13, falling below the target of 85% or greater. Lower energy production from the cogeneration unit and below target solids concentration in denatured biosolids account for this decrease. All other plant performance measures and laboratory measures are on track to meet target in FY13.

Overall consumption of electricity at the plant is averaging 2,126 kwh/MG (kilowatt-hours per million gallons treated), up from FY12 usage of 2,058 kwh/MG. The target value is 2,100 kwh/MG or less.

Planned Maintenance and Labor Utilization

Maintenance Manager Robert Simonich briefed the Board on this item. The Water Environment Federation (WEF) identifies planned maintenance at a level greater than 90% as a “best practice”. Using the WEF definition for planned work, the FMC team is averaging greater than 95% of complete planned maintenance activities. The plant did not experience any critical asset failures in the first half of FY13.

A second benchmarking measure tracks the percentage of preventive maintenance work orders completed within the month scheduled. The FMC and TPO Teams continue to exceed the target of 95%. The FMC Team also tracks the number of priority one work orders issued. This measure is meeting the target of 10 or less per month at an average of 7 per month.

Overtime continues to be above target at 9% as the FMC team continues to support multiple CIP projects throughout the plant and pump stations.

c. General Manager’s Monthly Operations & Investment Report

General Manager Rich Currie reported that there were three odor complaints during the month of January. There were no spills for the month of January, which brings us to 8 consecutive months. Hours Worked dropped significantly from the prior month, but that is because this includes a lot of vacation time and holidays, which is to be expected for this time of year. Sick Leave numbers are down fairly significantly.

Rich Cortes reported on the Business Services report. Revenues are at 52%, which is the same as last month. Expenses by Workgroup and Type are within normal limits, with the exception of Business Services. That number includes upfront costs paid for IT software and hardware agreements.

8. **REVIEW AND APPROVE POLICY #3020 BOARD AGENDA PACKET, AND POLICY #3080 BOARD AGENDA SUBJECTS REQUESTED BY BOARD MEMBERS.**

General Manager Rich Currie reviewed the policies, adding that Policy #3020 is amended to include electronic agendas and other materials. The District will also be converting from unionsanitary.com to unionsanitary.ca.gov to be consistent with other government agencies, and as noted by a member of the Board. There are no changes recommended by staff on Policy #3080.

Director Handley asked if electronic copies of the agendas are available on the USD website, and Mr. Currie assured him they are.

Action On a motion made by Director Lathi and seconded by Director Fernandez, the Board approved Policy #3020 Board Agenda Packet, and Policy #3080 Board Agenda Subjects Requested by Board Members. The motion carried unanimously.

9. **APPROVING PAPERLESS BOARD AGENDA PACKET PROGRAM AND POLICY.**

Business Services Manager Rich Cortes presented this policy to the Board. This pilot project has been in place for several months, and cost savings are expected to be almost \$18,000/year.

Director Handley said he is very happy the pilot program has been a success.

Action On a motion made by Director Handley and seconded by Director Lathi, the Board approved the Paperless Board Agenda Packet Program as presented. The motion carried unanimously

GM Currie said paperless board packets will begin on March 11, 2013. The District will purchase 2 more iPads to be used by staff, and the projector will no longer be used, unless an agenda item warrants it, or we are expecting guests. A second permanent projector was looked at, but the costs to install it were prohibitive.

10. **AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH CAROLLO ENGINEERS FOR THE CONSTRUCTION PERIOD DESIGN SERVICES FOR THE THICKENER CONTROL BUILDING INTERIM IMPROVEMENTS PROJECT.**

TSCS Manager Jesse Gill presented this item. The Project is budgeted at \$53,800 in the Renewal and Replacement Fund of the Capital Improvement Program.

The Thickener Control Building and Thickener Tank Nos. 1 and 2 were originally constructed during the 1978 Plant Construction Project. Thickener Tank Nos. 3 and 4 were constructed during the 1985 Plant Expansion Project. Modifications to the control building were made during the 1985 and 1993 projects.

In 2012 Staff and Carollo developed two separate construction project scopes to improve the sludge thickening and digester feed processes. The first construction project has been designated the Thickener Control Building Interim Improvements Project. This project will address immediate issues with the existing obsolete sludge pumps while providing the temporary facilities that will be required during the course of the second project. On July 23, 2012 District staff executed an Agreement and Task Order No. 1 with Carollo Engineers in the amount of \$47,200 to provide final design services for the Interim Project. Carollo completed the design of Project in December 2012. On January 28, 2013, the Board awarded the construction contract to Anderson Pacific Engineering Construction Inc. in the amount of \$633,001.

Carollo's task order ceiling for the construction period services is \$53,800, or 8.5% of the Project's construction contract amount. Staff believes this fee to be reasonable given the number of submittals and RFIs projected for a project of this scope. Staff anticipates the Project will commence in February 2013. The Project is scheduled to be complete by October 2013.

Action

On a motion made by Director Lathi and seconded by Director Handley, the Board Authorized the General Manager to Execute Task Order No. 2 with Carollo Engineers for the Construction Period Design Services for the Thickener Control Building Interim Improvements Project. The motion carried unanimously.

11. **AWARDING THE CONSTRUCTION CONTRACT FOR THE CAST IRON LINING PROJECT PHASE IV TO NORCAL PIPELINE SERVICES.**

Jesse Gill presented this item, in the amount of \$436,448 for consideration by the Board. Funds for the project have been budgeted in the Renewal and Replacement Fund. Over 200 cast iron sewer pipes have been identified as having moderate to severe corrosion and are in need of repair. These sewers are scattered throughout the District and are at varying levels of corrosion. The list of sewers needing rehabilitation has been prioritized. The District has previously completed three (3) phases of rehabilitation projects. Twenty-three (23) of the most corroded remaining cast iron segments of pipe have been selected for rehabilitation as part of Phase IV. Project construction is scheduled to start in mid-March and completion is expected by the end of June.

Action On a motion made by Director Handley and seconded by Director Fernandez, the Board awarded the construction contract for the Cast Iron Lining Project Phase IV to Norcal Pipeline Services. The motion carried unanimously.

12. **RESOLUTION NO. 2696, ACCEPTING THE CONSTRUCTION OF THE PLC REPLACEMENT PROJECT FROM D.W. NICHOLSON CORPORATION AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION.**

Mr. Gill presented this item as well, and asked the Board to accept the construction of the PLC Replacement Project and to record a Notice of Completion. Total change orders for the project were 1.1% of construction.

Action On a motion made by Director Handley and seconded by Director Lathi, the Board Accepted the Construction of the PLC Replacement Project from D.W. Nicholson Corporation and Authorized the Attorney for the District to Record a Notice of Completion. The motion carried unanimously.

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13. **AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 3 WITH BROWN AND CALDWELL FOR PROVIDING ENGINEERING SERVICES DURING CONSTRUCTION FOR THE RAS PUMP STATION PIPING IMPROVEMENTS PROJECT.**

Mr. Gill reported that staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Brown and Caldwell in the amount of \$55,053 for providing engineering services during construction for the RAS Pump Station Piping Improvements Project (Project). The Project has been budgeted in the Renewal and Replacement Fund.

Staff advertised the Project for bid on December 13, 2012, and received and opened six (6) bids on January 16, 2013. A low bid of \$506,200 was received from Anderson Pacific Engineering Construction (APEC). Notice of Award was given to APEC on January 29, 2013. Staff issued the Notice to Proceed the week of February 18th, 2013. Construction is anticipated to be completed by the end of 2013. Covello will be providing construction management services for the Project.

GM Currie said that the second T.O. should have come to the Board as the total contract exceeded \$100,000, but it was not identified. As it was, the actual expenditures of first two T.O's were less than \$100,000.

Director Fernandez commented on the fees for construction management. Mr. Gill stated that managing a project like this is very labor intensive, and involves many specialties.

Director Fernandez also inquired if the contractor was required to carry liability insurance, and Mr. Gill assured him that was the case.

Action

On a motion made by Director Fernandez and seconded by Director Toy, the Board Authorized the General Manager to Execute Task Order No. 3 with Brown and Caldwell for Providing Engineering Services During Construction for the RAS Pump Station Piping Improvements Project. The motion carried unanimously.

INFORMATION ITEMS

14. **CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD STAFF SUMMARY REPORT ON SANITARY SEWER OVERFLOW REDUCTION PROGRAM - STATUS REPORT.**

GM Currie explained that this report is a copy of the Regional Water Quality Control Board's staff report to the RWQCB, summarizing the SSO program to date.

Andy Morrison presented the USD data portion to the Board. USD out-performed most agencies in all areas, as detailed in the staff report.

15. **REPORT ON EBDA COMMISSION MEETING OF FEBRUARY 21, 2013.**

Director Lathi reported to the Board. The annual contribution by member agencies for the EBDA Renewal and Replacement Fund will be increasing.

16. **CHECK REGISTER.**

Director Handley inquired about charges for "pharmaceutical waste removal" on page 12 of the register. Mr. Gill explained that USD has seven locations, and as containers fill up, they are hauled away. It could be once a month or more (or less) depending on usage.

Director Handley inquired if we had a place on our website about the program. We track numbers of pounds removed. He said he would like to see a quarterly report out.

Director Toy also asked that signage at disposal stations is made clear. She said the last time she was at Washington Hospital, the sign was missing.

Director Kite inquired about the charge for Rescue Response Group Inc. on page 12. Mr. Currie explained that when crews are working in confined spaces and have to go off tether to do work, this group stands by at the site to ensure a rapid rescue, if one is necessary.

17. **COMMITTEE MEETING REPORTS**

The following Committees met before the Board Meeting: Budget & Finance, Legal/Community Affairs, Personnel and Construction.

18. GENERAL MANAGER'S REPORT.

Mr. Currie said members of the State Water Resources Control Board enforcement staff came to the District as a learning process, and to ask questions about USD's Sewer Management Program. It was an honor to have them come here in their search for best management practices. It ended with a tour of the SSO Estimating Training facility here.

On the hypochlorite spill at the plant, two test holes have been dug out on the Bay side of the property, but no trace of chlorine has been found. There is still chlorine in the hole closest to the leak, so we will continue to monitor that. All agencies that must be informed have been informed. We will monitor the situation and report back as necessary.

EBDA has a pipeline that goes to Sky West Golf Course that has been used to irrigate the golf course. That line was extended, but has never been used. The valve, which was brass, was stolen and water was leaking out. Once EBDA staff discovered it, they put a new permanent cap on the pipe, which is now chained.

Newark Career Fair has sent an acknowledgement of our participation. The District sent 4 employees to participate.

The ACSDA dinner meeting is March 28, 2013. Please let Tom know if you plan to go.

We're now training some mechanics on maintaining WEMCO-Hidrostal Screw Centrifugal Pumps. This will result in a significant savings to the District if routine maintenance can be done in-house.

There is a public information meeting on February 26th on the Newark Backyard Sewers program, at Graham Elementary School at 6:00 p.m.

There was an energy audit conducted by students from San Francisco State here recently. We will receive a report from them in a couple of months.

We received a claim for a sewer lateral cleanout that turned out to be a stoppage in the main. We will reimburse the homeowner for the plumber expense. There was no spill.

19. OTHER BUSINESS:

Director Kite reported that she attended the Baywork seminar here on February 21st. She was reminded that USD has been designated a Star Utility Agency not once, but twice.

20. ADJOURNMENT:

The Board adjourned to a Closed Session to discuss Contract Negotiations with SEIU Local 1021 (Calif. Govt. Code Section 54957.6). Negotiating Team Members Richard Currie, Judi Berzon, Andy Morrison and Glenn Berkheimer of IEDA may attend this session.

The Board then adjourned to a Closed Session to discuss the interview process for the Deputy General Manager Position (Calif. Govt. Code Section 94957(b)).

The Board then adjourned to a Closed Session to Interview and Discuss Selection of a Candidate for the Position of Deputy General Manager on February 27, 2013. (Calif. Govt. Code 94957(b)).

The Board will then adjourn to a Special Meeting on March 4, 2013 at 6:30 p.m. to consider the Contract with SEIU Local 1021 and Conduct a Board Retreat/Discussion Session.

The Board will then adjourn to the next Regular Board Meeting on March 11, 2013 at 7:00 p.m. in the Boardroom.

SUBMITTED:

ATTEST:

TOM GRAVES
SECRETARY TO THE BOARD

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 11th day of March, 2013.



5. Written Communications

Meeting of March 11 2013



6. Oral Communications

Meeting of March 11, 2013



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: March 4, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, CIP Coach
Raymond Chau, Principal Engineer
Curtis Bosick, Associate Engineer

SUBJECT: Agenda Item No 7 - Meeting of March 11, 2013
**AUTHORIZING THE GENERAL MANAGER TO EXECUTE
AMENDMENT NO. 1 TO TASK ORDER NO. 1 WITH BROWN AND
CALDWELL FOR PROVIDING CONSTRUCTION MANAGEMENT
SERVICES FOR THE BOYCE ROAD LIFT STATION PROJECT**

Recommendation

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Brown and Caldwell in the amount of \$99,009 for providing construction management services for the Boyce Road Lift Station Project. The Project is budgeted in the Renewal and Replacement Fund and the Capacity Fund of the Capital Improvement Program.

Background

The Project scope includes the construction of a new lift station facility to replace the existing facility that was constructed in 1959. The new lift station would include three wastewater pumps designed for an ultimate peak wet weather flow of seven million gallons per day; variable frequency drives to operate the pumps; electrical and control equipment; and a 240-kilowatt engine generator to provide backup power.

In November 2010, staff executed an Agreement and Task Order No. 1 with Brown and Caldwell (B&C) in the amount of \$721,171 for providing construction management services for the Boyce Road Lift Station Project (Project). These services as defined in Task Order No. 1 were to cover a span of eighteen months and required a full-time construction manager to provide oversight of the work.

5072 Benson Road Union City, CA 94587-2508
P. O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

As a result of the unforeseen groundwater issue between June 28, 2011 and January 18, 2012, the Project's Contract Time was extended by a total of two hundred and four (204) calendar days.

Amendment No. 1 to Task Order No. 1

The scope of services for Amendment No. 1 to Task Order No. 1 remains unchanged from the original Agreement executed by staff in November 2012. However, during the 204 calendar day delay, additional construction management services were required to provide oversight to work performed to resolve the unforeseen groundwater issue. The additional costs of Amendment No. 1 to Task Order No. 1 are as follows:

Description	Cost
Total spent for CM services through December 27, 2012	\$612,594
B&C's estimate for CM services through May 17, 2013	\$207,586
Not to exceed amount	\$820,180
Less amount from Task Order No. 1	(\$721,171)
Amendment No. 1 to Task Order No. 1	\$99,009

B&C's fee for construction management services is 14% of the current Total Contract Amount.

Staff recommends the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Brown and Caldwell in the amount of \$99,009 for providing construction management services for the Boyce Road Lift Station Project.

