



**BOARD MEETING AGENDA**  
**Monday, March 24, 2014**  
**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.
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2. Pledge of Allegiance.
- 

3. Roll Call.
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Motion

4. Approval of the Minutes of March 10, 2014.
- 

Information

5. Monthly Operations Report for February 2014 *(to be reviewed by the Budget & Finance Committee).*
- 

6. Written Communications.
- 

7. 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.*

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Motion

8. Nominations for Non-Enterprise Special District Seat on Alameda County LAFCo *(to be reviewed by the Legal/Community Affairs Committee).*
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Motion

9. THIS NUMBER NOT USED.
-

- Motion 10. Authorizing the General Manager to Execute an Agreement with Systemates, Inc. for purchase and Implementation of a Capital Program Management System *(to be reviewed by the Budget & Finance Committee)*.
- 
- Motion 11. Awarding the Construction Contract for the Sodium Hypochlorite Tank A and B Replacement Project to Anderson Pacific Engineering Construction, Inc. *(to be reviewed by the Construction Committee)*.
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- Motion 12. Approving the Publicly Available Pay Schedule *(to be reviewed by the Personnel Committee)*.
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- Motion 13. THIS NUMBER NOT USED.
- 
- Motion 14. Reviewing and Providing Comments to Staff on the Draft Board Policy on E-Mail Usage *(to be reviewed by the Personnel Committee)*.
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- Motion 15. Reviewing and Providing Comments to Staff on the Draft Presentation to the Fremont City Council *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Motion 16. THIS NUMBER NOT USED.
- 
- Information 17. Information Items:  
a. Check Register.  
b. Executing a Contract with Raftelis Financial Consultants, Inc., to conduct a Comprehensive Sewer Service Charge Rate Study *(to be reviewed by the Budget & Finance Committee)*.  
c. Legislative Update for March 2014 *(to be reviewed by the Legislative Committee)*.  
d. Selection of an Executive Search Firm by Staff for the General Manager Recruitment *(to be reviewed by the Personnel Committee)*.
- 
- Information 18. Report on the EBDA Commission Meeting of March 20, 2014.
-

- Information 19. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Budget & Finance Committee – scheduled for Wednesday, 3/19/14 at 9:00 a.m.
  - b. Legal/Community Affairs Committee – scheduled for Wednesday, 3/19/14 at 5:00 p.m.
  - c. Construction Committee – scheduled for Thursday, 3/20/14 at 4:30 p.m.
  - d. Legislative Committee – scheduled for Friday, 3/21/14 at 9:00 a.m.
  - e. Personnel Committee – scheduled for Friday, 3/21/14 at 9:30 a.m.
- 

- Information 20. General Manager's Report. *(Information on recent issues of interest to the Board).*
- 

- Information 21. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
  - b. Scheduling matters for future consideration.
- 

22. Adjournment - *The Board will adjourn to a Board Workshop in the Boardroom on Monday, April 7, 2014 at 6:30 p.m.*
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23. Adjournment - *The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, April 14, 2014 at 7:00 p.m.*
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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 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 calendared. Oral comments are limited to three minutes per individual, 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 of the agenda item.

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

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF  
COMMITTEE MEETING**

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



**BOARD MEETING MARCH 24, 2014**

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**Committee Membership:**

Budget and Finance	Directors Jennifer Toy and Pat Kite (Alt. - Anjali Lathi)
Construction Committee	Directors Tom Handley and Manny Fernandez (Alt. – Pat Kite)
Legal/Community Affairs	Directors Anjali Lathi and Tom Handley (Alt. –Manny Fernandez)
Legislative Committee	Directors Pat Kite and Anjali Lathi (Alt. – Tom Handley)
Personnel Committee	Directors Jennifer Toy and Manny Fernandez (Alt. – Anjali Lathi)
Audit Committee	Directors Jennifer Toy and Tom Handley (Alt. Manny Fernandez)

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**Budget Committee, Wednesday, March 19, 2014 at 9:00 a.m.**

5. Monthly Operations Report for February 2014.
10. Authorizing the General Manager to Execute an Agreement with Systemates, Inc. for purchase and Implementation of a Capital Program Management System.
- 17b. Executing a Contract with Raftelis Financial Consultants, Inc., to conduct a Comprehensive Sewer Service Charge Rate Study.

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**Legal/Community Affairs, Wednesday, March 19, 2014 at 5:00 p.m.**

8. Nominations for Non-Enterprise Special District Seat on Alameda County LAFCo.
15. Reviewing and Providing Comments to Staff on the Draft Presentation to the Fremont City Council.

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**Construction Committee, Thursday, March 20, 2014 at 4:30 p.m.**

11. Awarding the Construction Contract for the Sodium Hypochlorite Tank A and B Replacement Project to Anderson Pacific Engineering Construction, Inc.

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**Legislative Committee, Friday, March 21, 2014 at 9:00 a.m.**

- 17c. Legislative Update for March 2014.
-

**Personnel Committee, Friday, March 21, 2014 at 9:30 a.m.**

12. Approving the Publicly Available Pay Schedule.
  14. Reviewing and Providing Comments to Staff on the Draft Board Policy on E-Mail Usage.
  - 17d. Selection of an Executive Search Firm by Staff for the General Manager Recruitment.
- 

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

Committee Meeting are open to the public. Only written comments will be considered. No action will be taken.

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
March 10, 2014**

**1. CALL TO ORDER**

President Lathi called the meeting to order at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

STAFF: Richard Currie, General Manager/District Engineer  
Rich Cortes, Business Services Manager  
David Livingston, Treatment & Disposal Services Manager  
Andy Morrison, Collection Services Manager  
Sami Ghossain, Manager, Technical Services  
Robert Simonich, FMC Manager  
Mohammad Ghoury, Engineering Tech II  
Jason Yeates, Environmental Compliance Inspector II  
David O'Hara, Legal Counsel  
Carol Rice, Acting Assistant to the GM/Board Secretary

**4. APPROVAL OF THE MINUTES OF FEBRUARY 24, 2014.**

On a motion made by Director Kite and seconded by Director Fernandez, the minutes of the Board of Directors' Meeting of February 24, 2014 were unanimously approved.

**5. GENERAL MANAGER'S MONTHLY OPERATIONS REPORT.**

Rich Currie reported there were five odor complaints in January that were related to the collection system; all were investigated and none were found to be related to USD's sewer system. There were no accidents or injuries in January. An agreement for \$12 million was signed for the SRF loan for the Thickener Project at an interest rate of 2.1%. Hours worked per employee went from 35.2 down to 34.03 due to the holiday season. Sick leave usage was 45.79 hours, up from 44 hours, probably due to the cold and flu season.

Rich Cortes reported on the financials. Under Revenues, he noted a -\$533K adjustment was made for Old Castle; we received \$430K from Delta Americas, a power supply manufacturer located in Fremont; sewer service charge billing to Newark Unified and New Haven School Districts was \$166K; and the next SRF proceeds will be from the Thickener Project. Under Expenses, \$1.2M was spent on capital projects; no expenditures in January for retiree medical; \$1.3M for debt payments for NPS and Primary Clarifier Projects. Work groups are under budget except the GM and Business Services. LAIF was at .264% and is now at a low of .244%; and there were five investment purchases totaling \$4.2M and one maturity – Credit Suisse.

**6. WRITTEN COMMUNICATIONS.**

Director Lathi noted she had her CWEA Catalog which lists the annual conferences for interested Board members.

**7. ORAL COMMUNICATIONS.**

There were no oral communications.

**8. RESOLUTION NO. 2729, QUITCLAIMING OF EXISTING SANITARY SEWER EASEMENT LOCATED AT 1555 ATLANTIC STREET IN UNION CITY.**

The Legal/Community Affairs Committee reviewed this item. Sami Ghossain reported that Southern Wine and Spirits completed their new building in Union City. The building encroaches on a 6-foot wide sanitary sewer easement that contains a 12-inch diameter sewer main. In order to complete the project, they applied for a permit to relocate the sewer main from the new building and granted USD a new easement for the relocated sewer main. In 2013, the Board approved Resolution 2715 accepting the new easement and quitclaimed the existing easement to Southern Wine and Spirits. Staff was later notified that Union, LLC is the record property owner. The grant of easement deed was granted by Union, LLC; therefore, the quitclaim deed should be in Union, LLC's name as the record owner of the property.

On a motion made by Director Handley and seconded by Director Toy, the Board unanimously moved to adopt Resolution No. 2729, quitclaiming of existing Sanitary Sewer Easement located at 1555 Atlantic Street in the City of Union City.

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**9. APPROVING ADDITIONAL ENGINEER POSITION FOR THE CAPITAL IMPROVEMENTS PROJECT TEAM.**

The Personnel Committee reviewed this item. Rich Currie stated that a few years ago, staff met with the Board at a budget workshop and presented information for hiring a sixth engineer. The Board approved the position for a limited term of three years. Given recent staff changes and an evaluation of the workload, staff is asking the Board to approve an additional engineer position on a permanent basis.

Sami Ghossain reported that in 2010, the CIP Team consisted of five engineers, an engineering technician and an administrative specialist. The Board approved the addition of a sixth engineer due to the high number of projects identified in the CIP budget. The sixth engineer was intended to be a limited term of three years.

In July 2010, the District hired an Associate Engineer who managed several important projects; however, the engineer left the District in May 2013. The District hired a Junior Engineer in July 2013 as the need for the sixth engineer still existed. Recently the CIP Team has had significant personnel changes and is recruiting for one to two positions at the senior, associate, and/or assistant engineer level to fill the open positions on the team. Staff is preparing the 10-Year CIP budget and anticipates spending an average of \$20 million annually for the next 10 years. In FY15, staff will take on an additional 24 CIP projects and five studies. In evaluating all the projects and commitments, staff found that the CIP Team will require a sixth engineer through FY18. As each master plan and study is completed, it is anticipated that additional projects will be identified beyond FY18, so the need for the sixth engineer will remain long term.

On a motion made by Director Handley and seconded by Director Toy, the Board unanimously approved the hiring of a sixth engineer for the CIP Team.

**10. INFORMATION ITEMS:**

- a. **Check Register.** Staff answered several questions from the Board and will report back regarding Director Kite's inquiry into the \$411.48 Copymat expense.
- b. **Calendar Year 2013 Report on Accidents and Injuries.** The Personnel Committee reviewed this item. Rich Currie stated that accidents are reported on an annual basis to OSHA. For calendar year 2013, USD had two OSHA

reportable accidents, one which involved two days of lost time. The other was a stress claim that was denied by the District but reported to OSHA. There were four vehicle accidents; three where USD employees were at fault. The numbers are up for near misses; however, this is viewed as positive in that it provides an opportunity for staff to discuss ways to avoid future accidents.

- c. **Draft Schedule for GM Recruitment.** The Personnel Committee reviewed this item. Rich Currie stated it is anticipated the GM recruitment will open on April 1 and close on April 30, with interviews in early June. Staff would then meet with the Board on June 4 to give input and select the finalists. It is anticipated the new General Manager would start work on July 21, 2014.
- d. **Draft Schedule for Standing Committees.** The Board approved the recommended dates and times for standing committee meetings. Director Lathi asked staff to prepare a calendar with meeting dates and times for the next four months so Board members can block off dates on their calendars.
- e. **Notice of Intent to Disconnect Sanitary Sewer – 4145 Thornton Avenue.** The Legal/Community Affairs Committee reviewed this item. Sami Ghossain stated the City of Fremont conducted an inspection of the property and notified the District that the property revealed numerous Health and Safety Code violations. It is being used to store hazardous materials such as discarded batteries, propane containers, motor oil, and other vehicle fluids. These materials would pose an immediate threat if discharged to the sewer system. Because of the imminent endangerment to the maintenance crews and plumbing contractors who work on the sewer system, notice has been given to the property owner of the District's intent to disconnect their service. The notice was mailed on March 4, 2014 requesting a written appeal by March 13<sup>th</sup>. If no appeal is received, the District will disconnect their sewer service on March 18, 2014.

At the committee meeting, the Board asked if staff could respond sooner if necessary. Rich Currie noted Attorney Dave O'Hara will provide a response to this question at the next Board meeting. The committee also asked if staff can do sampling on the property. Sami explained that the nearest place to sample is in the main which is in the street and poses a safety issue. If staff did sampling at the main, it would include everything upstream of that manhole. Because of the safety issue it was decided that staff will drive by the property daily to be sure there are no noticeable changes.

11. **COMMITTEE MEETING REPORTS:** The Budget & Finance, Personnel, and Legal/Community Affairs Committees met the week of March 3, 2014.

12. **GENERAL MANAGER'S REPORT:**

Rich Currie reported the following:

- We received three proposals from executive search firms for the GM recruitment; Judi Berzon and the GM will interview two of them on March 11th.
- We had a very small 10-gallon spill on Pizarro between Thornton and Decoto Road. It turned out to be a rubber plug that a contractor pushed down our pipe.
- USD will host a CSRMA training event on March 11<sup>th</sup> on Workers Compensation.
- The Safety Recognition celebration will be held on Wednesday, March 12<sup>th</sup> at 1:00 p.m. at the Portuguese Hall in Union City.
- Congratulations to Tom Handley and Jennifer Toy for their re-appointment to the USD Board of Directors.

13. **OTHER BUSINESS:**

Director Kite inquired about the purpose of a mildew moisture detector and if the District owns one. Andy Morrison explained the detector uses infrared to sense moisture and is generally used by restoration companies; the District does not own one.

Director Lathi offered congratulations to Directors Toy and Handley on their re-appointment. She also asked staff to reschedule the Public Outreach workshop scheduled for March 31, 2014 in order that all Board members are available to attend.

14. **ADJOURNMENT:**

The Board adjourned the meeting at 7:41 p.m. to a Board Workshop on Wednesday, March 19, 2014.

Following the Board workshop, the Board will adjourn to the next Regular Meeting in the Boardroom on Monday, March 24, 2014 at 7:00 p.m.

SUBMITTED:

\_\_\_\_\_  
CAROL RICE  
SECRETARY TO THE BOARD

ATTEST:

\_\_\_\_\_  
JENNIFER TOY  
SECRETARY

APPROVED:

\_\_\_\_\_  
ANJALI LATHI  
PRESIDENT

Adopted this 24th day of March, 2014



**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 17, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 5 - Meeting of March 24, 2014  
Information Item: **Monthly Operations Report for February 2014**

### **Background**

Attached is the February 2014 Operations Report. Staff is available to answer questions regarding information contained in the report.

### **Table of Contents**

General Manager/Administration	Richard Currie	GM
Business Services	Rich Cortes	BS
Collection Services	Andy Morrison	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Dave Livingston	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

### **Recommendation**

File Report.

## GENERAL MANAGER'S SUMMARY

Below is a summary of major activities that occurred at the District during February 2014.

**ODOR COMPLAINTS:** There was one odor complaint received by the District during the month of February. USD crews investigated and found no odors associated with USD operations.

**SAFETY:** There were no accidents or injuries during the month. The District achieved a milestone of one year (365 days) without an OSHA Reportable Accident. A special recognition event for employees is being planned.

**FINANCIAL:** USD staff selected Raftelis Financial Consultants to conduct the Sewer Service Charge Study scheduled for this fiscal year. The firm is located in Pasadena, California.

**COLLECTION SYSTEM:** The group completed the month of February without a Sanitary Sewer Overflow. Collections' is conducting night work to clean the large trunk sewers in the Alvarado Basin. Public Information meetings are being held in Fremont and Newark to inform residents about the Private Lateral Inspection Program.

**PLANT OPERATIONS:** February rains had no impacts on Plant operations.

**PROJECTS:** The two new 850 kilowatt engines for the Cogeneration project were delivered and installed. Staff and consultants are working on preparing applications for potential grant funds for the Hayward Marsh project through the State's Integrated Regional Water Management Program.

**STAFFING & PERSONNEL:** After conducting interviews, a new receptionist has been selected who will begin work in March. A new Plant Operator III trainee has been selected to fill a recent vacancy. Deputy General Manager Ed McCormick resigned.

**G.M. ACTIVITIES:** For the month of August, the GM was involved in the following:

- Records Management Policy Update
- Mentoring as part of the USD Leadership Program
- Attended internal meetings including the Safety Committee and Alternate Compensation Task Force
- Attended External Meetings including EBDA.



## ODOR REPORT February 2014

During the recording period from February 01, 2014 through February 28, 2014, there was one odor related service request received by the District.

### **City: Newark**

#### **1. Complaint Details:**

*Date:* 2/13/2014

*Location:* FILBERT ST

*Wind (from):* West

*Temperature:* 55 Degrees F

*Time:* 4:00 pm

*Reported By:* Yolanda Nelson

*Wind Speed:* 5 mph

*Weather:* Sunny

#### **Response and Follow-up:**

We inspected our mains and the private manhole. We used a gas tech to detect any odors and no odors were found. We gave the complainant our two USD brochures; the Homeowner Responsibilities and the Vents & Traps brochures. We also told her to make sure water is in the traps and floor drains. We told her to call us back should the odor return.



**Union City**

**Newark**

**Fremont**

1. No odor found

**Legend**

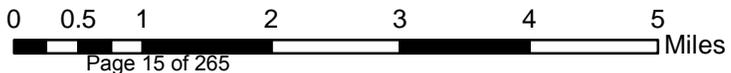
**Odor Complaints: February 2014**

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

**Odor Complaints: Mar. 2013 to Jan. 2014**

- ★ Odor found, USD resolved (9)
- Odor found, not related to USD (10)
- ▲ No odor found (18)

**Location of Odor Reports  
March 2013 to February 2014**



**HOURS WORKED AND LEAVE TIME BY WORK GROUP**

June 29, 2013 to February 21, 2014

DIVISION	Reg. Hours	Lt Duty	O/T	Total				Historical FY13			Average Number of Employees <input type="text" value="132"/>
				Leaves*	Sick	STD	WC	Sick	STD	WC	
General Manager Staff	4,289		7	876 17%	85 1.6%			110 1.7%			
Business Services	25,934		1	4,186 14%	375 1.2%	14 0.0%		713 1.6%	211 0.5%		Current Number of Vacant Positions (1) <input type="text" value="4"/>
Technical Services	35,473		106	6,510 16%	783 1.9%	238 0.6%		2,190 3.4%	499 0.8%		
Collection Services	33,522		1,983	7,808 19%	1,062 2.6%	337 0.8%	1 0.0%	1,565 2.5%	235 0.4%	124 0.2%	Hours Worked Per Week Per Employee (2) <input type="text" value="34.28"/>
Treatment & Disposal	26,183		771	6,029 19%	975 3.0%	320 1.0%		971 2.0%	144 0.3%		
FMC	23,643		1,596	4,673 17%	687 2.4%			1,265 3.1%	74 0.2%	33 0.1%	Projected Average Annual Sick Leave Per Employee (3) <input type="text" value="46.08"/>
<b>Totals</b>	<b>149,044</b>		<b>4,463</b>	<b>30,083</b>	<b>3,968</b>	<b>909</b>	<b>1</b>	<b>6,814</b>	<b>1,163</b>	<b>157</b>	
%	83.2%		2.5%	16.8%	2.2%	0.5%	0.0%	2.4%	0.5%	1.3%	

(1) Current vacancies include: Business Services (0), Collections (1), FMC (0), T&D (1), TS (2)

(2) An employee using 3 weeks vacation, 11 holidays, 2 HEC days and 40 hours of sick leave will work an average of 34.9 hours per week over the course of a year. With four weeks vacation, 34.2 hours per week.

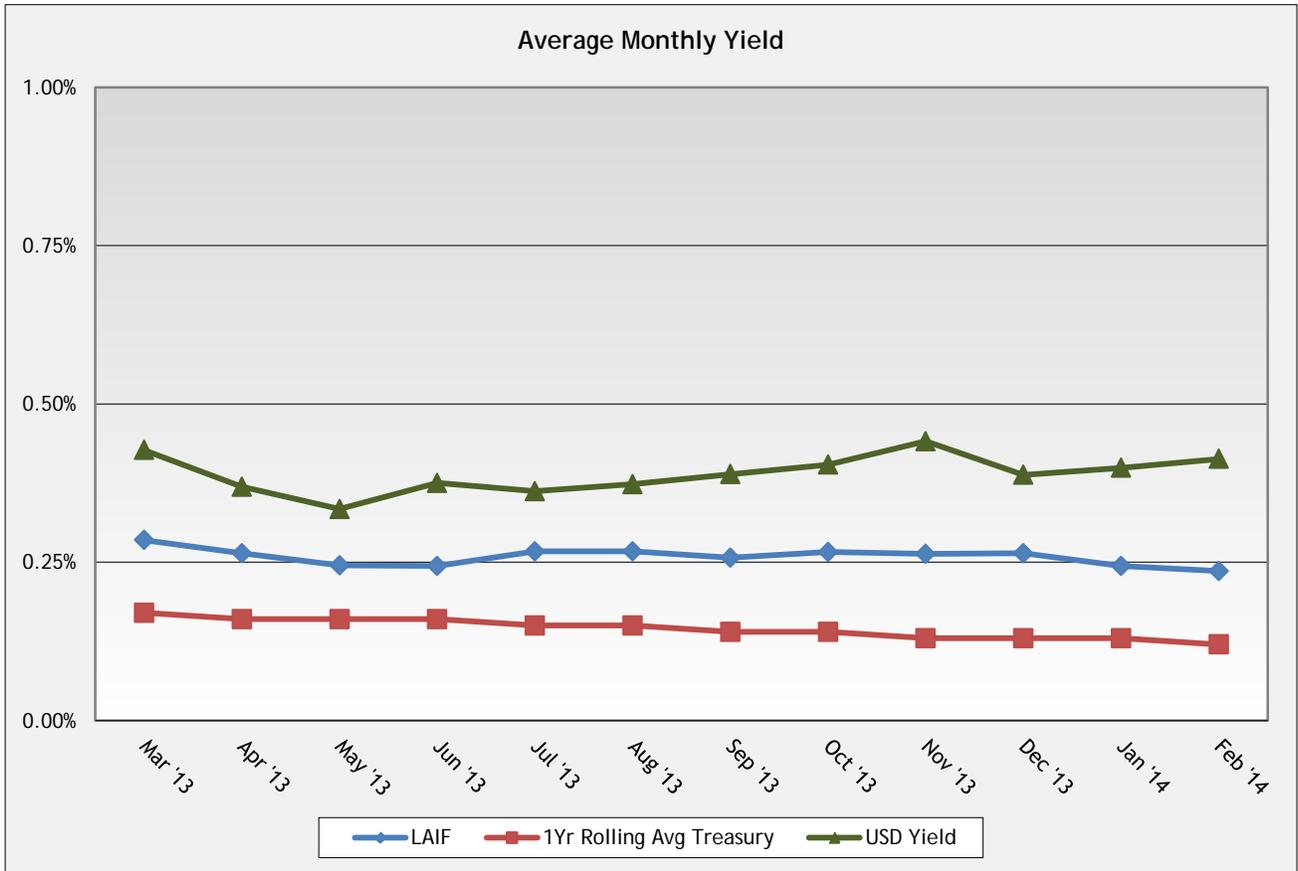
(3) Target goal for sick leave incentive program is 47 hours per employee per year.

**Business Services Group  
Activities Report  
February 2014**

- The HR Staff participated in a webinar on implementation of the Affordable Care Act.
- HR participated in the review of the District’s deferred compensation program by ICMA staff.
- The Human Resources Administrator coordinated District employee attendance (four employees) at a one-day Alameda County Training Center workshop, “From Buddy to Boss,” which was very well received.

**Performance Measures**

**AVERAGE MONTHLY YIELD**



**BUDGET AND FINANCE REPORT**

FY 2014

**Year-to-date as of 2/28/14**

67% of year elapsed

**Revenues**

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/13
Capacity Fees	\$2,300,000	\$2,357,007	102%	\$2,864,810
Sewer Service Charges	44,887,853	22,857,452	51%	42,389,872
ECB Revenues	765,000	585,216	76%	820,386
Interest	321,000	244,083	76%	618,348
Misc. (incl. ann. LAVWMA pymnt, PG&E rebates)	289,500	221,680	77%	343,415
<b>Subtotal Revenues</b>	<b>\$48,563,353</b>	<b>\$26,265,438</b>	<b>54%</b>	<b>\$47,036,831</b>
SRF Loan Proceeds (Prim Clarif. Boyce)	1,000,000	1,648,140	165%	4,118,084
<b>Total Revenues + SRF Proceeds</b>	<b>\$49,563,353</b>	<b>\$27,913,578</b>	<b>56%</b>	<b>\$51,154,915</b>

**Expenses**

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Projects	\$5,220,000	\$3,528,304	68%	\$2,738,698
Renewal & Repl. Projects (incl. escrow)	12,285,000	10,115,247	82%	11,696,467
Expenditure Control Budget (ECB)	32,100,356	19,904,211	62%	29,414,193
Non-ECB	759,500	240,435	32%	701,075
Retiree Medical (Annual Required Contribution)	462,852	347,139	75%	445,724
Vehicle & Equipment	1,089,734	741,955	68%	589,238
Information Systems	1,101,990	551,508	50%	657,050
Plant & Pump Station R&R	250,000	197,237	79%	174,553
Pretreatment Fund	7,000	3,068	44%	6,137
County Fee for Sewer Service Charge Admin.	106,000	52,780	50%	105,251
Debt Servicing:				
SRF Loans (Irv., Wilw, LHH, Plant, Cedar, NPS, Sub1)	4,678,000	2,716,046	58%	4,086,647
<b>Total Expenses</b>	<b>\$58,060,432</b>	<b>\$38,397,930</b>	<b>66%</b>	<b>\$50,615,034</b>
<b>Total Revenue &amp; Proceeds less Expenses</b>	<b>(\$8,497,079)</b>	<b>(\$10,484,352)</b>		<b>\$539,882</b>

**Gross ECB Expenses by Work Group**

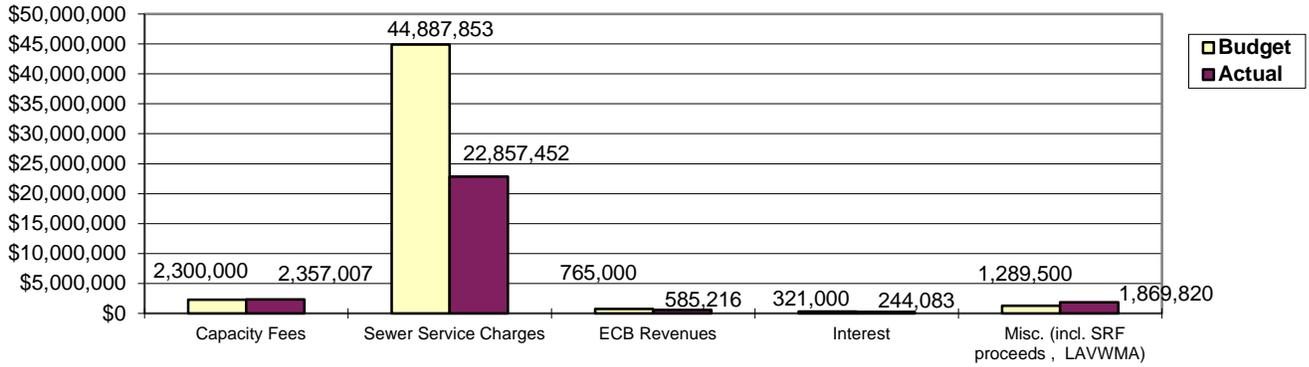
	Budget	Actual	% of Budget Used	Last Year Actuals
Board of Directors	\$190,063	\$83,202	44%	\$156,099
General Manager/Admin.	1,182,404	805,558	68%	835,685
Business Services	4,501,787	3,001,654	67%	4,171,426
Collection Services	5,587,778	3,447,764	62%	5,304,088
Technical Services	5,251,559	3,277,117	62%	4,908,778
Treatment & Disposal Services	9,889,975	6,093,806	62%	9,168,756
Fabrication, Maint. & Construction	5,496,790	3,195,110	58%	4,869,362
<b>Total</b>	<b>\$32,100,356</b>	<b>\$19,904,211</b>	<b>62%</b>	<b>\$29,414,193</b>