RBC/JSG/SG/RC/CB;mp

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

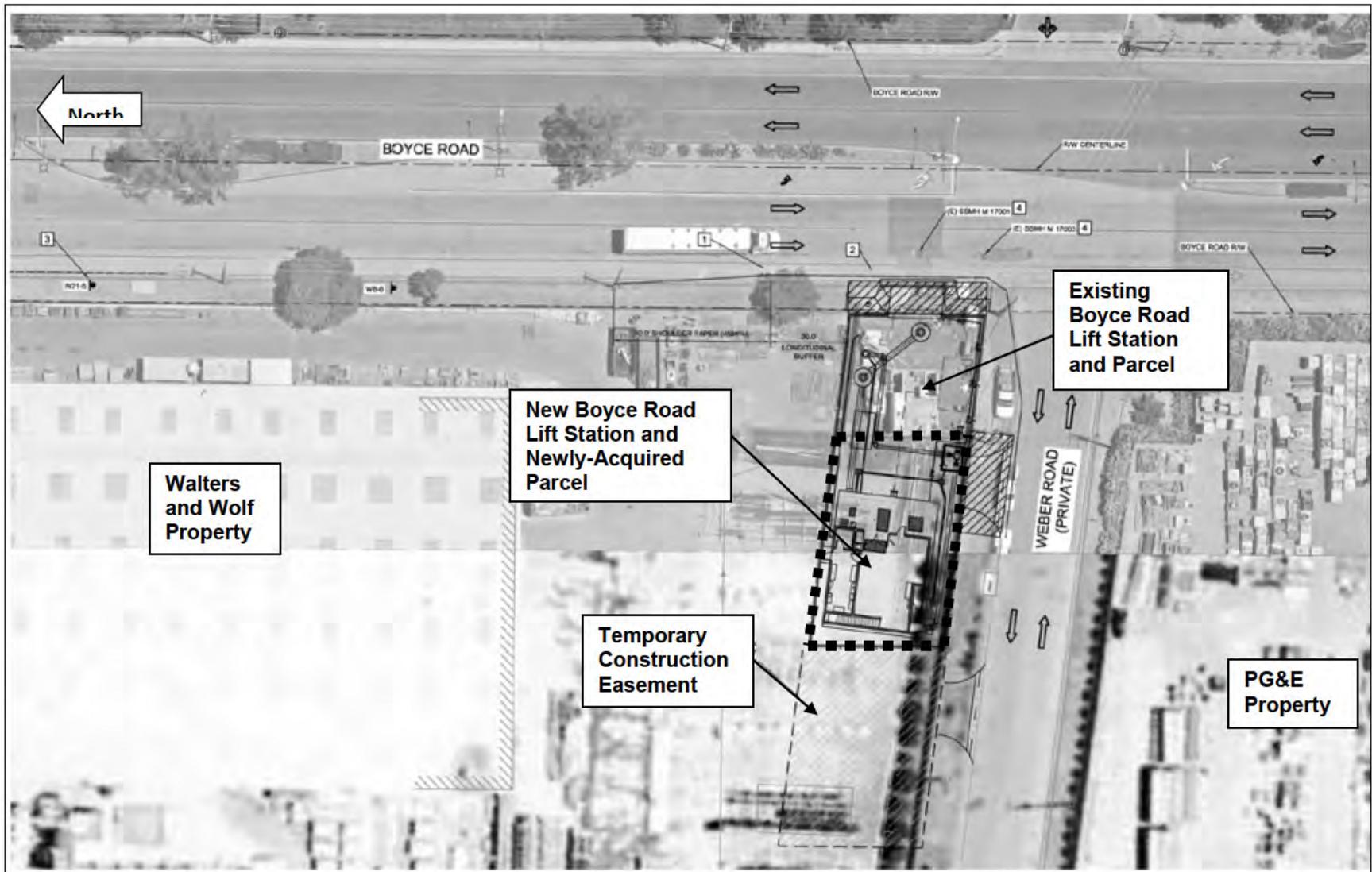


Figure 1 – Existing and Newly-Acquired Parcels at Boyce Road Lift Station

**BOYCE ROAD LIFT STATION PROJECT
USD PROJECT NO. 800-311**

**AMENDMENT NO. 1
TO
TASK ORDER NO. 1
TO
AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND BROWN AND CALDWELL
FOR PROFESSIONAL SERVICES
DATED NOVEMBER 23, 2010**

1. PURPOSE

The purpose of this amendment to Task Order No. 1 is to authorize additional construction management services provided by Brown and Caldwell, hereinafter referred to as “Engineer” or “Construction Manager,” for the Boyce Road Lift Station Project hereinafter referred to as the “Project.” The Project is described in the construction contract documents prepared by and issued by the Union Sanitary District, hereinafter referred to as the “District.”

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

The Scope of Services for Amendment No. 1 to Task Order No. 1 is set forth in the Agreement dated November 23, 2010 and remains unchanged.

4. COMPENSATION

The terms for payment remain unchanged and are set forth in Section 3 of the Agreement dated November 23, 2010.

Amendment No. 1 hereby increases Task Order No. 1 by \$99,009. This will increase the not to exceed amount of \$721,171 to become \$820,180. The labor hours and associated costs are presented in the attached Exhibit A.

5. TIME OF COMPLETION

The time of completion for this Amendment No.1 is now changed from June 30, 2012 to May 17, 2013.

All other terms and conditions of the Agreement remain unchanged.

In WITNESS HEREOF, the parties hereto have executed this Amendment No. 1 to Task Order No. 1 as of _____, and therewith incorporated it as part of the Agreement.

ENGINEER:
BROWN AND CALDWELL

DISTRICT:
UNION SANITARY DISTRICT

Signature _____

Signature _____

Name Grace C. Chow

Name Richard B. Currie

Title Vice President

Title General Manager/District Engineer

Date _____

Date _____

Union Sanitary District
Task Order No. 1, Amendment No. 1
February 13, 2013

EXHIBIT A

Union Sanitary District (CA) -- Boyce Road PS CM															
Labor											Expense				
Phase	Phase Description	PM	PA	E	PIC	MSC	H&S	FA	Total Labor Hours	Total Labor Effort	APC	Field ODC's	ODC & SUB	Total Expense Effort	Total Effort
Rates 2011		\$178.83	\$86.97	\$168.84	\$256.78	\$224.04	\$94.17	\$94.17							
Rates 2012		\$184.03	\$89.51	\$173.76	\$264.26	\$230.56	\$96.92	\$96.92							
Rates 2013		\$189.75	\$90.11	\$135.00	\$269.85	\$231.91	\$98.52	\$98.52							
001	Field Services	2,880	0	520	0	0	16	288	3,704	638,674	18,520		0	18,520	657,194
011	Task 1,2,3,4,5,6,7 - 2011	1,920	0	120	0	0	16	192	2,248	383,194	11240		0	11,240	394,434
012	Task 1,2,3,4,5,6,7 - 2012	960	0	400	0	0	0	96	1,456	255,480	7280		0	7,280	262,760 1
002	Project Management	0	36	0	18	18	0	0	72	11,901	576		0	576	12,477
011	PM - 2011	0	24	0	12	12	0	0	48	7,858	384		0	384	8,242
012	PM - 2012	0	12	0	6	6	0	0	24	4,043	192		0	192	4,235 1
003	ODC	0	0	0	0	0	0	0	0	0	0		35,750	35,750	35,750
****	Default Task	0	0	0	0	0	0	0	0	0	0		35,750	35,750	35,750
004	Field and Laboratory Testing	0	0	0	0	0	0	0	0	0	0		15,000	15,750	15,750
****	Default Task	0	0	0	0	0	0	0	0	0	0		15,000	15,750	15,750
GRAND TOTAL		2,880	36	520	18	18	16	288	3,776	650,575	19,096		55,750	70,596	721,171
Spent to date through 12/27/12															612,594
Estimate to complete through May 17, 2013.		640	20	344	8	12		120	1,144	186,446	5,840	15,300	21,140	21,140	207,586
Total project cost															<u>820,180</u>
Less Balance available on 12/27/12															<u>108,577</u>
Additional Amendment Request															<u>99,009</u>

Total project cost is spent through 12/27/12 plus estimate to complete.
 Assume no BC Labor during the 30 Calendar Day Operational Testing Period.
 Labor costs are calculated with a multiplier of 2.85 and the profit shall be 13 percent.
 CM hours are based on an average 40-hour week.
 Construction Manager to provide most of the required inspections.
 Field ODCs are primarily for vehicles and incidentals.
 1. Includes 3% escalation from 2011 rates.
 APC = \$8.00 per labor hour for office
 \$5.00 per labor hour for field



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: March 4, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse S. Gill, TSCS Work Group Manager
Sami E. Ghossain, TSCS Coach
Raymond Chau, Principal Engineer

SUBJECT: Agenda Item No. 8 - Meeting of March 11, 2013
**AWARDING THE CONSTRUCTION CONTRACT FOR THE
COGENERATION PROJECT TO D. W. NICHOLSON
CORPORATION**

Recommendation

Staff recommends the Board award the construction contract for the Cogeneration Project to D. W. Nicholson Corporation in the amount of \$10,566,358. Funds for the Project have been budgeted in the Renewal and Replacement Fund and the Capacity Fund.

Background

Wastewater biosolids from the Alvarado wastewater treatment plant process are anaerobically digested within the six primary digesters, which continuously produce a valuable and combustible methane-rich gas called anaerobic digester gas, or biogas. This biogas is an important renewable energy source and is utilized to operate an existing biogas-fueled engine generator at the Plant. This engine generator produces electrical power that makes up a portion of the power needs of the Plant, and the engine exhaust heat is recovered to heat the sludge in the anaerobic digesters; the term "cogeneration" means the use of an engine to generate both electricity and useful heat.

An important component of the Plant's cogeneration system is the conditioning system to treat the biogas before it is combusted in the engines. The biogas must be rid of moisture, hydrogen sulfide, siloxanes, and other particulates in order for the engines to operate properly and not cause damage to the engine parts.

The existing biogas-fueled engine generator is near the end of its useful life and needs to be replaced. Due to the economic and environmental benefits of utilizing the renewable energy source to produce both electricity and heat, the Board authorized staff to pursue the Cogeneration Project (Project) to construct a new building, new cogeneration equipment and a new biogas conditioning system, and to make improvements to the existing biogas collection system that would be able to utilize up to 95% of the biogas produced at the Plant.

Additionally, staff submitted an application to the Self-Generation Incentive Program (SGIP). The SGIP provides financial incentives for the installation of new, qualifying self-generation equipment installed to meet all or a portion of the electric energy needs of a facility and is administered by Pacific Gas and Electric. Staff anticipates a grant of approximately \$3.5 million from the SGIP for this Project.

Project Scope

Carollo commenced with the Project's final design in June 2012 and completed it in January 2013. The Project's major elements are as follows:

- Two 850-kilowatt engine generators manufactured by GE Jenbacher. The engine generators can operate entirely on biogas, natural gas, or a blend of the two depending on availability of biogas from the digesters.
- A new approximately 50-foot by 100-foot metal building that will house the new engine generators and will be located at the area formerly occupied by the INKA process structure (Refer to Figure 1). There will be provisions for a third unit should the District's biogas production increase in the future.
- A new packaged gas conditioning system with redundant chillers, blowers, and pumps to provide reliable and quality biogas to the engine generators. This equipment will be installed on a new exterior concrete pad adjacent to the new building.
- Modifications to the existing biogas collection equipment and piping at the primary and secondary digesters and consolidate the equipment on the new exterior concrete pad.
- Modifications to the existing hot water system to utilize the waste heat from the new engine generators for the anaerobic digestion process in the primary digesters.

Bid Results

Staff advertised the Project for bids on January 22, 2013. Staff received and opened four (4) bids on February 28, 2013. The bid results are summarized in the table below and shown in further detail in the attached Table 1.

Contractor	Total Base Bid Plus Bid Alternates A Through D
D. W. Nicholson Corporation (DWN) Hayward, CA	\$10,566,358
Monterey Mechanical Company Oakland, CA	\$11,829,300
GSE Construction Company Inc. Livermore, CA	\$11,886,478
Anderson Pacific Engineering Construction, Inc. Santa Clara, CA	\$12,255,978

The four bids came in below the Engineer's Estimate of \$12,330,000. DWN was the apparent low bidder with a bid of \$10,566,358, which is 18% below the Engineer's Estimate. Even though the three highest bids were within 4% of each other and were closer to the Engineer's Estimate, the bidding environment remains competitive and is reflected in DWN's bid.

Staff reviewed DWN's bid and determined it to be the lowest responsive and responsible bid, which DWN has verified and confirmed. DWN is a General Engineering Class A licensed contractor who has successfully constructed numerous projects in the San Francisco Bay Area. They have also completed recent projects for the District including the Substation No. 1 Replacement Project, Force Main Improvements Project Phase 1, Primary Effluent Pump Replacement Project, and PLC Replacement Project. Staff has been very satisfied with DWN's work.

Bid Alternates

The Project's bid schedule included five bid alternates. Staff utilized the sum of the Total Base Bid and Bid Alternates A through D for the basis of award. Bid Alternate E provides a unit cost for disposal of any soils classified as hazardous. A description of the bid alternates follows:

Bid Alternate A provides the cost for the contractor to procure builder's risk insurance coverage. Builder's risk insurance is a special type of property insurance that indemnifies against the loss of or damage to a building under construction. DWN

submitted a bid amount of \$16,000 for this insurance. Staff recommends including this bid alternate in the construction contract.

Bid Alternate B provides the cost for the contractor to procure insurance coverage for any damage to the contractor's work caused by acts of God, which include earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves. DWN submitted a bid amount of \$16,000 for this insurance. Staff recommends including this bid alternate in the construction contract.

Bid Alternate C provides the cost for a second chiller unit for the digester gas conditioning system. A second chiller would provide full redundancy in the digester gas conditioning system which would ensure a reliable source of clean fuel for the engine generators. DWN submitted a bid amount of \$71,000 for the second chiller unit. Staff recommends including this bid alternate in the construction contract.

Bid Alternate D provides for a maintenance bond for the digester gas conditioning system. The contract requires a ten-year warranty to cover defects or failures of materials or workmanship for the equipment in the system. The maintenance bond will cover the first five years of the warranty period and will ensure that either the contractor or the bond surety will be financially responsible should major problems occur with the equipment. DWN submitted a bid amount of \$12,000 for the maintenance bond. Staff recommends including this bid alternate in the construction contract.

Bid Alternate E provides for a unit cost to dispose of excavated soils that are classified as hazardous. DWN submitted a cost of \$275 per cubic yard, which will be valid for the construction period.

Construction

The Project's construction period will be five hundred twenty five (525) calendar days with an estimated completion of all project elements by October 2014. However, the Project will require the commissioning of the new engine generators within four hundred thirty five (435) calendar days, or July 2014. The Covello Group will provide construction management services.

Staff recommends the Board award the construction contract for the Cogeneration Project to D. W. Nicholson Corporation in the amount of \$10,566,358.

RBC/JSG/SEG/RC;mp

Attachments: Figure 1
Table 1 – Bid Tabulation
Contractor Agreement

Figure 1 – Site Plan

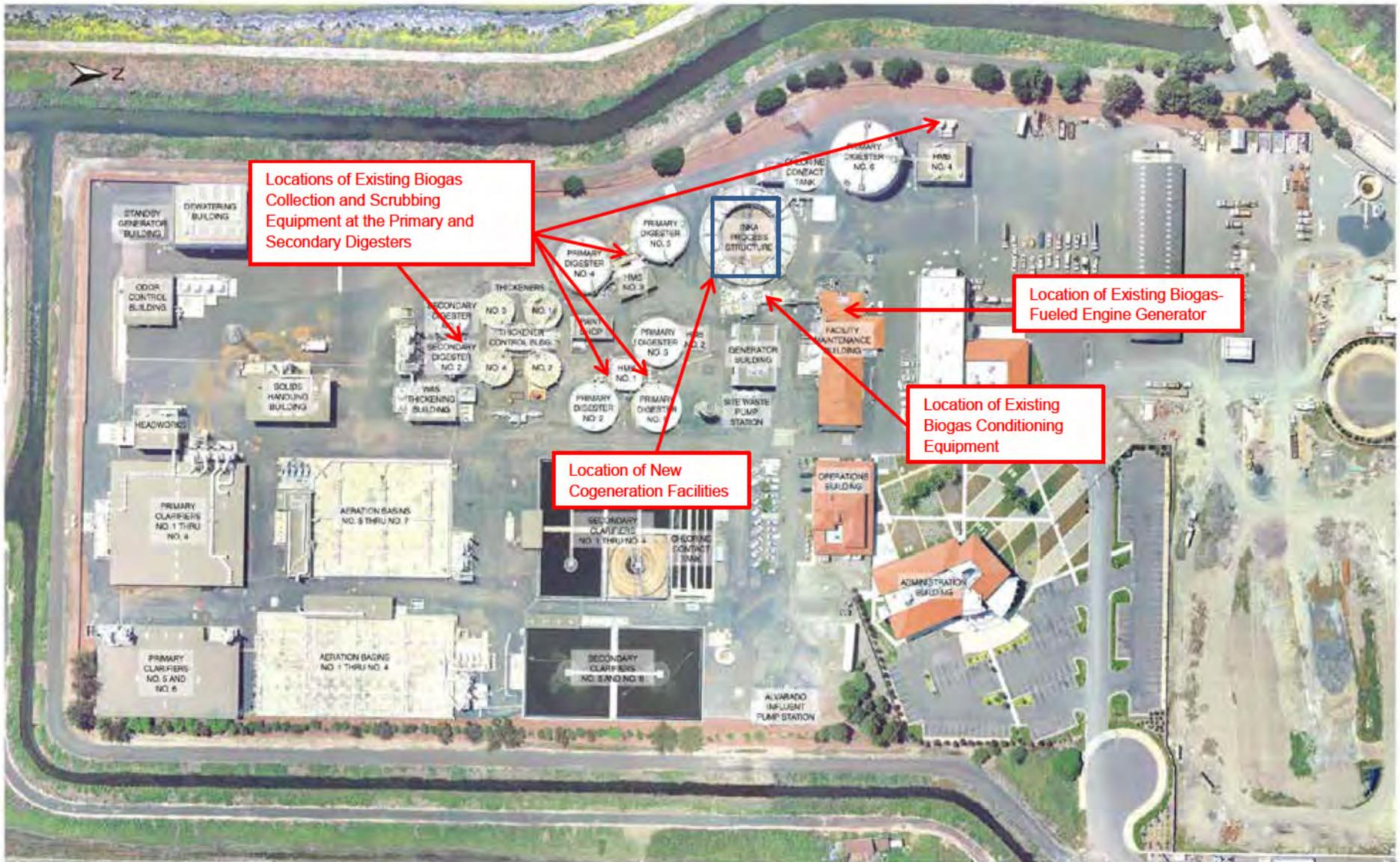


Table 1

Cogeneration Project, Project No. 800-359
 Bid Tabulation
 Bid Opening: 2:00 pm, February 28, 2013
 Engineer's Estimate: \$12.33 million