**ECB Expenses by Type**

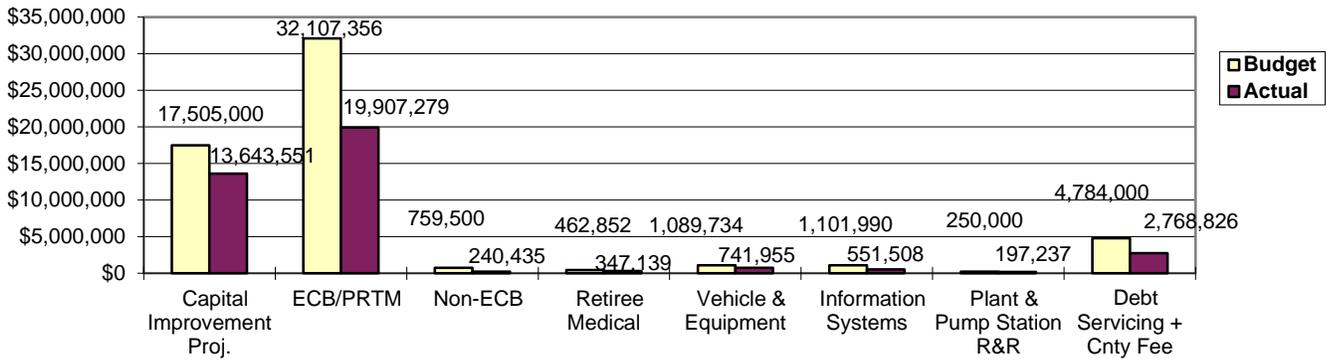
	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$21,948,372	\$13,887,490	63% (69%)*	\$20,190,171
Repairs & Maintenance	2,000,012	973,976	49%	1,826,148
Supplies & Matls (chemicals, small tools)	2,314,095	1,512,188	65%	2,304,201
Outside Services (utilities, biosolids, legal)	5,644,877	3,472,378	62%	5,091,924
Fixed Assets	193,000	58,179	30%	1,750
<b>Total</b>	<b>\$32,100,356</b>	<b>\$19,904,211</b>	<b>62%</b>	<b>\$29,414,193</b>

\* Personnel Budget Target

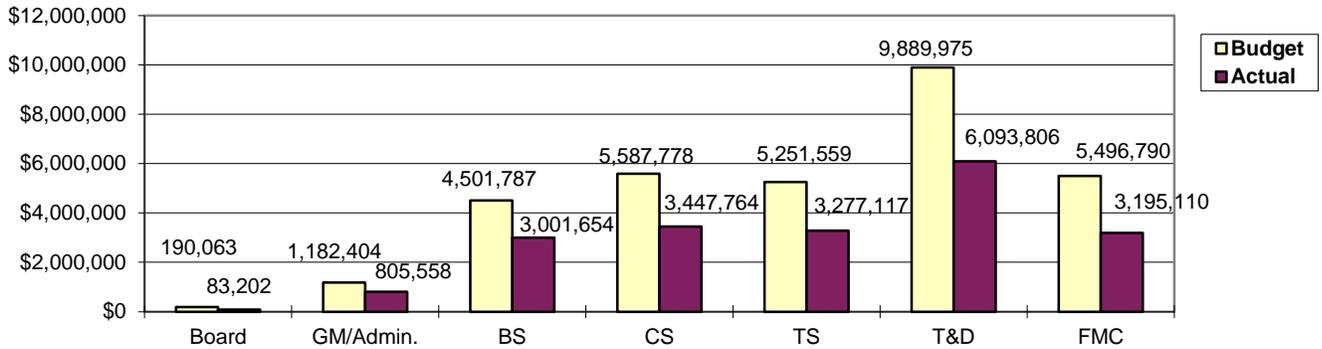
### USD Revenues



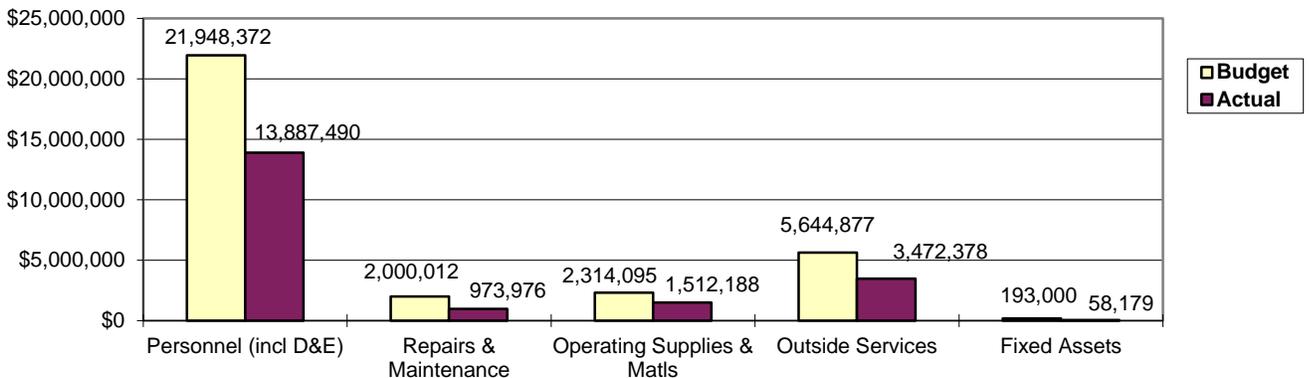
### Total USD Expenses



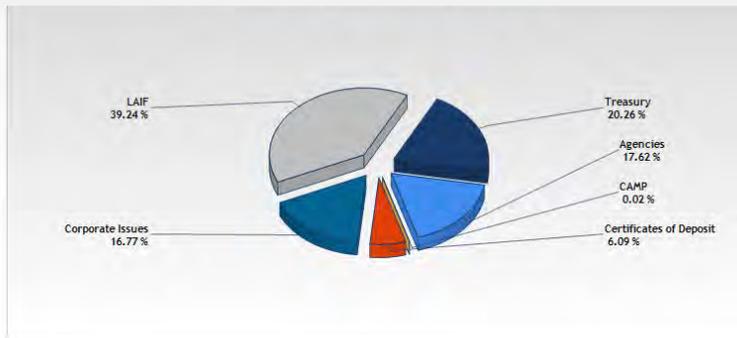
### ECB Expenses by Work Group



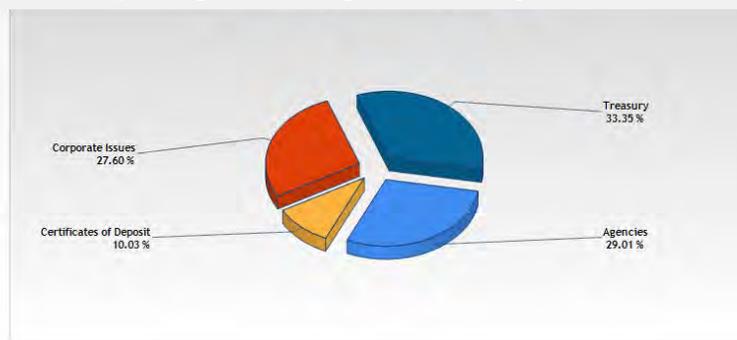
### ECB Expenses by Type



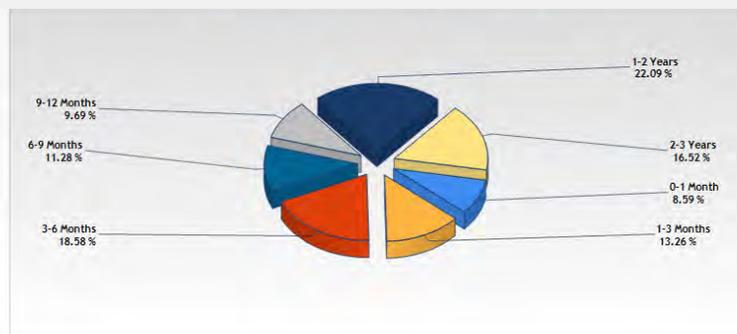
All Portfolio Holdings Distribution by Asset Class



Operating Fund Holdings Distribution by Asset Class



Operating Fund Maturity Distribution



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	2,000,000.00	0.450	2,075,820.00	14	8.59	2,001,380.00	2,001,468.16	0.04
1-3 Months	3,170,000.00	0.467	3,204,775.64	76	13.26	3,175,889.14	3,173,378.07	0.21
3-6 Months	4,495,000.00	0.551	4,490,476.67	133	18.58	4,495,129.91	4,491,963.50	0.37
6-9 Months	2,725,000.00	0.434	2,725,624.00	257	11.28	2,730,228.14	2,725,179.47	0.70
9-12 Months	2,240,000.00	0.765	2,341,470.00	340	9.69	2,296,304.90	2,290,422.69	0.92
1-2 Years	5,220,000.00	0.533	5,337,503.40	560	22.09	5,319,441.95	5,306,641.91	1.52
2-3 Years	4,000,000.00	0.508	3,992,120.00	802	16.52	3,995,415.00	3,992,647.13	2.19
<b>Total / Average</b>	<b>23,850,000.00</b>	<b>0.528</b>	<b>24,167,789.71</b>	<b>354</b>	<b>100</b>	<b>24,013,789.04</b>	<b>23,981,700.93</b>	<b>0.96</b>

**Union Sanitary District**  
**Board Report - Holdings**  
 Report Format: By Transaction  
 Group By: Asset Class  
**Portfolio/Report Group: All Portfolios**  
**As of 2/28/2014**

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Agencies</b>											
FHLB 0.4 6/27/2014	313379N47	Moodys-Aaa	6/6/2012	2,000,000.00	1,999,980.00	0.400	2,001,900.00	0.401		6/27/2014	5.03
FHLB 2.375 3/14/2014	3133XWKV0	Moodys-Aaa	3/21/2012	2,000,000.00	2,075,820.00	2.375	2,001,380.00	0.450		3/14/2014	5.22
FHLMC 0.5 6/20/2016-14	3134G4N38	Moodys-Aaa	12/20/2013	1,000,000.00	1,000,000.00	0.500	1,000,220.00	0.500	6/20/2014	6/20/2016	2.51
FNMA 0.5 3/30/2016	3135GOVA8	Moodys-Aaa	1/24/2014	1,000,000.00	1,000,750.00	0.500	1,001,680.00	0.465		3/30/2016	2.52
FNMA 1 5/16/2014-11	31398A6A5	Moodys-Aaa	3/21/2012	925,000.00	934,795.64	1.000	926,840.75	0.505		5/16/2014	2.35
<b>Sub Total / Average</b>				<b>6,925,000.00</b>	<b>7,011,345.64</b>	<b>1.093</b>	<b>6,932,020.75</b>	<b>0.453</b>			<b>17.62</b>
<b>CAMP</b>											
CAMP LGIP	LGIP4000	None	5/31/2011	9,786.38	9,786.38	0.070	9,786.38	0.070	N/A	N/A	0.02
<b>Sub Total / Average</b>				<b>9,786.38</b>	<b>9,786.38</b>	<b>0.070</b>	<b>9,786.38</b>	<b>0.070</b>			<b>0.02</b>
<b>Certificates of Deposit</b>											
Ally Bank 0.75 5/16/2014	02005QF24	None	5/16/2012	245,000.00	245,000.00	0.750	245,298.39	0.750		5/16/2014	0.62
Apple Bank 0.55 6/6/2014	037830LH7	None	6/6/2012	250,000.00	250,000.00	0.550	250,237.90	0.550		6/6/2014	0.63
Bank of Baroda NY US 0.4 1/22/2015	06062AFE4	None	1/22/2014	240,000.00	240,000.00	0.400	240,014.90	0.400		1/22/2015	0.60
Bank of India NY 0.5 7/2/2014	06278CLN3	None	12/31/2013	245,000.00	245,000.00	0.500	245,227.51	0.500		7/2/2014	0.62
Discover Bank 0.5 6/11/2015	254671D72	None	12/24/2013	240,000.00	239,918.40	0.500	240,204.82	0.523		6/11/2015	0.60

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
GE Capital Bank 0.4 10/17/2014	36163CFX3	None	10/18/2013	245,000.00	245,000.00	0.400	245,135.78	0.400		10/17/2014	0.62
GE Capital Retail Bank 0.95 3/16/2015	36157PAU3	None	1/2/2013	240,000.00	240,000.00	0.950	241,331.47	0.950		3/16/2015	0.60
Goldman Sachs Bank 0.75 11/14/2014	38143AU78	None	11/30/2012	240,000.00	240,000.00	0.750	240,706.18	0.750		11/14/2014	0.60
Merrick Bank 0.5 6/30/2015	5912Y5Y9	None	12/30/2013	240,000.00	240,000.00	0.500	240,200.66	0.500		6/30/2015	0.60
Sallie Mae Bank 0.75 11/14/2014	795450QK4	None	11/30/2012	240,000.00	240,000.00	0.750	240,706.18	0.750		11/14/2014	0.60
<b>Sub Total / Average</b>				<b>2,425,000.00</b>	<b>2,424,918.40</b>	<b>0.604</b>	<b>2,429,063.79</b>	<b>0.607</b>			<b>6.09</b>

#### Corporate Issues

General Electric Capital Corp 2.15 1/9/2015	36962G5M2	Moodys-A1	8/16/2013	1,000,000.00	1,021,670.00	2.150	1,015,640.00	0.590		1/9/2015	2.57
General Electric Capital Corp 2.375 6/30/2015	36962G5F7	Moodys-A1	11/30/2012	500,000.00	517,745.00	2.375	512,745.00	0.980		6/30/2015	1.30
General Electric Capital Corp 4.875 3/4/2015	36962GP65	Moodys-A1	9/18/2013	1,000,000.00	1,059,830.00	4.875	1,045,550.00	0.750		3/4/2015	2.66
ING US Funding 0.28 7/10/2014	4497W1GA8	Moodys-A1	1/17/2014	1,000,000.00	998,646.67	0.280	999,119.10	0.563		7/10/2014	2.51
International Business Machs 0.45 5/6/2016	459200HL8	Moodys-AA3	11/26/2013	1,000,000.00	996,840.00	0.450	996,875.00	0.580		5/6/2016	2.51
JP Morgan Chase 4.75 3/1/2015	46625HCE8	Moodys-A3	1/2/2013	1,000,000.00	1,079,800.00	4.750	1,040,650.00	1.012		3/1/2015	2.71
Natixis US Finance Co 0.426 8/19/2014	6323A1HK5	Moodys-A1	11/22/2013	1,000,000.00	996,850.00	0.426	998,645.40	0.853		8/19/2014	2.51
<b>Sub Total / Average</b>				<b>6,500,000.00</b>	<b>6,671,381.67</b>	<b>2.230</b>	<b>6,609,224.50</b>	<b>0.748</b>			<b>16.77</b>

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>LAIF</b>											
LAIF LGIP	LGIP1002	None	4/30/2011	15,611,080.27	15,611,080.27	0.236	15,611,080.27	0.236	N/A	N/A	39.24
<b>Sub Total / Average</b>				<b>15,611,080.27</b>	<b>15,611,080.27</b>	<b>0.236</b>	<b>15,611,080.27</b>	<b>0.236</b>			<b>39.24</b>
<b>Treasury</b>											
T-Bond 0.25 5/16/2016	912828VC1	Moodys- Aaa	1/24/2014	1,000,000.00	994,530.00	0.250	996,640.00	0.488		5/16/2016	2.50
T-Note 0.375 11/15/2014	912828RQ5	Moodys- Aaa	5/25/2012	2,000,000.00	2,000,624.00	0.375	2,003,680.00	0.362		11/15/2014	5.03
T-Note 0.375 2/15/2016	912828UM0	Moodys- Aaa	1/24/2014	1,000,000.00	999,530.00	0.375	1,001,050.00	0.398		2/15/2016	2.51
T-Note 1 5/15/2014	912828QM5	Moodys- Aaa	3/21/2012	2,000,000.00	2,024,980.00	1.000	2,003,750.00	0.416		5/15/2014	5.09
T-Note 1.375 11/30/2015	912828PJ3	Moodys- Aaa	12/20/2013	2,000,000.00	2,040,480.00	1.375	2,038,360.00	0.330		11/30/2015	5.13
<b>Sub Total / Average</b>				<b>8,000,000.00</b>	<b>8,060,144.00</b>	<b>0.770</b>	<b>8,043,480.00</b>	<b>0.388</b>			<b>20.26</b>
<b>Total / Average</b>				<b>39,470,866.65</b>	<b>39,788,656.36</b>	<b>0.852</b>	<b>39,634,655.69</b>	<b>0.413</b>			<b>100</b>

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements.

**Union Sanitary District**  
**Board Report - Activity**  
**Portfolio/Report Group: All Portfolios**  
**From 2/1/2014 To 2/28/2014**

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
<b>DEPOSIT</b>								
CAMP LGIP	LGIP4000	0.52	0.52	0.00		0.000	2/28/2014	0.52
<b>Sub Total / Average</b>		<b>0.52</b>	<b>0.52</b>	<b>0.00</b>				<b>0.52</b>
<b>INTEREST</b>								
CAMP LGIP	LGIP4000	0.00	0.00	0.52		0.000	2/28/2014	0.52
Fifth Third Bank 0.4 2/20/2014	316777GL9	0.00	0.00	960.00	0.400	0.000	2/20/2014	960.00
Merrick Bank 0.5 6/30/2015	5912Y5Y9	0.00	0.00	95.34	0.500	0.000	2/28/2014	95.34
T-Note 0.375 2/15/2016	912828UM0	0.00	0.00	1,875.00	0.375	0.000	2/15/2014	1,875.00
<b>Sub Total / Average</b>		<b>0.00</b>	<b>0.00</b>	<b>2,930.86</b>				<b>2,930.86</b>
<b>MATURED</b>								
Fifth Third Bank 0.4 2/20/2014	316777GL9	240,000.00	240,000.00	0.00	0.400	0.000	2/20/2014	240,000.00
<b>Sub Total / Average</b>		<b>240,000.00</b>	<b>240,000.00</b>	<b>0.00</b>				<b>240,000.00</b>
<b>WITHDRAW</b>								
LAIF LGIP	LGIP1002	400,000.00	400,000.00	0.00		0.000	2/6/2014	400,000.00
LAIF LGIP	LGIP1002	1,300,000.00	1,300,000.00	0.00		0.000	2/7/2014	1,300,000.00
LAIF LGIP	LGIP1002	700,000.00	700,000.00	0.00		0.000	2/14/2014	700,000.00
LAIF LGIP	LGIP1002	500,000.00	500,000.00	0.00		0.000	2/21/2014	500,000.00
LAIF LGIP	LGIP1002	300,000.00	300,000.00	0.00		0.000	2/26/2014	300,000.00
LAIF LGIP	LGIP1002	1,200,000.00	1,200,000.00	0.00		0.000	2/28/2014	1,200,000.00
<b>Sub Total / Average</b>		<b>4,400,000.00</b>	<b>4,400,000.00</b>	<b>0.00</b>				<b>4,400,000.00</b>

**COLLECTION SERVICES  
ACTIVITIES REPORT  
February 2014**

**Progress/Accomplishments**

- Completed 105,009 feet of cleaning and 69,654 feet of televising of sewer lines in February
- Responded to 19 service request calls in February
- Completed a total of 6 main repairs in February
- Marked and located all sewer lines (Underground Service Alerts)
- Provided support on the following projects: Hansen 8, Lateral Condition Assessment, and Plant Shut Downs
- Participated in CASSE benchmarking meetings
- Participated in a BACWA meeting
- Continued training of 2 Collection System Worker I employees
- Slowed a bit on our progress on catching up on 72 Month Cleaning and Inspection PMP
- Converted the SSMP to PDF and put on the District's website
- Completed 397 days in a row with no injuries
- Recognized the Work Group for going a year without an injury
- Continued Recruitment for CSW I
- Assisted HR and FMC with updates to Planner/Schedulr Class Description
- Participated in CIWQS Data Review Committee

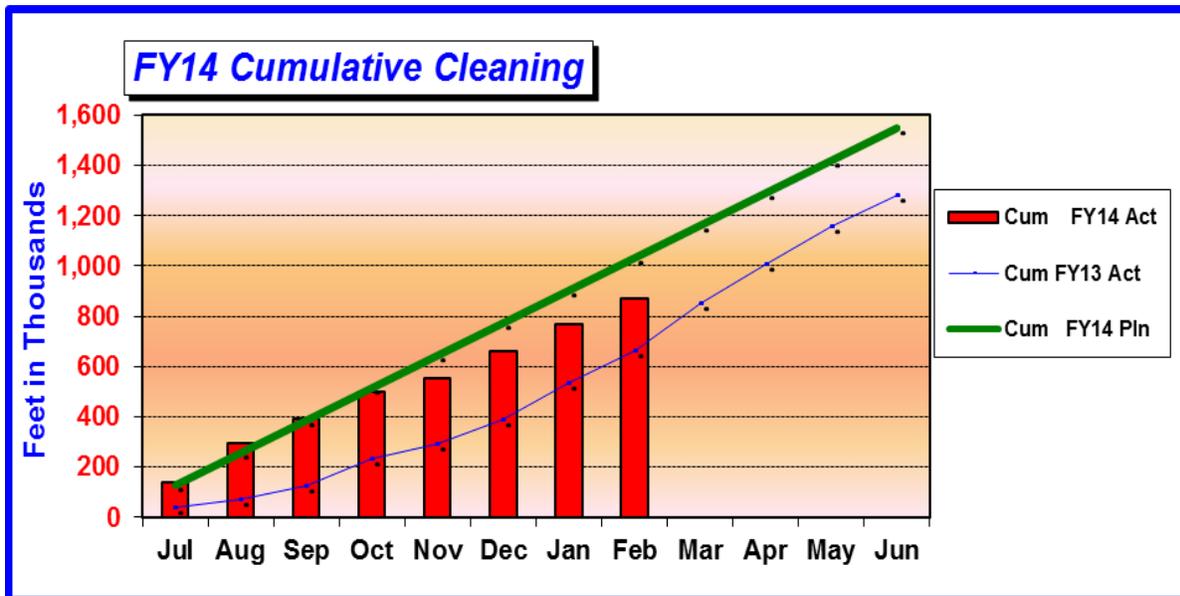
Training for Collections included;

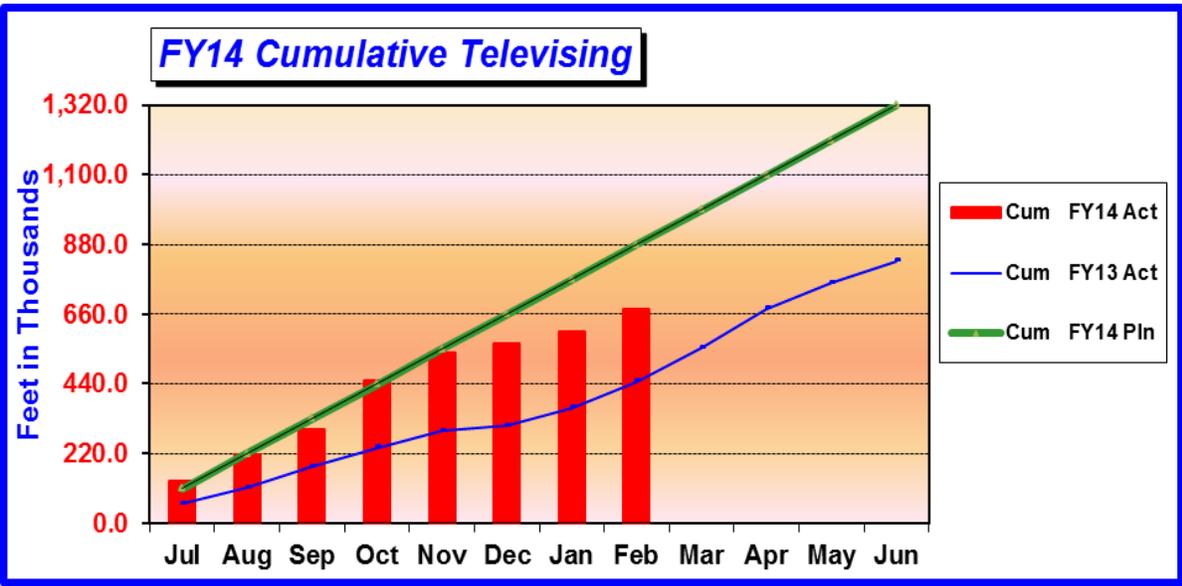
SOP CS 100-4 Pot Holing, SOP CS 103 SSO Response, SOP CS 104-2 Make a Bullet Connection, SOP CS 104-3 Rebuild RST Mainline Tractor, SOP CS 104-4 Camera Evacuation/Charging (RST), SOP CS 509 Trench Shoring, SOP CS 522 Ladder Use, Electrical Safety, Knuckle Boom awareness training, and Safety Star Points shared and discussed topics from Safety meeting.

**Future Planning**

- Continue effort of to catch up on 72 Month Cleaning and Inspection PMP
- Evaluate Phase II of 72 Month Pilot TV after rinsing
- Hire new CSW I

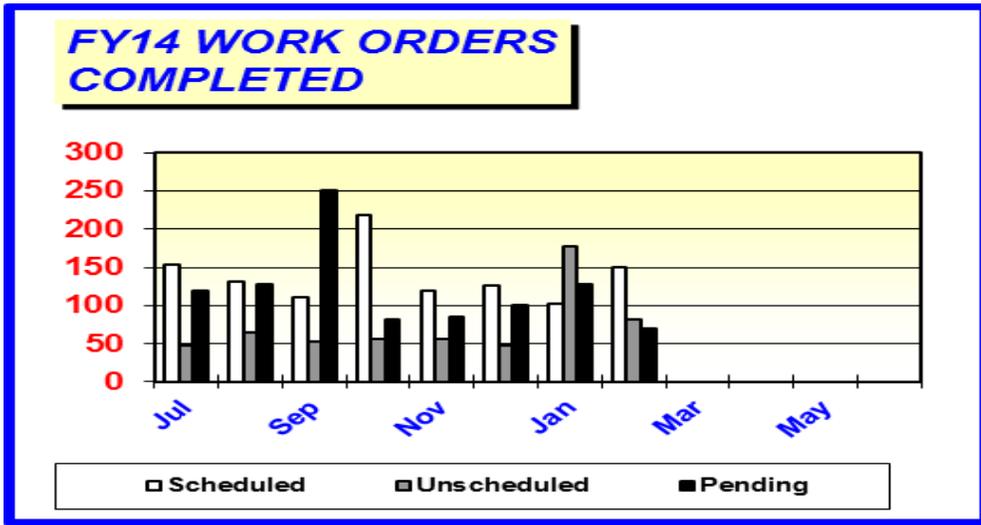
**Performance Measures**



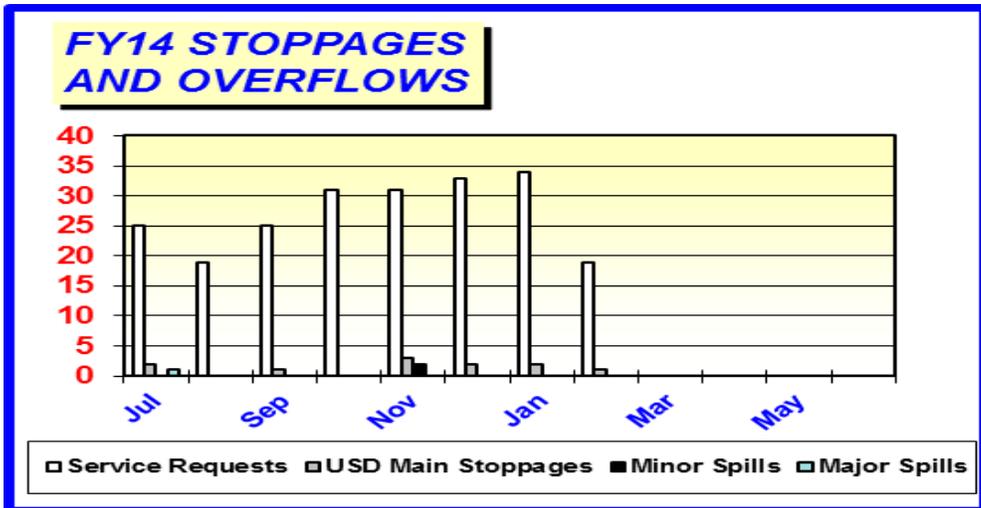


**Other Collection Services Status Data:**

**Support Team Work Order Status:**



**C/S Maintenance Status:**



**MONTHLY OPERATIONS REPORT FOR THE MONTH OF FEBRUARY 2014  
TECHNICAL SUPPORT WORK GROUP SUMMARY**

**Capital Improvement Program**

**Cogeneration Project** – The Contractor delivered the two engine generators, bridge crane, and switchgear and set the equipment inside the new Cogeneration Building. The Contractor continued to install the structural steel and wall panels of the Cogeneration Building.