Bid Item No.	Bid Item	Unit	Estimated Quantity	D. W. Nicholson Corporation	Monterey Mechanical	GSE Construction	Anderson Pacific Engineering Construction
				Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price
1	Completion of all Work except as specified under bid items 2 thru 9	LS	1	\$7,480,000	\$8,746,300	\$8,591,200	\$8,985,000
2	Pre-negotiated Amount of Cogeneration Engine Generator System Package	LS	1	\$2,684,000	\$2,684,000	\$2,684,000	\$2,684,000
3	Shoring and Bracing	LS	1	\$0	\$5,000	\$21,600	\$15,000
4	Allowance for Providing Time and Material Costs Associated with Deviation of Defined Utility Trench Excavation	LS	1	\$40,000	\$40,000	\$40,000	\$40,000
5	Disposal of Excavated Soils as Non-Hazardous Waste	CY	860	\$62,780	\$34,400	\$37,840	\$86,000
6	Cost for Providing Removable Guard Posts	EA	12	\$7,200	\$9,600	\$9,600	\$10,800
7	Cost for Compaction Grouting	CY	120	\$34,800	\$48,000	\$36,360	\$39,600
8	Cost for Providing Hot Water Loop Bypass	LS	1	\$41,000	\$35,422	\$95,600	\$40,000
9	Pre-negotiated Amount for Programming Services	LS	1	\$101,578	\$101,578	\$101,578	\$101,578
Total Base Bid				\$10,451,358	\$11,704,300	\$11,617,778	\$12,001,978
Bid Alternate A	Builder's Risk Insurance	LS	1	\$16,000	\$36,000	\$20,000	\$110,000
Bid Alternate B	Act of God Insurance (Earthquake and Tidal Waves)	LS	1	\$16,000	\$29,000	\$100,200	\$60,000
Bid Alternate C	Redundant Chiller Unit	LS	1	\$71,000	\$50,000	\$100,500	\$73,000
Bid Alternate D	Maintenance Bond (Digester Gas Conditioning System)	LS	1	\$12,000	\$10,000	\$48,000	\$11,000
Bid Alternate E	Disposal of Excavated Soils Classified as Hazardous Waste	CY	1	\$275	\$975	\$350	\$200
Contract Price (Total Base Bid + Bid Alternates A Through D) - This is the basis of award				\$10,566,358	\$11,829,300	\$11,886,478	\$12,255,978

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

Cogeneration Project

Project No. 800-359

THIS AGREEMENT, made and concluded, in duplicate, this ___ day of March, 2013, between the UNION SANITARY DISTRICT ("District"), Union City, California, and D. W. NICHOLSON CORPORATION ("Contractor"), License No. 68847.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Cogeneration Project (800-359)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Ten Million Five Hundred Sixty Six Thousand Three Hundred Fifty Eight Dollars (\$10,566,358.00) computed in accordance with Contractor's accepted proposal dated February 28, 2013, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: A, B, C, and D. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to 200 dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number.

The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit \$100.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or

industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

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

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

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

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

5. It is further expressly agreed by and between the parties hereto that should there be any

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

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

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

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

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

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

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

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement

filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

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

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works

contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the

District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

Addendum No. 1
1/29/13

20. The District has applied for a Self-Generating Incentive Program grant that requires approval from PG&E and the Project is dependent on this approval. The District's issuance of the Notice to Proceed to the successful bidder is dependent on approval from PG&E. If PG&E does not provide the reservation confirmation and/or approval of the District's grant application, the District shall have the right to terminate any and all executed agreements, insurance coverage, and bonds, and has the right to cancel the Cogeneration Project. In the event that the District terminates the Contract after Award of the Contract and execution of the Agreement but prior to issuance of the Notice to Proceed, due to the loss of the PG&E funding, the Contractor will be compensated \$10,000 for any and all direct and/or indirect costs that may have been incurred after the submission and opening of the Bids and up to the point of such termination. No further compensation for such termination is allowable under the Contract or will be considered. Furthermore, the District shall not be liable for any costs incurred by any and all bidders (including subcontractors, suppliers, manufacturers, and vendors) and the successful bidder in preparation of the bid estimates and documents submitted to the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of March, 2013.

D. W. NICHOLSON CORPORATION

By: _____
Thomas S. Reed
President
Address: 24747 Clawiter Road, Hayward, CA 94545

UNION SANITARY DISTRICT

By: _____
Manny Fernandez
Board Secretary
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for Union Sanitary District

***** END OF SECTION ****



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: March 4, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, TSCS Coach
Raymond Chau, Principal Engineer
Ric Pipkin, Senior Engineer

SUBJECT: Agenda Item No. 09 - Meeting of March 11, 2013

RESOLUTION NO. 2697, AUTHORIZING THE APPLICATION FOR STATE REVOLVING FUND FINANCIAL ASSISTANCE FOR THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT AND DESIGNATING THE TSCS WORK GROUP MANAGER OR HIS DESIGNEE AS THE DISTRICT'S REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT

Recommendation

Authorize application of the State Revolving Fund (SRF) financial assistance by resolution and designate the TSCS Work Group Manager or his designee as the District's representative to execute the SRF financial assistance application documents and agreement for the Thickener Control Building Improvements Project(Project).

Background

Staff is modifying the District's application package to the State Water Resources Control Board (SWRCB) for SRF financial assistance to \$12,200,000 for the design and construction of the Thickener Control Building Improvements Project. On December 10, 2012 the Board authorized staff by Resolution 2689 to submit an application to the SWRCB for \$10,300,000 for the Project. After the application submission staff and Carollo Engineers, the design consultant for the Project, revised the scope of the Project to add the demolition and replacement of the existing primary sludge splitter structure including its support structures to the Project. This additional scope

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significantly improves the layout and access within the new Thickener Area. As Carollo developed the design it was determined that keeping the existing splitter structure limited the ability to modify the concrete slab for the Thickener Area and would thereby create trip hazards and confined access points. Given the 20-25 year expected life of the new Thickener Area staff believes it is important to make the changes to the Project to facilitate the long-term continuous operation of the area.

The SRF application package requires the District's Governing Body to authorize, by resolution, the application for SRF financial assistance and designate a representative to file the financial assistance application and execute the documents. It is recommended that the TSCS Work Group Manager or his/her designee be designated to execute the financial assistance application documents. Staff is requesting authorization to file the financial assistance application for up to \$13,400,000.00 which includes the revised anticipated financial assistance amount plus a 10% contingency. Staff is requesting this contingency to streamline the financial assistance process in the event the project costs escalate more than expected. The final amount of financial assistance the District requests from the SWRCB will be contingent upon the construction contract amount awarded by the Board.

Staff recommends the Board authorize the application for SRF financial assistance for the Thickener Control Building Improvements Project and designate the TSCS Work Group Manager or his designee as the District's representative to execute the financial assistance application for a financing agreement with the SWRCB in an amount not to exceed \$13,400,000.

RBC:JG:SG:RC:RP

Attachment: Resolution No. 2697 - Authorized Representative Resolution

Resolution No. 2697

AUTHORIZED REPRESENTATIVE RESOLUTION

BE IT RESOLVED by the Board of Directors of the Union Sanitary District (District), in Alameda County, California, that the District’s TSCS Work Group Manager or his/her designee is hereby authorized and directed to sign and file, for and on behalf of the Union Sanitary District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Thickener Control Building Improvements Project, and

BE IT RESOLVED that the Union Sanitary District hereby agrees and further does authorize the aforementioned representative or his/her designee to certify that the District has and will comply with all applicable state and federal statutory and regulatory requirements related to any financing or financial assistance received from the State Water Resources Control Board, and

BE IT FURTHER RESOLVED that the TSCS Work Group Manager or his/her designee of the Union Sanitary District is hereby authorized to negotiate and execute a financial assistance agreement from the State Water Resources Control Board and any amendments or change orders thereto and certify financing agreement disbursements on behalf of the Union Sanitary District. Except for grant awards, such financial assistance shall not exceed \$13,400,000.00.

BE IT FURTHER RESOLVED that Resolution No. 2689 of this Board adopted on December 10, 2012 is hereby rescinded.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 11th day of March 2013.

- AYES: Fernandez, Handley, Kite, Lathi, Toy
- NOES: ----
- ABSTAIN: ----
- ABSENT: ----

PAT KITE
 President, Board of Directors
 Union Sanitary District

Attest:

MANNY FERNANDEZ
 Secretary, Board of Directors
 Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: March 4, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, TSCS Coach
Raymond Chau, Principal Engineer
Ric Pipkin, Senior Engineer

SUBJECT: Agenda Item No. 10 – Meeting of March 11, 2013
RESOLUTION NO. 2698, REIMBURSING EXPENDITURES PAID PRIOR TO THE APPROVAL OF THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT STATE REVOLVING FUND FINANCIAL ASSISTANCE BY THE STATE WATER RESOURCES CONTROL BOARD

Recommendation

Adopt a Resolution to reimburse expenditures paid prior to the approval of the Thickener Control Building Improvements Project State Revolving Fund (SRF) financial assistance by the State Water Resources Control Board (SWRCB).

Background

Staff is modifying the District's application package to the State Water Resources Control Board (SWRCB) for SRF financial assistance to \$12,200,000 for the design and construction of the Thickener Control Building Improvements Project. On December 10, 2012 the Board authorized staff by Resolution 2689 to submit an application to the SWRCB for \$10,300,000 for the Project. After the application submission staff and Carollo Engineers, the design consultant for the Project, revised the scope of the Project to add the demolition and replacement of the existing primary sludge splitter structure including its support structures to the Project. This additional scope significantly improves the layout and access within the new Thickener Area. As Carollo developed the design it was determined that keeping the existing splitter structure

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limited the ability to modify the concrete slab for the Thickener Area and would thereby create trip hazards and confined access points. Given the 20-25 year expected life of the new Thickener Area staff believes it is important to make the changes to the Project to facilitate the long-term continuous operation of the area.

The SRF financial assistance program requires Union Sanitary District's (District) governing body to adopt a "Reimbursement Resolution" that would allow the District to incur expenditures on the Thickener Control Building Improvements Project before the approval of the SRF financial assistance application. The attached "Reimbursement Resolution" meets this requirement and also states the District's intention to get reimbursed by SWRCB for expenditures incurred on the project before the approval of the SRF financial assistance application.

RBC:JG:SG:RC:RP

Attachment: Resolution

RESOLUTION NO. 2698

REIMBURSE EXPENDITURES PAID PRIOR TO THE APPROVAL OF THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT STATE REVOLVING FUND FINANCIAL ASSISTANCE BY THE STATE WATER RESOURCES CONTROL BOARD

WHEREAS, the Union Sanitary District (the "Agency") desires to finance the costs of constructing the Thickener Control Building Improvements Project (the "Project"); and

WHEREAS, the Agency intends to finance the construction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$13,400,000.00.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

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SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

BE IT FURTHER RESOLVED that Resolution No. 2690 of this Board adopted on December 10, 2012 is hereby rescinded

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 11th day of March 2013.

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: ----

ABSTAIN: ----

ABSENT: ----

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: February 27, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, CIP Coach
Raymond Chau, Principal Engineer
Chris Pachmayer, Associate Engineer

SUBJECT: Agenda Item No. 11 - Meeting of March 11, 2013
RESOLUTION NO. 2699, ACCEPTING THE CONSTRUCTION OF THE CATHODIC PROTECTION IMPROVEMENTS PROJECT FROM AMERICAN CONSTRUCTION AND SUPPLY, INC. AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION

Recommendation

Staff recommends the Board accept the construction of the Cathodic Protection Improvements Project from American Construction and Supply, Inc. by Resolution, and authorize the Attorney for the District to file a Notice of Completion with the Alameda County Recorder's Office.

Background

On February 27, 2012, the Board awarded the construction contract for the Cathodic Protection Improvements Project (Project) in the amount of \$236,605 to American Construction and Supply, Inc. (ACS).

The District operates cathodic protection systems to protect its underground steel and iron pipelines. These systems are located at the Alvarado Wastewater Treatment Plant, Newark Pump Station, Irvington Pump Station, and sites where the twin force main pipelines cross underneath major roadways and railroads. The cathodic protection systems are a combination of sacrificial anodes installed in shallow excavations for protecting small amounts of steel or iron pipe, and anodes installed in a deep well and

energized using a rectifier for large amounts of steel or iron pipe. The cathodic protection systems are designed to slowly and sacrificially degrade the anodes while providing an electrical charge to the connected steel or iron pipelines thus slowing the corrosion of the pipelines.

The District conducts an annual assessment of the cathodic protection. The assessment completed in 2011 identified a number of cathodic protection systems at the Alvarado Wastewater Treatment Plant, Newark Pump Station, Irvington Pump Station, and along the twin force main alignment that were no longer providing an adequate level of protection to their associated pipelines.

V&A Consulting Engineers provided final design services for the Project. The scope of work for the Project included the following:

No.	Location	Description of Work
1	Alvarado Wastewater Treatment Plant	<ul style="list-style-type: none"> · Install one new deep anode well · Install two new rectifiers · Install five new coupon test stations · Install two new shallow magnesium anodes · Install three new test station bonding cables and ductbanks between existing test stations.
2	Newark Pump Station	<ul style="list-style-type: none"> · Install three new Coupon Test Stations
3	Irvington Pump Station	<ul style="list-style-type: none"> · Install one new deep anode well · Install one new rectifier · Install three new shallow magnesium anodes · Install one new test station bonding cables and ductbanks between existing test stations.
4	Twin Force Mains- Site 14 located at Cargill Salt at 7220 Central Ave in Newark	<ul style="list-style-type: none"> · Install eight new shallow magnesium anodes
5	Twin Force Mains - Site 18 located 1,000 feet south of the western terminus of Stevenson Blvd. in Newark	<ul style="list-style-type: none"> · Install sixteen new shallow magnesium anodes

Construction Contract

Staff issued the Notice to Proceed to ACS on April 20, 2012. The 130-day project was scheduled to be complete on August 27, 2012. ACS substantially completed the Project on October 15, 2012. Forty nine (49) days were added to the contract via Change Order No. 1.

Change Order Summary

The Project construction included two (2) Change Orders at a total credit of \$8,605.00. A summary of the Change Orders is shown in Table 1:

**Table 1
Change Order Summary**

No.	Description	Amount
1	Summary of Negotiated Contract Changes.	(\$4,000.00)
2	Credit for Unused Utility Conflict Potholes	(\$4,605.00)
Total Change Order Amount		(\$8,605.00)

Change Order No. 1 is a summary of six (6) changes that were negotiated with ACS that resulted in an overall credit and a time extension of forty nine calendar days to the contract time. The work included the elimination of coupon test stations and compensation associated with underground conflicts during well drilling and duct bank installation.

Change Order No. 2 was a credit for unused additional exploratory potholes. There was a separate bid item in the contract that provided for additional exploration potholes should there be any underground conflicts during placement of the shallow anodes.

The District has assumed beneficial use of the cathodic protection systems installed as part of this Project. Staff recommends the Board accept the construction of the Cathodic Protection Improvements Project from American Construction and Supply Inc. by Resolution, and authorize the Attorney for the District to file a Notice of Completion with the Alameda County Recorder's Office.

RBC/JG/SG/RC/CP;mp

Attachments: Resolution
Notice of Completion
Photos

RESOLUTION NO. 2699

**ACCEPTING PROJECT FROM
AMERICAN CONSTRUCTION AND SUPPLY, INC.
FOR
CATHODIC PROTECTION IMPROVEMENTS PROJECT
IN THE CITY OF UNION CITY, CALIFORNIA**

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Cathodic Protection Improvements Project from American Construction and Supply, Inc. effective March 11, 2013.

Legal Counsel is hereby authorized to record a "Notice of Completion" for the project.

On motion duly made and seconded, this resolution was adopted by the following vote on March 11, 2013:

AYES: Fernandez, Handley, Kite, Lathi, Toy

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:**

**DAVID M. O'HARA
Attorney at law
975 Centennial Drive
Brentwood, CA 94513**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN BY UNION SANITARY DISTRICT, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on February 27, 2012, by said District and **American Construction and Supply, Inc.** 45 San Clemente Dr., Suite A-100, Corte Madera, CA, 94925 Contractor for the Project, "**Cathodic Protection Improvements Project**", was substantially completed on October 15, 2012 and accepted by said District on March 11, 2013.

The name and address of the owner is **UNION SANITARY DISTRICT**, at 5072 Benson Road, Union City, CA 94587.

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is Union Sanitary District's Wastewater Treatment Plant, located at 5072 Benson Road, Union City, CA 94587, County of Alameda, State of California.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____ at UNION CITY, CALIFORNIA.

DAVID M. O'HARA,
Agent of UNION SANITARY DISTRICT

Cathodic Protection Improvements Project Photos



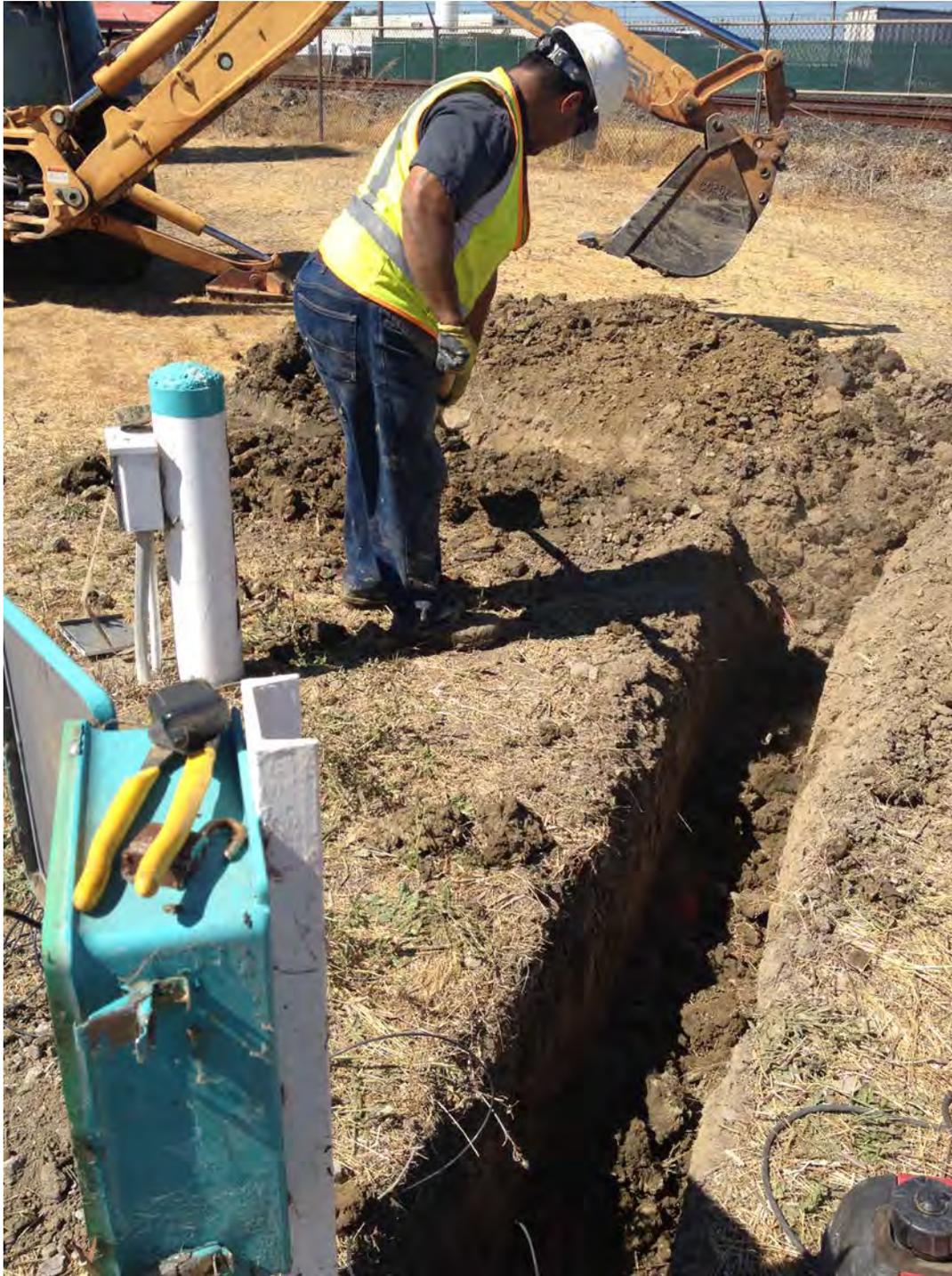
Four (4) New Deep Well Anodes at Irvington Pump Station. The Metal Anodes are Placed into the Well and Electrically Tied to A Rectifier Located at the Pump Station.

Cathodic Protection Improvements Project Photos



Deep Well Drilling Operation at Irvington Pump Station. The Depth of the Well is Approximately 175'.

Cathodic Protection Improvements Project Photos



Installing Anodes at Site 14 (Cargill's Salt Plant in Newark). The Green Box is the Cathodic System Test Station.

Cathodic Protection Improvements Project Photos



Installing Anodes Adjacent to the Twin Force Main at Site 18. The White Bag is The Anode



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: February 27, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Rollie Arbolante, TSCS Coach

SUBJECT: Agenda Item No. 12 - Meeting of March 11, 2013
AUTHORIZE THE GENERAL MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE SANTA CLARA VALLEY TRANSPORTATION AGENCY FOR THE KATO ROAD GRADE SEPARATION PROJECT

Recommendation

Authorize the General Manager to execute a license agreement with the Santa Clara Valley Transportation Agency for the Kato Road Grade Separation Project, in the City of Fremont.

Background

The Santa Clara Valley Transportation Authority (VTA) and the City of Fremont have initiated the project of extending BART service from Fremont to San Jose. The VTA's Silicon Valley Extension Project involves the construction and installation of tracks within their existing right-of-way to accommodate BART trains from the planned Warm Springs station to a future Milpitas station and Berryessa-San Jose station. The planned alignment crosses Kato Road between Warm Springs Boulevard and Milmont Drive. A location map is attached.

To accommodate VTA's project, Kato Road is being lowered under the VTA tracks in order to alleviate traffic congestion and improve safety. Approximately 240 feet of existing 10-inch sewers crossing Kato Road impacted by the grade separation project was replaced with approximately 615 feet of new 10-inch sewers. The replacement sewers cross underneath the future BART tracks and the adjacent UPRR tracks, and culminate with a connection to an existing 24-inch trunk sewer back on Kato Road.

The Board approved a cost-sharing agreement with the City of Fremont on April 11, 2011. The City agreed to pay 60% of the sewer relocation design and construction costs and the District would pay 40% of these costs. The VTA's contractor, Gordon N. Ball Inc., completed construction of the sanitary sewer relocation in March, 2012. USD's portion of design and construction costs is estimated to be \$137,000. Review of the reimbursement invoices is currently in progress.

To provide the District with rights to operate and maintain the new sewer line within the VTA right-of-way, the District has negotiated a license agreement with the VTA. A similar license agreement with the Union Pacific Railroad (UPRR) was approved by the Board in January 2012.

Construction of the Kato Road Grade Separation Project began in the fall of 2011 and is expected to be completed in the summer of 2014.

Staff and legal counsel have reviewed the license agreement (attached) and recommend execution by the General Manager.

Attachments: Exhibit A – Vicinity Map
VTA License Agreement

RBC:JSG:RRA

**LICENSE AGREEMENT BETWEEN THE SANTA CLARA
VALLEY TRANSPORTATION AUTHORITY AND UNION SANITARY DISTRICT
FOR PROPERTY LOCATED AT KATO ROAD AND
VTA RIGHT OF WAY RAIL CORRIDOR**

This LICENSE AGREEMENT (hereinafter referred to as "License"), is made and entered into this ___ day of _____, 2013 between SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "VTA") and the UNION SANITARY DISTRICT (hereinafter referred to as the "Licensee").

The parties hereby agree as follows:

1. Premises

VTA is the owner of land located in the State of California, County of Alameda described more particularly in Exhibit "A" attached hereto (herein referred to as the "Premises"). Licensee is the owner of a 10-inch sanitary sewer pipeline being shown as "New 10-inch Sewer Pipeline" (hereinafter the "Sewer Pipeline") described in Exhibit "A". In connection with the Kato Road Grade Separation Project, VTA herein grants Licensee a License to enter upon the Premises to relocate the Sewer Pipeline onto the Premises.

2. Use

Subject to the terms and conditions set forth herein, Licensee shall have the right to enter upon and use the Premises solely for the following purpose: To maintain, repair, replace and operate the Sewer Pipeline.

3. Condition Precedent

This License is conferred subject to the following covenants and conditions referred hereto which Licensee hereby expressly agrees to keep and perform: All permits which may be necessary for the maintenance and operation of the Sewer Pipeline shall be obtained by the Licensee, and Licensee agrees not to operate or maintain the Sewer Pipeline in violation of any law, regulation or ordinance, or in violation of the rights of VTA to use or enjoy the property or right-of-way. This License shall give Licensee the rights provided herein only to the extent that VTA may do so under and by virtue of the rights that it has in the property or right-of-way. Upon the failure of Licensee to conform to any of the conditions specified herein, after VTA provides 15 day written notification to Licensee of the non-conformance and a reasonable opportunity to cure the non-conformance, the License hereby conferred shall, at the option of VTA, terminate, and VTA shall have the right to forthwith remove the Sewer Pipeline from the right-of-way and property, and thereupon Licensee shall pay to VTA all costs and expenses incurred by VTA in connection with such removal, and for any damage which may have been done to the right-of-way or other property by the installation, maintenance, operation or removal of the Sewer Pipeline.

4. Assignment of Transfer of License Rights

This License is personal to Licensee and Licensee shall not assign the privileges hereby conferred, or any part thereof, without the prior written consent of VTA. However, Licensee may engage contractor, subcontractors, and consultants to perform maintenance and repair work for the Sewer Pipeline. Licensee shall ensure that all such contractors, subcontractors, and consultants comply with the terms of this License.

5. Construction and Maintenance

The Sewer Pipeline was constructed by VTA in accordance with Licensee's standard specifications for sanitary sewer systems. The work plans for the repair or re-construction of the Sewer Pipeline will be first approved by VTA, which approval will not be unreasonably withheld, and the work of installation shall be performed by a contractor on behalf of Licensee under the supervision and to the satisfaction of VTA and its authorized representatives. Except in an emergency, before performing any work upon the Premises for the inspection, maintenance or repair thereof, Licensee shall give VTA at least ten (10) days' advance written notice to obtain a construction access permit with VTA and arrange for the presence of its representative when such work is being performed. The Licensee shall bear the reasonable cost of supervision and inspection of the work by VTA, except that VTA shall bear the cost of supervision and inspection of the initial installation of the Sewer Pipeline by VTA's contractor. This License includes the right of ingress and egress to the Sewer Pipeline for the purposes set forth in this paragraph. All safety devices or appliances made necessary by the Sewer Pipeline or required by order of any such public body in relation thereto shall be installed and maintained by Licensee at Licensee's sole cost.

6. No Interference with VTA's Use

The Sewer Pipeline, constructed by VTA, shall at all times be operated, maintained and repaired in a manner that will not affect, interfere with or in any way endanger the construction, maintenance or operation by VTA of its facilities. All property of any kind, whether fixed or movable, brought or remaining upon the Premises, shall at all times be placed and maintained by Licensee so as to observe the minimum clearance on each side of, over or under, the track or tracks of VTA as may be required by order of the Public Utilities Commission of the State of California, or other public body having jurisdiction. If the rights of VTA to possession of the property or right-of-way shall at any time be impaired by the operation or maintenance of the Sewer Pipeline, in breach of this provision, VTA shall have the right, upon giving reasonable notice to Licensee, to require Licensee, to remedy the breach or remove as quickly as practicable the Sewer Pipeline from the property or right-of-way and peaceably yield possession thereof to VTA.

7. License Only

This Agreement creates a License only and shall not confer any interest in real property, including easement or leasehold rights.

8. Indemnity and Release

(a) Licensee shall indemnify VTA, its officers, employees and agents, and save them harmless from and against any loss, damage, expense (including attorney's fees and costs), claims and demands of whatsoever character, direct or consequential, including those arising from personal injury to employees of VTA or to third persons, or from damage to property belonging to or in the custody or possession of VTA or third persons, whether upon the Premises that is caused by the negligence of Licensee or Licensee's officers, employees, contractors, agents, or invitees ("Licensee Parties") (1) in connection with the access and use of the Premises by the Licensee Parties; or (2) in connection with the repair, operation, maintenance or replacement of the Sewer Pipeline.

(b) Licensee shall indemnify, defend and hold harmless VTA, its officers, employees and agents, against any claim, liability, loss, expense or damage, including reasonable attorney's fees and costs, with respect to the presence of hazardous materials that have been brought onto the Premises by the Licensee Parties. This indemnity shall survive the termination or expiration of this Agreement.

(c) Licensee shall further indemnify VTA, its officers, employees and agents, and save them harmless from and against any and all loss, expense (including attorney's fees and costs), damage, or disadvantage which they may incur through actions, suits or legal proceedings of whatsoever character, including forfeiture of any rights or property, injunctions against the use or enjoyment of any such rights or property, the entry or enforcement of any orders or judgments, and all costs and expenses incident thereto, caused by or in any way arising from the negligence of Licensee Parties in connection with the maintenance, operation, repair or replacement of the Sewer Pipeline.

(d) Licensee shall assume all risk of damage to the Sewer Pipeline, its adjuncts and appurtenances, and to any other property of Licensee, or any property under the custody or control of Licensee Parties while upon the Premises, caused by or contributed to, in any way, by the construction, operation or maintenance of the rail line or lines and facilities of VTA or its or their present or future adjuncts or appurtenances, and shall release, indemnify and save harmless VTA, its officers, employees and agents, from and against any and all liability for any such damage or injuries suffered by Licensee Parties or any other person or persons while engaged in the maintenance, operation, repair or replacement of the Sewer Pipeline, its adjuncts or appurtenance, caused by or contributed to, in any way, by the construction, operation or maintenance of the rail line or lines of VTA or its or their present or future adjuncts or appurtenances, or caused in any other respect whatsoever, except to the extent caused by the negligence of VTA, its officers, employees, contractors, and agents. VTA shall provide Licensee with ample notification for evaluation and implementation of measures for the Sewer Pipeline, its adjuncts and appurtenances that Licensee determines necessary to mitigate interferences with VTA's future structures, adjuncts or appurtenances.

9. License Fee

(a) No license fee required. The license granted is subject to the needs and requirements of VTA in the operation of its railroad and in the improvement and use of its property. In the future, if VTA requires Licensee to reinforce the Sewer Pipeline, or move all or any portion of the Sewer

Pipeline to such new location, as VTA may reasonably designate, in the furtherance of its needs and requirements, VTA, at VTA's sole cost, will provide Licensee equivalent rights for its new sewer main and pay for reinforcement and relocation costs. In the future, if Licensee chooses to relocate its sewer facility, Licensee shall, at Licensee's sole cost, be responsible for acquiring equivalent rights and all relocation and capital costs. The terms, conditions and stipulations herein expressed with reference to the Sewer Pipeline on property of VTA in the location hereinbefore described shall, so far as the Sewer Pipeline remains on VTA property, apply to the Sewer Pipeline as modified, changed or relocated within the contemplation of this section.

(b) All physical property used in the Sewer Pipeline, capable of being so marked, shall at the time of installation thereof, or immediately thereafter, be plainly and permanently marked with the name of the Licensee.

10. Notices

Any notices required to be given hereunder, or which either party may wish to give, shall be in writing and shall be personally delivered or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA:

Santa Clara Valley Transportation Authority
Real Estate Division – B2
3331 N. First Street
San Jose, CA 95134-1927

To Licensee:

Union Sanitary District
District Engineer
5072 Benson Road
P.O. Box 5050
Union City, CA 94587-2508

Or to such other place as either party may designate by written notice.

11. Miscellaneous

(a) This License agreement represents the entire agreement between the parties relative to the use of the Premises. Any prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives relative to such use are revoked and extinguished by this License Agreement.

(b) Future amendments to this License shall be processed by mutual written agreement of the Parties.

(c) If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(d) Agreement shall be construed and its performance enforced under California law.

(e) Licensee represents and warrants that the person or persons whose signature(s) appears hereon has been duly authorized and has the full authority to execute this License agreement on behalf of the Licensee.

Santa Clara Valley Transportation Authority

Licensee: Union Sanitary District

Michael T. Burns, General Manager

Richard B. Currie, General Manager

Date:_____

Date:_____

APPROVED AS TO FORM:

Counsel

Date:_____
David M. O'Hara, Legal Counsel

RECOMMENDED FOR APPROVAL:

Kevin Balak
Associate Real Estate Agent

Date:_____



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: February 28, 2013

MEMO TO: Board of Directors – Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rich Cortes, Business Services Manager

SUBJECT: Agenda Item No.13 – Meeting of March 11, 2013
REVIEW AND APPROVE POLICY NO. 2920
COMPUTER PURCHASE AND STUDENT LOAN PROGRAM

Recommendation:

Approve Policy No. 2920 Computer Purchase and Student Loan Program.

Background:

The Computer Purchase and Student Loan Program provides the opportunity to receive interest free loans for the purchase of approved technology-related equipment and to pay for job-related educational coursework.

Attached are suggested changes to the computer purchase portion of the policy and its related forms to clarify language and intent.

Union Sanitary District
Policy and Procedure Manual

Effective: 9/11	Computer Purchase and Student Loan Program	Policy Number 2920 Page 1 of 5
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Policy

Union Sanitary District's Board of Directors encourages employee development.