**Lift Station No. 1 Improvements Project** – Redwood Coating completed concrete coating work for the Lift Station wet well and Pump Bays No. 3 and No. 4. The lower bearing assembly rollers were shipped to Massachusetts for refurbishment.

**MCC Replacement Project – Phase 2** – Installed and conducted start-up for MCC 27 located in Sludge Pump Room No. 4. Testing of MCC 14 was completed. MCC 14 will be installed in March.

**Customer Service**

Trouble Calls dispatched from the Front Desk during business hours:

<b>Fremont</b>	<b>Newark</b>	<b>Union City</b>	<b>Total</b>
<b>11</b>	<b>4</b>	<b>2</b>	<b>17</b>

**Communication & Graphics**

- Private Lateral Public Outreach Project
  - Continued to research and secure all public meeting locations
  - Developed all outreach materials: Notice to Property Owners, four separate Public Meeting notices, fact sheets for Cities, meeting presentation materials (PowerPoint, handouts, posters), door hangers for neighborhood notification
  - Coordinated all mailings of notices and professional printing of door hangers
  - Participated in outreach meetings; engaged citizens
  - Coordinated forwarding of information to representatives of affected cities (e.g. to COF for upload to their website)
  - Arranged for and purchased refreshments, drove all presentation equipment and materials to locations and set up
- CWEA Job Fair
  - Assisted engineers with presentation materials – photos, posters, etc.
- Bayworks Job Fair
  - Represented USD with Public Outreach Coordinator at SFPUC in San Francisco
- Public Website Improvements
  - Continued work to analyze internal focus group input and develop external focus group meetings
  - Emailed newsletter survey respondents to gauge interest
- Public Website Finance Page
  - Updated all financial information and graphics

**Communication & Graphics (continued)**

- Restaurant Capacity Fee Research
  - Researched with restaurant real estate representatives, city economic development departments, and chambers of commerce to find drivers of location decisions for restaurants – summarized for Board
  - Participated in meeting with City of Fremont representatives to discuss capacity fees

**Environmental Compliance**

**Pollution Prevention Program**

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
11	10	3

**Misc. Pollution Prevention (Dental trainings, Plumbing Contractor training, etc.)**

Name of Event	Date
SFPUC Baywork Open House	February 19
Fremont Christian School Science Fair	February 25

**Reports (Annual Pollution Prevention, City of Fremont reports, etc.)**

Report Name	Date Report Completed and Submitted
None	

**Pollution and Prevention**

Business Inspected			Illicit Discharge Complaints	Type	Enforcement Actions	
UR	FOG	Total			UR	FOG
91	32	123	3	Verbal Warning	17	3
				Notice of Deficiency	0	0
				Warning Letter	2	7
				Notices of Violation	5	0
				Admin Fine	3	0
				Legal Action		

**Industrial**

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

Report Name	Date Report Completed and Submitted
2013 Annual Pretreatment Report	February 28, 2014

**Pending Permits**

New Industrial/Groundwater Permits	Groundwater/Temporary
None	

**Permits Issued**

Company Name	Date Permit Issued
None	

**Industrial Closures**

Company Name	Date of Closure
None	

**Enforcement Action**

Violation	IU Name & Nature of Business	City (F, N, UC)	Parameters Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated (mg/L)	Comments
None						

- (1) Warning Letter (WL), Notice of Violation (NOV), Administrative Order (AO), Cease & Desist Order (C&D), Significant Non Compliance (SNC), (EM) Enforcement Meeting
- (2) Fremont (F) Newark (N) Union City (UC)
- (3) Daily Max (DM) Monthly Average (MA)

**Other - Team training, Special Meetings, Conferences, Special Recognition, IAC (topics)**

Activity	Date of Event	Attendees
CWEA P3S Conference	February 24-26, 2014	Joe Mendoza, Victor Padilla, Jason Yeates

**Engineering/Construction**

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Feb. 2014 Activity
1.	Cogeneration Project – Raymond	\$10,566	9/14	65%	63%	Set the two engine generators, bridge crane, and switchgear inside the Cogeneration Building. Continued with installation of building structural steel and wall panels.
2.	MCC Replacement Project - Phase 2 – Chris P.	\$798	4/14	75%	83%	Installed and started MCC 27 at sludge Pump Room 4. Completed testing and set-up of MCC 14 (to be installed in March).
3.	Internal Lift Station No. 1 Improvements Project – Chris P.	\$747	4/14	89%	84%	Completed concrete coating work for Lift Station No. 1. Lower bearing assembly rollers for lift pumps 3 & 4 were sent to MA.

## Design/Study

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Feb. 2014 Activity
1.	Irvington Basin Master Plan Update – Condition Assessment - Sami	\$30	11/13	99%	100%	Final draft is under review.
2.	Local Limits and Wastewater Treatability Study – Michael D.	\$107	12/14	98%	100%	Ammonia Local Limit presentation to industry in progress
3.	Jarvis Ave. SS Replacement – Chris E.	\$103	4/14	85%	80%	90% design by West Yost due in mid-March.
4.	Pine St. Easement Improvements – Chris E.	N/A	N/A	N/A	N/A	Pursuing structural design solutions to present to RWQCB.
5.	Thickener Control Building Improvements Project – Curtis	\$706	6/13	98%	100%	Bid date extended until April 22 <sup>nd</sup> to allow for additional modifications to the design.
6.	Upper Hetch Hetchy SS Rehabilitation – Chris E.	\$281	3/14	95%	90%	95% design by West Yost just received & now under review.
7.	Primary Digester No. 5 Rehabilitation Project - Chris P.	36	6/14	10%	10%	Conducted kickoff meeting with Water Works Engineers.
8.	Seismic Study - Raymond	\$148	9/14	5%	5%	Consultant selected twenty buildings and structures to begin assessment in March.
9.	Newark Backyard Sewer Relocation – Rollie	\$100	3/15	95%	100%	All property owner approvals have been obtained. Advertising scheduled for 3/24.
10.	Sodium Hypochlorite Tanks A and B Replacement – Derek	\$23	2/18	100%	100%	Advertised 2/21 and Bids Due 3/13
11.	Cherry Street Access Road Improvements - Derek	In-House	3/20	90%	90%	Design to be finished in mid-March.

**Treatment & Disposal  
Activities Report  
February 2014**

**Progress/Accomplishments**

- Maintained 100% compliance with NPDES permits.
- Completed 86% preventive maintenance activities for the month of February.
- Provided annual updates to BAAQMD for plant and pump stations.
- Presented the Treatment Plant Energy Audit recommendations to the ET.
- Presented the Biosolids Dewaterability study results to the ET.
- Submitted and received Board approval for the Hayward Marsh Rehabilitation Study Project.
- Conducted an exercise of the Old Alameda Creek emergency outfall.
- Participated in the BAAQMD annual meeting with BACWA to discuss recent regulatory changes and potential impacts for wastewater agencies.
- Attended California Integrated Regional Water Management (IRWM) grant program regional planning meetings with BACWA and a coastal resiliency group to determine the best partner for submittal of a regional grant application for the Hayward Marsh.
- Attended the Adapting to Rising Tides work group meeting.

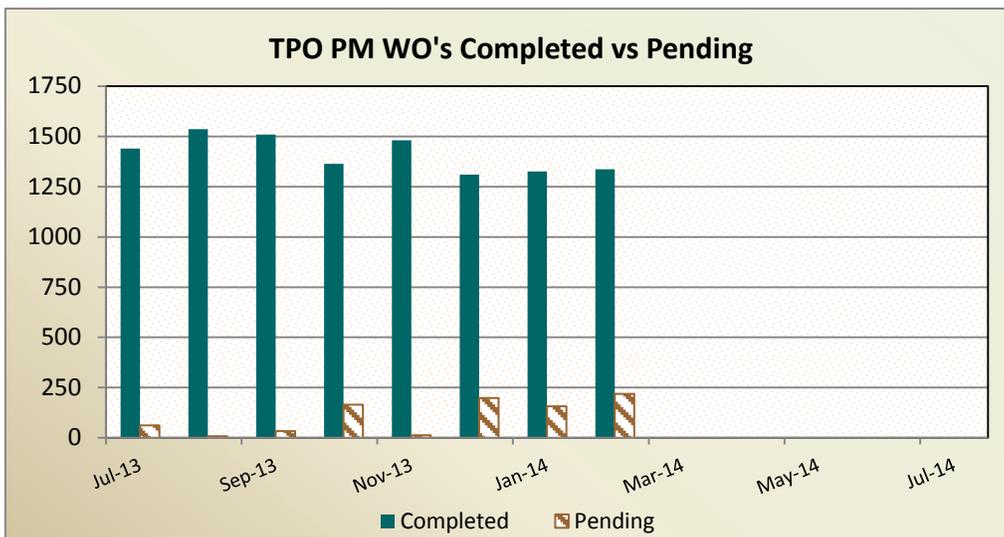
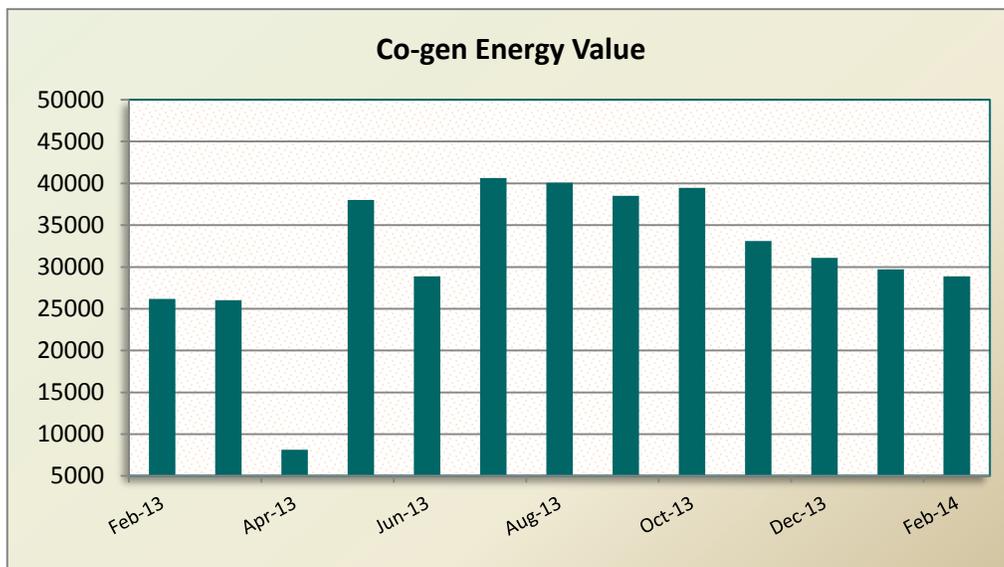
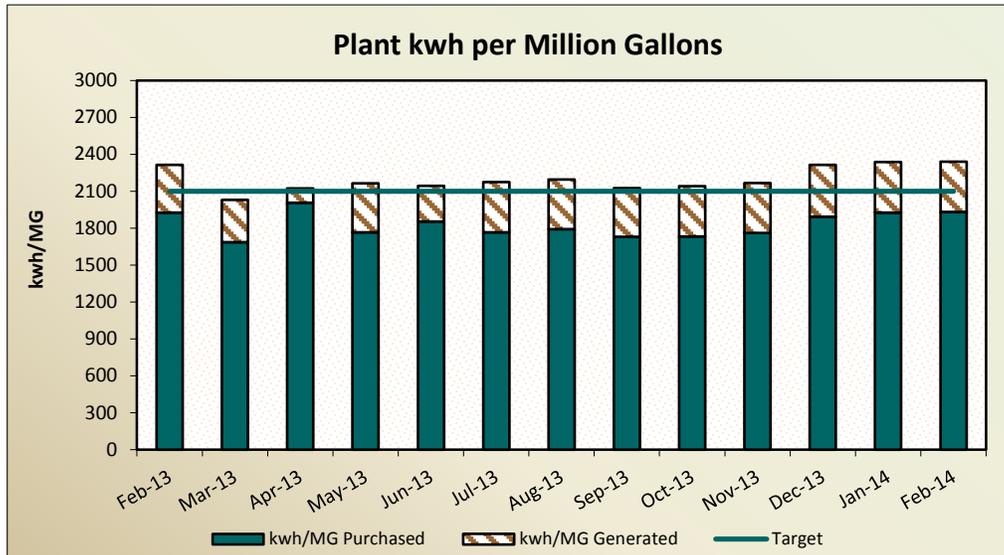
**Future Planning**

- Review and finalize the Hayward Marsh Zeolite-Anammox project report.
- Tour the Ammonia Removal Pilot Project at the Sacramento Regional Treatment Plant.
- Evaluate the cost and feasibility of conducting aside stream treatment pilot study at USD utilizing the AnitaMox process.
- Meet with the regional waterboard and RMC to discuss progress on the Hayward Marsh Rehabilitation project.
- Prepare the NACWA Peak Performance Award application.

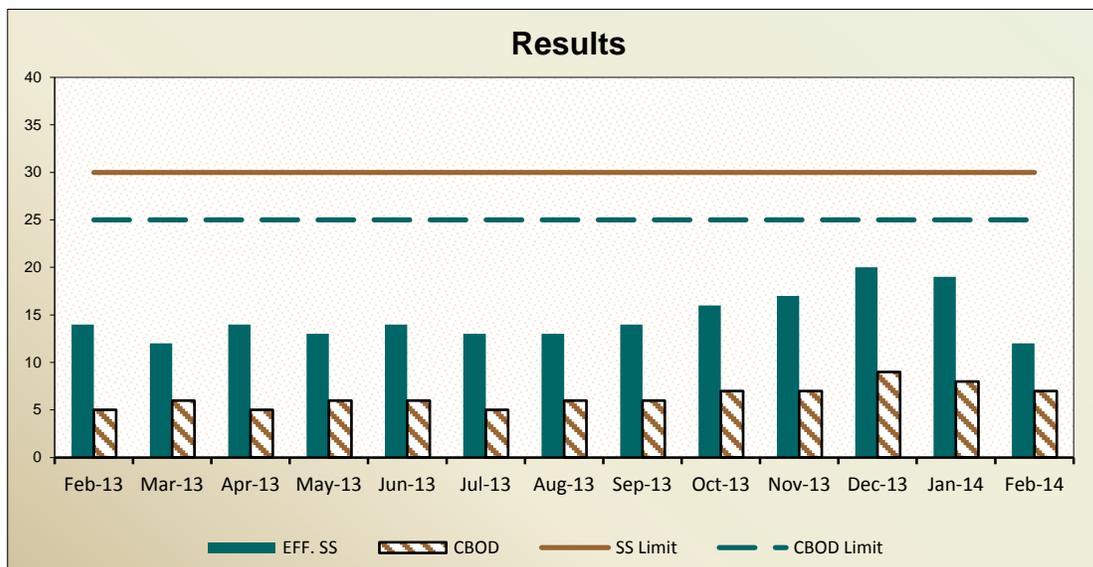
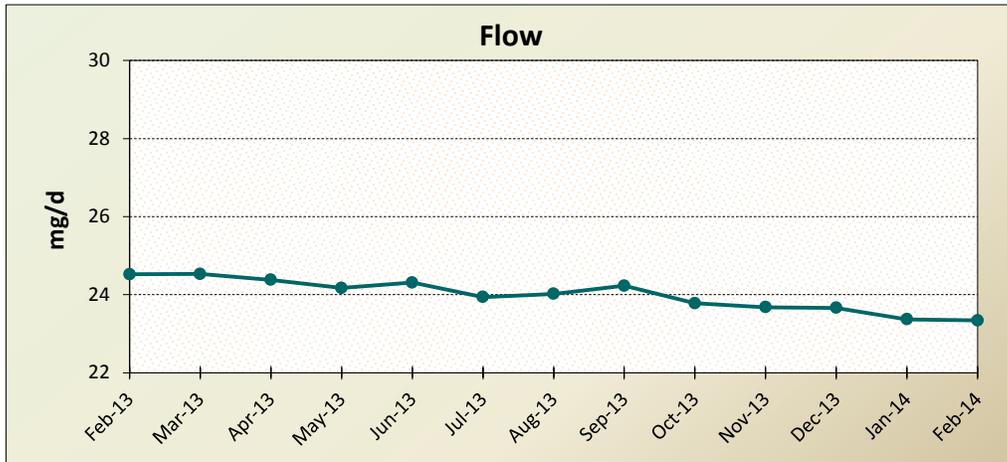
**Other**

- Co-gen system produced 18% of power consumed for the month of February.

## Performance Measurements



## Operational/NPDES Performance



<u>Parameter</u>	<u>Monthly Average</u>	<u>NPDES Permit Limits</u>
SS	12	30 mg/l
BOD	7	25 mg/l
F. Coliform	19 - 42 50 - 56	500, 5-Day Log Mean 1100, 90th Percentile
Copper	5.2	78 µg/l
Nickel	3.4	79 µg/l
Mercury	0.00275	0.066 µg/l
Cyanide	< 3.0	42 µg/l

**FMC  
Activities Report  
February 2014**

**Progress/Accomplishments**

- Completed 91% preventive maintenance activities for the month of February
- Completed 71 corrective maintenance work orders for the month of February
- Installed air bleed piping on all pumps at Boyce Pump Station
- Refurbished odor scrubber fan #9
- Installed odor mister pumps and tubing

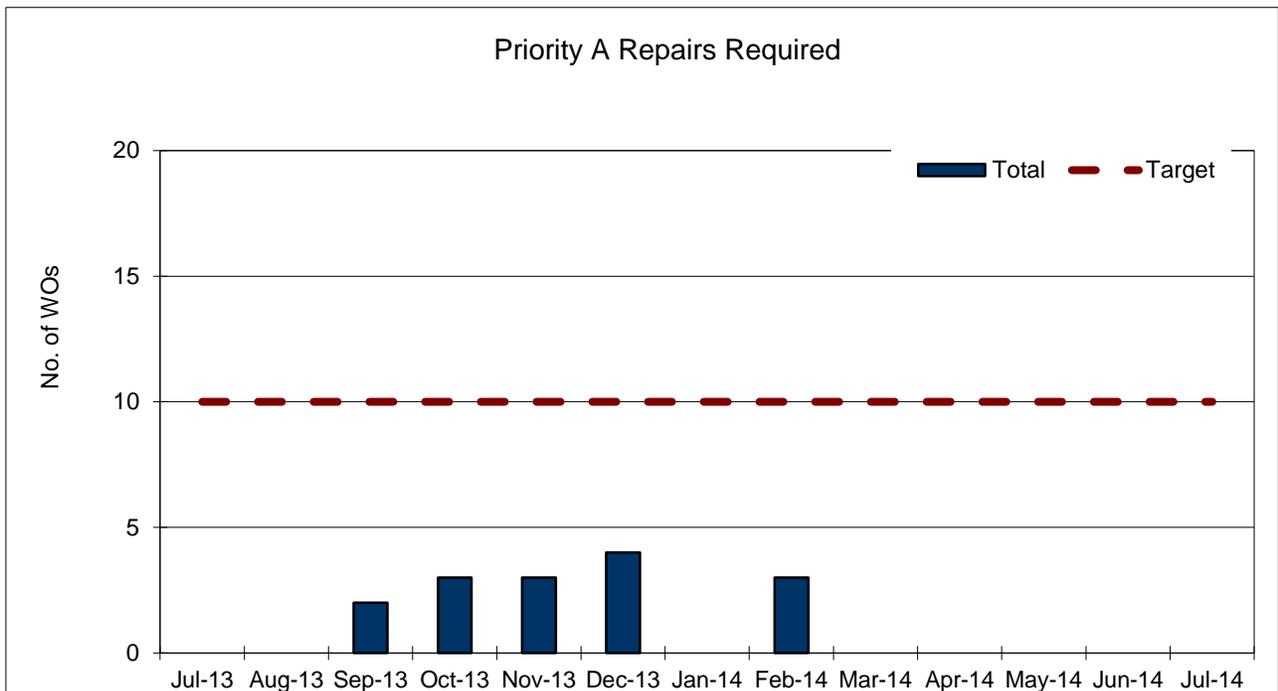
**Future Planning**

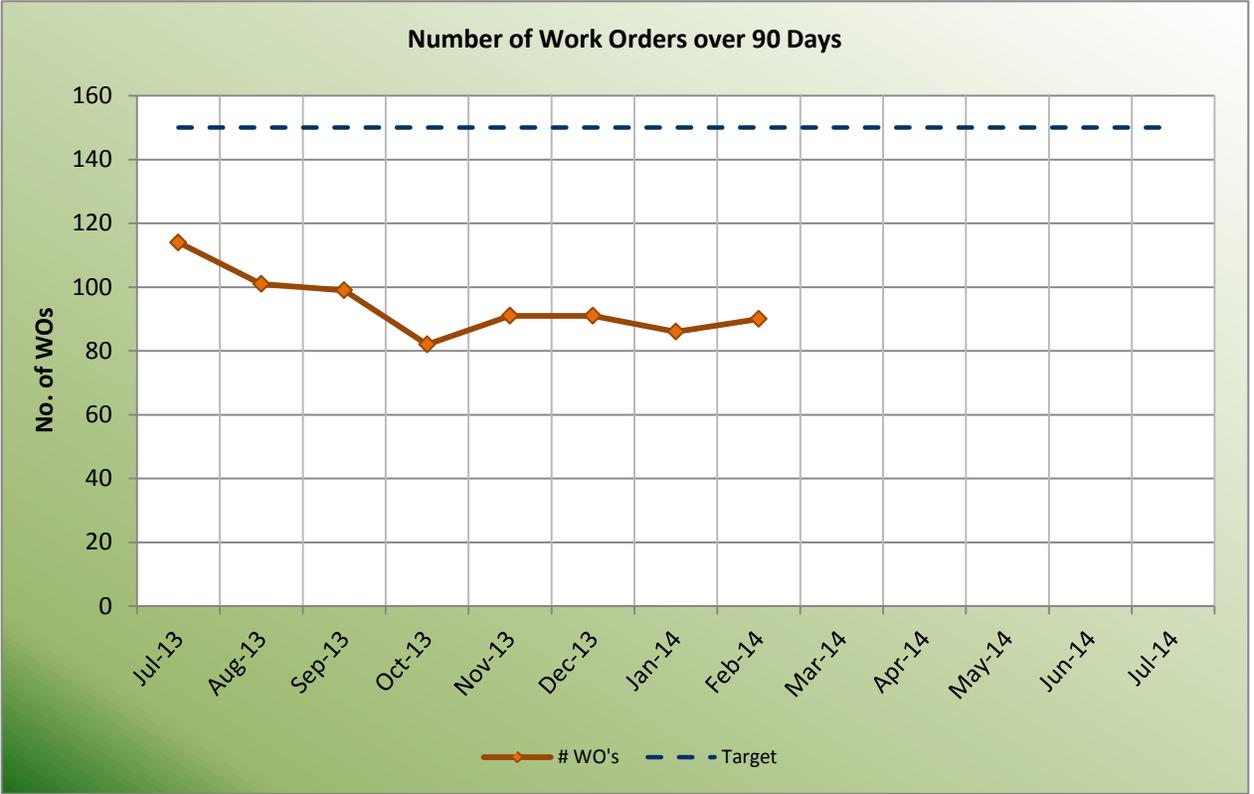
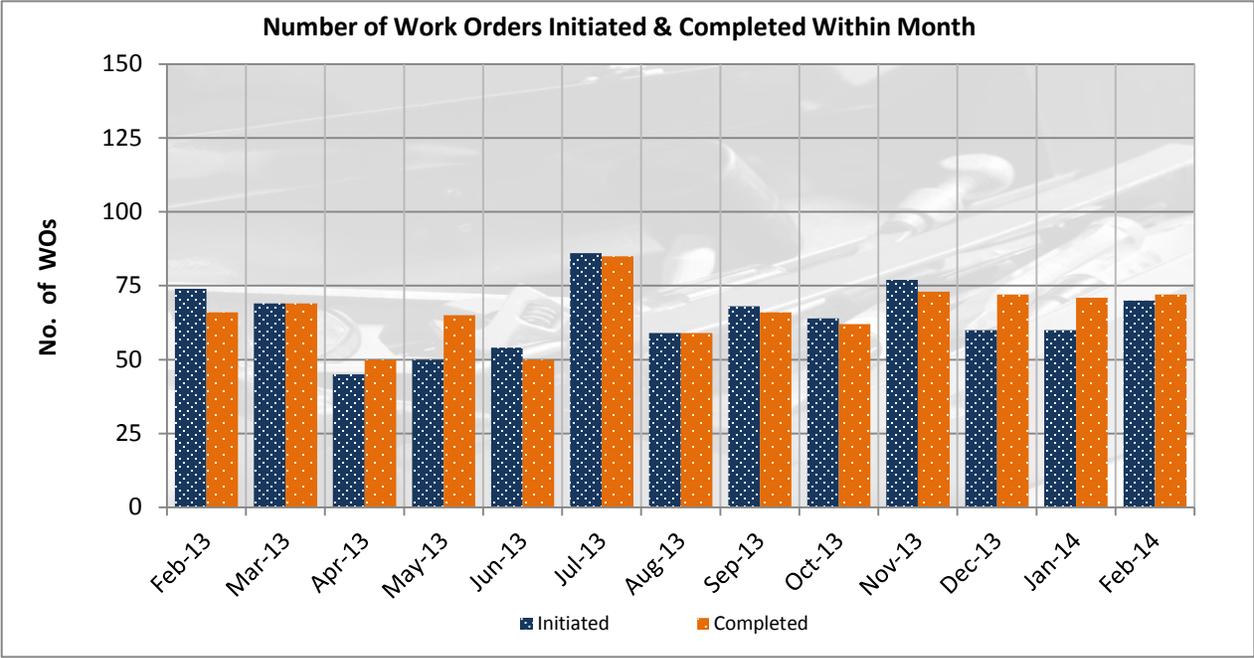
- Assemble Newark Pump Station Pump #1
- Refurbish gravity belt thickener #3
- Repair Alvarado Pump Station foul air ducting

**Other**

- Attend further training for cogeneration engines

**Performance Measurements**







**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 14, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 8 - Meeting of March 24, 2014  
**ALAMEDA COUNTY SPECIAL DISTRICTS ASSOCIATION –  
ELECTION OF SPECIAL DISTRICT'S REPRESENTATIVE TO  
ALAMEDA COUNTY LAFCO**

### **Recommendation**

Determine whether USD's Board of Directors wishes to nominate a candidate to represent Non-Enterprise Special Districts on the Alameda County LAFCo.

### **Background**

Alameda County Special Districts holds 3 seats on the Alameda County Local Agency Formation Commission (LAFCo). One seat is for Enterprise Special Districts, one is for Non-Enterprise Special Districts, and the third is for an Alternate (which may be enterprise or non-enterprise). Non-Enterprise Special Districts are those that are typically funded through property taxes and not through user fees.

At the end of June, 2014, the four-year term of the current Non-Enterprise Special District representative, Ayn Wieskamp, from East Bay Regional Parks District will expire. Ms. Wieskamp has indicated that she will be seeking re-election. Although USD is an Enterprise Special District and not eligible for this seat, USD can offer a nomination for the position. The following agencies are the current Non-Enterprise Special Districts in Alameda County:

- Alameda County Mosquito Abatement District
- Alameda County Resource Conservation District
- East Bay Regional Park District
- Fairview Fire Protection District
- Hayward Area Recreation and Park District
- Livermore Area Recreation and Park District

Attached is the nomination form should the Board wish to nominate a candidate. Director Kite is USD's representative to Alameda County Special District's Association and may wish to make a recommendation to the Board.

Attachments

**Alameda LAFCo  
Special District Regular Non-enterprise Seat Election 2014**

Please complete the following information and  
return by **Friday, May 2, 2014 to:**

Mona Palacios, Executive Officer  
Alameda LAFCo  
1221 Oak Street, #555  
Oakland, CA 94612  
Telephone: 510.272-3894  
Fax: 510.272-3784

Name of presiding officer or designee who will attend and vote at the May 14, 2014 ISDSC election meeting at 10 am at the Eden Township Healthcare District located at 20400 Lake Chabot Road, Suite 104 in Castro Valley.

NAME: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

-----

**NOMINATING DISTRICTS ONLY**

You may nominate a maximum of one Board member for the LAFCo regular non-enterprise special district seat and the nomination must be ratified by a Board resolution prior to May 14, 2014.\*

Candidate Name for Regular Non-enterprise Seat:

\_\_\_\_\_

***\* If your district is nominating a candidate, you must notify all 14 other independent district presiding officers by mail, fax or e-mail (see enclosed list of contact information).***

**Members**

**Ayn Wieskamp**  
Special District Member

**Nate Miley**  
County Member

**Tim Sbranti**  
City Member

**Sblend Sblendorio, Chair**  
Public Member

**Ralph Johnson**  
Special District Member

**Scott Haggerty**  
County Member

**John Marchand, Vice Chair**  
City Member

**Alternates**

**Georgene Vonheeder-Leopold**  
Special District Member

**Wilma Chan**  
County Member

**Jerry Thorne**  
City Member

**Tom Pico**  
Public Member

**Executive Officer**

Mona Palacios

February 6, 2014

Board Presidents

Independent Special District Selection Committee

Subject: Alameda LAFCo – Notice of Regular Non-enterprise Special District Seat Term Expiration

Dear Committee Members:

This letter serves as notice that the term of the non-enterprise Special District Member on the Alameda Local Agency Formation Commission (LAFCo) will expire on May 5, 2014 (the first Monday in May). Therefore, Alameda LAFCo, in conjunction with the Alameda County Chapter of the California Special Districts Association, is calling a meeting of the Alameda County Independent Special District Selection Committee (ISDSC) for **Wednesday, May 14, 2014 at 10:00 am**, at the **Eden Township Healthcare District** located at 20400 Lake Chabot Road, Suite 104 in Castro Valley. Candidate nominations are **due Friday, May 2, 2014**. Please note that the incumbent, Ayn Wieskamp, has indicated that she plans to seek re-nomination.

Alameda LAFCo’s mission is to work for the citizens and government agencies of Alameda County by ensuring efficient municipal services, balancing infrastructure needs for sustainable growth, and conserving the environment and public resources such as prime agricultural and open space land. Being on LAFCo offers an opportunity for special districts to have a voice in governmental reorganization issues potentially affecting them, as well as the County overall. The independent special districts in Alameda County have had two regular seats and one alternate seat on Alameda LAFCo since July 1994.

The purpose of the ISDSC is to elect special district members to LAFCo. The ISDSC consists of the presiding officers of the legislative bodies of each independent special district in Alameda County. Pursuant to Government Code §56332 and the ISDSC rules, a district’s Board may appoint one of its members to attend the meeting if the presiding officer is unable to attend. For your information, enclosed are the ISDSC’s rules (Attachment 1) and Government Code Section 56332 (Attachment 2).

For this election each independent special district is entitled to nominate one Board Member. Because this is for the the non-enterprise regular member, nominees must be from the non-enterprise districts. The nominees must meet the eligibility requirements outlined in Section VI of the ISDSC’s rules. A nomination and voting delegate form is enclosed for your use (Attachment 3). Eligible nominees may circulate a statement of qualifications prior to or at the May 14<sup>th</sup> ISDSC meeting.

Per the ISDSC's rules, any district nominating a candidate must ratify that nomination by Board resolution. Furthermore, upon nomination, the nominating district must notify in writing all other districts of their candidate selection. No resolution is needed from a district that does not wish to nominate a candidate. Attached is a list of each district's contact information (Attachment 4).

Please note the following timeline:

Deadline	Action
<b>Friday, May 2, 2014</b>	<b>Nominations due</b> from each district. Please complete and return the attached form to Alameda LAFCo. <i>Please note that pursuant to Government Code §56332, "if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings."</i>
<b>Friday, May 2, 2014</b>	Each district submits the name of the presiding officer or designee (must be an elected board member) who will be voting at the May 14 <sup>th</sup> meeting. Please complete and return the attached form to Alameda LAFCo.
<b>Before Wednesday, May 14, 2014</b>	All nominating agencies must ratify their district's nominee via Board resolution and send a notice of the nomination to the presiding officers of all the other districts (see attached contact information). Please submit a copy of the resolution to Alameda LAFCo.
<b>Wednesday, May 14, 2014 10:00 am</b>	Independent Special Districts Selection Committee meeting at Eden Township Healthcare District.

Please contact me should you have any questions at (510) 272-3894 or [mona.palacios@acgov.org](mailto:mona.palacios@acgov.org).

I look forward to working with you on this process.

Sincerely,  
  
 Mona Palacios  
 Executive Officer

Attachments:

1. ISDSC Rules
2. Government Code Section 56332
3. Nomination and Voting Delegate Form
4. Special District Contact Information

V:\LAF\Special District LAFCo Elections\May 2014, reg non-enterprise\term expiration notice to ISDSC.doc

- |  |   |
|--|---|
| c: Dr. Chindi Peavey, Alameda County Mosquito Abatement District | Tara Reyes, Fairview Fire Protection District         |
| Walt Wadlow, Alameda County Water District                       | John Gouveia, Hayward Area Recreation & Park District |
| Katherine Boxer, Alameda County Resource Conservation District   | Tim Barry, Livermore Area Recreation & Park District  |
| Roland Williams, Castro Valley Sanitary District                 | Jason Warner, Oro Loma Sanitary District              |
| Deborah Stebbins, City of Alameda Health Care District           | Richard Currie, Union Sanitary District               |
| Bert Michalczyk, Dublin San Ramon Services District              | Nancy Farber, Washington Township Hospital District   |
| Alex Coates, East Bay Municipal Utility District                 | Lou Andrade, Alameda County Special Districts Assn.   |
| Bob Doyle, East Bay Regional Park District                       | Samira Hamid, Ala. County Special Districts Assn.     |
| Dev Mahadevan, Eden Township Hospital 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 17, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Richard B. Currie, General Manager/District Engineer  
Richard A. Cortes, Business Services Manager  
Rufus Tai, Sr Database Administrator/Developer

**SUBJECT:** Agenda Item No. 10 - Meeting of March 24, 2014  
Authorizing the General Manager to Execute an Agreement with Systemates, Inc. for Purchase and Implementation of a Capital Program Management System

### **Recommendation**

Staff recommends the Board authorize the General Manager to execute an Agreement with Systemates, Inc. in the amount of \$149,265 for the purchase and implementation of a Capital Program Management System.

### **Background**

The FY'14 IS budget includes funds for purchase and implementation of a Capital Program Management System (CPMS). The total project is budgeted at \$150,000. A request for proposals (RFP) was developed and issued on July 18, 2013. The RFP was sent to four firms. Responses were received from four firms:

- Systemates, Inc.
- e-Builders, Inc.
- CIP Planner Corp.
- Capitalsoft

The proposals were evaluated by the following members of the CPMS Project Team:

- Sami Ghossain, Manager of Technical Services

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](http://www.unionsanitary.com)

- Raymond Chau, Capital Improvement Projects Coach
- Rufus Tai, Senior Database Administrator/Developer

Three firms were invited to interview and two firms were selected to further demonstrate and test their systems:

- Systemates, Inc. (Demonstrated and tested)
- e-Builders, Inc. (Demonstrated and tested)
- CIP Planner Corp.

Based on their price, experience, and proposed solution, Systemates, Inc. was selected for the project.

As recommended in the 2012 IT Master Plan, this project will implement a software system that will provide a communication hub for all project participants, manage the flow of project documents, and replace the Excel workbooks that are currently utilized to manage project finances. The project is anticipated to be completed by Fall 2014.

The foundation of the solution proposed by Systemates is their commercial off-the-shelf (COTS) Projectmates software application. The 2012 IT Master Plan recommends procuring COTS software for major applications as a critical success factor. Also, there are additional Projectmates custom reports and functions that the project team evaluated and recommends to purchase.

The CIP Team requested Systemates customize their software to follow the current work processes for managing construction documents such as requests for information, submittals, and invoices. Additionally, the CIP Team requested several custom reports to provide current project financial and schedule information that will assist staff in monitoring the status of all projects.

Staff worked with the vendor to amend their standard software license agreement. District legal counsel has reviewed the resultant software sales agreement and has no issues with it. The implementation agreement is the District's standard form.

Staff recommends that the Board authorize the General Manager to execute an agreement in the amount of \$149,265 for implementation of a Capital Program Management System.

RBC/RAC/RT

Agenda Item No. 10  
Meeting of March 24, 2014  
Page 3

Attachment: Software License Agreement, Software Services Implementation Agreement

# SOFTWARE LICENSE AGREEMENT

## PROJECTMATES® COLLABORATION SERVER (SELF HOSTED)

License Agreement  
Date: March 13, 2014

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**PROJECTMATES® COLLABORATION SERVER  
SOFTWARE LICENSE AGREEMENT**

AGREEMENT made this 13<sup>th</sup> Day of March 2014 by and between Systemates, Inc. ("Licensor"), having its principal place of business at 2435 N Central Expy, Suite 880, Richardson, Texas 75080 and Union Sanitary District ("Licensee"), having its principal place of business at 5072 Benson Rd., Union City, CA 94587. NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

---

**1. Definitions**

**1.1 ACCEPTANCE**

"Acceptance" of Software means completion of the acceptance testing process set forth in Section 3 of this Agreement.

**1.2 AGREEMENT**

"Agreement" includes this agreement and its Schedules and Riders.

**1.3 DELIVERY DATE**

"Delivery Date" is the date on which Licensor ships the Software to Licensee.

**1.4 DESIGNATED ENVIRONMENT**

"Designated Environment" means the computer equipment and software operating system described on Schedule B.

**1.5 DOCUMENTATION**

"Documentation" means the user, system and installation documentation for the Software.

**1.6 ERROR**

"Error" means a material failure of the Software to function in conformity with the Specifications.

**1.7 LICENSE**

"License" means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

**1.8 LICENSED COPIES**

"Licensed Copies" means the number of copies of the Software and Documentation being licensed to the Licensee.

**1.9 LOCATION(S)**

"Location(s)" means Licensee's offices at the location(s) specified in Schedule C.

**1.10 MAINTENANCE AGREEMENT**

"Maintenance Agreement" means the Software Maintenance Agreement between the parties effective as of the date of this Agreement.

### **1.11 PRICE**

"Price" shall be those amounts set forth in the Projectmates Proposal for Self-hosted Solution which shall be billed to Licensee in an amount indicated in such Proposal.

### **1.12 RIDER**

"Rider" refers to any riders attached to this Agreement, or any subsequently prepared document, which the parties agree in writing to be considered a Rider.

### **1.13 SCHEDULE**

"Schedule" refers to any schedule attached to this Agreement, or any subsequently prepared document, which the parties agree in writing to be considered a Schedule.

### **1.14 SOFTWARE**

"Software" means the computer programs specified in Schedule A in machine-readable, object code form, and any computer programs delivered to Licensee in machine-readable, object code form as Maintenance Releases and Product Releases (as these terms are defined in the Maintenance Agreement).

### **1.15 SPECIFICATIONS**

"Specifications" means Licensor's current published Product Release Definitions.

### **1.16 TARGET DATE**

"Target Date" means the date set forth on Schedule A hereto by which both parties anticipate delivery of the Software.

### **1.17 WARRANTY PERIOD**

"Warranty Period" means ninety (90) days from the date of Acceptance, or as long as the Software Maintenance policy is valid.

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## **2. Software License**

### **2.1 LICENSE**

Licensor grants Licensee a non-exclusive, non-transferable license to (1) use the Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment, and (2) copy the Software and Documentation for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all such copies shall be subject to the terms of this Agreement.

### **2.2 DISTRIBUTION**

Except as explicitly provided herein, Licensee shall not: (1) make available nor distribute all or part of the Software or Documentation to any third party by assignment, sublicense or by any other means; (2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation; or (3) use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment.

---

## **3. Installation and Acceptance**

Licensor shall use reasonable efforts to deliver the Licensed Copies of the Software and Documentation to the Location(s) on or about the Target Date. Licensee shall have thirty (30) days from operational use to perform acceptance testing. Licensee's Acceptance of the Software shall occur at the after Licensee's operational use of the Software, or the expiration of thirty (30) days from the without the provision of notice by Licensee to Licensor of any Error(s). If Licensee provides notice to Licensor of any Error(s) and Licensor verifies the alleged Error(s), the Software shall be accepted upon Licensor's correction of such Error(s).

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#### 4. Price and Payment

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##### 4.1 PRICE

Licensee shall pay the Price in accordance with the undisputed invoices submitted.

##### 4.2 TAX

Unless the corporation is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes in accordance with this Agreement.

##### 4.3 INTEREST

Failure by Licensee to pay any undisputed amounts invoiced under this Agreement in full in accordance with this Agreement shall make Licensee liable to pay Licensor interest at the rate of one and a half percent (1.5%) per month on the remaining amount due, or at the highest amount permitted by applicable law such interest to accrue on a daily basis.

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#### 5. Proprietary Rights

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Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software, Documentation and Specifications are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

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#### 6. Confidentiality

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##### 6.1 CONFIDENTIAL INFORMATION

"Confidential Information", shall mean the Software, Documentation, Specifications. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have. This obligation of confidentiality will not apply to information that is subject to Freedom of Information Act and California Public Records Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing

party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

## 6.2 UNAUTHORIZED DISCLOSURE

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

---

## 7. Warranty

### 7.1 OPERATION

[Refer to section IX of the RFP for additional USD terms on Warranty]

#### 1. Warranty

- a. The District will require 90 days warranty period from the vendor. The supplier shall include maintenance coverage during the warranty period.
- b. The Vendor warrants that the Software/Solution will perform in accordance with the Vendor's representations as stated in the Contract.
- c. The Warranty Period for the Software/Solution will commence when the District has placed its Software/Solution in production.
- d. If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Vendor shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labor, freight and insurance to and from the District location.
- e. If any defect in the Software/Solution is not rectified by the Vendor before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the District,
  - i. the defect has been corrected; and
  - ii. the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- f. Despite any other provision, the District may return a defective Software/ Solution to the Vendor within ten (10) days of delivery of the Software/Solution and the Vendor shall immediately provide full exchange or refund.

Licensor represents to Licensee that: (1) during the Warranty Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Warranty Period of any Errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the Specifications.

### 7.2 CORRECTION

In the event that Licensee notifies Licensor of an Error during the Warranty Period, Licensor's sole liability, and Licensee's sole remedy, will be Licensor's use of reasonable efforts to correct such Errors or, in Licensor's sole discretion, to refund the portion of the prepaid Price applicable to the portion of the Software which is defective, or the full Price (excluding setup, implementation, training, ~~customization~~, consulting fees) if such defect renders the product unusable.

### 7.3 TECHNICAL SUPPORT

Licensor shall provide technical support for the Projectmates application if any required by the Licensee free of charge during the subsistence of this Agreement provided that the Licensee maintains annual Projectmates Maintenance Agreement. End-user support is not part of this agreement.

### 7.4 WARRANTY DISCLAIMER

THE WARRANTY SET FORTH IN THIS SECTION 7 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE.

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## **8. Indemnity**

### **8.1 INDEMNIFICATION**

Licensor hereby indemnifies Licensee against any claim that the Software, furnished and used within the scope of this Agreement, infringes any U.S. registered copyright or patent, provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over the defense and/or settlement of the claim, and Licensee fully cooperates with Licensor in such defense and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Specifications.

### **8.2 ALTERED VERSION**

Licensor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered version of the Software if infringement would have been avoided by the use of a current or unaltered version of the Software which Licensor made available to Licensee; or (b) the combination, operation or use of the Software with software, hardware or other materials not furnished by Licensor.

### **8.3 INJUNCTION**

If a final injunction is obtained against the use of any part of the Software by reason of infringement of a U.S. registered copyright or patent, Licensor will, at its option and expense, either (1) procure for Licensee the right to continue to use the Software; (2) modify the Software so that it becomes noninfringing; or (3) repurchase the Software and Documentation less depreciation at the rate of twenty-five percent (25%) per year, or pro rata for part of the year, from the date of Acceptance to the date of removal of the Software. If Licensor selects this third option, Licensee shall, immediately upon receipt from Licensor of the payment set forth above, at Licensor's option destroy or return all copies of the Software and Documentation in its possession or under its control.

### **8.4 LIABILITY**

The foregoing states Licensor's entire obligation and liability with respect to the infringement of any property right.

### **8.5 INFRINGEMENT**

Licensee hereby indemnifies Licensor against any claim for (1) alleged infringement of any U.S. registered copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

---

## **9. Limitation of Liability**

### **9.1 LIMITATION**

LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY

CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENCE OF THE LICENSOR, ITS AGENTS OR EMPLOYEES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

## **9.2 FORCE MAJEURE**

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

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## **10. Term and Termination**

### **10.1 TERMINATION**

The License granted herein shall remain in effect perpetually unless terminated as provided for in Sections 10.2 or 10.3 herein.

### **10.2 BREACH**

Licensor may terminate this Agreement and the License, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of (1) any breach by Licensee of Sections 2, 5 or 6 of this Agreement which cannot be remedied within forty-eight (48) hours of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License; (2) any material breach of Sections other than those set forth above which cannot be remedied within thirty (30) days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License; or (3) Licensee's making an assignment for the benefit of its creditors, the filing under any voluntary bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import in connection with Licensee, or the appointment of a trustee or receiver for Licensee or its property.

### **10.3 REMEDY**

Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement, which is not remedied within thirty (30) days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

### **10.4 CESSATION OF USE**

Upon termination of this Agreement, Licensee shall cease using the Software and Documentation and promptly return all copies of the Software, Documentation and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on or off-line computer memory, and destroy all copies of such materials, which also incorporate Licensee's Confidential Information. Licensor shall be entitled to enter the Location(s) to repossess and remove the Software, Documentation, and any other Confidential Information. Licensee shall, within five (5) days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Software and Documentation have been returned, deleted and destroyed.

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## 11. General

### 11.1 HEADINGS

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

### 11.2 VALIDITY

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

### 11.3 BINDING

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

### 11.4 NO WAIVER

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

### 11.5 SOLICITATION

Licensee shall not solicit the employment of nor employ any Licensor personnel who has been directly involved in the development, sale, installation, or support of the Software for a period of two (2) years from the later of the termination of such individual's employment at Licensor or the last date of Acceptance of any Software.

### 11.6 CALIFORNIA LAW

This Agreement shall be deemed to have been executed in the State of California and will be governed by and construed in accordance with the laws of the State of California. The parties hereby consent to the jurisdiction of the courts of the State of California or the United States District Court for the Ninth District of California for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

### 11.7 NOTICE

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement, and addressed to the attention of:

if to Licensor: Hemant Bhawe, Systemates, Inc. 2435 N Central Expy Suite 880, Richardson, TX 75080

if to Licensee: Rufus Tai, Union Sanitary District, 5072 Benson Road, Union City, CA 94587

Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

### 11.8 ATTORNEYS' FEES

Licensee shall be responsible for Licensor's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement or held harmless by virtue of court of jurisdictions decision that licensee did not breach terms of agreement, in that case, no attorney fees will be paid to licensor by licensee.

**11.9 SURVIVAL**

Sections 5, 6, 8, 9 and 11 shall survive the termination of this Agreement for any reason.

**11.10 ENTIRE AGREEMENT**

This Agreement including Schedules A, B and C comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSOR

By: Hemant Bhave

Name: Hemant Bhave

Title: Vice President

Date: 3/13/2014

Schedule A

**PROJECTMATES COLLABORATION SERVER COMPONENTS**

- Projectmates Collaboration Server and all embedded applets and DLLs for single server installation for the URL specified in Schedule C.
- Active Directory Sync
- Projectmates Portfolio Reports
- Projectmates Administrator Guide
- Projectmates Quick Start Guide
- Projectmates User Guide
- Optional 3<sup>rd</sup> party Brava! viewer software is NOT included under this contract.

**ANTICIPATED DELIVERY**

- The anticipated delivery and installation of the software is set for March 1, 2014

**MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS**

**Server Environment**

**OPERATING SYSTEM/SOFTWARE :**

- Microsoft Windows 2008 R2 Server with latest Service Packs
  - Microsoft .Net Framework 4.0 with latest Service Packs
  - IIS 7.0 or higher with all role features except FTP Server
  - IIS 6.0 Manager SMTP server
  - Commercial 5 year SSL Certificate installed on "Default Web Site"
  - Local Windows Server Administrator account with full administrative privileges
- Microsoft SQL Server 2008 R2 for 2 CPUs with latest Service Packs including:
  - SQL Reporting services
  - SQL Management Studio
  - Full Text Search enabled
  - Configured for Windows Authentication

**HARDWARE**

- Dedicated professional server
- 2 processors - Quad Core Intel® Xeon® latest model
- Memory – 16 GB
- RAID 5 configured 3 Hard Drives 500GB each - SCSI for high performance or SATA for higher capacity
- Tape/HD backup w/ backup software
- Redundant power supply
- Back-up power/UPS

**CONNECTIVITY**

- T1 or DSL connection w/ 1 static external IP routed to the server
- Fully Qualified Internet URL such as [www.USDProjects.com](http://www.USDProjects.com)
- Port 80 and SSL 443 for web, and port 25 for email open to and from the Internet
- Accessible from the internet for Remote Desktop (for Systemates installation manager with full admin rights, for installation and maintenance purposes).
- Port 80 and 1433 between Web and SQL server

*Schedule C*

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**LICENSEE SERVER LOCATION**

(A location where Projectmates Collaboration Server is installed)

Union Sanitary District

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5072 Benson Rd., Union City, CA 94587

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**SERVER URL**

www.USDProjects.com

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## **TERMS AND CONDITIONS AND CONSULTANT AGREEMENT SOFTWARE SUPPORT SERVICES**

In consideration of the mutual promises contained herein, the Union Sanitary District (hereinafter referred to as "DISTRICT") and the CONSULTANT agree as follows:

Hereinafter referred to as "District"), and (*Systemates*) (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the District desires to obtain the Purchase and Implementation of a *Capital Program Management System, ProjectMates* (hereinafter referred to as Project), and has issued a Request for Proposals dated *July 18<sup>th</sup>, 2013*, a copy of which is attached hereto and incorporated herein as Exhibit A, and;

WHEREAS, the Consultant desires to furnish such services and has submitted a written proposal dated Aug 14, 2013, a copy of which is attached hereto and incorporated herein as Exhibit B and Exhibit C.

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

### **ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT**

- a. The Consultant agrees to provide professional services to the District in accordance with the Terms and Conditions of this Agreement.
- b. The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B and Exhibit C, except when inconsistent with Exhibit A.

### **ARTICLE 2 - COMPENSATION**

- a. The Consultant agrees to perform all of the services specified in this Agreement for \$149,265 inclusive of all labor costs, material, travel expenses, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Agreement. Total price in this agreement is shown in detail in Exhibit C with the revised cost including customerizations and additional reports.
- b. The Consultant shall submit monthly invoices for services rendered. The District will make prompt monthly payments in response to the Consultant's invoices. The District's invoice payment terms are Net 30.

### **ARTICLE 3 - SCHEDULE**

The Schedule will be as described in Consultant's proposal dated 8/14/2013 or otherwise as mutually agreed upon between the Consultant and the District.

#### **ARTICLE 4 – STANDARD OF CARE**

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

#### **ARTICLE 5 - TERMINATION**

This Agreement may be terminated by the CONSULTANT or the DISTRICT upon 30-day written notice. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the DISTRICT's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subAgreements relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the DISTRICT.
- d. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any Agreement or relationship with the DISTRICT. All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions on the CONSULTANT's key personnel as may be listed herein must be made known to the DISTRICT's representative prior to execution, and written approval granted by the DISTRICT before said change or substitution can become effective. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - SUBCONTRACTING**

The DISTRICT reserves the right to accept the use of a sub contractor or sub consultant (sub contractor) or to reject the selection of a particular subcontractor and to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the DISTRICT.

#### **ARTICLE 8 - INSURANCE**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, or employees.

##### **Minimum Scope of Insurance**

##### **Coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the state of California and Employer's Liability Insurance.

### **Minimum Limits of Insurance**

**CONSULTANT shall maintain limits no less than:**

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention's must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the DISTRICT, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expense.

### **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

### **Verification of Coverage**

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified

copies of all required insurance policies, including endorsement effecting the coverage required by these specifications at any time.

### **Waiver of Subrogation**

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

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

### **ARTICLE 9 - INDEMNIFICATION**

The CONSULTANT shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Agreement.

The CONSULTANT further agrees to indemnify, save harmless and defend the DISTRICT, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the DISTRICT, its agents, servants, or employees are alleged to be liable.

### **ARTICLE 10 - SUCCESSORS AND ASSIGNS**

The DISTRICT and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the DISTRICT nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONSULTANT.

### **ARTICLE 11 - REMEDIES**

This Agreement shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Agreement will be held in the County of Alameda and the Agreement will be interpreted according to the laws of California. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 12 - Not Used**

### **ARTICLE 13 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance on any order if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the DISTRICT's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the CONSULTANT's request, the DISTRICT shall consider the facts and extent of any failure to perform the order and, if the CONSULTANT's failure to perform was without it or its subCONSULTANT's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 14 - ARREARS**

The CONSULTANT shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the DISTRICT for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Agreement or at the DISTRICT's expense shall be and remain its property and may be reproduced and reused at the discretion of the DISTRICT. All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 16 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT. The CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement, or representation other than specifically provided for in this agreement.

#### **ARTICLE 17 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 18 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The

DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

#### **ARTICLE 19 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The DISTRICT and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - MODIFICATIONS OF WORK**

The DISTRICT reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the DISTRICT's notification of a contemplated change, the CONSULTANT shall (1) if requested by the DISTRICT, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Agreement. If the DISTRICT so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the DISTRICT's decision to proceed with the change.