This policy is composed of two parts: (1) a Computer Purchase Loan Program (“Computer Loan”), which provides for interest-free loans for eligible computer related purchases, and (2) a Student Loan Program (“Student Loan”), which generally provides for interest-free student loans for educational expenses exceeding the maximum reimbursement available under the Employee Education Policy (Policy 5330).

It is intended that both loan programs meet the requirements for qualification under Section 127 of the Internal Revenue Code, and that benefits paid to employees under such program be excludable from gross income to the maximum extent allowed under that Section. In accordance with Section 127, the District will provide reasonable notice of the terms and availability of this program to eligible employees.

In addition, it is intended that the foregone interest on loans under both programs be excluded from gross income under the de minimis exception set out under Section 7872(3)(3) of the Internal Revenue Code for compensation-related loans not exceeding \$10,000.

Purpose

The Computer Purchase and Student Loan Program was established to assist employees in the development of enhanced computer skills **applicable to the District’s computing environment**, and to allow employees to improve their work- and career-related knowledge, skills, and abilities by providing an economic incentive to improve such skills and knowledge.

Computer Purchase Loan Program

Definitions

- Conditions*
- All participating employees and current members of the Board of Directors are required to sign an [Installment \(promissory\) note](#).
 - Loans are for new material acquisition only. This may be for a complete systems, or approved software, ~~or approved system upgrades~~. Only one system (desktop, laptop, etc.) may be purchased under one loan.
 - Loans must be paid back through after-tax payroll deductions,
 - Employees may ~~refinance for new hardware/software or upgrades after 24 months~~. not apply for a new loan for 24 months from the start of their first loan ~~even if~~ unless the previous loan is paid in full. No more than two loans may be outstanding at any one time with a combined maximum of \$3,000.

Eligibility

All full-time, non-probationary employees who are not on a Plan of Improvement, part-time employees who have completed probation and an additional year of employment with the District and are not on a Plan of Improvement, and current members of the Board of Directors are eligible to participate in this program. All employees must have a minimum of six months employment with the District.

Ineligibility

Full-time employees who are on probation as a new hire or on a Plan of Improvement for any reason, or part-time employees who have not passed probation and have not been employed by the District for an additional year or are on a Plan of Improvement for any reason are not eligible to participate in this program.

Loan Terms

The no-interest loan must be repaid within 78 pay periods.

Minimum Loan Amount

\$500 is the minimum amount for a loan to be opened.

Maximum Loan Amount

\$3,000 per employee regardless of number of loans with a \$50,000 maximum program liability.

Priorities

Should the maximum program liability be approached, Business Services will institute the following priority schedule:

- first priority: employees/Board Members who have not participated in the program;
- second priority: employees/Board Members who have paid off their entire loan balance;
- third priority: employees/Board Members who have completed 24 months of payments and have a remaining balance.

Procedure

- Employee/Board Member completes the [Request for Computer Purchase Loan Financing](#) form and reviews it with IT.

- IT verifies equipment eligibility, including comparing it with the [Computer Loan Equipment Standards](#), and forwards the form to the Business Services Manager, who verifies employee eligibility in the program and approves/disapproves expenditure of funds.
- If at any step of the verification process the employee fails to meet the criteria for a loan, the [Request for Computer Purchase Loan Financing](#) form will be returned to the employee with an explanation of the reason for the loan denial.
- After receiving approval from the Business Services Manager, the employee/Board Member purchases hardware/software.
- The employee/Board Member submits the **original** paid invoice along with the sales contract to the Business Services Manager, who notifies Payroll to prepare a reimbursement check.
- Business Services (Payroll) prepares the check to reimburse the employee/Board Member and ~~Promissory Note~~ [Installment Note](#) to be signed by the employee/Board Member.
- Business Services (Payroll) establishes payroll deductions for a maximum of 78 pay periods.
- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days from the date of separation from the District or end of a Board Member's term.
- Business Services (Payroll) issues a paid note after the last payment is received.
- Failure to repay the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Student Loan Program

- Conditions*
- All employees are required to sign a [Computer Purchase and Student Loan Program Installment Note](#).
 - Loans must be paid back through after-tax payroll deductions
 - No interest will be assessed on the loan.

Eligibility All full-time and part-time employees who have completed a new hire probation and are not on a Plan of Improvement. Part-time employees must also complete an additional one (1) year of employment after completing probation.

Ineligibility Full-time employees who are on probation as a new hire or on a Plan of Improvement for any reason, or part-time employees who have not passed probation and have not been employed by the District for an additional year or are on a Plan of Improvement for any reason are not eligible to participate in this program.

Loan Term The no-interest loan must be repaid within 78 pay periods.

Maximum Loan Amount \$3,000 per employee with a \$15,000 maximum program liability.

Priority Should the aggregate loan cap be approached, Business Services will institute the following priority schedule:

- first priority: employees that have not participated in the program;
- second priority: employees who have paid off their entire loan balance;
- third priority: employees who have completed 24 months of payments and have a remaining balance.

Refinancing Employees are eligible for refinancing, up to a maximum total loan amount of \$3,000

Procedure

- Employee must have already completed the Tuition Reimbursement Request form under the Employee Education Policy (Policy Number 5330) and received Coach and HR approval.
- Employee must state, in the Student Loan section of the [Tuition Reimbursement Request](#) form that their educational reimbursement exceeds the maximum reimbursement of the maximum amount available per the Employee Education Policy and they are requesting a student loan for up to a maximum of \$3000.
- After Human Resources approves the [Tuition Reimbursement Request](#) form requesting a loan, HR forwards the request to Business Services (Payroll).
- Payroll prepares an Installment Note for the employee's signature.
- Payroll prepares a check to reimburse the employee.
- Payroll establishes payroll deductions for a maximum of 78 pay periods.
- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days of separation.
- Payroll issues a paid note after last payment is received.
- Failure to repay all of the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Management Responsibility

Authorization for the employee to purchase computer hardware/software under this program comes from the Business Services Manager. Authorization for a student loan under this program

comes from the employee's Coach and the Human Resources Administrator. Business Services Management has the responsibility to ensure that the aggregate student loans do not exceed \$15,000 and the total aggregate loans do not exceed \$50,000.

Related Forms

[Request for Computer Loan Financing](#)

[Computer Purchase and Student Loan Program Installment Note](#)

[Computer Loan Equipment Standards](#)

Supersedes Policy Dated 4/12/2000; revised 12/12/2007; revised 08/2009; **revised 9/11**

Author/Owner: Business Services Workgroup Manager, Executive Team

Reviewers: Executive Team

Approved by: Board of Directors

Review Frequency: 5 years

Next Review Date: ~~9/2016~~ **3/18**

Request for Computer Purchase Loan Financing

Name: _____ Date: _____

Work Group: _____ Date of hire: _____

Description of equipment:

Amount requested (Max. \$3,000): _____ Term (Max. 78 pay periods): _____

I hereby certify that the above request is in accordance with the Terms and Conditions of the Union Sanitary District Computer Purchase Program. I further certify that:

~~I will use the computer equipment and all of the software for my own personal use and not others like friends or family. The products purchased under this agreement will be stored and maintained at my primary residence for 24 months from purchase unless replaced by other computer equipment, and the replacement computer equipment and software will be maintained at my primary residence for the balance of the 24 month period.~~ **The computer equipment and software purchased by this loan is primarily for my use.**

Employee Signature

Certification

The computer equipment listed above meets the requirements for the Computer Purchase Program. Nothing precludes this employee from participating in the Computer Purchase Program (Plan of Improvement, probationary employee).

Approved*: _____
Systems Support Analyst Date

Approved*: _____
Business Services Workgroup Manager Date

*Valid for 30 days from date of approval

Union Sanitary District

**Computer Purchase and Student Loan Program
Installment Note**

#____ **EMPLOYEE/BOARD MEMBER NAME \$**AMOUNT** Union City, CA Month Day, Year**

In installments as herein stated, for value received, I promise to pay to **UNION SANITARY DISTRICT**, or order, at 5072 Benson Rd, Union City, California, the sum of **AMOUNTAND xx/100 DOLLARS**, payable in **XX** installments of **\$**XX.XX** DOLLARS**, or more, on every other Wednesday, commencing on the **XXTH** day of **MONTH, YEAR**, and continuing until the **XXTH** day of **MONTH, YEAR**, on which day any unpaid balance of said principal sum, if any, shall become due and payable.

Should default be made in payment of any installment when due, the whole sum of principal shall, at the option of the holder of this note, become immediately due. Principal is payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney fees and court costs.

The undersigned hereby authorized deduction of **\$**XX.XX**** from each payroll check commencing on the **XXTH** day of **MONTH, YEAR**, and authorizes payee to make such deductions to satisfy the periodic payments set forth herein.

I hereby agree that the funds advanced for the purchase of computer hardware are in accordance with the "Computer Purchase and Student Loan Program" of **UNION SANITARY DISTRICT**, receipt of a copy of such policy is hereby acknowledged, and for no other purpose.

The principal balance is due and payable within 30 days after termination of employment of the borrower with **UNION SANITARY DISTRICT**, either by personal check, cash or money order. Failure to repay all of the remaining balance will result in the District taking action, up to and including legal action, to collect all funds owed.

Name

Date

Work Group

Computer Loan Equipment Standards

Eligible Hardware:

- IBM compatible desktop or laptop computer
- Apple desktop or laptop computer purchased with **the current selling** Microsoft Windows Operating System or proof of a **transferable** license ownership of a **currently supported** Microsoft Windows Operating System
- Monitor up to 27" with the primary purpose of the device to serve as a computer monitor and not a TV (IT will make this judgment and factor in if the screen is integrated with the computer)
- Printer
- Scanner
- Wireless router
- Wireless print server
- Cordless optical mouse for laptop
- Standard speakers less than \$100
- Notebook case less than \$100

Eligible Software:

- Microsoft Windows Operating System
- Microsoft Office
- Firewall
- Anti-virus
- Anti-spyware
- Virtualization software or dual boot to run the Microsoft Windows Operating System as part of an Apple computer purchase

Eligible Warranty:

- Up to a 3 year warranty
- Coverage for accidental damage protection for mobile devices only (i.e. laptops)
- Shipping

Not Eligible:

- Services (i.e. ; installation of software, Operating System, etc)
- Ancillary equipment not essential to running the PC (i.e.; cameras, headsets, etc)

Union Sanitary District
Policy and Procedure Manual

Effective: 3/13	Computer Purchase and Student Loan Program	Policy Number 2920 Page 1 of 5
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Policy

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This policy is composed of two parts: (1) a Computer Purchase Loan Program (“Computer Loan”), which provides for interest-free loans for eligible computer related purchases, and (2) a Student Loan Program (“Student Loan”), which generally provides for interest-free student loans for educational expenses exceeding the maximum reimbursement available under the Employee Education Policy (Policy 5330).

It is intended that both loan programs meet the requirements for qualification under Section 127 of the Internal Revenue Code, and that benefits paid to employees under such program be excludable from gross income to the maximum extent allowed under that Section. In accordance with Section 127, the District will provide reasonable notice of the terms and availability of this program to eligible employees.

In addition, it is intended that the foregone interest on loans under both programs be excluded from gross income under the de minimis exception set out under Section 7872(3) (3) of the Internal Revenue Code for compensation-related loans not exceeding \$10,000.

Purpose

The Computer Purchase and Student Loan Program was established to assist employees in the development of enhanced computer skills applicable to the District’s computing environment, and to allow employees to improve their work- and career-related knowledge, skills, and abilities by providing an economic incentive to improve such skills and knowledge.

Computer Purchase Loan Program

Definitions

Conditions

- All participating employees and current members of the Board of Directors are required to sign an [Installment \(promissory\) note](#).
- Loans are for new material acquisition only. This may be for a complete system, or approved software. Only one system (desktop, laptop, etc.) may be purchased under one loan.
- Loans must be paid back through after-tax payroll deductions,
- Employees not apply for a new loan for 24 months from the start of their first loan unless the previous loan is paid in full. No more than two loans may be outstanding at any one time with a combined maximum of \$3,000.

- Eligibility* All full-time, non-probationary employees who are not on a Plan of Improvement, part-time employees who have completed probation and an additional year of employment with the District and are not on a Plan of Improvement, and current members of the Board of Directors are eligible to participate in this program. All employees must have a minimum of six months employment with the District.
- Ineligibility* Full-time employees who are on probation as a new hire or on a Plan of Improvement for any reason, or part-time employees who have not passed probation and have not been employed by the District for an additional year or are on a Plan of Improvement for any reason are not eligible to participate in this program.
- Loan Terms* The no-interest loan must be repaid within 78 pay periods.
- Minimum Loan Amount* \$500 is the minimum amount for a loan to be opened.
- Maximum Loan Amount* \$3,000 per employee regardless of number of loans with a \$50,000 maximum program liability.
- Priorities* Should the maximum program liability be approached, Business Services will institute the following priority schedule:
- first priority: employees/Board Members who have not participated in the program;
 - second priority: employees/Board Members who have paid off their entire loan balance;
 - third priority: employees/Board Members who have completed 24 months of payments and have a remaining balance.

Procedure

- Employee/Board Member completes the [Request for Computer Purchase Loan Financing](#) form and reviews it with IT.
- IT verifies equipment eligibility, including comparing it with the [Computer Loan Equipment Standards](#), and forwards the form to the Business Services Manager, who verifies employee eligibility in the program and approves/disapproves expenditure of funds.
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- Business Services (Payroll) prepares the check to reimburse the employee/Board Member and [Installment Note](#) to be signed by the employee/Board Member.
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- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days from the date of separation from the District or end of a Board Member's term.
- Business Services (Payroll) issues a paid note after the last payment is received.
- Failure to repay the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Student Loan Program

- Conditions*
- All employees are required to sign a [Computer Purchase and Student Loan Program Installment Note](#)
 - Loans must be paid back through after-tax payroll deductions
 - No interest will be assessed on the loan.

Eligibility All full-time and part-time employees who have completed a new hire probation and are not on a Plan of Improvement. Part-time employees must also complete an additional one (1) year of employment after completing probation.

Ineligibility Full-time employees who are on probation as a new hire or on a Plan of Improvement for any reason, or part-time employees who have not passed probation and have not been employed by the District for an additional year or are on a Plan of Improvement for any reason are not eligible to participate in this program.

Loan Term The no-interest loan must be repaid within 78 pay periods.

Maximum Loan Amount \$3,000 per employee with a \$15,000 maximum program liability.

Priority Should the aggregate loan cap be approached, Business Services will institute the following priority schedule:

- first priority: employees that have not participated in the program;
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Refinancing Employees are eligible for refinancing, up to a maximum total loan amount of \$3,000

Procedure

- Employee must have already completed the Tuition Reimbursement Request form under the Employee Education Policy (Policy Number 5330) and received Coach and HR approval.
- Employee must state, in the Student Loan section of the [Tuition Reimbursement Request](#) form that their educational reimbursement exceeds the maximum reimbursement of the maximum amount available per the Employee Education Policy and they are requesting a student loan for up to a maximum of \$3000.
- After Human Resources approves the [Tuition Reimbursement Request](#) form requesting a loan, HR forwards the request to Business Services (Payroll).
- Payroll prepares an Installment Note for the employee's signature.
- Payroll prepares a check to reimburse the employee.
- Payroll establishes payroll deductions for a maximum of 78 pay periods.
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- Payroll issues a paid note after last payment is received.
- Failure to repay all of the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Management Responsibility

Authorization for the employee to purchase computer hardware/software under this program comes from the Business Services Manager. Authorization for a student loan under this program comes from the employee's Coach and the Human Resources Administrator. Business Services Management has the responsibility to ensure that the aggregate student loans do not exceed \$15,000 and the total aggregate loans do not exceed \$50,000.

Related Forms

Request for Computer Loan Financing

Computer Purchase and Student Loan Program Installment Note

Computer Loan Equipment Standards

Computer Purchase and Student Loan Program

Policy Number 2920
Page 5 of 5

Supersedes Policy Dated 4/12/2000; revised 12/12/2007; revised 08/2009; revised 9/11
Author/Owner: Business Services Workgroup Manager, Executive Team
Reviewers: Executive Team
Approved by: Board of Directors
Review Frequency: 5 years
Next Review Date: 3/18

Request for Computer Purchase Loan Financing

Name: _____

Date: _____

Work Group: _____

Date of hire: _____

Description of equipment:

Amount requested (Max. \$3,000): _____

Term (Max. 78 pay periods): _____

I hereby certify that the above request is in accordance with the Terms and Conditions of the Union Sanitary District Computer Purchase Program. I further certify that:

The computer equipment and software purchased by this loan is primarily for my use.

Employee Signature

Certification

The computer equipment listed above meets the requirements for the Computer Purchase Program. Nothing precludes this employee from participating in the Computer Purchase Program (Plan of Improvement, probationary employee).