If the DISTRICT elects to make the change, the DISTRICT shall issue an Agreement Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### **ARTICLE 25 – CLAIMS OR DISPUTES**

The CONSULTANT shall be solely responsible for providing timely written notice to the District of any claims for consideration in accordance with the provisions of this contract. It is the District's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, the CONSULTANT's failure to provide timely notice shall constitute a waiver of the CONSULTANT's claim for additional compensation and/or time.

The CONSULTANT shall not be entitled to consideration for any cause, including any act, or failure to act, by the District, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the District due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes credit may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the District, such notice shall be given to the District prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for consideration. In all other cases, notice shall be given within ten days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the District, and shall be governed by all applicable provisions of the contract. The CONSULTANT shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may chose a dispute resolution process or terminate the contract.

## **ARTICLE 26 CONFLICT OF INTEREST**

26.1 The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement.

Consultant will not knowingly enter into a contract with the District without first notifying the District if any financial or personal interest exists, or may exist during performance of a subsequent contract, between an employee of the Consultant firm who is a spouse, parent, person who stood *in loco parentis*, grandparent, child, grandchild, brother, sister, aunt, niece, nephew, cousin, domestic partner or person living in the same household (whether through marriage, domestic partnership, or as a couple living together), including step-, half-, and "in-law," to any member of the District's Board of Directors, General Manager, Work Group Manager, Business Services Coach, or the Purchasing Agent or his/her designee.

If such a financial interest and/or personal relationship exists or may exist in a subsequent contract, the Consultant will notify the District before entering into the contract and/or performing any services. The District will inform the Consultant if such a relationship is a violation of this provision and whether services can be provided. However, violation of this provision without such notification to the District may result in this Agreement being deemed void and unenforceable.

- 26.2 Depending on the nature of the work performed, Consultant may be required to publicly disclose financial interests under the District's Conflict of Interest Code and the provisions of Section 21.1 above. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest in the form provided by the District.
- 26.3 No person previously in the position of Director, Officer, employee or agent of the District may act as an agent or attorney for, otherwise represent the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any Officer or employee of the District, for a period of twelve months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.
- 26.4 No member, officer, or employee of the District during his or her tenure of for one year after that tenure shall have any interest, direct or indirect, in this Agreement of the proceeds under this Agreement.

#### **ARTICLE 28 – WARRANTY**

- 27.1 The District will require a 90 days warranty period from the vendor. The supplier shall include maintenance coverage during the warranty period.
- 27.2 The Vendor warrants that the Software/Solution will perform in accordance with the Vendor's representations as stated in the Contract.
- 27.3 The Warranty Period for the Software/Solution will commence when the District has placed its Software/Solution in production.
- 27.4 If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Vendor shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labor, freight and insurance to and from the District location.
- 27.5 If any defect in the Software/Solution is not rectified by the Vendor before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the District,
- the defect has been corrected; and
  - the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- 27.6 Despite any other provision, the District may return a defective Software/ Solution to the Vendor within ten (10) days of delivery of the Software/Solution and the Vendor shall immediately provide full exchange or refund.

#### **ARTICLE 29 – SUPPORT**

- 28.1 Maintenance fees shall be governed by a five-year agreement with an annual increase cap of 2.5%. Agency has the right to decline renewal of the maintenance agreement at the expiration of any maintenance period with no interruption in the licensing agreement. Subsequent increases to the maintenance shall be no more than the average the supplier is charging to all of his clients.
- 28.2 Agency has the right to reinstate a lapsed maintenance agreement with no penalty and at a rate reflecting no more than a 5% increase of the last invoiced maintenance period.

- 28.3 Supplier is required to offer at no charge, any enhancements, upgrades or new releases to the agency as part of the maintenance agreement.
- 28.4 d. Agency can decline to implement enhancements, upgrades or new releases if those programs interfere with the agency's intended usage or operating environment.

**ARTICLE 29 – SERVICE OF NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested and sent to:

Rufus Tai Project Manager
Union Sanitary District
5072 Benson Rd.
Union City, CA 94587

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

**UNION SANITARY DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Systemates, INC.**

By:   
 \_\_\_\_\_  
 Hemant Bhawe

Title: Vice President

Date: 3/13/2014

## **Exhibit A**



## Request for Proposals

### Capital Program Management System

RFP # S-14-S-168

Issue Date: July 18, 2013

**Proposals Due Date:** by 4:00 p.m., Aug 15<sup>th</sup>, 2013

Union Sanitary District

5072 Benson Road

Union City, CA 94587

**Roslyn Fuller, Purchasing Agent**

5072 Benson Road

Union City, CA 94587

Phone: 510-477-7526

Fax: 510-477-7509

E-Mail: [Roslyn\\_fuller@unionsanitary.com](mailto:Roslyn_fuller@unionsanitary.com)

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## I. NOTICE TO PROPOSERS

### REQUEST FOR PROPOSALS NOTICE

Notice is hereby given that the Union Sanitary District, 5072 Benson Road, Union City, California, County of Alameda, State of California, will receive at the office of the Purchasing Agent, sealed proposals for:

#### Capital Program Management System (CPMS)

Requests for clarifications and questions may be submitted at any time up to, but no later than close of business, {date and time}, to: Roslyn Fuller, Purchasing Agent, at [www.publicpurchase.com](http://www.publicpurchase.com) or via e-mail at [Roslyn\\_fuller@unionsanitary.com](mailto:Roslyn_fuller@unionsanitary.com) (underscore line between first and last name).

All proposed pricing shall include all related permits and taxes, if applicable. Prices proposed shall be FOB destination. Offers shall be submitted on the form contained in the RFP solicitation, copies of which can be obtained from [www.publicpurchase.com](http://www.publicpurchase.com)

**Each proposal shall be filed no later than 4:00 p.m., Aug 15, 2013**

All mailed Proposals shall be marked on the outside of the sealed envelope as follows:

Name & Address of Proposer	To: Roslyn Fuller, Purchasing Agent Capital Program Management System Union Sanitary District
Indicate RFP # S-14-S-168 and Proposal Due Date & Time	5072 Benson Road Union City, CA 94587

Requests for clarifications and questions may be submitted at any time up to, but no later than close of business **August 5, 2013** to: Roslyn Fuller at 510-477-7526 or [roslyn\\_fuller@unionsanitary.com](mailto:roslyn_fuller@unionsanitary.com)

A pre-proposal meeting will take place at the USD Administrative Offices, located at 5072 Benson Road, Union City, CA 94587, in the Board Room; at **11AM on July 31, 2013**. The primary agenda of the pre-proposal meeting will be to address the requirements and scope of the project. Pre-proposal meeting attendance is **not** a requirement for a proposing firm to be considered.

The District reserves the right to reject any or all Proposals or to waive any informalities or minor irregularities in any proposal, or to cancel this Request for Proposals at any time.

Proposers from the top tiered who are within the competitive range will be asked to make oral presentations with live demo summarizing their technical proposal regarding their COTS CPMS software to District representatives. The District will not be responsible for any costs incurred by a vendor in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

The demo may include but is not limited to the following items:

1. Scripted demonstration of the proposed COTS CPMS software

2. Description and demonstration of how the vendor plans to meet the identified requirements in the RFP and RFP Attachment A using the proposed COTS CPMS software.

No Proposer may withdraw their proposal after the close of the proposal submission date.

This is a Request for Proposals solicitation. Proposals will not be publically opened on the indicated due date and time but will be reviewed, evaluated and scored by the District in accordance with the evaluation criteria and timeline delineated in this solicitation.

## **II. GENERAL SCOPE OF PROJECT**

The work, in general, consists of the following:

USD is seeking proposals for software licensing for Capital Program Management System (CPMS). At a minimum each of the following milestones and deliverables should be included on your proposed project schedule. The software shall be capable of providing end-to-end life-cycle management capabilities for capital projects.

The proposed Capital Program Management System shall provide the following functionalities,

- A. Project Proposal and Design Management
- B. Budget and Cost Management
- C. Contract Management
- D. Construction Inspection Management
- E. Project Communications Hub
- F. Project Records Management
- G. Scheduling
- H. Project Performance Monitoring
- I. Project Workflow Automation

## **III. SPECIFICATIONS**

Detailed specifications are attached hereto as Attachment A

## **IV. PROJECT DELIVERABLES**

USD requires the following deliverables to be produced during the course of the project. The Firm will be the lead for all work scope unless otherwise stated.

- i. Implementation Plan
  - a. Develop a detailed time-phased implementation plan to carry out the final

recommendations. The plan shall include timing and resources needed to implement tasks identified in the detailed scope.

- i. At a minimum each of the following milestones and deliverables should be included on your proposed project schedule.
    1. Kick-off meeting
    2. Provide implementation plan
    3. Provide application for testing and review
    4. Provide revised implementation plan and application changes
    5. Perform application installation.
    6. Provide documentation; and user documentation for testing and review
    7. Provide final application; modifications (if any), installation, and administration documentation; and user documentation
    8. Training and rollout
  - b. All tasks that require USD employees' time must be separately identified and documented with the estimated hours defined for each task.
  - c. Installed and configured Capital Program Management System software components on hardware procured by USD.
  - d. Properly functioning Capital Program Management System applications verified by system testing.
  - e. System configuration and administration documentation.
  - f. Training of two USD IT employees on proper support and administration of the Capital Program Management System.
- ii. Project Schedule
    - a. The proposed project schedule must be approved by the USD Project Manager prior to the start of work. The project schedule will be developed in Microsoft Project, unless otherwise approved by the USD Project Manager. The Project Plan will be maintained at least monthly and made available to the USD Project Manager.
- iii. Project Meetings
    - a. Prior to the start of work the USD Project Manager will conduct a project kickoff meeting that shall be attended by the Firm's Project Manager. At the project kickoff meeting the District will review the Firm's proposed project schedule, progress payments procedures, change order procedures, and other matters.
    - b. The Firm's Project Manager will schedule, facilitate, and conduct weekly progress meetings with the USD Project Manager and other key personnel. The purpose of these meetings shall be to review the Firm's four-week schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
    - c. The agenda of progress meetings shall include, as a minimum, review of progress and schedule of the Work and any other matters related to the execution of the Work. The Firm shall prepare and distribute minutes of the meetings.
- iv. Training of USD Personnel
    - a. Onsite user training including training manuals shall be provided for the CPMS. The preferred training approach would be onsite Firm led training for District Capital Improvements Projects (CIP) team members, and IT staff. Training should cover all available processes requested in the Detail Specifications Section (Attachment A). Training manuals shall include scripts on all major processes at the time of the training. Additional role specific user training or training of other District staff can be performed by District IT staff or CIP team

- members.
  - b. Onsite support and maintenance training of USD IT personnel shall be provided for the CPMS application. These training services shall be conducted by the Consultant and shall emphasize the architecture of the CPMS implementation, theory of operations, administration, startup and shutdown instructions, troubleshooting, customization and maintenance.
  - c. The Consultant shall coordinate training periods with USD, and shall submit to the District for review and acceptance no later than 30 days prior to planned training, a training schedule and training materials. Training shall not take place on Fridays. Training shall not be more than 4 hours on any schedule day. Training shall not commence until acceptance of the schedule and training materials by USD. All training shall be completed immediately after the operational testing is successfully completed. USD shall have the right to videotape any and all training sessions.
  - d. The Consultant shall confirm each training period a minimum of three working days prior to the scheduled time.
- v. Security
- a. A secure environment is required for the CPMS application especially in regards to the integration with the District's other applications. The application security must integrate with Windows Active Directory for user account authentication and password management.
- vi. Testing and Acceptance
- a. The Consultant shall work in a lead role with USD IT staff to install the new application and test its functionality, operation, and performance. All defects appearing during these tests shall be immediately corrected by the Consultant. No unit process or part thereof shall be placed in service until it has successfully completed operational testing as defined by the District.
  - b. The CPMS application shall not be accepted unless the application functions without software problems during a sixty (60) consecutive business day trial period, to the satisfaction of the District. The last 10 consecutive days of the 60 day trial period must be uninterrupted service. The District reserves the right to restart the 60 day trial period, at their discretion, when a major software problem has been identified. The District will notify the Consultant when the 60 day trial period has been successfully completed.
- vii. Support
- a. The District will require support from the Consultant during the "go live" phase of the CPMS application and the 90 business day warranty period.
  - b. Supplier shall provide a separate agreement for any maintenance service provided beyond the warranty period. This maintenance agreement shall begin upon expiration of the warranty period. Supplier shall provide services for the entire period of the maintenance agreement.
- viii. Manuals and Documentation
- a. Electronic operations and administration manuals must be provided for all of the CPMS applications developed.
  - b. Documentation is required for all process changes and new processes implemented.
  - c. A step-by-step instructional level of detail must be provided for process oriented documentation developed.
- ix. Computer Hardware
- a. The District has a dedicated Dell server that will have 64 bit SQL Server 2008

R2 Standard Edition installed. The District has a dedicated Dell server running VMWare vSphere which hosts a virtual machine that has 64 bit Windows Server 2008 R2 Standard, IIS, and ASP.NET. The District does not anticipate the need of new hardware for the CPMS application. Do not quote computer hardware costs for this project. Your proposal may include a recommended optimal hardware environment for the proposed application. In addition, the process recommended for installing and configuring the server hardware and software environment may also be included.

- x. End User Systems
  - a. USD has standardized on Dell Desktop and Laptop PCs. All systems are replaced every four years. Current standard systems are running Windows 7 32 bit and Internet Explorer 9, have an Intel i5 processor and 4 GB of RAM. Other standard systems are running Windows XP and Internet Explorer 8, have an Intel Core 2 Duo processor and 2 GB of RAM. All standard systems are currently running MS-Office 2010 Professional. All systems have either Adobe Acrobat Reader or Adobe Acrobat Standard. USD will not support client software that requires installing or maintaining Java on end user PCs.
  - b. Non-District users – designers, construction managers and contractors will require access to upload and download documents. Ideally, the solution will allow both NT and non-NT authentication for login.

The successful proposer (Contractor) will have **180** consecutive days to complete the Project from the Notice of Award.

Proposers shall develop and submit proposals at their own expense. The District will not reimburse any costs associated with the development and submittal of any and all proposals.

## V. INSTRUCTIONS TO PROPOSERS

- A. All proposals must be sealed and received at Union Sanitary District by Aug 15 at 4:00 PM regardless of the method used for delivery (U.S. Postal Service, courier or package delivery service, hand delivery, etc.).
- B. The District will not accept any proposals via email, fax, etc. and late or unsealed proposals cannot be accepted regardless of circumstances. Any proposals received after the deadline or at another location will be returned to the Proposer unopened.
- C. Proposers shall submit one (1) original copy of the proposal with original ink signatures, six (6) copies of the original, and an electronic copy. The original proposal and its copies shall be printed on 8.5x11 plain white paper. The electronic copy must be a single file in PDF format with all appropriate signatures and be placed on a CD, DVD, or USB flash drive enclosed in the sealed envelope with the rest of the proposal. Adobe Acrobat X or Adobe Reader X must be able to open the electronic copy.
- D. The proposals shall be bound, tabbed with the following labels, and organized as follows: Letter of Transmittal, Proposal, RFP Exceptions, Cost Form, Statement of Experience, Project Tasks and Timeline, User Acceptance Plan, and Documentation. Note there is no need to tab the completed Non-collusion Affidavit.

- E. The sealed proposal must have on the outside either printed or written in legible print the Proposer name and address. The sealed proposal shall be addressed to:

Roslyn Fuller, Purchasing Agent  
Capital Program Management System, RFP# S-14-S-168  
5072 Benson Rd  
Union City, CA 94587

- F. The proposal shall be made using the proposal cost forms provided herein. Blank spaces on the form shall be properly filled, and no additions shall be made to the items mentioned therein, unless requested.
- G. For the purposes of this solicitation, the words Contractor, Supplier, and Seller shall hold the same meaning as the firm or company awarded a contract under this solicitation and a District Purchase Order is issued for the service described herein.
- H. The full name, business address, and business telephone number of the individual, partnership, joint venture, or corporation submitting the proposal shall be typewritten or legibly printed on the proposal form. The proposer shall sign the proposal with his usual signature.
- I. The proposer shall state for each item on the proposal form, in clearly legible figures, the unit price and item total or lump sum, as the case may be, for which he proposes to perform the work and/or furnish the material or equipment required by these specifications. Alteration of a price by erasure or interlineations must be initialed by the proposer.
- J. A partner shall sign for a partnership and the names and addresses of all partners shall be given.
- K. An officer shall sign for a corporation, the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.
- L. The District may award a contract resulting from this solicitation to the proposer whose proposal will be most advantageous to the District, based on the evaluating criteria, as specified in Section VII, Proposal Evaluation Criteria of this solicitation, and price.
- M. Accordingly, the District may (1) reject any or all proposals if such action is in the best interest of the District, (2) accept a proposal other than the lowest proposal, and (3) waive informalities or minor irregularities in proposal received. The District may award a contract on the basis of initial proposal received, without further discussions, negotiations or request for best-and-final offers, with any proposal. Therefore, each initial proposal shall contain the proposer's best terms and cost from a technical and responsiveness standpoint.
- N. Proposers shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the form(s) for submitting a proposal. Failure to acknowledge receipt of an addendum may result in rejection of proposal as non-

responsive and thus rejection from further consideration.

- O. All communications regarding this Request for Proposal shall be directed as follows:

Roslyn Fuller  
Purchasing Agent  
Union Sanitary District  
5072 Benson Road  
Union City, CA 94587  
Phone: (510) 477-7526  
Fax: (510) 577-7509  
E-Mail: [roslyn\\_fuller@unionsanitary.com](mailto:roslyn_fuller@unionsanitary.com) (underscore line between first and last name).

- P. The Proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates ability to perform by submission of the proposal. **If the proposal contains any exceptions to any part of the RFP, the Proposer shall detail what those exceptions are by filling in the RFP Exceptions Form in Attachment C.** Anything not listed on the form shall be interpreted as conforming to the RFP.

Failure on the part of the proposer to comply with all requirements and conditions of this RFP may render the offer non-responsive and may cause its rejection. If no exceptions or deviations are shown, the proposer is assumed to be offering equipment which meets the minimum specification requirements of the proposal. The burden of proof of compliance with this specification shall be the responsibility of the proposer and the determination as to compliance to the specifications will be at the sole discretion of the District.

- Q. Proposers must complete all forms requiring specific information. Incomplete forms may deem the proposal non-responsive and thus rejection from further consideration.

## VI. PROPOSER'S CHECKLIST

Listed below is a checklist provided for your use prior to sealing your proposal. Your close attention to the following items will assure that your proposal may not be rejected because of non-responsiveness due to incompleteness, errors or omission.

### 1) Proposal

The proposal should provide an implementation plan, including an explanation of the methodology to be followed, to perform the services required in Section III of this request for proposal.

Proposers will be required to provide the following information:

- a. Proposed sequencing of the engagement with an estimated implementation timeframe.
- b. Roles and responsibilities for the Firm's and USD's staff including the number of hours to be assigned to each proposed segment of the engagement.
- c. The description of the implementation plan must include the specific software functionality that is included in each phase of the implementation, based on the scope of work for the project.

- d. Describe the architecture and components of the solution being proposed.
- e. Specify the nature of any post-implementation and on-going support provided by the Firm including:
  - i. On-site, post-implementation support
  - ii. Telephone support (including toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.)
  - iii. Special plans defining "levels" of customer support (e.g. gold, silver, etc.)
  - iv. Define what level of support is being proposed
  - v. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module
  - vi. Any anticipated mid-implementation upgrade. If so, the estimated work effort and related costs associated with such tasks should be included in the proposal.
  - vii. Availability of user groups and their geographic areas.
  - viii. Problem reporting and resolution procedures.
  - ix. Include applicable software and support license agreements.
- f. Describe process to add new requirements post- implementation
- g. Date
- h. Firm Name entered exactly as it appears on your corporate seal and invoice and address.
- i. Prices; as indicated on the Proposal Form.
- j. Discounts; this is for cash discounts, if any, and is only intended for prompt
  - i. payment of invoices.
- k. Delivery Date, specify number of calendar days from receipt of order for final
  - i. delivery of the services.
- l. Sign your proposal, failure to comply may be cause for rejection of the
  - i. proposal.
- m. Corporate Seal legibly affixed where indicated; or Power of Attorney with
  - i. corporate seal authorizing the individual to sign the offer; or Notarial
  - ii. Acknowledgment of Signature, if company is a partnership or proprietorship.

**2) Designation of Subcontractors**

(Indicate at Section X Designation of Subcontractors), Completed as appropriate

**3) Offer's References and Statement of Experience**

Fill in sufficient detail to establish your ability to carry out the Scope of Work and as evidence of responsiveness to the RFP requirements. Also refer to Section VI, Proposal Criteria and Evaluation, and Section XI, Proposer's References and Statement of Experience for these requirements.

Provide at least three customer references for work that your company has performed that is similar or equivalent to that requested in this RFP; if possible please list a reference that is based in the San Francisco bay area that is willing to allow an onsite visit by the project team. Include the company name, contact person and contact information, and a description of the work performed. Note that references WILL be contacted and contact information that is not accurate (e.g., an incorrect telephone number) will be considered non-responsive. USD's Evaluation Team will not make additional telephone calls in order to obtain correct contact information.

**4) Principal, Supervisory and Staff Qualifications and Experience**

Identify the primary supervisory and management staff, including engagement principals, managers, other supervisors and specialists, who would be assigned to the engagement. Provide detailed information indicating the appropriate project management, software, and application development experience of each person.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement principals, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Union Sanitary District. However, in either case, the Union Sanitary District retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

**5) Addenda acknowledged all addenda, if any on the Proposal Form.**

## VII. PROPOSAL CRITERIA AND EVALUATION

Proposals will be evaluated to conformance to the general criteria listed below by an evaluation committee comprised of District employees having familiarity and expertise in evaluating the work to be done.

Evaluation criteria and assigned point values to be used to evaluate proposals received are listed below:

- i. Proposer's References and Statement of Experience: This includes a description of experience in carrying out projects of this type, demonstrated by specific examples from the past 5 years. Evaluation of this criterion also includes reference checking (See *Section X. Proposer's References and Statement of Experience*, below for guidance).  
Maximum Points = 20 points
- ii. Proposer's Responsiveness to the RFP Specifications: This includes the proposer's completeness, clarity, detail and conformance to the District's technical specifications for the work to be done, including descriptions and explanations of deviations to the District's desired specifications, as well as the inclusion and completeness of requested forms (e.g.: Designation of Subcontractors listing, furnished Proposal Form [properly signed and executed], complete point-of-contact information for references provided, submission of the Non-Collusion Affidavit, etc.). Please limit your response to five pages, in addition to any supplemental technical literature indicated in Section VI, *Proposer's Checklist*.  
Maximum Points = 40 points
- iii. Cost Proposal: The proposer submitting the lowest priced cost proposal shall be awarded the total points for this evaluation criterion. Every other Proposal found to be in the competitive range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest cost proposed by the cost of the proposal being evaluated, with the result multiplied by the maximum weight for price.

Example: Lowest Total Quote

$$\frac{\text{Price}}{\text{Proposer's Total Proposed Price}} \times \text{Points for Price}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

$$\text{Maximum Points} = 40 \text{ points}$$

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$$\text{Total Possible Points} = 100$$

## VIII. GENERAL TERMS AND CONDITIONS

### ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT

- a. The Consultant agrees to provide professional services to the District in accordance with the Terms and Conditions of this Agreement.
- b. The scope of the Consultant's services shall consist of the services set forth in Attachment A, with exceptions from Attachment C.

### ARTICLE 2 - COMPENSATION

- a. The Consultant agrees to perform all of the services specified in this Agreement for \_\_\_\_\_ *(insert total cost/fee/or other agreed upon compensation structure here)* inclusive of all labor costs, material, travel expenses, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Agreement.
- b. The Consultant shall submit monthly invoices for services rendered. The District will make prompt monthly payments in response to the Consultant's invoices. The District's invoice payment terms are Net 30.

### ARTICLE 3 - SCHEDULE

The Schedule will be as described in Consultant's proposal dated *xx/xx/xxxx* or otherwise as mutually agreed upon between the Consultant and the District.

### ARTICLE 4 – STANDARD OF CARE

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

### ARTICLE 5 - TERMINATION

This Agreement may be terminated by the CONSULTANT or the DISTRICT upon 30-day written notice. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the DISTRICT's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subAgreements relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the DISTRICT.
- d. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any Agreement or relationship with the DISTRICT. All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions on the CONSULTANT's key personnel as may be listed herein must be made known to the DISTRICT's representative prior to execution, and written approval granted by the DISTRICT before said change or substitution can become effective. The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 7 - SUBCONTRACTING**

The DISTRICT reserves the right to accept the use of a sub contractor or sub consultant (sub contractor) or to reject the selection of a particular subcontractor and to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the DISTRICT.

## **ARTICLE 8 - INSURANCE**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, or employees.

### **Minimum Scope of Insurance**

#### **Coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state of California and Employer's Liability Insurance.

### **Minimum Limits of Insurance**

#### **CONSULTANT shall maintain limits no less than:**

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the

## Capital Program Management System

general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention's must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the DISTRICT, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expense.

### **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

### **Verification of Coverage**

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a

waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsement effecting the coverage required by these specifications at any time.

### **Waiver of Subrogation**

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

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

### **ARTICLE 9 - INDEMNIFICATION**

The CONSULTANT shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Agreement.

The CONSULTANT further agrees to indemnify, save harmless and defend the DISTRICT, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the DISTRICT, its agents, servants, or employees are alleged to be liable.

### **ARTICLE 10 - SUCCESSORS AND ASSIGNS**

The DISTRICT and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the DISTRICT nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONSULTANT.

### **ARTICLE 11 - REMEDIES**

This Agreement shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Agreement will be held in the County of Alameda and the Agreement will be interpreted according to the laws of California. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 12 - Not Used**

### **ARTICLE 13 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance on any order if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the DISTRICT's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the CONSULTANT's request, the DISTRICT shall consider the facts and extent of any failure to perform the order and, if the CONSULTANT's failure to perform was without it or its subCONSULTANT's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

### **ARTICLE 14 - ARREARS**

The CONSULTANT shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the DISTRICT for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Agreement or at the DISTRICT's expense shall be and remain its property and may be reproduced and reused at the discretion of the DISTRICT. All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **ARTICLE 16 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or

agents of the DISTRICT. The CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement, or representation other than specifically provided for in this agreement.

#### **ARTICLE 17 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 18 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

#### **ARTICLE 19 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The DISTRICT and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT upon request.

### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 24 - MODIFICATIONS OF WORK**

The DISTRICT reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the DISTRICT's notification of a contemplated change, the CONSULTANT shall (1) if requested by the DISTRICT, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Agreement. If the DISTRICT so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the DISTRICT's decision to proceed with the change.

If the DISTRICT elects to make the change, the DISTRICT shall issue an Agreement Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

### **ARTICLE 25 – CLAIMS OR DISPUTES**

The CONSULTANT shall be solely responsible for providing timely written notice to the District of any claims for consideration in accordance with the provisions of this contract. It is the District's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, the CONSULTANT's failure to provide timely notice shall constitute a waiver of the CONSULTANT's claim for additional compensation and/or time.

The CONSULTANT shall not be entitled to consideration for any cause, including any act, or failure to act, by the District, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the District due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes credit may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the District, such notice shall be given to the District prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for consideration. In all other cases, notice shall be given within ten days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the District, and shall be governed by all applicable provisions of the contract. The CONSULTANT shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may chose a dispute resolution process or terminate the contract.

#### **ARTICLE 26 CONFLICT OF INTEREST**

26.1 The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement.

Consultant will not knowingly enter into a contract with the District without first notifying the District if any financial or personal interest exists, or may exist during performance of a subsequent contract, between an employee of the Consultant firm who is a spouse, parent, person who stood *in loco parentis*, grandparent, child, grandchild, brother, sister, aunt, niece, nephew, cousin, domestic partner or person living in the same household (whether through marriage, domestic partnership, or as a couple living together), including step-, half-, and "in-law," to any member of the District's Board of Directors, General Manager, Work Group Manager, Business Services Coach, or the Purchasing Agent or his/her designee.

If such a financial interest and/or personal relationship exists or may exist in a subsequent contract, the Consultant will notify the District before entering into the contract and/or performing any services. The District will inform the Consultant if such a relationship is a violation of this provision and whether services can be provided. However, violation of this provision without such notification to the District may result in this Agreement being deemed void and unenforceable.

26.2 Depending on the nature of the work performed, Consultant may be required to publicly disclose financial interests under the District's Conflict of Interest Code and the provisions of Section 21.1 above. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest in the form provided by the District.

26.3 No person previously in the position of Director, Officer, employee or agent of the District may act as an agent or attorney for, otherwise represent the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any Officer or employee of the District, for a period of twelve months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

26.4 No member, officer, or employee of the District during his or her tenure of for one year after that tenure shall have any interest, direct or indirect, in this Agreement of the proceeds under this Agreement.

**ARTICLE 27 – SERVICE OF NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested and sent to:

Roslyn Fuller, Purchasing Agent
Union Sanitary District
5072 Benson Rd.
Union City, CA 94587

## **IX. SUPPLEMENTAL TERMS AND CONDITIONS**

Supplemental Terms and Conditions to “General Terms and Conditions” herein are as follows:

### **1. Warranty**

- a. The District will require 90 days warranty period from the vendor. The supplier shall include maintenance coverage during the warranty period.
- b. The Vendor warrants that the Software/Solution will perform in accordance with the Vendor’s representations as stated in the Contract.
- c. The Warranty Period for the Software/Solution will commence when the District has placed its Software/Solution in production.
- d. If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Vendor shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor’s expense and shall include all media, parts, labor, freight and insurance to and from the District location.
- e. If any defect in the Software/Solution is not rectified by the Vendor before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the District,
  - i. the defect has been corrected; and
  - ii. the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- f. Despite any other provision, the District may return a defective Software/ Solution to the Vendor within ten (10) days of delivery of the Software/Solution and the Vendor shall immediately provide full exchange or refund.

### **2. Support**

- a. Maintenance fees shall be governed by a five-year agreement with an annual increase cap of 2.5%. Agency has the right to decline renewal of the maintenance agreement at the expiration of any maintenance period with no interruption in the licensing agreement. Subsequent increases to the maintenance shall be no more than the average the supplier is charging to all of his clients.
- b. Agency has the right to reinstate a lapsed maintenance agreement with no penalty and at a rate reflecting no more than a 5% increase of the last invoiced maintenance period.
- c. Supplier is required to offer at no charge, any enhancements, upgrades or new releases to the agency as part of the maintenance agreement.
- d. Agency can decline to implement enhancements, upgrades or new releases if those programs interfere with the agency’s intended usage or operating environment.

**X. DESIGNATION OF SUBCONTRACTORS**

In accordance with Public Contract Code Sections 4104, 4110 and 4111 the proposer shall list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the PRIME CONTRACTOR in or about the construction of the work or improvement in an amount in excess of one-half of 1 percent of the PRIME CONTRACTOR's total proposed cost or \$10,000 whichever is greater. The Bidder shall also list below the work which will be done by each Subcontractor under this Contract. The PRIME CONTRACTOR shall list only one Subcontractor for each portion as is defined by the prime CONTRACTOR in its bid. Failure to comply with this requirement may render the offer non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor's Name and Address</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional sheets if required

### XI. PROPOSER'S REFERENCES AND STATEMENT OF EXPERIENCE

The Proposer, as a Contractor or supplier or manufacturer (Contractor) furnishing a proposal hereunder has been engaged in the business of installing the items described herein under the present business name, for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal, extends over a period of \_\_\_\_\_ years.

The Proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

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To be considered for award, the Contractor shall have completed at least 3 projects of similar type and complexity within the last five years.

The following Contracts have been satisfactorily completed in the last 5 years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount.	Location and for Whom Performed	Contact Name	Phone Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## XII. COST PROPOSAL BID ITEM FORM

(NOTE: THIS IS NOT AN ORDER)

### Capital Program Management System

	Year 1	Year 2-5	Total
Software			
Implementation Services			
Maintenance & Support			
Other Services			
<b>Totals</b>			

#### Other Services

"Other Services" refers to all pricing / costs for other services that the bidder is able to offer that is described within the RFP as desirable. Please list the type of services that are proposed. Attach a separate price list indicating the type of services that are available. The vendor should note that the types of services must be clearly identified/described and associated cost itemized. Cost associated for staff time must include hourly rate, staff position (titles), minimum charge, etc.

Item Description	Total
<b>Totals</b>	

#### Software

Vendor Instructions: "Software" refers to any licensed or commercial software that is proposed and required to run and use the proposed solution. Customization and configuration are not included.

Items #	Desc	Manufacturer	Version /Build	Qty	Unit Cost	Discount	Total Cost
					Total		

#### Implementation

Vendor Instructions: "Implementation" refers to all costs associated with the customization and deployment of the system. The bidders should note that the implementation duration, start and end dates, staff numbers, rate, and costs MUST be consistent with and supported by the staffing plan, or the proposal may be rejected. Project management, reporting, and other administrative hours shall be included within the areas detailed below. All activities should be considered a fixed price bid.

Legend	
Duration	Measured in months; duration of the task area
From Date	Date task area begins
To Date	Date task area ends
# of Staff	Number of individuals assigned to task area; each must be identified in the staffing plan
Avg. Hourly Rate	Average bill rate for all individuals in task area, including all travel costs
Total Hours	Total hours of service provided for task area
Total Cost	Total cost of task area

**Total Implementation Cost**

Task	Duration	From Date	To Date	# of Staff	Ave Hourly Rate	Total Hours	Total Cost
Requirements							
Customizations							
Project Management							
Testing							
Training							
Cut-over Support							
<b>Totals</b>							

The above prices are net to the District inclusive of all required Taxes, permits and all other governmental and regulatory fees and expenses, and delivery.

Include all required costs for review of the existing applications, software support, project management, consulting, travel, meals, etc. you expect to incur broken down for each item and task. Provide a cost for software annual support and maintenance.

USD reserves the right to contact firms on cost and scope clarification at any time throughout the selection and negotiation process.

USD may award a contract, based on initial offers received without discussion of such offers. A Firm's initial offer should, therefore, be based on the most favorable terms available. USD may, however, hold discussions with those firms that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such Firms, and make an award and/or conduct negotiations thereafter.

The following assumptions should be used when estimating project costs:

- A.** The Firm will perform project management, application system installation and configuration, USD user training, support, and all other work associated with the implementation.
- B.** Preferred Training Strategy - Onsite Firm Led Training for District Capital Improvements Projects (CIP) staff, and administration training for CIP power users and IT staff.

An award of contract, if any, will be to the proposer proposing the service that best meets the District needs, price and other factors considered as delineated by the evaluation criterion contained herein. Any orders resulting from this Request for Proposals shall be subject to the General and Supplemental Terms and Conditions contained herein. See section 01025 for additional details.

### XIII. OFFER AND SIGNATURE

ACCEPTANCE: In compliance with the Request for Proposals, the proposer agrees, if this proposal is accepted within 60 calendar days from the date specified in the Request for Proposals for receipt of proposal, or other agreed upon timeframe, to furnish and execute any or all items upon which prices are offered at the price set opposite each item, within the time specified in this Request for Proposals solicitation.

Item(s):

- a. Capital Program Management System as delineated herein.
- b. Delivery and completion of work within \_\_\_\_\_calendar days from the District's issuance of the Notice of Award. ( Specify number of consecutive calendar days, **but not more than {180 days}**) for commencement and completion of the work.

Signature of Proposer's official authorized to bind the firm to its proposal:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Type of business organization: \_\_\_\_\_  
(Corporation, partnership, sole-proprietorship, LLC, LLP, etc.)

License No. \_\_\_\_\_

Corporate Seal

## ATTACHMENTS

1. **ATTACHMENT A**      Specifications
2. **ATTACHMENT B**      Non-Collusion Affidavit
3. **ATTACHMENT C**      RFP Exception Form

## ATTACHMENT A

### DETAIL SPECIFICATIONS

#### A. Project Proposal and Design Management

- a. The system shall be able to track proposed projects during the early development stages and projects during design phases once they have been budgeted and assigned to a project manager.
- b. The system shall be able to manage multiple projects simultaneously.
- c. The system shall have role based security permission

#### B. Budget and Cost Management

- a. The system shall be able to track, compare, manage, and respond to construction project budget and cost issues.
- b. The system shall be able to real time view of budget as they are being created and spent, along with views of future forecasted costs providing immediate financial projections.
- c. The system shall have the ability to compare and present budgeted vs. actual financial information.
- d. The system shall have the ability to make forecast financial information. Please explain the forecasting process provided by the application.
- e. The system shall be able to track fiscal year budget per project
- f. The system shall be able to track future project up to a 10 year planning period.
- g. Please describe your system budgeting and cash flow forecasting ability.
  - i. Can a budget line item be defined as a percentage of one or multiple budget line items?
  - ii. Can you import a budget from another application, e.g., Excel?
  - iii. Does your software support budget template creation?
  - iv. Can cash flow be auto generated using the budget information?
  - v. Can cash flow be linked to schedule information?
  - vi. Can cash flow be auto generated using forecasted cost projections?
  - vii. Can cash flow data across multiple projects and multiple periods be consolidated into a rollup report?

#### C. Contract Management

- a. The system shall be able to automate tasks associated with project contract management.
- b. The system shall be able to automate workflows associated with contracts, budgets, and costs (from project planning and pre-construction through close out).
- c. The system shall be able to perform historical tracking of bids and contracts, contractor performance, and change order status.
- d. The system shall be able to track all approved invoices per project by vendor for comparison to budget, track final project costs vs. budgeted costs, dashboard that shows all the projects with status of all the contracts in terms of financial payouts vs. total contract amount.

#### D. Construction Inspection Management

- a. The system shall be able to provide electronic forms for tracking inspections (and progress) on construction projects.
  - b. The system shall be able to compare the original project plan with what is actually happening onsite each day.
  - c. The system shall be able to provide visibility at every organizational level to make the rapid, accurate decisions to keep projects on track and meet USD expectations.
  - d. The system shall be able to provide knowledge and accountability of all daily construction activities. Please describe your proposed system.
  - e. The system shall be able to provide the ability to take pictures in the field and incorporate within the CPMS project linked to the daily diary logs and issues/PCOs.
- E. Project Communications Hub**
- a. The system shall be able to provide means of managing and viewing project correspondence and meeting logs.
  - b. The system shall be able to provide consistency and accessibility of content.
  - c. The system shall be able to archive completed projects.
  - d. The system shall be able to track who accessed project files.
- F. Scheduling**
- a. The system shall be able to manage multiple schedules across projects and programs.
  - b. The system shall be able to provide USD project managers instant visibility of project schedule performance.
  - c. The system shall be able to import project schedules from Primavera SureTrack and Microsoft Project.
  - d. The system shall be able to analyze schedules comparing the initial approved baseline schedule to the actual schedule to see real-time progress and exceptions being late tasks.
- G. Project Records Management**
- a. The system shall be able to store and share project files.
  - b. The system shall be able to provide catalog card function for keeping track of project file attributes.
  - c. The system shall be able to capture picture attributes for entered descriptions, GPS locations (if applicable), et cetera.
  - d. The system shall be able to search for files based on keywords in file metadata.
- H. Project Performance Monitoring**
- a. The system shall be able to provide executives and managers with capabilities for analyzing project and program performance and tracking key performance metrics.
  - b. The system shall be able to support with the ability to drilldown on reports to specific projects.
- I. Project Workflow Automation**
- a. The system shall be able to alert and notify messages to USD managers.
  - b. The system shall be able to manage and track project submittals and RFIs

automatically. Define the participants in a workflow then the workflow automatically routes the documents to those participants with audit history.

- c. The system shall be able to easily see who has the document, how long they had it, when it is due, etc. for management of time sensitive dates that are audited and shown on a dashboard or email notification of due dates that have passed.
  - d. The system shall be able to ability to track issues/potential change orders and correspondence that can be referenced to a number to aggregate all the associated information.
- J.** For Software-as-a-Service solution (SaaS), please answer the following questions,
- a. Is the software also offered for on-premise deployment?
  - b. Can we begin with the SaaS environment and then migrate the data to the on-premise environment at a later date if desired?
  - c. Please describe the physical hosting facility and the mechanisms in place to protect against a breach in security, or a natural disaster. As part of your response please describe the physical security, bandwidth provisioning, power, cooling, and back-up systems.
  - d. Is your hosted software SAS70 or SSAE 16 certified? If yes, please indicate if the certification is a Type I or Type II and provide a copy of the most recent SAS70/SSAE report, along with the contact information of your SAS70/SSAE independent auditor. Please indicate if your SAS70/SSAE auditor is a member of the AICPA.
  - e. Please confirm if your company and your data center has independent SAS70 or SSAE 16 Type II reports.
  - f. What is the uptime percentage of your application over the last 12 months? What is the guaranteed percentage of uptime?
  - g. Have there been any application outages excluding maintenance windows in the last 12 months? If yes, please describe cause and resolution and amount of down time.
  - h. Please describe your disaster recovery plan and please state the recovery time objective (RTO) of your plan.
- K.** Post construction
- a. The system shall be able to perform follow-up tracking and notify defects.

**ATTACHMENT B**

**NON-COLLUSION AFFIDAVIT**

(Note: to be submitted with Proposer's proposal)

I, \_\_\_\_\_, am the

(Print Name)

\_\_\_\_\_ of \_\_\_\_\_,

(Position/Title)

(Name of Company)

the party making the foregoing bid (the "Bidder") that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the Bid contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Print or Type Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

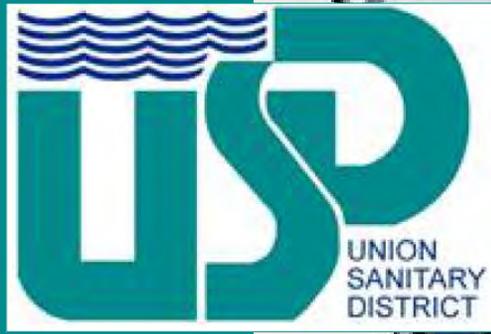
Date: \_\_\_\_\_

**ATTACHMENT C**

RFP Exceptions Form

Requirement	Location in RFP	Explanation of Exception
<i>EXAMPLE:</i> Scheduling	<i>EXAMPLE:</i> Page 25, Section F.c	<i>EXAMPLE:</i> System does not import from MS Projects

## **Exhibit B**



# UNION SANITARY DISTRICT

RESPONSE TO REQUEST FOR PROPOSAL

CAPITAL PROGRAM

MANAGEMENT SYSTEM

RFP# S-14-S-168

AUGUST 14, 2013

V 12.2

Systemates, Inc  
2435 N Central Expwy, Ste 880  
Richardson, Texas 75080  
Phone: 1.214.217.4100  
Fax: 1.866.462.6314  
Email: info@systemates.com

**Systemates**

Page 100 of 265

The data contained herein is considered to be proprietary information belonging to Systemates, Inc. The proprietary information shall not be disclosed to any third party other than Union Sanitary District.



August 14, 2013

Roslyn Fuller, Purchasing Agent  
Capital Program Management System, RFP# S-14-S-168  
Union Sanitary District  
5072 Benson Road  
Union City, CA 94587



**RE: RFP# S-14-S-168 for Capital Program Management System**

Dear Roslyn Fuller,



Systemates is pleased to offer Union Sanitary District the following proposal for online project management software. Systemates' software, Projectmates, is 100% web-based and the leading project management software in the construction market today. Since first releasing Projectmates in 2000, Systemates has implemented, maintained, and supported Projectmates for hundreds of clients, including Trinity River Authority, Delaware Air National Guard, Montclair State University, Stony Brook University, Milton Hershey School, and others. Projectmates is our sole passion and product.

Union Sanitary District will derive substantial value through:

- Rapid deployment of Projectmates
- Direct support and software accountability from Systemates
- Self-hosted SaaS option that gives USD total control and ownership of the system
- Reduced learning curve due to the easy-to-use, logical layout of user screens
- Owner-focused software designed to meet the needs of high-level stakeholders
- Ability to integrate with 3rd party systems



Systemates' management and project team is highly experienced and qualified in engineering innovative solutions to expedite project management processes using the native web-based platform. Our ability to deliver for our clients is reflected in our results. We have maintained outstanding client satisfaction and retention rates. The combination of our experience, technical expertise and past performance guarantees that we will have the highest rate of success with minimum risk to Union Sanitary District.



The Systemates team greatly appreciates the opportunity to present this proposal. We look forward to an opportunity to work with Union Sanitary District.

Sincerely,



Hemant Bhave, AIA  
Vice President – Systemates, Inc.  
214.217.4100 x113  
Hemant.Bhave@Systemates.com



**Systemates' Response**

**Letter of Transmittal**

to

**Proposal**



**Union Sanitary District**

**RFP Exceptions**

**RFP # S-14-S-168**

**Cost Form**

for

**Statement of Experience**

**Capital Program  
Management Solution**

**Project Tasks and Timeline**



**User Acceptance Plan**

**August 14, 2013**

**Documentation**



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## LETTER OF TRANSMITTAL

Please refer to the cover letter at the front of this proposal.

# PROPOSAL

## Attachment A - Detail Specifications

### A. Project Proposal and Design Management

- ✓ a. The system shall be able to track proposed projects during the early development stages and projects during design phases once they have been budgeted and assigned to a project manager.
- ✓ b. The system shall be able to manage multiple projects simultaneously.
- ✓ c. The system shall have role based security permission

The Action List module efficiently serves as a reminder to project participants regarding their tasks and task completion dates for tracking and completing the requirements for early development stages and design phases. To-do lists, punch lists, ongoing action items, and closeout checklists can all be created and tracked separately in Projectmates. The tool allows you to keep track of incomplete issues, deadlines, and responsibilities. The tool also allows users with appropriate rights to verify issues marked as complete. Users assigned an action list item will receive an automatic email. When logging into Projectmates, the user will also see the action list item on My Calendar and the Ball in Court applet within the project.

	=	Yes
	=	Yes, with minimal customization
	=	With customization

Projectmates is more than able to manage multiple projects simultaneously.

The role-based security in Projectmates makes sure that users have appropriate access only to the information and documentation they need to complete their portion of the work in a given project. You have complete control over the roles and rights they are assigned within each workflow on a project-by-project basis.

### B. Budget and Cost Management

- ✓ a. The system shall be able to track, compare, manage, and respond to construction project budget and cost issues.
- ✓ b. The system shall be able to real time view of budget as they are being created and spent, along with views of future forecasted costs providing immediate financial projections.
- ✓ c. The system shall have the ability to compare and present budgeted vs. actual financial information.
- ✓ d. The system shall have the ability to make forecast financial information. Please explain the forecasting process provided by the application.
- ✓ e. The system shall be able to track fiscal year budget per project.
-  f. The system shall be able to track future project up to a 10 year planning period.
- ✓ g. Please describe your system budgeting and cash flow forecasting ability.
- ✓ i. Can a budget line item be defined as a percentage of one or multiple budget line items?
- ✓ ii. Can you import a budget from another application, e.g., Excel?
- ✓ iii. Does your software support budget template creation?
- ✓ iv. Can cash flow be auto generated using the budget information?
- ✓ v. Can cash flow be linked to schedule information?
- ✓ vi. Can cash flow be auto generated using forecasted cost projections?
- ✓\* vii. Can cash flow data across multiple projects and multiple periods be consolidated into a rollup report?

Projectmates tracks the following financial and contract aspects of a project:

- |                          |                                  |   |
|--------------------------|----------------------------------|---|
| ■ Budgets                | ■ Change Orders                  | ■ Purchase Orders                                 |
| ■ Bid Packages           | ■ Request For Proposal           | ■ Fully-Collaborative 2-Way Bidding               |
| ■ Contracts              | ■ Change Directives/Field Orders | ■ Invoices/Pay Applications (including retainage) |
| ■ Proposed Change Orders | ■ Earned Value Analysis          | ■ Cashflow Forecasting                            |

Built on collective industry knowledge and best practices, Projectmates provides construction accounting based on AIA standards. The subcontract modules provide the ability to create budgets, bid packages, analyze and compare supplier bids, and convert bids to contract. Contracts and change orders can be tracked, purchase orders can be issued, and invoices can be created. The budget becomes the capture all for all financial details within a project.

Projectmates Cash Flow Forecasting is a budgeting tool that helps you time your cash flow requirements, providing a reliable prediction as to how much cash will be needed at different intervals during a project. Users can setup forecasting options such as beginning and ending dates, straight line or S-Curve forecasting, and payment lag days to automatically calculate forecasted costs based on those settings, the project's committed costs, and current invoiced amounts. Cash flow forecasting is automatically generated using budget and schedule information.

### C. Contract Management

- ✓ a. The system shall be able to automate tasks associated with project contract management.
- ✓ b. The system shall be able to automate workflows associated with contracts, budgets, and costs (from project planning and pre-construction through close out).
- ✓ c. The system shall be able to perform historical tracking of bids and contracts, contractor performance, and change order status.
- ✓ d. The system shall be able to track all approved invoices per project by vendor for comparison to budget, track final project costs vs. budgeted costs, dashboard that shows all the projects with status of all the contracts in terms of financial payouts vs. total contract amount.

### Contract Management

Projectmates Subcontracts module enables multiple contracts to be created within a single project. From beginning to end, Projectmates automates the entire lifecycle of your subcontracts. Once a contract has been approved, external vendors can create Change Orders in Projectmates. With one click, the vendor starts the approval process. Responsible parties will be automatically notified. Internal and external project participants can attach or upload supporting files.

### Invoice Management

Projectmates automates the entire invoicing process. Invoices can be created electronically in alignment with a vendor's contract structure or task level billing detail. The schedule of values is pulled from the approved contract or purchase order automatically and prohibits payment in excess of contract or purchase order amounts. When there are approved change orders associated with a contract, they will automatically be added to the schedule of values. Retainage information is calculated, and invoice information links back to the budget automatically, avoiding double entry at multiple steps.

### Vendor Management

USD will be able to use the vendor summary to view all of the contracts, change orders, purchase orders and payment applications pertaining to each vendor.

### D. Construction Inspection Management

- ✓ a. The system shall be able to provide electronic forms for tracking inspections (and progress) on construction projects.
- ✓ b. The system shall be able to compare the original project plan with what is actually happening onsite each day.
- ✓ c. The system shall be able to provide visibility at every organizational level to make the rapid, accurate decisions to keep projects on track and meet USD expectations.
- ✓ d. The system shall be able to provide knowledge and accountability of all daily construction activities. Please describe your purposed system.
- ✓ e. The system shall be able to provide the ability to take pictures in the field and incorporate within the CPMS project linked to the daily diary logs and issues/PCOs.

As a truly intuitive and highly functional project management solution, Projectmates contains all the functionality needed to unite and streamline all complex construction project management processes. USD can tailor the workflow in Projectmates specifically to meet the needs of the organization. With A/E Field Reports, GC Daily Field Reports, and Photo Albums, specifically designed for construction management, Projectmates will easily meet and exceed USD expectations. Advanced functionality in Projectmates allows linking of issues to PCOs with just a couple clicks.

### E. Project Communications Hub

- ✓ a. The system shall be able to provide means of managing and viewing project correspondence and meeting logs.
- ✓ b. The system shall be able to provide consistency and accessibility of content.
- ✓ c. The system shall be able to archive completed projects.
- ✓ d. The system shall be able to track who accessed project files.

Projectmates is at the forefront of Integrated Project Delivery technology by providing a centralized place for owners, architects, engineers, and internal/external contractors to communicate throughout the entire lifecycle of a project. It promotes collaboration, increases accountability, and streamlines complex business processes. Project teams are large and complex, each focusing on a

different area of expertise. When project teams collaborate on the same platform, action and decisions can be made more quickly and knowledgeably. Projectmates empowers owners to take aggressive steps toward project transparency and innovation. Projectmates communications modules include Document Management, Discussion Forums, and Meeting Minutes. Other areas of the software promote correspondence through comments and other methods.

#### F. Scheduling

- ✓ a. The system shall be able to manage multiple schedules across projects and programs.
- ✓ b. The system shall be able to provide USD project managers instant visibility of project schedule performance.
- ✓ c. The system shall be able to import project schedules from Primavera SureTrack and Microsoft Project.
- ✓ d. The system shall be able to analyze schedules comparing the initial approved baseline schedule to the actual schedule to see real-time progress and exceptions being late tasks.

The Schedule component of Projectmates automates the creation of timelines and reminds team members of their tasks and deadlines, keeping projects on target. Projectmates provides online access to schedules anywhere anytime, reducing paperwork. Individual project schedules can be created within the schedule module, imported, or copied from a template project. The software supports simple milestone schedules as well as complex construction schedules. Multiple schedules can also be tracked in a single project.

Benefits of Projectmates Schedules:

- Create timelines based on information you enter about project tasks
- Assign tasks to individuals and keep them on-target through the Task Manager
- Schedules can be viewed either as calendars or Gantt charts
- Easily compare baseline to planned and planned to actual schedules
- Import schedules from Microsoft Project, Microsoft Excel, Primavera SureTrack
- Export schedules to Microsoft Excel
- Easily exchange information with Microsoft Outlook and Excel
- Powerful features: multiple schedules, controlled access and automated task management
- Predecessors can be assigned to tasks in a schedule, which will automatically update task dates that are linked.

#### G. Project Records Management

- ✓ a. The system shall be able to store and share project files.
- ✓\* b. The system shall be able to provide catalog card function for keeping track of project file attributes.
- ✓\* c. The system shall be able to capture picture attributes for entered descriptions, GPS locations (if applicable), et cetera.
- ✓ d. The system shall be able to search for files based on keywords in file metadata.

Projectmates provides document management modules that are used purely for the purpose of storing and maintaining all documents that pertain to a particular project, giving each project its own unique document library. Folder structures are extremely flexible and easy to customize. Tabs, menus, folders, and subfolders can be created, renamed, and deleted with just a few clicks. The software also gives you the ability to search on the document name.

The following features are available in Projectmates document management modules:

- Multiple file uploads with drag-and-drop
- Multiple file downloads
- Copying and Moving folders / files
- Locking/unlocking files
- Viewing files in a built-in document viewer (if software is not available on user's machine)
- Version control (storing multiple versions of a single file)
- Audit log (storing a history of file access)
- File approvals and routing
- Email notification when files are added

The versatile document management module has the ability to upload, store and access all types of AEC documents, drawings, specifications, correspondence, equipment specifications, as well as BIM models. When uploading new files, users will have the option to select team members to receive email notifications. Additionally, emails can be sent at any time, simply by selecting the files/folders in Projectmates and clicking the email icon.

Projectmates Photo Album modules are specifically designed to house project pictures with up to four custom fields to capture picture attributes that can be entered upon upload and/or edited later. Photos can be viewed as thumbnails or expanded to full size with just one click.

**H. Project Performance Monitoring**

- ✓ a. The system shall be able to provide executives and managers with capabilities for analyzing project and program performance and tracking key performance metrics.
- ✓ b. The system shall be able to support with the ability to drilldown on reports to specific projects.