Approved*: _____
Systems Support Analyst Date

Approved*: _____
Business Services Workgroup Manager Date

*Valid for 30 days from date of approval

Union Sanitary District

**Computer Purchase and Student Loan Program
Installment Note**

#____ **EMPLOYEE/BOARD MEMBER NAME \$**AMOUNT** Union City, CA Month Day, Year**

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Should default be made in payment of any installment when due, the whole sum of principal shall, at the option of the holder of this note, become immediately due. Principal is payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney fees and court costs.

The undersigned hereby authorized deduction of **\$**XX.XX**** from each payroll check commencing on the **XXTH** day of **MONTH, YEAR**, and authorizes payee to make such deductions to satisfy the periodic payments set forth herein.

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Name

Date

Work Group

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Eligible Hardware:

- IBM compatible desktop or laptop computer
- Apple desktop or laptop computer purchased with the current selling Microsoft Windows Operating System or proof of a transferable license ownership of a currently supported Microsoft Windows Operating System
- Monitor up to 27" with the primary purpose of the device to serve as a computer monitor and not a TV (IT will make this judgment and factor in if the screen is integrated with the computer)
- Printer
- Scanner
- Wireless router
- Wireless print server
- Cordless optical mouse for laptop
- Standard speakers less than \$100
- Notebook case less than \$100

Eligible Software:

- Microsoft Windows Operating System
- Microsoft Office
- Firewall
- Anti-virus
- Anti-spyware
- Virtualization software or dual boot to run the Microsoft Windows Operating System as part of an Apple computer purchase

Eligible Warranty:

- Up to a 3 year warranty
- Coverage for accidental damage protection for mobile devices only (i.e. laptops)
- Shipping

Not Eligible:

- Services (i.e. installation of software, Operating System, etc.)
- Ancillary equipment not essential to running the PC (i.e.; cameras, headsets, etc.)



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: March 11, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No 14. - Meeting of March 11, 2013
**REVIEW AND APPROVE POLICY #3060 COMMUNICATION
WITH THE MEDIA AND PUBLICLY-ELECTED OFFICIALS BY
MEMBERS OF THE BOARD OF DIRECTORS**

Recommendation

Review the policy and proposed changes, provide additional recommendations for revisions and approve Board Policy #3060

Background

Board Policy 3060 addresses how individual Board members may communicate with the media depending on whether they are representing the Board of Directors or acting as an individual. The policy requires Board members to obtain approval from a majority of the Board when communicating a position as a representative of the Board.

Staff is proposing changes to the policy to reflect that much of today's correspondence is through electronic media.

Staff recommends the Board adopt the changes shown in red on the attached policy and establish the next review for 2018.

Union Sanitary District
Policy and Procedure Manual

Effective: 02/08-03/13	Letters to Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors	Policy Number 3060 Page 1 of 2
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Policy

Boardmembers are to seek prior approval from a majority of the Board of Directors when wishing to express a point of view that is representative of the Board.

When Boardmembers want to express their own personal opinions on matters pertaining to USD, they are to use caution that letters to, **or electronic correspondence** or other contact with, the media or publicly-elected officials are not construed to represent the “Board” or “Union Sanitary District” when written or communicated as an “individual.”

Purpose

Recognizing that Boardmembers are also members of the public and may want to express their own personal opinions on issues pertaining to USD, with the right to correspond with **newspaper editors or reporters media representatives** or publicly-elected officials, the intent of this policy is to clarify the procedure for “individual” contact so that it is not mistaken as representing the view of the entire Board.

Definitions

Individual refers to a Boardmember acting as a “individual,” not as an official “District Representative.”

District Representative refers to a Boardmember acting in his/her role as a “member of the Board of Directors of Union Sanitary District”; i.e., the majority of the Board has formally authorized the Boardmember to speak on behalf of the Board of Directors.

Media refers to newspapers, magazines, television stations, or electronic news outlets, including on-line newspapers, blogs or social media sites.

Procedure

1. Letters, ~~e-mails or other electronic correspondence~~, or other ~~formal~~ communications to the media or publicly-elected officials representing the Board of Directors, must be approved by a majority of the Board before being sent.
2. As a courtesy to other Boardmembers, a Boardmember writing in his/her capacity as an individual, should let other Boardmembers know of the pending communication with the media or publicly-elected officials. In this way, other Boardmembers are aware of the action.
3. ~~Letters to~~ Correspondence with the media or publicly-elected officials written by an “individual,” should not ~~to~~ be signed as “Boardmember.”

Management Responsibility

The General Manager will be responsible for keeping all Boardmembers informed of media contacts made by Boardmembers when they are acting as a “District Representative.”

Supersedes Policy Dated: 7/91, 12/00, ~~02/08~~

Approved by:	Reviewed and Approved by Board February 25, 2008 March 11, 2013
Reviewers:	Board of Directors, General Manager
Notify Person:	General Manager
Review Frequency:	Every 5 years
Next Review:	February 2013 March 2018



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: March 11, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No 15. - Meeting of March 11, 2013
**REVIEW AND APPROVE POLICY #3200 BOARDMEMBER
REQUESTS FOR INFORMATION**

Recommendation

Review the policy and proposed changes, provide additional recommendations for revisions and approve Board Policy #3200

Background

Board Policy #3200 addresses how individual Board members may request information to be provided by staff. The policy also describes the responsibility of the General Manager in responding to those requests.

Staff is proposing minor changes to the policy to eliminate redundancy and provide clarification.

Staff recommends the Board adopt the changes shown in red on the attached policy and establish the next review for 2018.

Union Sanitary District
Policy and Procedure Manual

Effective: 2/08 03/13	Boardmember Requests for Information	Policy Number 3200 Page 1 of 1
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Policy

Boardmember requests for information from the staff are to be directed to the General Manager. ~~If the General Manager determines that the information is not readily available and will take significant staff time to prepare the response, he/she will ask the Boardmember to obtain Board approval for expending staff time at a subsequent Board meeting.~~

(NOTE: Policy No. 3080 pertains to Boardmember requests for placement of an item on the Board agenda.)

Purpose

To ensure that staff time is devoted to District priorities as established by the majority of the Board, this written policy has been prepared governing Boardmembers' requests for information from staff on items not placed on the Board of Directors meeting agenda.

Procedure

A Boardmember wanting specific information from the District staff is to make the request to the General Manager. If the General Manager determines the information is readily available, it will be provided to the requesting Boardmember. If the General Manager determines the information will take significant staff time to prepare, he/she will ask the Boardmember to make the request to the Chairperson during "Other Business" at the next Board meeting. ~~A~~ **Approval by a** majority of the Board is required to expend staff resources in gathering the information.

Management Responsibility

The General Manager will be responsible for determining the amount of staff time required to obtain the information and (1) either refer it to staff, or (2) ask the requesting Boardmember to make the request at a subsequent Board meeting.

Supersedes Policy Dated: None,
Reviewed January 2008, **March 2013**

Approved by: Board of Directors **March 11, 2013**
Reviewers: Board of Directors, General Manager
Notify Person: General Manager
Review Frequency: Every 5 years
Next Review: ~~February 2013~~ **March 2018**



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: March 11, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No 16. - Meeting of March 11, 2013
**REVIEW AND APPROVE POLICY #4000 REPRESENTATION
BY BOARDMEMBERS ON SPECIFIC ISSUES**

Recommendation

Review the policy and proposed changes, provide additional recommendations for revisions and approve Board Policy #4000

Background

Board Policy 4000 addresses how individual Board members may be designated to represent the position of the District on a specific issue. It also provides for preparation of a written summary of the Board's position.

Staff is proposing minor changes to the policy to provide clarification.

Staff recommends the Board adopt the changes shown in red on the attached policy and establish the next review for 2018.

Union Sanitary District
Policy and Procedure Manual

Effective: 02/08 03/13	Representation by Boardmember on Specific Issues	Policy Number 4000 Page 1 of 1
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Policy

~~Following direction~~ Once a position is established by a majority of the Board of Directors ~~on its position~~ regarding a specific issue, a written summary will be provided to the designated Boardmember representative.

Purpose

On occasion, an individual Board member may be asked to represent the entire Board at a meeting or public event on an issue of interest to the District. To prevent any misunderstanding of the Board's position on a specific issue, a written summary of the Board's position will be provided to the Boardmember representing the District's ~~position~~.

Procedure

1. Issues requiring the Board to take a formal position (or vote) on a specific issue will be scheduled on the Board of Directors agenda for discussion and direction.
2. Following direction by a majority of the Board, the position will be prepared in writing and provided to the designated Boardmember representing the Board on the specific issue.

Management Responsibility

The General Manager will be responsible for scheduling discussion of the specific issue on the Board of Directors agenda and, following Board direction, providing a written statement of their direction to the Boardmember who will be representing Union Sanitary District.

Supersedes Policy Dated: 12/93
Reviewed 1/8/01, ~~2/25/08~~

Approved by: Board of Directors ~~2/25/08~~ 03/11/13
Reviewers: Board of Directors, General Manager
Notify Person: General Manager
Review Frequency: Every 5 years
Next Review: ~~February 2013~~ March 2018

DATE: March 5, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No. 17 - March 11, 2013
LEGISLATIVE COMMITTEE UPDATE

2012 Legislative Report from Attorney O'Hara

Attached is the annual report provided by Dave O'Hara summarizing legislation of interest to the Board that may not have been tracked by the CASA legislative committee.

Other Items

Kern County Measure E Update. The California Court of Appeals issued an opinion finding in favor of CASA and co-plaintiffs and upholding the preliminary injunction preventing Kern County from implementing Measure E, banning the import of biosolids. The court found that land application of biosolids is a major, widespread, and comprehensively regulated form of recycling, and that the trial court's decision to grant a preliminary injunction was appropriate. The court determined that the plaintiffs contentions that Measure E is preempted by the California Integrated Waste Management Act and that Kern County exceeded its authority under the regional welfare doctrine, were sound. Importantly, the court also found that there was no support in the record of Kern County's assertion that land application of biosolids is dangerous.

Legislative Deadline. February 22 was the deadline for the legislators in Sacramento to introduce bills for the 2013 session. More than 2200 bills, constitutional amendments and resolutions were introduced, including 800 on the final day. CASA has identified more than 80 bills potentially relevant to CASA members which will be evaluated at the Legislative Committee meeting in Sacramento on March 9.

CSDA Activities. CSDA has joined a coalition including cities and counties to form the Local Government Green Revenue Coalition. The purpose of the coalition is to encourage the State to invest revenues from the greenhouse gas Cap and Trade program and Proposition 39 in local government. CSDA is also working with the author of AB416 on providing state funding to local governments for grants to develop and implement greenhouse gas emission reduction projects.

January 22, 2013

2012 Legislative Summary (bills not tracked by CASA)

There were the usual nearly 3000 bills proposed in the past legislative session, of which 767 passed. Of those, Governor Brown vetoed 92, or 12%, a few less than the previous year. Vetoes were primarily limited to those measures deemed too expensive, gun control issues and immigration reform.

Eighteen bills related to CEQA – local environmental approvals – of which none were approved by the Legislature. We can expect major action in the CEQA area in 2013.

Despite dire forecasts by pension systems, taxpayer groups, the media and stunning examples of pension spiking and inflated compensation packages, most observers were concerned that the Legislature would not be able to muster the courage for meaningful reform. However, the Governor pushed for reforms to public employee pensions along with his Proposition 30 tax increase. Pension reform did come in the form of AB 340 (Furutani), which has the potential of saving the state and local agencies billions over the long term. Still left to deal with are the massive state and local liabilities for unfunded post-employment benefits. Fortunately, Union Sanitary District faces no such woes.

There are two major bills for which this past Legislature will be remembered: pension reform and Workers' Compensation changes.

Pension Reform

A bill which was pending since last year and sat without any action since October 2011, was passed by both houses just before the end of the session (October 28). Getting the bill out of committee was a result of the Governor meeting in furious sessions with Assembly members Warren Furutani, Michael Allen, and Jim Silva as well as Senators Gloria Negrete McLeod, Joe Simitian and Mimi Walters, in what has been described as clandestine circumstances. The state Legislature is not subject to the Brown Act. The result was AB 340(Furutani), Chapter 296 of the

Statutes of 2012. Only one of those legislators involved, Mimi Walters, is a Republican and the only one of the six still in the Legislature.

This measure enacted makes substantial and wide ranging changes in public employee pension laws which are intended to stem what were seen as pension manipulation. AB 340 increases retirement ages for all new employees, caps annual pension payouts, bans practices used in the past to inflate pensions (spiking) and requires public sector employees to contribute more to their retirement costs. The word of this pension reform statute moved fast and some public employees retired before the end of 2012 to avoid the effects of AB 340.

The coverage of the new statute is so broad and complex that a summary of AB 340 prepared by *The League of California Cities* is included here as an attachment.

Interestingly, at the very end of the session, the end of December, the chairwoman of the Conference Committee on Pensions, Gloria Negrete McLeod was the author of a “clean-up” bill for AB 340. She is now in the US Congress. So, someone else will have to push that bill this year to see that her wishes are fulfilled. Two of the six late night negotiators were redistricted out, one lost the election in November, one was termed out, and one is back on the Board of Supervisors of Santa Clara County. This leaves Mimi Rodgers, from the now ‘super minority’ party, to carry the torch and see that the loose ends of AB 340 are secured.

Between Christmas and New Year’ Day, the CalPERS board issued an interim determination on AB 340. Newspapers have claimed the new CalPERS retirement rules for new employees (hired after January 1) will be the same as before AB340. The CalPERS Executive Officer denies this allegation and says the spiking issue had been resolved years ago for public agencies and school districts. Stay tuned!

Workers’ Compensation

SB 863 (deLeon) chapter 363 makes substantial and wide ranging changes to workers’ compensation in California. This measure is intended to provide an increase in Permanent Disability payments, while achieving overall savings by tightening the management of claims, streamlining the claim resolution process and reduce the number of add-ons, such as sexual dysfunction and sleep disorder claims.

Through decades of legislation and the Workers’ Compensation Appeals Board (the court for worker injury claims) practices, the attorney for the injured worker has been effectively removed from the process. This bill takes aim at the Chiropractor, making it difficult for the D.C to become the *Qualified Medical Examiner* in a Workers’ Compensation case, particularly one that

has more than 10 chiropractic offices. There are now also limits to the number of visits to the chiropractor, 24.

Vexatious Litigants

A loophole in protections for harassing tactics and frivolous claims has been closed. Judges now have stronger tools to control these types of lawsuits.

AB 2274(Lara) chapter 417

Pipeline CEQA exemption

Pipelines less than one mile in length are now under a CEQA exemption.

AB2564(Ma) chapter 487

Underground Storage Tanks

There are new requirements for the SWRCB in reporting and enforcing closure of underground storage tanks. Cities and counties must be certified to oversee UST clean-up.

AB1701 Weickowski) and AB1715(Smyth), chapters 536 and 237

Tidbits

Texting while driving

Now you can text while driving by using hands-free technology. Still the distraction is there.

AB 1536(Miller) chapter 92

Red light cameras

New, tougher red light camera rules are in place. Cities cannot use these cameras to raise revenues. The red light camera people traditionally market their product as a great revenue source for cities.

SB1303(Simitian) chapter 735

Broken Meter – Park Free

How could it be any different?

SB1388(DeSaulnier) Chapter 70

Obstruction of License Plates

There is a type of clear plastic that appears black when a camera light strikes it. This is now illegal. However, for many years it has been illegal to put any kind of glass or plastic over the license plate.

AB2489(Hall) chapter 702

Mortgage Foreclosures

Now there are beefed up requirements for lenders before starting a foreclosure. A specific notice must be sent to the borrower before a notice of default can be recorded. Also, double tracking is prohibited; that is, the lender can't negotiate a loan modification or short sale and proceed with a foreclosure at the same time.

SB900(Leno) chapter 87

NATIONWIDE – The Commercial Advertisement Loudness Mitigation Act (CALM) prohibits TV ads louder than the rest of the program.

ALAMEDA COUNTY – no more plastic grocery bags; paper or other bags cost 10 cents.