Projectmates provides versatile reporting functionality out-of-the-box by offering a wide variety of standard reports. Every standard report has the capability to be sorted by any column. Dashboards can be created for any group of projects desired. For instance, USD can create a dashboard for just the projects they are managing or for projects grouped by funding source, project type, project manager, and construction phase. Real-time reports provide up-to-the-minute accuracy for quick decision making. Projectmates pulls data from multiple sources (e.g. budget, contracts, and invoices) in real time so you will always have an accurate and up-to-date bird’s eye view of your projects.

**Benefits of Projectmates Reporting:**

- Over 100 out-of-the-box reports
- Export in multiple formats
- User-defined Portfolios, or groups of projects
- Automatic report delivery
- Robust drill down capability
- Sorting capability
- Immediate real-time reports with up-to-the-minute accuracy for quick decision making

Projectmates brings program oversight to the day-to-day management of projects. USD will be able to track budgets, compare actual costs versus anticipated costs, forecast cash flow requirements, and track project expenses by department. Reports capture vital information, such as project status, total project cost, and change orders to date.

In addition to financial reporting, there are also task management reports such as schedule milestone reports, RFI reports, submittal reports, and Action List reports, etc.

**I. Project Workflow Automation**

- ✓ a. The system shall be able to alert and notify messages to USD managers.
- ✓ b. The system shall be able to manage and track project submittals and RFIs automatically. Define the participants in a workflow then the workflow automatically routes the documents to those participants with audit history.
- ✓ c. The system shall be able to easily see who has the document, how long they had it, when it is due, etc. for management of time sensitive dates that are audited and shown on a dashboard or email notification of due dates that have passed.
- ✓ d. The system shall be able to ability to track issues/potential change orders and correspondence that can be referenced to a number to aggregate all the associated information.

Projectmates has over 40 different modules specifically designed to help manage and automate workflows in your capital construction projects. These modules can be configured according to Industry Best Practices to meet the needs of USD. For example, in the case of submittals, the workflow in Projectmates is configurable specifically to meet the needs of USD. The Project Administrator can create multiple submittal threads such as Architectural Submittals, Steel Shop Drawings, etc. When a Submittal is created in the system the responsible party will be notified via an email. The submittal will appear in the responsible party’s My Calendar and Ball in Court. If the Submittal becomes overdue, Projectmates will send an automatic email reminder. When a submittal is opened, the user will have the information about the origination of the submittal, the routing of submittal and the final action taken all on one page. Projectmates also allows reports to be run, printed or emailed from within a single workflow item.

**J. For Software-as-a-Service solution (SaaS), please answer the following questions**

- ✓ a. Is the software also offered for on premise deployment?
- ✓ b. Can we begin with the SaaS environment and then migrate the data to the on premise environment at a later date if desired?
- ✓ c. Please describe the physical hosting facility and the mechanisms in place to protect against a breach in security, or a natural disaster. As part of your response please describe the physical security, bandwidth provisioning, power, cooling, and back-up systems.
- ✓ d. Is your hosted software SAS70 or SSAE 16 certified? If yes, please indicate if the certification is a Type I or Type II and provide a copy of the most recent SAS70/SSAE report, along with the contact information of your SAS70/SSAE independent auditor. Please indicate if your SAS70/SSAE auditor is a member of the AICPA.
- ✓1 e. Please confirm if your company and your data center has independent SAS70 or SSAE 16 Type II reports.
- 100% / f. What is the uptime percentage of your application over the last 12 months? What is the guaranteed percentage of uptime?  
99.9%
- ✓ (No) g. Have there been any application outages excluding maintenance windows in the last 12 months? If yes, please describe cause and resolution and amount of down time.
- ✓ h. Please describe your disaster recovery plan and please state the recovery time objective (RTO) of your plan.

Our response presents a client-hosted solution maintained by USD. This hosting option is 100% web based. USD will be able to manage its projects on a dedicated server with a custom portal page. Systemates can offer this at substantial value to USD.

Our datacenter is professionally managed by SunGard, one of the top data centers in the US. Datacenter currently provides hosting services for clients that require compliance with PCI, HIPPA, and other high security audits. From an infrastructure perspective, the SunGard Richardson hosting facility provides redundancy at all levels of the infrastructure, including power, network, server level, and storage level redundancies.

**Power Management Features:**

- 2N Electrical Infrastructure
- (6) MW ONCOR single electrical feed
- (3) 3750 KVA GE redundant transformers in ring configuration
- (4) HOLT/CAT 2000 kw Diesel Generators
- 72+ hours fuel supply onsite, system is pre-engineered to add (4) more generators as growth requires
- (8) Liebert 750 KVA modules in N+2 configuration
- (34) Emerson/Liebert Power Distribution Units (PDU)

**Environmental Controls:**

- N+1 Trane Centrifugal Chillers
- (35) 30-ton Chilled water CRAC units on the raised floor
- (13) 30-ton Split System-DX (Direct Exchange) CRAC units
- (12) Liebert Roof Top Units
- VESDA (Very Early Smoke Detection Apparatus)
- FM-200 Fire Suppression System
- Dry-pipe pre-action sprinkler system
- Electrical Monitoring
- Under the floor water detection system
- Control and Monitor 32,000 points in the Facility

Part of the ISO and SAS70 Type II audit is to make sure that all critical facility equipment is properly maintained.

**Physical Security Features:**

- Onsite personnel 24/7
- Electronic and physical security
- Biometric and card security system
- CCTV video surveillance system with DVR recording
- Man-trap entry and badge-only access
- SAS70 Type II Certified
- ISO 900:2001 Certified

**Connectivity:**

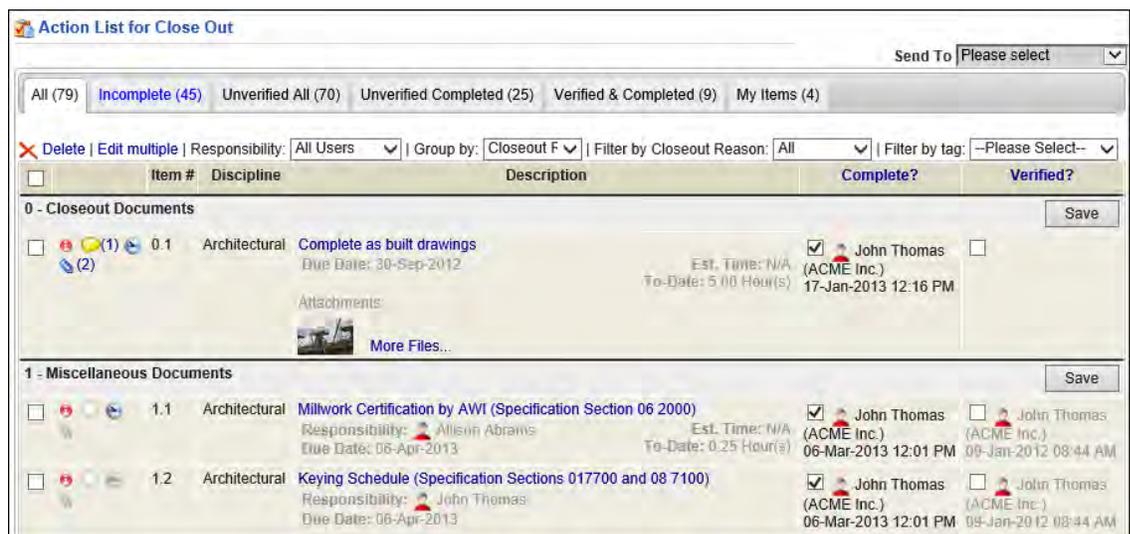
- Meshed, multi-vendor Internet transit connectivity
- Multiple ILEC and CLEC access providers
- Diverse fiber entry and intra-building fiber paths
- Redundant internal network distribution platforms
- Dual physical hand-offs (Copper, single-mode and multi-mode fiber)
- Ten (10) telco carriers

<sup>1</sup>Our data center has ISO and SAS70 Type II certification. If it is a requirement, our company can obtain individual certification as well. This documentation can be furnished upon notice.

*K. Post construction*

✓ a. The system shall be able to perform follow-up tracking and notify defects.

- Punchlist / punch walks
- Project Close-out checklist, with reminders
- Contracts Close-out releases retainage
- Warranty schedule with reminders of warranty expiration



Project Close-out Checklist

# RFP EXCEPTIONS

**ATTACHMENT C**

RFP Exceptions Form

Requirement	Location in RFP	Explanation of Exception
There are no exceptions to report.		

## COST FORM

### XII. COST PROPOSAL BID ITEM FORM

(NOTE: THIS IS NOT AN ORDER)

#### Capital Program Management System

		Year 1	Year 2-5	Total
Software	Includes Active Directory Sync, plus 50 User Licenses. Does not include 3rd party software programs such as Microsoft Windows OS, SQL Server, or Brava! viewer software, or virus protection software.	\$ 41,500		\$ 41,500
Implementation Services		\$ 58,990		\$ 58,990
Maintenance & Support	20% of software + user licensing cost / per year	\$ 8,300	\$ 33,200	\$ 41,500
Other Services	40 hrs of customization / programming	\$ 7,400		\$ 7,400
<b>Totals</b>		<b>\$ 116,190</b>	<b>\$ 33,200</b>	<b>\$ 149,390</b>

Note: Price does not include travel, lodging, and boarding expenses for on-site meetings/trainings.

#### Other Services

"Other Services" refers to all pricing / costs for other services that the bidder is able to offer that is described within the RFP as desirable. Please list the type of services that are proposed. Attach a separate price list indicating the type of services that are available. The vendor should note the types of services must be clearly identified/described and associated cost itemized. Cost associated for staff time must include hourly rate, staff position (titles), minimum charge, etc.

Item Description	Total
Additional User Licenses - cost per user - to be purchased in blocks of 25. Add 20% of cost for annual maintenance	
51-100 Users	\$ 500
100-500 Users	\$ 350
Escalated support beyond first 90 days (per month - paid annually)	\$ 750
Professional Services (per hour - pre-paid in blocks of 10 hrs)	\$ 145
Custom Reports programming / per hour	\$ 185
On-site Training - first day	\$ 1,750
On-site Training - each additional day	\$ 1,000
<b>Totals</b>	

Note: Price does not include travel, lodging, and boarding expenses for on-site meetings/trainings.

#### Implementation

Vendor Instructions: "Implementation" refers to all costs associated with the customization and deployment of the system. The bidders should note that the implementation duration, start and end dates, staff numbers, rate, and costs MUST be consistent with and supported by the staffing plan, or the proposal may be rejected. Project management, reporting, and other administrative hours shall be included within the areas detailed below. All activities should be considered a fixed price bid.



RFP# S-14-S-168 for Capital Program Management System

**Legend**

Duration	Measured in months; duration of the task area
From Date	Date task area begins
To Date	Date task area ends
# of Staff	Number of individuals assigned to task area: each must be identified in the staffing plan
Avg. Hourly Rate	Average bill rate for all individuals in task area, including all travel costs
Total Hours	Total hours of service provided for task area
Total Cost	Total cost of task area

**Total Implementation Cost**

Task	Duration	From Date	To Date	# of Staff	Ave Hourly Rate	Total Hours	Total Cost
Requirements	0.43	1-Oct-13	14-Oct-13	2	\$ 165	64	\$ 10,560
Customizations	0.90	17-Oct-13	13-Nov-13	2	\$ 145	60	\$ 8,700
Project Management	5.67	23-Sep-13	12-Mar-14	1	\$ 145	100	\$ 14,500
Testing	0.97	1-Nov-13	30-Nov-13	2	\$ 145	30	\$ 4,350
Training	2.70	10-Oct-13	30-Dec-13	2	\$ 145	72	\$ 10,440
Cut-over Support	2.87	16-Dec-13	12-Mar-14	1	\$ 145	72	\$ 10,440
<b>Totals</b>						398	\$ 58,990



## STATEMENT OF EXPERIENCE

### *Offer's References and Statement of Experience*

*Fill in sufficient detail to establish your ability to carry out the Scope of Work and as evidence of responsiveness to the RFP requirements. Also refer to Section VI, Proposal Criteria and Evaluation, and Section XI, Proposer's References and Statement of Experience for these requirements.*

#### *Executive Summary*

As Union Sanitary District (USD) outgrows the technology and capabilities of its current project management methods, it is seeking to upgrade to a project management software solution that can manage its construction projects from the planning phase through project closeout. We will show how our solution offers capital program management software and provides the most comprehensive set of construction management tools and innovations designed specifically for owner construction programs. The executive summary briefly recapitulates The District's requirements from the software solution and Systemates' response to these requirements.

USD seeks a high-tech solution to meet its capital construction initiatives. It requires a software solution that is completely web based with secure access to contractors, engineers and architects as well as high-level stakeholders. The software should facilitate collaboration as well as accountability amongst the entire project delivery team and reduce the amount of rework and redundancy that occurs today. Systemates offers its program management software, Projectmates, which meets all of these requirements and much more.

We have a strong portfolio of public and private institutions, including Trinity River Authority, Delaware Air National Guard, Montclair State University, Stony Brook University, and Milton Hershey School, to name a few. These clients have successfully used Projectmates for aggressive capital improvement programs. Projectmates has features designed specifically for public entities, such as a bids and plan room where bids can be posted publicly and a project request form for use in capital improvement program planning. With our vast experience, we are confident in our ability to deliver for The District.

Rapid deployment of Projectmates is one of our strongest differences from the competition. Once the contract is executed, the "Go Live" of Projectmates occurs typically within 3-4 months. Our response presents a client-hosted solution maintained by USD. This hosting option is 100% web based. USD will be able to manage its projects on a dedicated server with a custom portal page. We also deliver a seamless transition during the implementation phase and after with the least amount of business interruption.

Projectmates software can be purchased in different formats: Total Control and Installed Solutions. Both hosting options are 100% web based and require no software installation on users' computers. Our response includes a detailed cost proposal for a self-hosted solution hosted and maintained by USD. This gives USD total self-operational control and ownership of the system. USD will be able to control and manage its projects on a dedicated server with a custom portal page. Unlike other providers, Systemates can offer this model at substantial value to USD. The proposed software employs the same high-level security protocols used by most banking and government institutions with full support for 2048-bit encryption. Sensitive data is encrypted to prevent outside tampering. Https:secure socket access further ensures the integrity of USD data.

#### **Projectmates by Systemates**

Projectmates is the online capital project management software designed to simplify things, letting you keep track of tasks, handle changes, and report progress with ease. You can coordinate with team members, letting people track their own work, which frees you to focus on making decisions. Projectmates offers the flexibility to self-customize the appearance, terminology and workflow processing as well as forms to meet any and all specific needs that your organization has. Using a simple web browser, your teams can share drawings, documents, meeting minutes, discussions, project budgets, invoices and many more management processes. You will see immediate results in cost and time savings and reduced risks.

Built on collective industry knowledge and best practices, Projectmates is scalable, quick to implement, and flexible. USD can tailor the workflow in Projectmates specifically to meet the needs of the organization. Offering construction project management solutions through Projectmates is the one and only core focus of our business. As a truly intuitive and highly functional project management solution, Projectmates contains all the functionality needed to unite and streamline all complex construction project management processes.



**Projectmates provides all the functionality you expect from mission critical software, such as:**

- **Controlled Access:** The role-based security in Projectmates makes sure that users have appropriate access only to the information and documentation they need to complete their portion of the work in a given project. USD has complete control over the roles and rights they are assigned within each workflow on a project-by-project basis.
- **Accountability:** All of Projectmates’ modules are designed so that responsible parties are automatically emailed when a task is assigned to them and when items become overdue. As soon as a user logs into Projectmates, he or she can view and access tasks across multiple projects with My Calendar, which shows tasks by due date. In addition, the Project Home Page lists all “Ball in Court” items for the user.
- **Archiving:** Using the Backup & Archive module in Projectmates, users can create a “snapshot” of an entire project at any given point in time. As in all Projectmates’ modules, the user has limited access to his or her assigned permission level when creating an archive.
- **Auditing:** Projectmates provides a date/ time/ user stamp for any action taken in workflow processes.

**Projectmates Features:**

Projectmates provides over 40 different modules out-of-the-box, making it one of the most complete products.

- |                            |                             |                                   |
|----------------------------|-----------------------------|-----------------------------------|
| ■ Document Management      | ■ Contacts                  | ■ Team Directory                  |
| ■ Discussion Forums        | ■ Schedules                 | ■ Punch Lists                     |
| ■ Meeting Minutes          | ■ Bulletins                 | ■ RFIs (Issue Tracker)            |
| ■ Submittals               | ■ Field Reports             | ■ Budgets                         |
| ■ Contracts/ Change Orders | ■ Purchase Orders           | ■ Work Orders                     |
| ■ Proposal Requests/ PCOs  | ■ Directives                | ■ Invoices/ Pay Apps              |
| ■ Photo Albums             | ■ Risk Management           | ■ Bidding (Online or Offline)     |
| ■ Parts Ordering           | ■ Backup/ Archive           | ■ Portfolio Reports               |
| ■ Mobile Accessibility     | ■ Customized Ad-Hoc Reports | ■ Do-It-Yourself Custom Web Forms |

**Integrated Project Delivery**

Projectmates provides a centralized place for owners, architects, engineers, and builders to communicate throughout the entire lifecycle of a project. It promotes collaboration, increases accountability, and streamlines complex business processes. Project teams are large and complex, each focusing on a different area of expertise. Projectmates empowers owners to take aggressive steps toward project transparency. When project teams collaborate on the same platform, action and decisions can be made more quickly and knowledgeably.

Projectmates has been designed as a streamlined BPA (Business Process Automation) that adheres to best practices in construction management. The founders of Projectmates have over 50 years of combined experience in Architecture and Construction and are aware of all the drawbacks in other project management software solutions. Projectmates was built to intuitively manage every phase (plan-build-maintain) of construction management without the pitfalls found in other solutions. It is comprehensive and robust, yet user-friendly, making this the easiest software solution to use in construction management.

**Budgeting and Financial Management**

Projectmates tracks the following financial and contract aspects of a project:

- |                             |                        |                                  |
|-----------------------------|------------------------|----------------------------------|
| ■ Budgets                   | ■ Bid Packages         | ■ Contracts                      |
| ■ Change Orders/PCOs        | ■ Request For Proposal | ■ Change Directives/Field Orders |
| ■ Invoices/Pay Applications | ■ Purchase Orders      | ■ Cost Code Tracking             |

Built on collective industry knowledge and best practices, Projectmates provides construction accounting based on AIA standards. The subcontract modules provide ability to create budgets, bid packages, analyze and compare supplier bids, and convert bids to contracts. Contracts and change orders can be tracked, purchase orders can be issued, and invoices can be created. The built-in logic and approval process makes it easy to keep contracts, purchase orders and invoices synchronized. The budget becomes the capture all for all financial details within a project.

USD will be able to include internal and external consultants, contractors, and construction managers in cost-related workflows. As a truly collaborative software, Projectmates lets outside parties participate in subcontracts, change orders, purchase orders, and invoices, while only being able to access their own company’s cost information. USD's budget information remains confidential.

### Document Management and Tracking:

Projectmates provides document management modules used purely for the purpose of storing and maintaining all documents that pertain to a particular construction project. Projectmates provides for routing documents and digitally obtaining signature authority from both USD's stakeholders and other users (e.g. vendors) as part of any defined workflow. Documents can be routed through document management, or the documents can be a part of a process such as Change Order, Pay Application, RFI, Submittal, etc. The following features are available in Projectmates document management modules.

- Multiple file uploads and downloads
- Moving files
- Version control (storing multiple versions of a single file)
- File approvals and routing
- Viewing files in a built in document viewer (if software is not available on user's machine)
- Copying files
- Locking/unlocking files
- Audit log (storing a history of file access)
- Email notification when files are added

### Workflow Process Management

Projectmates includes workflows for every module that can be setup by the Administrator. These workflows can be setup based on a role, a user, financial thresholds, etc. Project templates can be created for different types of projects with appropriate workflow already configured. When you create a new project, a template can be applied to the project, and then modified for that project as required. All functionality in Projectmates has been setup to centralize and streamline communications among several construction project parties. From discussion forums and meeting minutes to RFIs and Submittals, Projectmates provides a central portal for the team to collaborate.

### Scheduling

The Schedule component of Projectmates automates the creation of timelines, saving you time. It reminds team members of their tasks and deadlines, keeping projects on target. And it provides online access to schedules anywhere anytime, reducing paperwork. Projectmates Schedule offers powerful features including multiple schedules, controlled access and automated task management.

### Reporting

Projectmates provides versatile reporting functionality out-of-the-box by offering a wide variety of standard reports. Every standard report has the capability to be sorted by any column. Dashboards can be created for any group of projects desired. For instance, users can create a dashboard for just the projects they are managing or for projects grouped by budget scope.

- Nearly 200 out-of-the-box reports
- User-defined Portfolios, or groups of projects
- Robust drill down capability
- Immediate real-time reports with up-to-the-minute accuracy for quick decision making
- Automatic report delivery
- Export in multiple formats
- Sorting capability

Provide at least three customer references for work that your company has performed that is similar or equivalent to that requested in this RFP; if possible please list a reference that is based in the San Francisco bay area that is willing to allow an onsite visit by the project team. Include the company name, contact person and contact information, and a description of the work performed. Note that references WILL be contacted and contact information that is not accurate (e.g., an incorrect telephone number) will be considered non-responsive. USD's Evaluation Team will not make additional telephone calls in order to obtain correct contact information.

## References

Systemates launched Projectmates in 2000. Projectmates capital project management software has been our sole passion and focus since its launch over a decade ago. We have vast experience implementing and supporting Projectmates for owners with complex capital programs, including the Trinity River Authority, Delaware Air National Guard, Montclair State University, Stony Brook University, Milton Hershey School and many more. With our vast experience, we are confident in our ability to deliver for USD.

Company: **Trinity River Authority**, Arlington, Texas  
Project: The Authority provides clean-water services to 17 Texas counties and more than 60 cities in the Trinity River basin. Since 2004, TRA has relied on Projectmates to help manage and oversee construction and improvement of its capital assets worth over \$1.7 billion to date. In September 2011, TRA renewed a long-term contract for Projectmates, thus continuing its 7-year partnership with Systemates. Systemates hosts and maintains TRA's Projectmates server.  
Contact: Mike Querry  
Email: [querrym@trinityra.org](mailto:querrym@trinityra.org)  
Work: 972.263.0076  
Cell: 817.366.9043



Company: **Reading Hospital and Medical Center**, Reading, Pennsylvania  
Project: Reading Hospital has been using Projectmates as an enterprise-wide solution since 2003. The Reading Hospital and Medical Center is a not-for-profit healthcare center with multi-campus facilities. Reading Hospital has used Projectmates to manage the complete lifecycle of projects, including design, bidding, construction administration, and financial tracking. The Reading Hospital and Medical Center has 40 to 60 capital projects each year, ranging in cost from several thousand to multi-year, multimillion dollar projects.  
Contact: Dave Major, Senior Project Manager  
Email: [majord@readinghospital.org](mailto:majord@readinghospital.org)  
Phone: 610.988.4351



Company: **Montclair State University**, Montclair, New Jersey  
Project: Montclair State University is the second-largest and fastest-growing public institution of higher education in New Jersey, which boasts a 250-acre campus with state-of-the-art facilities. Beginning last year, they selected 22 high priority projects outlined in its Capital Master Plan. The University has been using Projectmates to manage several hall renovations estimated at \$27 million, student housing renovations estimated at \$40 million, and numerous parking and road improvements estimated at \$35 million.  
Contact: Jonathan Lee, Director of Facilities  
Email: [leejo@montclair.edu](mailto:leejo@montclair.edu)  
Phone: 973.655.3294



Capital Program Management System

**XI. PROPOSER'S REFERENCES AND STATEMENT OF EXPERIENCE**

The Proposer, as a Contractor or supplier or manufacturer (Contractor) furnishing a proposal hereunder has been engaged in the business of installing the items described herein under the present business name, for 13 years. Experience in work of a nature similar to that covered in the proposal, extends over a period of 18 years.

The Proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

When a client has gone out of business or has a management change in direction.

To be considered for award, the Contractor shall have completed at least 3 projects of similar type and complexity within the last five years.

The following Contracts have been satisfactorily completed in the last 5 years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount.	Location and for Whom Performed	Contact Name	Phone Number
2004 to Present	CPMS Vendor Hosted	Not prepared to disclose	Trinity River Authority, Fort Worth, TX	Mike Querry	972.263.0076
2003 to Present	CPMS Client Hosted	Not prepared to disclose	Reading Hospital, Reading, PA	Dave Major	610.988.4351
2012 to Present	CPMS Client Hosted	Not prepared to disclose	Montclair State University, Montclair, NJ	Jonathan Lee	973.655.3294

Signature: \_\_\_\_\_

Print Name: Hemant Bhave, AIA

Title: Vice President

Date: August 14, 2013



Statement of Experience

Principal, Supervisory and Staff Qualifications and Experience

Identify the primary supervisory and management staff, including engagement principals, managers, other supervisors and specialists, who would be assigned to the engagement. Provide detailed information indicating the appropriate project management, software, and application development experience of each person.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement principals, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Union Sanitary District. However, in either case, the Union Sanitary District retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

Systemates' philosophy is to maintain a team of qualified and seasoned professionals to work with USD throughout the entire process of the Projectmates implementation, including post-implementation support. Hemant Bhave, Kaelly Culbertson, and Mike Zamora will be actively involved in the implementation process with USD along with other staff members from Development and Implementation Departments.

Hemant Bhave, AIA, Vice President

Role:

Partner in Charge

Responsibilities:

Hemant is responsible for the overall account management of enterprise clients. He has successfully managed over 20 implementations and trainings, such as Stony Brook University, Trinity River Authority, Delaware Air National Guard, The Home Depot, Office Depot, Bridgestone/Firestone, Reading Hospital, and Crate and Barrel.

Prior Experience:

Hemant is a registered Architect in Texas with over 25 years of experience in the construction field. In addition to Project Management and Construction Administration knowledge, Hemant possesses in-depth knowledge of Windows based servers, networking, Internet, and ecommerce applications. In his early career, he developed CAD standards and automation programs for several architectural firms. In 1996, he developed a document management prototype for construction projects. This proto-type was later used for development of dozens of national and international projects. Since the inception of Systemates, Hemant has focused his efforts on the Internet for the construction industry. He has given seminars to AIA, TSA, and CSI chapters regarding project management and Internet technology.

Employment History:

Company	Title	Years
Systemates, Inc	Vice President	11+
The Stichler Group, Inc., Arlington, TX	Associate / Project Manager	4
Carter & Burgess, Inc., Fort Worth, TX	Project Manager	5
Tittle Luther Partnership, Abilene, TX	Associate / Project Architect	5

Education:

University of Bombay, India – Bachelor of Architecture  
Academy of Architecture, India – Diploma in Architecture

Certifications:

Registered Architect, State of Texas; 1989  
Registered Architect, Council of Architects, India; 1983



**Kaely Culbertson, Implementation Manager**

**Role:**

Training and Implementation Manager

**Responsibilities:**

Kaely manages the implementation and training of Projectmates software. This entails conducting weekly progress meetings and driving the implementation schedule to ensure the project stays on track. Kaely works with the client from the initial kick-off meeting and gathering requirements, to configuring the software, and through conducting Train-the-Trainer sessions. She also consults with clients regarding customization requests such as reports, forms, and programming changes. This includes gathering requirements, communicating with developers and clients during the design process, and testing the new functionality to ensure that it works as requested.