David M. O'Hara

**UNION SANITARY DISTRICT
CHECK REGISTER
02/16/2013-03/01/2013**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149673	2/21/2013	800311.19	GSE CONSTRUCTION CO INC	BOYCE ROAD LIFT STATION	\$171,249.00	\$171,249.00
149705	2/21/2013	20121228.2	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065221110 - SUBSTATION 1	\$157,327.22	\$157,327.22
149723	2/28/2013	800374.11	ANDERSON PACIFIC ENG CONST INC	THICKENER 3 & 4 REHABILITATION	\$85,390.28	\$85,390.28
149739	2/28/2013	20120225	COVELLO GROUP INC	COGENERATION PROJECT	\$9,774.75	\$63,821.43
	2/28/2013	201002826		SUBSTATION NO. 1 REPLACEMENT	\$2,529.50	
	2/28/2013	201002229		PRIMARY CLARIFIERS 1 - 4 REHABILITATION	\$19,220.50	
	2/28/2013	201103313		THICKENER 3 & 4 REHABILITATION	\$12,666.18	
	2/28/2013	201200411		SFPUC AT MISSION BLVD & I-680	\$2,086.50	
	2/28/2013	20120196		INKA DEMOLITION	\$1,027.50	
	2/28/2013	20120253		RAS PUMP STATION & HEADWORKS EMERGENCY	\$9,235.00	
	2/28/2013	20120243		MISC SPOT REPAIRS PHASE 4	\$7,281.50	
149693	2/21/2013	780124	POLYDYNE INC	45,840 LBS CLARIFLOC C-6267	\$57,724.02	\$57,724.02
149645	2/21/2013	125028	ASHBROOK SIMON HARTLEY OPS. LP	1 GBT OVERHAUL PARTS KIT	\$40,839.00	\$40,839.00
149732	2/28/2013	11186031	BROWN & CALDWELL CONSULTANTS	THICKENER 3 AND 4 REHABILITATION	\$1,834.06	\$38,301.60
	2/28/2013	11186105		BOYCE ROAD LIFT STATION	\$32,772.19	
	2/28/2013	11186032		RAS PUMP STATION IMPROVEMENTS	\$3,695.35	
149689	2/21/2013	170120130207	PACIFIC GAS AND ELECTRIC	SERV TO 01/21/13 PLANT	\$31,089.84	\$31,089.84

**UNION SANITARY DISTRICT
CHECK REGISTER
02/16/2013-03/01/2013**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149734	2/28/2013	160073	CDW GOVERNMENT LLC	IT MONITORING SOFTWARE UPDATES + SUPPORT	\$1,249.00	\$20,391.36
	2/28/2013	230437		MICROSOFT ANNUAL SOFTWARE ASSURANCE	\$19,142.36	
149669	2/21/2013	107571	FLETCHER'S PLUMBING&CONTR INC	NEWARK BACKYARD SS RELOCATION PILOT STUD	\$15,532.25	\$15,532.25
149633	2/21/2013	58919	3T EQUIPMENT COMPANY INC	1 FLOW THRU PACKER	\$4,204.80	\$11,195.28
	2/21/2013	58897		12 PIPEPATCH KIT - WINTER	\$6,990.48	
149717	2/21/2013	2022964	WEST YOST & ASSOCIATES	I-680 AT SABERCAT RD SEWER REPLACEMENT	\$10,834.33	\$10,834.33
149678	2/21/2013	9017317832	KEMIRA WATER SOLUTIONS, INC.	7.71 DRY TONS FERROUS CHLORIDE	\$5,823.90	\$10,643.16
	2/21/2013	9017316894		6.38 DRY TONS FERROUS CHLORIDE	\$4,819.26	
149700	2/21/2013	901076904	SIEMENS INDUSTRY INC	2,364 GALS HYDROGEN PEROXIDE	\$10,354.32	\$10,354.32
149667	2/21/2013	12904	F. D. THOMAS, INC	DIGESTER NO. 4 REHAB PROJECT	\$10,000.00	\$10,000.00
149694	2/21/2013	130130	PROSAFE	40 HRS INSPECT, 15 HRS CERS & 40 HRS SPCC	\$9,500.00	\$9,500.00
149649	2/21/2013	11357	BEECHER ENGINEERING	THICKENER CONTROL BLDG INTERIM IMPROVEMENTS	\$640.00	\$8,180.00
	2/21/2013	11353		ARC FLASH STUDY	\$5,120.00	
	2/21/2013	11351		COGENERATION PROJECT	\$2,100.00	
	2/21/2013	11355		MCC REPLACEMENT - PHASE 2	\$320.00	
149745	2/28/2013	15743	DOUGLAS PRODUCTS AND PACKAGING	24 5-GAL SANAFOAM VAPOROOTER II	\$7,920.62	\$7,920.62
149776	2/28/2013	1218	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	\$7,710.55	\$7,710.55

**UNION SANITARY DISTRICT
CHECK REGISTER
02/16/2013-03/01/2013**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149709	2/21/2013	533688	UNIVAR USA INC	4,999 GALS SODIUM HYPOCHLORITE	\$2,466.55	\$7,349.30
	2/21/2013	533262		4,988 GALS SODIUM HYPOCHLORITE	\$2,461.11	
	2/21/2013	533261		4,908 GALS SODIUM HYPOCHLORITE	\$2,421.64	
149789	2/28/2013	534839	UNIVAR USA INC	4,889 GALS SODIUM HYPOCHLORITE	\$2,412.26	\$7,283.66
	2/28/2013	534181		5,001 GALS SODIUM HYPOCHLORITE	\$2,467.52	
	2/28/2013	534804		4,872 GALS SODIUM HYPOCHLORITE	\$2,403.88	
149778	2/28/2013	15611	RMC WATER & ENVIRONMENT	LOCAL LIMITS & WASTEWATER TREATABILITY	\$6,334.31	\$6,334.31
149668	2/21/2013	51865593	FLEETPRIDE	6-55 GAL GENERATOR COOLANT	\$6,121.79	\$6,121.79
149762	2/28/2013	9017318642	KEMIRA WATER SOLUTIONS, INC.	7.69 DRY TONS FERROUS CHLORIDE	\$5,808.79	\$5,808.79
149634	2/21/2013	5873804	ABC IMAGING, INC.	COGENERATION PROJECT	\$1,560.52	\$5,335.23
	2/21/2013	5873805		COGENERATION PROJECT	\$3,774.71	
149775	2/28/2013	781336	POLYDYNE INC	43,820 LBS CLARIFLOC WE-539	\$4,990.22	\$4,990.22
149763	2/28/2013	13217	KL BRAJENOVICH CONSULTING	CUST SERVICE FEE ANALYST PHY STDS	\$1,149.20	\$4,585.55
	2/28/2013	13219		ENVIRONMENTAL OUTREACH REP PHY STDS	\$1,377.95	
	2/28/2013	13216		SR ACCT & PRIN FIN ANALYST PHY STDS	\$2,058.40	
149713	2/21/2013	6033	WASHINGTON HOSPITAL HEALTHCARE	REFUND # 16272	\$3,900.00	\$3,900.00
149747	2/28/2013	36141	ENERGY MANAGEMENT CORP	ON SITE TRAINING ON HOW TO DIASSEMBLE	\$3,775.00	\$3,775.00
149655	2/21/2013	897348	CDW GOVERNMENT LLC	HD BACKUP TARGET R&R	\$3,737.00	\$3,737.00

**UNION SANITARY DISTRICT
CHECK REGISTER
02/16/2013-03/01/2013**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149701	2/21/2013	5401051	SIGNET TESTING LABS INC	ON CALL COMPACTION TESTING	\$767.00	\$3,647.00
	2/21/2013	5401049		MISC SPOT REPAIRS PHASE 4	\$2,880.00	
149770	2/28/2013	20130225.1	SHAWN NESGIS	EXP REIMB: CGA CONF REGIS, HOTEL & AIRFARE - 3/13	\$1,702.80	\$3,572.60
	2/28/2013	20130225.2		EXP REIMB: CWEA CONF REGIS & AIRFARE - APR 2013	\$699.80	
	2/28/2013	20130226.1		EXP REIMB: WEF COLCONF REGIS - JUNE 2013	\$620.00	
	2/28/2013	20130225.3		EXP REIMB: COMPETENT PERSON/CONF SPACE TRNG	\$550.00	
149679	2/21/2013	6313	LENNAR COMMUNITIES	REFUND # 16284	\$1,050.00	\$3,550.00
	2/21/2013	6675		REFUND # 16283	\$2,500.00	
149792	2/28/2013	21105	VALLEY OIL COMPANY	2 DRS XLD 15/40 OIL & 2 DRS MOBIL PEGASUS 805 OIL	\$3,282.77	\$3,282.77
149791	2/28/2013	13863	V&A CONSULTING ENGINEERS INC	CATHODIC PROTECTION IMPROVEMENTS	\$3,246.50	\$3,246.50
149654	2/21/2013	925754	CDW DIRECT, LLC	2 Q3 PRINTERS	\$3,206.61	\$3,206.61
149687	2/21/2013	78553	NEOGOV	ANEOGOV ANNUAL SUPPORT 12/13/12-12/12/13	\$3,000.00	\$3,000.00
149797	2/28/2013	2022965	WEST YOST & ASSOCIATES	VEASY ST SANITARY SEWER	\$2,885.89	\$2,885.89
149652	2/21/2013	11185146	BROWN & CALDWELL CONSULTANTS	WASTEWATER EQUALIZATION STORAGE FACILITIES STUDY	\$2,737.53	\$2,737.53
149773	2/28/2013	205135	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES FEB 2013	\$1,468.00	\$2,523.00
	2/28/2013	205136		WEED ABATEMENT WORK FEB 2013	\$1,055.00	
149690	2/21/2013	20130219	PACIFIC GAS AND ELECTRIC	COGENERATION PROJECT	\$2,500.00	\$2,500.00
149753	2/28/2013	220191	CITY OF FREMONT	MISC SPOT REPAIRS PHASE 4	\$2,230.75	\$2,365.18
	2/28/2013	220187		SFPUC AT MISSION BLVD & I-680	\$134.43	

**UNION SANITARY DISTRICT
CHECK REGISTER
02/16/2013-03/01/2013**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149699	2/21/2013	5566435985	SIEMENS INDUSTRY INC	2 SENSOR LIQ LVL SONIC PROBES	\$2,259.80	\$2,259.80
149771	2/28/2013	2105167200	NEW PIG CORPORATION	2 EA PIG HIGH-VOLUME SPILL BLOCKER DIKE	\$1,065.37	\$2,231.76
	2/28/2013	457759900		40 BAGS OF RAGS	\$1,166.39	
149676	2/21/2013	44950005	JACOBS ASSOCIATES	Cogeneration Project	\$2,169.95	\$2,169.95
149772	2/28/2013	3370	NORCAL PIPELINE SERVICES	CCTV INSPECTION OF 30-INCH SEWER	\$2,062.50	\$2,062.50
149783	2/28/2013	394.4	SCHEIDEGGER & ASSOCIATES	THICKENER CONTROL BUILDING IMPROVEMENTS	\$2,020.00	\$2,020.00
149759	2/28/2013	2013012	HUNTINGTON BUSINESS SYSTEMS	HBS ANNUAL LICENSE AND MAINTENANCE	\$2,000.00	\$2,000.00
149712	2/21/2013	932	VON EUW TRUCKING	70.03 TONS 3/4" CLASS 2 AB VIRGIN	\$1,802.05	\$1,802.05
149670	2/21/2013	227586	FRANK A OLSEN COMPANY	1 IB7 3:1 BEVEL GEAR FOR USE WITH IQT20	\$1,566.71	\$1,566.71
149703	2/21/2013	6776	STREAMLINE PLUMBING & DRAIN	REFUND # 16278 & 16279	\$1,000.00	\$1,500.00
	2/21/2013	6795		REFUND # 16281	\$500.00	
149750	2/28/2013	6752	EVENFLOW PLUMBING CO. INC.	REFUND # 16288	\$500.00	\$1,500.00
	2/28/2013	6813		REFUND # 16291	\$500.00	
	2/28/2013	6700		REFUND # 16287	\$500.00	
149715	2/21/2013	20130213.2	WEF-WATER ENVIRONMENT FEDERATI	WEF RESIDUALS & BIOSOLIDS 2013	\$775.00	\$1,390.00
	2/21/2013	20130213.1		WEF RESIDUALS & BIOSOLIDS 2013	\$615.00	
149646	2/21/2013	600816	BAY AREA NEWS GROUP EAST BAY	AD: THICKENER CONTROL BLDG INTERIM INPROV/COGENER.	\$1,311.68	\$1,311.68
149788	2/28/2013	108662385001	UNITED RENTALS NORTHWEST INC	FORKLIFT VAR REACH 6000# 1 WEEK RENTAL	\$1,180.05	\$1,180.05
149644	2/21/2013	86404539	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD BELTS & BEARINGS	\$1,124.00	\$1,124.00

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149683	2/21/2013	44813280	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$212.41	\$1,103.39
	2/21/2013	46217284		ASTD PARTS & MATERIALS	\$790.91	
	2/21/2013	46150492		6 EA BIT ADAPTERS	\$23.77	
	2/21/2013	46106787		ASTD PARTS & MATERIALS	\$76.30	
149638	2/21/2013	130101037	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 83 MAINT CREW ROOM	\$575.35	\$1,055.35
	2/21/2013	130101036		SERVICE CALL: BLDG 83 MAINT CREW ROOM	\$480.00	
149727	2/28/2013	285	AUTOMATED NETWORK CONTROLS	SCADA / PLC PROGRAMMING SERVICES	\$1,040.15	\$1,040.15
149726	2/28/2013	284	AUTOMATED NETWORK CONTROLS	THICKENER 3 & 4 REHABILITATION	\$1,036.84	\$1,036.84
149682	2/21/2013	20130214	MCGUIRE & HESTER	EMERGENCY STANDBY RETAINER, 2013	\$1,000.00	\$1,000.00
149761	2/28/2013	3892	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES JAN 2013	\$699.94	\$974.73
	2/28/2013	7033		OFF-SITE STORAGE AND SERVICES JAN 2013	\$274.79	
149795	2/28/2013	1019	VON EUW TRUCKING	9.5 HRS CONCRETE DUMP FEE	\$961.00	\$961.00
149659	2/21/2013	20130128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$957.42	\$957.42
149650	2/21/2013	9705920	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$177.16	\$942.68
	2/21/2013	9708800		1 TONER CARTRIDGE	\$183.72	
	2/21/2013	9703940		ASTD OFFICE SUPPLIES	\$451.57	
	2/21/2013	9699530		2 DZ PENS	\$33.53	
	2/21/2013	9703680		ASTD OFFICE SUPPLIES	\$48.22	
	2/21/2013	9704590		ASTD OFFICE SUPPLIES	\$48.48	

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149787	2/28/2013	5798	THORNTON ENVIRONMENTAL CONST.	REPAIR TLS350 SYSTEM PASEO PADRE LS & FPS	\$897.68	\$897.68
149648	2/21/2013	2561	BAY POWER LLC	4 AIR FILTERS	\$875.23	\$875.23
149686	2/21/2013	5332934	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 01/20/13	\$864.00	\$864.00
149769	2/28/2013	5333556	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 01/27/13	\$864.00	\$864.00
149711	2/21/2013	21000	VALLEY OIL COMPANY	1 DR SHELL SPIRAX ATF	\$833.64	\$833.64
149719	2/28/2013	9907617161	AIRGAS NCN	CYLINDER RENTAL	\$584.31	\$801.85
	2/28/2013	9012603495		2 CYL OXYGEN / 5 TIP CLEANERS	\$217.54	
149766	2/28/2013	3704789	MALLORY SAFETY AND SUPPLY LLC	ASTD GLOVES	\$418.29	\$757.74
	2/28/2013	3705982		20 EA HI-VIS SAFETY VESTS	\$339.45	
149681	2/21/2013	33787.326T4X39	MARRIOTT HOTEL SERVICES, INC.	PREPAY LODGING - EDEN CONF - J. ROJO	\$751.94	\$751.94
149731	2/28/2013	276668	BRENNTAG PACIFIC, INC.	3846 GAL SODIUM HYDROXIDE	\$731.54	\$731.54
149793	2/28/2013	91035	VERAMARK TECHNOLOGIES, INC.	VERASMART 1 YEAR SUPPORT	\$704.00	\$704.00
149642	2/21/2013	3011935	ALPHA ANALYTICAL LABORATORIES	103 LAB SAMPLE ANALYSIS	\$702.00	\$702.00
149779	2/28/2013	995396	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$685.90	\$685.90
149764	2/28/2013	4401	LIGHTHOUSE SERVICES, INC.	FRAUD MONITORING SERV AGMT - 2/1/13 - 2/1/14	\$670.00	\$670.00
149735	2/28/2013	44059870	CINTAS FIRE PROTECTION	REPLACE PULLSTATION BLDG 83	\$658.60	\$658.60
149660	2/21/2013	771298	CUMMINS WEST INC	SERVICE CALL: UNIT 292	\$650.00	\$650.00
149754	2/28/2013	77805006900	GLIDDEN PROFESSIONAL	ASTD PAINT SUPPLIES	\$279.01	\$648.82
	2/28/2013	77805006618		ASTD PAINT SUPPLIES	\$369.81	

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149796	2/28/2013	8052888260	VWR INTERNATIONAL LLC	1 SODIUM THIOSULFATE & 1 MANGANOUS SULFATE	\$26.71	\$636.28
	2/28/2013	8052933884		3 TRAYS INSTRUMENT 1-5/8 QT	\$119.64	
	2/28/2013	8052924649		1 PK MICROFIBRE GLS GF 12.5CM	\$274.08	
	2/28/2013	8052888259		4 BDH BUFFER PH 4 RED 4L CUBE	\$215.85	
149752	2/28/2013	9248	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: JAN 2013	\$630.00	\$630.00
149657	2/21/2013	28807	CLAREMONT BEHAVIORAL SERVICES	MARCH 2013 EAP PREMIUM	\$625.60	\$625.60
149653	2/21/2013	220124	CALIFORNIA DYNAMICS CO	12 QSL3 318V SPRING ISOLATOR RESTRAINTS	\$615.22	\$615.22
149767	2/28/2013	46484729	MCMaster SUPPLY INC	1 SET MINI STEEL HANDLE HEX DRIVERS	\$35.68	\$604.35
	2/28/2013	46390653		1 SET MINI STEEL HANDLE HEX DRIVERS	\$35.68	
	2/28/2013	46628041		ASTD PARTS & MATERIALS	\$64.82	
	2/28/2013	46769325		ASTD PARTS & MATERIALS	\$468.17	
149725	2/28/2013	4068790	AT&T	SERV: 01/01/13-01/31/13	\$566.31	\$566.31
149688	2/21/2013	813849	PACHECO BROTHERS GARDENING INC	REMOVAL LARGE LIMB DOWN ON FENCE	\$535.00	\$535.00
149714	2/21/2013	20130214	WASTEWATER TECHNOLOGY TRAINERS	UNDERSTANDING CHEMISTRY - LULLO	\$535.00	\$535.00
149692	2/21/2013	6792	ARMANDO CALMO PEREZ	REFUND # 16280	\$500.00	\$500.00
149746	2/28/2013	6809	DRAIN DOCTOR	REFUND # 16290	\$500.00	\$500.00
149765	2/28/2013	7344	LOOKINGPOINT INC	MONTHLY PREMIER SUPPORT - FEB 2013	\$500.00	\$500.00
149774	2/28/2013	6781	PENTIGER CONSTRUCTION	REFUND # 16289	\$500.00	\$500.00
149786	2/28/2013	6794	BRIAN SIMON	REFUND # 16302	\$500.00	\$500.00

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149748	2/28/2013	131524708	ENTERPRISE GOV 43-1514861	RENTAL: D. WIES, SAN DIEGO	\$131.44	\$499.32
	2/28/2013	131342568		RENTAL: D. OHARA, ONTARIO	\$144.52	
	2/28/2013	131310734		RENTAL: T. TEALE, AUSTIN TX	\$223.36	
149737	2/28/2013	8786	CLIPPER CONTROLS	INSPECT FLUM FLOWMETER	\$493.50	\$493.50
149760	2/28/2013	265788166	IDEXX DISTRIBUTION INC	20 PACK-FECAL COLIFORM & ENTEROLERT MEDIA	\$143.74	\$483.72
	2/28/2013	265909725		2 EA COLILERT-18 PACKS	\$218.14	
	2/28/2013	265788165		1 EA FECAL COLIFORM & ENTEROLERT MEDIA	\$121.84	
149672	2/21/2013	9049578082	GRAINGER INC	1 EA ADJUSTABLE PIN SPANNER WRENCH	\$55.19	\$478.97
	2/21/2013	9054998845		2 EA VHB TAPE, MULTIPURPOSE	\$423.78	
149707	2/21/2013	375506922	THE WESTIN WESTMINSTER HOTEL	PREPAY LODGING REMTEC SUMMIT YEATES	\$469.13	\$469.13
149635	2/21/2013	197500	AERC RECYCLING SOLUTIONS INC	LAMPS RECYCLE SRV	\$468.98	\$468.98
149738	2/28/2013	86948	COPYMAT OF NEWARK/FREMONT	600 SETS COLOR COPIES	\$453.44	\$453.44
149662	2/21/2013	20130212	CWEA-NRTC	CONFERENCE REG: P. BORBECK	\$450.00	\$450.00
149768	2/28/2013	79158	MUNICIPAL MAINT EQUIPMENT INC	10 YDS BULK CHAIN	\$440.61	\$440.61
149736	2/28/2013	39106	CITYLEAF INC	PLANT MAINTENANCE - FEB 2013	\$437.13	\$437.13
149684	2/21/2013	237052	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - FEB 2013	\$431.43	\$431.43
149661	2/21/2013	237173	CURTIS & TOMPKINS LTD	19 LAB SAMPLE ANALYSIS	\$310.00	\$430.00
	2/21/2013	237233		2 LAB SAMPLE ANALYSIS	\$120.00	
149722	2/28/2013	20130226	ALAMEDA COUNTY WATER DISTRICT	APPLICATION FOR DRILLING PERMIT	\$430.00	\$430.00

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149757	2/28/2013	3F9976	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PIPE & FITTINGS	\$413.25	\$413.25
149721	2/28/2013	130201093	AIRTECH MECHANICAL INC	SERVICE CALL:ADMIN BLDG AC #3 CARRIER	\$407.50	\$407.50
149698	2/21/2013	20130219	JAMIE ROJO	EXP REIMB: TYLER/EDEN CONFERENCE AIRFARE	\$397.60	\$397.60
149639	2/21/2013	5487	ALAMEDA COUNTY WATER DISTRICT	COST-SHARING HET/HEU REBATE PROGRAM	\$375.00	\$375.00
149675	2/21/2013	3F9746	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$371.38	\$371.38
149729	2/28/2013	15588200	BECK'S SHOES	SAFETY SHOES: A. BERLING/J. DONELAN-HALL	\$370.00	\$370.00
149780	2/28/2013	13229	ROCKWELL ENGINEERING & EQUIP	ASTD PARTS & MATERIALS	\$360.72	\$360.72
149777	2/28/2013	8200000006314	RED WING SHOE STORE	SAFETY SHOES - DRAKE & TARNOWSKI	\$351.76	\$351.76
149680	2/21/2013	3703095	MALLORY SAFETY AND SUPPLY LLC	ASTD GLOVES	\$322.70	\$322.70
149781	2/28/2013	2212172002	S & S SUPPLIES & SOLUTIONS	30 BXS TOWELETTES ANTISEPTIC	\$23.00	\$301.26
	2/28/2013	2212172001		5 BXS EAR PLUGS & 96 PRS SAFETY GLASSES	\$278.26	
149674	2/21/2013	72302	H2O PRECISION INC	10 EA DRILL 1" HOLES IN MANHOLE LIDS	\$300.00	\$300.00
149697	2/21/2013	207041	RKI INSTRUMENTS INC	1 CYLINDER, AMMONIA, 10PPM IN N2, 58L	\$287.44	\$287.44
149798	2/28/2013	66353948	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$41.00	\$282.13
	2/28/2013	66353946		MTHLY MAINTENANCE BASED ON USE	\$241.13	
149758	2/28/2013	800063764	HILLYARD/SAN FRANCISCO	CREDIT FOR AEROSOL OIL STEEL CLEANER RETURNED	\$-60.66	\$281.05
	2/28/2013	600566306		2 CS TISSUES; 6 CS PAPER TOWELS	\$341.71	
149751	2/28/2013	117098	FASTENAL	ASTD PARTS & MATERIALS	\$267.37	\$279.78
	2/28/2013	117150		1 DRIMPSKT	\$12.41	

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149637	2/21/2013	9012330612	AIRGAS NCN	43 CUT OFF WHEELS	\$153.40	\$278.75
	2/21/2013	9012199842		8 LB STCKELECT	\$125.35	
149636	2/21/2013	1734463	AERUS ELECTROLUX	SERVICE SHAMPOO CARPET MACHINE	\$119.63	\$260.01
	2/21/2013	1734418		SERVICE SHAMPOO CARPET MACHINE	\$140.38	
149677	2/21/2013	20130219	PAULETTE JACOBS-ROBERSON	EXP REIMB: FOOD FOR STATE OF CA ON-SITE MEETING	\$245.27	\$245.27
149640	2/21/2013	4088644120130206	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 02/06/13 - BOYCE ROAD	\$227.53	\$227.53
149784	2/28/2013	20130227	JAMES SCHOFIELD	EXP REIMB: CWEA CONFERENCE AIRFARE	\$217.80	\$217.80
149702	2/21/2013	4240	SKIL-PAINTING INC	SANDBLAST 4 PIPES, 1 BRACKET & 2 STANDS	\$200.00	\$200.00
149724	2/28/2013	86404720	APPLIED INDUSTRIAL TECHNOLOGIE	16 V BELTS	\$189.02	\$189.02
149641	2/21/2013	264789	ALL WAYS TOWING & TRANSPORT	TOW SERVICE - UNIT # 55	\$187.50	\$187.50
149720	2/28/2013	113099	AIRSYS, INC.	PTS SOFTWARE SUPPORT	\$187.50	\$187.50
149716	2/21/2013	20130213	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP A LOPEZ	\$187.00	\$187.00
149696	2/21/2013	1690000007082	RED WING SHOE STORE	SAFETY SHOES - BARTON	\$185.00	\$185.00
149651	2/21/2013	20130212	PERRY BORBECK	EXP REIMB: CWEA AIRFARE	\$177.80	\$177.80
149691	2/21/2013	20130219	MARY PEDRO	EXP REIMB: BACWA ASSET MGMT GROUP LUNCH	\$171.61	\$171.61
149704	2/21/2013	20130212	SWRCB - CERTIFICATIONS	GRADE III OP CERT - COSTELLO	\$170.00	\$170.00
149741	2/28/2013	20130225	CWEA-NRTC	TECH CERTIFICATION FEE: C. NICOLETTI	\$170.00	\$170.00
149740	2/28/2013	237322	CURTIS & TOMPKINS LTD	10 LAB SAMPLE ANALYSIS	\$165.00	\$165.00

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149695	2/21/2013	471205.2	PUBLIC SURPLUS AUCTION	SURPLUS SALE FEE: CHAIRS & CISCO SWITCHES	\$83.37	\$159.32
	2/21/2013	471205.1		SURPLUS SALE FEE: FILE CABINETS & VEHICLE LIFT	\$75.95	
149706	2/21/2013	437340640	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - FEBRUARY	\$159.00	\$159.00
149671	2/21/2013	1183303007	GLACIER ICE COMPANY INC	126 EA 7LB CUBE ICE	\$156.24	\$156.24
149728	2/28/2013	290627	BAY AREA BARRICADE SERVICE INC	6 SHOVELS	\$146.18	\$146.18
149658	2/21/2013	127566	CLARK'S HOME AND GARDEN INC	1YD CONCRETE 6SK	\$146.06	\$146.06
149742	2/28/2013	20130225.1	CWEA-NRTC	TECH CERTIFICATION FEE: D. STRASBURG	\$140.00	\$140.00
149743	2/28/2013	20130221	CWEA-NRTC	MEMBERSHIP RENEWAL - A. HERNANDEZ	\$140.00	\$140.00
149647	2/21/2013	148302	BAY CENTRAL PRINTING	1000 BUSNIESS CARDS: G. GINOCHIO	\$131.40	\$131.40
149785	2/28/2013	771995541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.71	\$115.71
149643	2/21/2013	1688014	ANALYSTS INC	5 LAB SAMPLE ANALYSIS	\$110.00	\$110.00
149708	2/21/2013	5801	THORNTON ENVIRONMENTAL CONST.	CALL OUT FOR ALARM ON SUMP SENSOR	\$105.00	\$105.00
149730	2/28/2013	9716250C	BLAISDELL'S	1 BINDER - CREDIT	\$-4.52	\$98.35
	2/28/2013	9716250		ASTD OFFICE SUPPLIES	\$57.32	
	2/28/2013	9712280		ASTD OFFICE SUPPLIES	\$28.97	
	2/28/2013	9718630		2 BINDERS	\$6.55	
	2/28/2013	9717080		4 PKS INDEX TABS	\$10.03	
149756	2/28/2013	59727	GREEN LEAF CLEANERS	12 EA ASTD DRY CLEANING	\$96.00	\$96.00
149749	2/28/2013	675985	ENVIRONMENTAL RESOURCE ASSOC	1 AMMONIA STD 1000PPM	\$95.77	\$95.77

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149718	2/28/2013	58967	3T EQUIPMENT COMPANY INC	1 MALE USE WITH PIRANAH SP/HP HOSE ONLY	\$91.17	\$91.17
149665	2/21/2013	20130125	DALE HARDWARE INC	01/13 - ASTD PARTS & MATERIALS	\$77.49	\$77.49
149663	2/21/2013	20130219	CWEA-NRTC	CERTIFICATE RENEWAL: J. SEO	\$75.00	\$75.00
149794	2/28/2013	1163630391	VERIZON WIRELESS	WIRELESS SERV 01/13/13-02/12/13	\$73.12	\$73.12
149755	2/28/2013	9060903342	GRAINGER INC	2 EA EXIT SIGNS; 1 PK CARDED NUMBERS & LETTERS	\$30.07	\$65.88
	2/28/2013	9058400343		ASTD EYE WASH SUPPLIES	\$96.83	
	2/28/2013	9059965989		CREDIT FOR 1 EA EYE WASH TRAVEL PACK	\$-61.02	
149685	2/21/2013	24794875	MOTION INDUSTRIES INC	4 EA METRIC OIL SEALS	\$51.83	\$51.83
149664	2/21/2013	20130215	CWEA-NRTC	SEMINAR REG: A. BERLING	\$50.00	\$50.00
149744	2/28/2013	615320130218	DISH NETWORK	MAR 2013 - SERVICE FEE	\$47.75	\$47.75
149782	2/28/2013	85340220130221	SAN FRANCISCO WATER DEPT	SERVICE 01/18/13 TO 02/19/13	\$42.27	\$42.27
149656	2/21/2013	20130220	NILASH CHARAN	REIMB LIVESCAN PRE-EMPLOYMENT	\$38.00	\$38.00
149733	2/28/2013	955331	STATE OF CALIFORNIA	NEW HIRE FINGERPRINTS	\$32.00	\$32.00
149710	2/21/2013	9853043	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/26/13	\$30.57	\$30.57
149666	2/21/2013	20130220	MIRANDA EGGLESTON	REIMB LIVESCAN PRE-EMPLOYMENT	\$25.00	\$25.00
149790	2/28/2013	9853053	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/02/13	\$11.45	\$11.45

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Invoices:				Checks:		
Credit Memos :		3				-126.20
\$0 - \$1,000 :		157				51,384.85
\$1,000 - \$10,000 :		65				219,674.96
\$10,000 - \$100,000 :		11				345,565.27
Over \$100,000 :		2				328,576.22
Total:		238				933,075.10
				\$0 - \$1,000 :	106	40,978.68
				\$1,000 - \$10,000 :	46	167,403.33
				\$10,000 - \$100,000 :	12	396,116.87
				Over \$100,000 :	2	328,576.22
				Total:	166	933,075.10



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February 19, 2013 > Union Sanitary District employees win regional awards



Union Sanitary District employees win regional awards

Submitted By Michelle Powell,, Photo By: Shawn Nesgis, USD

Union Sanitary District is pleased to announce that two employees recently received awards from the San Francisco Bay Section of the California Water Environment Association (CWEA). Collections System Worker II Jose Rodrigues won the "Collection System Worker of the Year" award and operations Supervisor Larry Simmers received the "Al Ditman Professional Development Award," a special award honoring his contributions to professional development of CWEA Bay Section members.

CWEA is the California industry association for wastewater professionals, with about 9,000 members statewide and over 1,600 in the San Francisco Bay section, which includes Alameda, Contra Costa, and San Francisco counties, plus a portion of San Mateo County. Jose's regional award automatically enters him in CWEA's statewide competition. Statewide awards will be announced in April.

Jose and his fellow Collection Services Workers clean, inspect and repair the District's sewer lines daily to help ensure continuous, uninterrupted service to customers. They also construct new connections to the sewer system, mark utilities for digging, and respond to customer trouble calls 24 hours a day, seven days a week.

Jose's accomplishments include helping to develop and construct a hands-on technical training station at the District's Alvarado Treatment Plant in Union City, and presenting technical training to USD employees and outside agencies. He has also presented workshops at CWEA conferences and other industry events.

"Protecting human health and providing professional service to our customers is an important job," says Jose, who joined the District in 2003. "I enjoy thinking of new ways to complete tasks safely and more efficiently, and sharing knowledge with my colleagues at USD and other agencies."

Larry Simmers supervises USD's dayshift team of state-certified operators. He is the S.F. Bay Section's Math, Operations and Maintenance seminar chairperson on the Professional Development Committee. Simmers recognized a need for newer operators to receive journey-level wastewater treatment process training and has successfully coordinated continuing education seminars to further their knowledge.

"I wanted to give back to an industry that has been very fulfilling to me," Larry explains. "The District encourages employees to continually look for ways to learn and improve, and that has motivated me to share my interest in the science of wastewater treatment with those who are newer to the field." Larry volunteers at CWEA conferences and seminars, and he has taught introductory water/wastewater math classes. He worked with the Bay Area Clean Water Association and the Tri-Valley Regional Occupation Program to create USD's Volunteer Operator-in-Training program.

Union Sanitary District operates a 30 million gallon per day wastewater treatment facility in Union City and provides collection, treatment and disposal services to Fremont, Newark, and Union City, CA, including maintaining over 750 miles of underground pipelines.

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