**Prior Experience:**

Kaely has conducted numerous successful implementations and trainings of Projectmates for clients such as Montclair State University, Teavana, Petco, Milton Hershey School, Collin County, and RaceTrac. She has experience onboarding clients' internal stakeholders as well as training their external partners such as vendors, architects, and contractors. Knowledge of the construction industry, hands-on experience, project management skills, and attention to detail have all contributed to Kaely's strong track record of Projectmates implementations. In addition, her active involvement in supporting Projectmates gives Kaely keen insight into how clients are actually using the software. Kaely is dedicated to Projectmates clients and goes out of her way to ensure clients get timely, helpful information when they need it. Prior to employment with Systemates, Kaely worked in marketing and support for a privately-owned scientific supplies and equipment wholesale company. She managed the company website, developed client communications, and provided customer service to both resellers and end-users of the scientific products.

**Employment History:**

Company	Title	Years
Systemates, Inc	Implementation Manager	3+
VEE GEE Scientific	Support Specialist	5
AmeriCorps	Full-Time National Service Volunteer	1

**Education:**

Pacific Lutheran University, Tacoma, WA – Bachelor of Arts



**Mike Zamora, Sr. Solutions Architect**

**Role:**

Solutions Architect

**Responsibilities:**

Mike is responsible for the overall client management. He has successfully managed over 100 construction technology implementations and trainings, including One 57 Carnegie (aka Carnegie 57), The Katz Women’s Hospital, JFK Delta Terminal, National Museum of African American Heritage and Culture (NMAAHC), Stanford University Medical Center and Hospital, Reston Town Center Development.

**Prior Experience:**

Mike is an experienced project manager and consultant in construction with over 15 years of experience in the industry. He has served in nearly every role in the construction process, including trade contractor, facilities engineer, GC, owner representative, and third party consultant. Mike also served as the Associate Dean of Construction Trades and the Dean of Education at Alaska’s largest private college. His accomplishments included the design and development of a Bachelor of Science in Construction Management that was approved by the State of Alaska and accredited by the accrediting entity.

Mike’s areas of interest include Construction Technology, Total Quality Management and Construction Accounting. He is a member of the Institute of Management Accountants and American Institute of Certified Public Accountants.

**Employment History:**

<b>Company</b>	<b>Title</b>	<b>Years</b>
Systemates, Inc	Sr. Solutions Architect	1
LATISTA Technologies	Sr. Project Manager	2
Harris-Webb Consulting Co.	Principal Consultant	4
Charter College – Anchorage	Dean, Program Manager, Owner Representative	3
The Whiting-Turner Contracting Co.	Project Engineer	2
Ocean Electric	Junior Engineer	3
Cedar Fork Properties	Facilities Engineer	4

**Education:**

Syracuse University, Syracuse, NY – Master of Business Administration, Organizational Management (IP)

Stanford University, Stanford, CA – Certification in Project Management (IP)

Sam Houston State University, Huntsville, TX – Bachelor of Science, Industrial Technology, Construction Management



## PROJECT TASKS AND TIMELINE

The proposal should provide an implementation plan, including an explanation of the methodology to be followed, to perform the services required in Section III of this request for proposal.

### Project Deliverables

USD requires the following deliverables to be produced during the course of the project. The Firm will be the lead for all work scope unless otherwise stated.

#### i. Implementation Plan

a. Develop a detailed time-phased implementation plan to carry out the final recommendations. The plan shall include timing and resources needed to implement tasks identified in the detailed scope.

i. At a minimum each of the following milestones and deliverables should be included on your proposed project schedule.

1. Kick-off meeting
2. Provide implementation plan
3. Provide application for testing and review
4. Provide revised implementation plan and application changes
5. Perform application installation.
6. Provide documentation; and user documentation for testing and review
7. Provide final application; modifications (if any), installation, and administration documentation; and user documentation
8. Training and rollout

To kick-off the implementation process, we will send a Projectmates Implementation Specialist to conduct a 2-day fact finding session where we meet with all key USD departments, such as Accounting, Design, Construction, and Upper Management. The Implementation Specialist determines what business processes are currently in place and defines those processes in Projectmates. Once the software has been configured, the Implementation Specialist meets with USD's core team for a "Proof of Concept" workshop where the teams run through a project from start to finish in the software. This workshop is an opportunity to solidify how processes will run in Projectmates and identify if there are any remaining issues prior to onsite training. Systemates conducts in-person trainings in preparation for software "Go Live." In addition to the in-person meetings, USD can expect weekly progress meetings utilizing advanced web technologies, making meetings more interactive and productive.

Projectmates is used to manage construction programs, but USD can capitalize on the software's functionality early on in the implementation process. Systemates will set up a live project in the software to track and manage the actual implementation of the software. For example, the team will store and share implementation and training documents in the software, manage the implementation schedule in the schedule module, generate weekly meeting minutes, and assign to do items to specific people. This not only meets the need for project transparency but also gets the team familiar and using the software early on.

Projectmates clients gain substantial value from our aggressive implementation efforts and dedicated implementation resources. Unlike other systems that can require many months to years to implement, Projectmates can be deployed within 3-4 months, which minimizes risk to clients while maximizing return on investment. Projectmates implementation methodology is modeled after the Project Management Institute's (PMI) 5-phase approach of Initiation, Planning, Execution, Monitor & Control, and Closure.

## Initiation

Once the contract is executed, project kick-off begins. Initial phone interviews are conducted to establish the project timeline and to get an overview of your current processes, key stakeholders, and expectations of the software.

## Planning

### ■ Installation

USD will be able to control and manage its projects on a dedicated server with a custom portal page. Systemates establishes your new web address, branded portal page, and SSL security certificate. The proposed software employs the same high-level security protocols used by most banking and government institutions with full support for 2048-bit encryption. We then configure the new server, install Projectmates, and test the new site to ensure it functions as expected.

### ■ Assessment/Needs Analysis

We send a Projectmates Implementation Specialist to meet with all key USD departments, such as Accounting, Design, Construction, and Upper Management. The Specialist determines what business processes are currently in place and defines those processes in Projectmates.

### ■ Gap Analysis

The Implementation Specialist reviews the information gathered from the discovery meetings and documents a plan for configuring the Projectmates site. Any customizations needed such as programming changes, additional forms, or special reports will be identified and sent to the Projectmates' development team.

## Execution

### ■ Configuration

A lot of detail goes into configuring your Projectmates site to ensure the software is tailored to meet your needs so that you get the greatest return on investment possible. For example, existing projects and users are added, templates developed, workflows tailored, terminology customized, and web forms developed. We then review the site with key stakeholders and refine as needed.

### ■ Training

After the initial configuration of Projectmates has occurred, Systemates will provide a comprehensive, customized training plan for USD. Since we've already configured your site and have a strong understanding of your business processes, trainings will aptly suit your needs. We include in-person training sessions addressing all major areas of the software.

A high adoption rate of software correlates strongly with how knowledgeable and efficient a project team is at using the software. Because of this, we also include web-based follow-up trainings to ensure USD's core team is trained in performing specific functions in Projectmates. These sessions can be follow-up training for USD and also end user training for the pilot project team. We recommend training the end users for the pilot project online since the core USD group will still be mastering the software. By employing advanced web conferencing technologies, our trainers deliver training designed for new and existing users who need to enhance their knowledge of Projectmates software.

## Monitor & Control

### ■ Activation Period

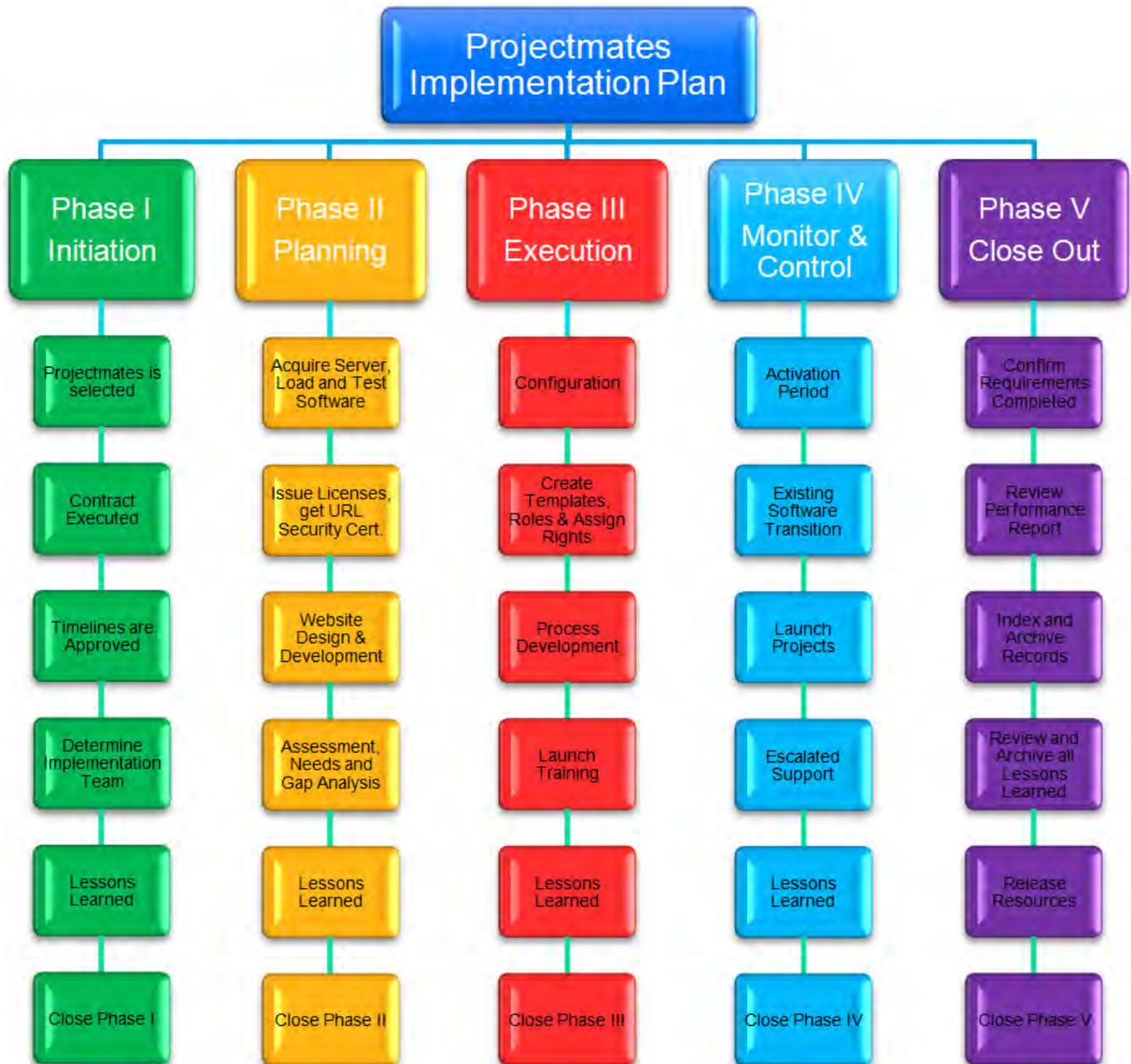
Rapid deployment is one of our strongest differences from the competition. From the time the contract is signed, the first project is typically launched in as quickly as 2-3 months. During the pilot projects, we continue to review and refine the software configuration and processes in place.

### ■ Escalated Support

Systemates will provide escalated support during the first 3 months of project rollout that includes addressing questions about the functionality of the system, guiding USD in best practices for using Projectmates, and offering ad hoc mini trainings as needed.

## Closure

At this point in the implementation, the client has multiple projects up and running on Projectmates. They can manage the system and launch new projects more or less independently of Systemates. A joint review of the project timeline and planning documentation is conducted to verify all items are complete.





**USD Implementation Schedule for Implementation**

#	Description	Duration	Start	Finish	%Complete	Pred.
1	Contract Review and Preliminary Planning	5d	23-Sep-2013	27-Sep-2013	0%	
2	Notice to Proceed received by Systemates	1d	01-Oct-2013	01-Oct-2013	0%	1
3	<b>Installation and Solution Build</b>	<b>8d</b>	<b>03-Oct-2013</b>	<b>14-Oct-2013</b>	<b>0%</b>	
4	Server Preparation	5d	03-Oct-2013	09-Oct-2013	0%	2
5	Create Portal Page	2d	03-Oct-2013	04-Oct-2013	0%	4
6	Perform application installation ♦	3d	10-Oct-2013	14-Oct-2013	0%	4
7	<b>Project Kickoff ♦</b>	<b>8d</b>	<b>02-Oct-2013</b>	<b>11-Oct-2013</b>	<b>0%</b>	
8	Project Team Introduction	1d	02-Oct-2013	02-Oct-2013	0%	2
9	Provide Implementation Plan ♦	1d	02-Oct-2013	02-Oct-2013	0%	2
10	Review Communications Model	2d	10-Oct-2013	11-Oct-2013	0%	8, 8
11	<b>Assessment / Needs Analysis</b>	<b>25d</b>	<b>10-Oct-2013</b>	<b>13-Nov-2013</b>	<b>0%</b>	
12	Onsite Discovery Meetings (2 Days)	5d	10-Oct-2013	16-Oct-2013	0%	6
13	Initial Training Session	1d	10-Oct-2013	10-Oct-2013	0%	12, 12
14	Provide Revised Implementation Plan ♦	5d	24-Oct-2013	30-Oct-2013	0%	12
15	Develop Draft Standard Operating Procedures Document	10d	31-Oct-2013	13-Nov-2013	0%	12
16	<b>Gap Analysis</b>	<b>11d</b>	<b>17-Oct-2013</b>	<b>31-Oct-2013</b>	<b>0%</b>	<b>12</b>
17	Review Wishlist items gathered from training and interviews	10d	17-Oct-2013	30-Oct-2013	0%	12
18	Prioritize Wishlist Items	1d	31-Oct-2013	31-Oct-2013	0%	17
19	<b>Software Configuration</b>	<b>20d</b>	<b>17-Oct-2013</b>	<b>13-Nov-2013</b>	<b>0%</b>	
20	Global Site Setup	20d	17-Oct-2013	13-Nov-2013	0%	12
21	Project Template Setup	20d	17-Oct-2013	13-Nov-2013	0%	12
22	Development of Custom Forms	20d	17-Oct-2013	13-Nov-2013	0%	12
23	<b>Acceptance Testing</b>	<b>60d (H)</b>	<b>15-Oct-2013</b>	<b>10-Jan-2014</b>	<b>0%</b>	<b>12, 12, 12</b>
24	Provide Application for Testing and Review ♦	12w (H)	15-Oct-2013	10-Jan-2014	0%	6, 13
25	Provide documentation and user documentation for testing and review ♦	1d	15-Oct-2013	15-Oct-2013	0%	24
26	<b>Training and Rollout ♦</b>	<b>39d (H)</b>	<b>01-Nov-2013</b>	<b>30-Dec-2013</b>	<b>0%</b>	
27	Onsite Proof of Concept Workshop (2 Days)	5d	14-Nov-2013	20-Nov-2013	0%	19
28	Determine Training Strategy	10d	01-Nov-2013	14-Nov-2013	0%	29
29	Develop training schedule, materials, & finalize logistics	25d (H)	07-Nov-2013	13-Dec-2013	0%	27
30	Onsite Internal Training (3 Days)	5d	09-Dec-2013	13-Dec-2013	0%	29
31	Web Based Training Sessions (6 Each, 2-Hour Sessions)	10d (H)	16-Dec-2013	30-Dec-2013	0%	30
32	<b>Soft Launch</b>	<b>30d (H)</b>	<b>14-Nov-2013</b>	<b>30-Dec-2013</b>	<b>0%</b>	
33	Provide final application; modifications (if any), installation, and administration documentation and user documentation ♦	1d	16-Dec-2013	16-Dec-2013	0%	29
34	Pilot Project	10d (H)	21-Nov-2013	06-Dec-2013	0%	27
35	Ongoing Refinement of SOP Document	30d (H)	14-Nov-2013	30-Dec-2013	0%	15
36	Continued Gap Analysis	15d (H)	21-Nov-2013	13-Dec-2013	0%	34
37	<b>Go Live</b>	<b>61d (H)</b>	<b>16-Dec-2013</b>	<b>12-Mar-2014</b>	<b>0%</b>	<b>34</b>
38	Launch all Projects	1d	16-Dec-2013	16-Dec-2013	0%	30
39	Fix minor issues and tech support	25d (H)	16-Dec-2013	21-Jan-2014	0%	38
40	Transition to USD Support	10d (H)	31-Dec-2013	14-Jan-2014	0%	38
41	Post Mortem Bi-Weekly Meetings	60d (H)	17-Dec-2013	12-Mar-2014	0%	38

b. All tasks that require USD employees' time must be separately identified and documented with the estimated hours defined for each task.

**Estimated USD Employee Time Requirements**

USD Project Team Role	Quantity	Tasks	Hours Per Month	Duration (weeks, months)
Program Manager	1	<ul style="list-style-type: none"> <li>Responsible for the overall implementation</li> <li>Primary liaison between USD and Projectmates</li> <li>Attends weekly meetings</li> <li>Must have a clear understanding for all requirements</li> <li>Needs to be the most familiar with USD business processes and Projectmates functions</li> <li>The ability to make change management decisions</li> <li>Verify work complete based on requirements established in RFP and project meetings through-out this process</li> </ul>	40-60	Entire implementation  Close-out Phase
Site Administrator	1 primary, 1 back up	<ul style="list-style-type: none"> <li>Needs to be USD's SME on Projectmates. This person should have authority to make decisions</li> </ul>	40-60	Entire implementation
IT Server Setup	1	<ul style="list-style-type: none"> <li>Responsible for installing Projectmates</li> <li>Works with Systemates to ensure proper installation of software</li> </ul>	10-15 (1st month only)	Planning Phase
Strategic planning	1 SME* per dept	<ul style="list-style-type: none"> <li>Responsible for transitioning from existing systems to Projectmates</li> </ul>	10-15	Planning Phase Monitor & Control Phase
Process Development	1 SME*	<ul style="list-style-type: none"> <li>Providing current business processes</li> <li>Communicate improved/change processes</li> <li>Responsible for gathering feedback/expectation from the major stakeholders in USD</li> </ul>	20 (2 <sup>nd</sup> -3 <sup>rd</sup> month)	Execution Phase
Training group	2	<ul style="list-style-type: none"> <li>Works with Systemates developing and managing the training program for all USD stakeholders internal and external</li> </ul>	16	Execution Phase
Launch Group	1 per launch category*	<ul style="list-style-type: none"> <li>Works with Systemates to ensure launch points are successful</li> </ul>	40 (3 <sup>rd</sup> month only)	Monitor & Control Phase

\*SME – Subject Matter Expert

\*Launch Category – Regional, Project Manager, Construction Type, Etc.

**Note: It is not required that you have separate people for each role, but we strongly recommend that these responsibilities be addressed for a successful implementation.**



c. Installed and configured Capital Program Management System software components on hardware procured by USD.

Please refer to response in letter a. above.

d. Properly functioning Capital Program Management System applications verified by system testing.

Please refer to response in letter a. above.

e. System configuration and administration documentation.

Please refer to response in letter a. above.

f. Training of two USD IT employees on proper support and administration of the Capital Program Management System.

Please refer to response in Training section below.

**ii. Project Schedule**

a. The proposed project schedule must be approved by the USD Project Manager prior to the start of work. The project schedule will be developed in Microsoft Project, unless otherwise approved by the USD Project Manager. The Project Plan will be maintained at least monthly and made available to the USD Project Manager.

Agreed. With authority of the USD Project Manager, we can produce the project schedule within Projectmates. Systemates will set up a live project in the software to track and manage the actual implementation of the software. For example, the team will store and share implementation and training documents in the software, manage the implementation schedule in the schedule module, generate weekly meeting minutes, and assign to do items to specific people. This not only meets the need for project transparency but also gets the team familiar and using the software early on. This will allow the Project Plan to be maintained in real time and available to the USD Project Manager at any time with the most accurate and up-to-date schedule.

**iii. Project Meetings**

- a. Prior to the start of work the USD Project Manager will conduct a project kickoff meeting that shall be attended by the Firm's Project Manager. At the project kickoff meeting the District will review the Firm's proposed project schedule, progress payments procedures, change order procedures, and other matters.
- b. The Firm's Project Manager will schedule, facilitate, and conduct weekly progress meetings with the USD Project Manager and other key personnel. The purpose of these meetings shall be to review the Firm's four-week schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- c. The agenda of progress meetings shall include, as a minimum, review of progress and schedule of the Work and any other matters related to the execution of the Work. The Firm shall prepare and distribute minutes of the meetings.

Agreed. To kick-off the implementation process, we will send a Projectmates Implementation Specialist to conduct a 2-day fact finding session where we meet with all key USD departments, such as Accounting, Design, Construction, and Upper Management. The Implementation Specialist determines what business processes are currently in place and defines those processes in Projectmates.

Systemates will set up a live project in the software to track and manage the actual implementation of the software. All meeting minutes during the implementation process will be generated, stored, and distributed from within this project on your dedicated live server.

**iv. Training of USD Personnel**

- a. Onsite user training including training manuals shall be provided for the CPMS. The preferred training approach would be onsite Firm led training for District Capital Improvements Projects (CIP) team members, and IT staff. Training should cover all available processes requested in the Detail Specifications Section (Attachment A). Training manuals shall include scripts on all major processes at the time of the training. Additional role specific user training or training of other District staff can be performed by District IT staff or CIP team members.
- b. Onsite support and maintenance training of USD IT personnel shall be provided for the CPMS application. These training services shall be conducted by the Consultant and shall emphasize the architecture of the CPMS implementation, theory of operations, administration, startup and shutdown instructions, troubleshooting, customization and maintenance.
- c. The Consultant shall coordinate training periods with USD, and shall submit to the District for review and acceptance no later than 30 days prior to planned training, a training schedule and training materials. Training shall not take place on Fridays. Training shall not be more than 4 hours on any schedule day. Training shall not commence until acceptance of the schedule and training materials by USD. All training shall be

completed immediately after the operational testing is successfully completed. USD shall have the right to videotape any and all training sessions.

d. The Consultant shall confirm each training period a minimum of three working days prior to the scheduled time.

After the initial configuration of Projectmates has occurred, Systemates will provide a comprehensive, customized training plan for USD. Since we've already configured your site and have a strong understanding of your business processes, trainings will aptly suit your needs. We include in-person training sessions addressing all major areas of the software.

A high adoption rate of software correlates strongly with how knowledgeable and efficient a project team is at using the software. Because of this, we also include web-based follow-up trainings to ensure USD's core team is trained in performing specific functions within Projectmates. These sessions can be follow-up training for USD and also end user training for the pilot project team. We recommend training the end users for the pilot project online since the core USD group will still be mastering the software. By employing advanced web conferencing technologies, our trainers deliver training designed for new and existing users who need to enhance their knowledge of Projectmates software.

**v. Security**

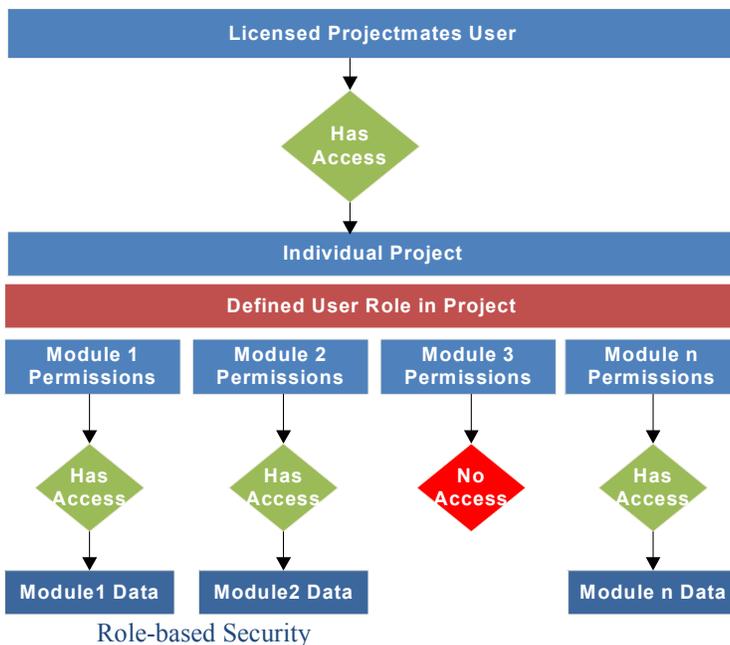
a. A secure environment is required for the CPMS application especially in regards to the integration with the District's other applications. The application security must integrate with Windows Active Directory for user account authentication and password management.

Projectmates supports integration with Windows Active Directory. Integration of Active Directory will be for USD employees only.

Capital programs entail vast amounts of sensitive information. For this reason, security is a high priority to us. We take every measure and safe-guard to ensure the security and protection of your sensitive data. With the same high-level security protocols used by most banking and government institutions with full support for 2048-bit encryption, password encryption, network security, and role based security, you can rest assured that your sensitive data is safe in Projectmates.

**Role-based Security**

Projectmates provides role-based security and permissions that can be set by a site administrator or the project administrator. If a user's role restricts access to a particular functionality, the user will not be able to see that the particular functionality exists. Likewise, if a user is not privy to specific information, then the user will not have any access to the privileged data. Sensitive cost data is further controlled according to industry best practices. In the case of subcontracts, change orders, purchase orders, and invoices, users can be restricted to view ONLY their company's financials and not that of other vendors.





*vi. Testing and Acceptance*

- a. The Consultant shall work in a lead role with USD IT staff to install the new application and test its functionality, operation, and performance. All defects appearing during these tests shall be immediately corrected by the Consultant. No unit process or part thereof shall be placed in service until it has successfully completed operational testing as defined by the District.*
- b. The CPMS application shall not be accepted unless the application functions without software problems during a sixty (60) consecutive business day trial period, to the satisfaction of the District. The last 10 consecutive days of the 60 day trial period must be uninterrupted service. The District reserves the right to restart the 60 day trial period, at their discretion, when a major software problem has been identified. The District will notify the Consultant when the 60 day trial period has been successfully completed.*

Projectmates is a COTS software (commercial off the shelf) solution that has been in use for well over a decade. This sixty-day trial period will be for testing the out of the box solution. The trial period shall begin on the first day of the initial training which is held during the initial on-site discovery/kick off meeting.

*vii. Support*

- a. The District will require support from the Consultant during the “go live” phase of the CPMS application and the 90 business day warranty period.*
- b. Supplier shall provide a separate agreement for any maintenance service provided beyond the warranty period. This maintenance agreement shall begin upon expiration of the warranty period. Supplier shall provide services for the entire period of the maintenance agreement.*

Systemates will provide escalated support during the 90 days following “Go Live”.

We have knowledgeable, experienced staff available via phone and email with response times typically within one (1) hour of contact. Our support team consists of tier 1, tier 2, and escalation support members. We do not outsource any Projectmates support or development. Systemates recently received 100% positive feedback on a Dun and Bradstreet report in all areas, including customer support, personnel, and responsiveness.

Upgrades are included in the base amount for SaaS and Managed Hosted. For On-Premise systems, upgrades are included in annual maintenance plan. At Systemates, we are constantly looking for ways to make our customer’s experience with Projectmates better. Systemates releases, on average, 1 – 2 minor versions and 1 major version annually. Projectmates updates occur on weekends to reduce inconveniences. For major updates, the servers are generally offline for about four (4) hours. Updates will be scheduled well in advance, and users will be notified via email at least a week prior to any down time. In addition, Projectmates will post a notification on the Projectmates Home Page to assure that all users are aware of the scheduled maintenance. Many of these releases are based on user feedback and any feedback we receive from USD would be considered in future development.

Systemates’ philosophy is to maintain a team of qualified and seasoned professionals to work with USD throughout the entire process of the Projectmates implementation, including post-implementation support. A high adoption rate of software correlates strongly with how knowledgeable and efficient a project team is at using the software. Because of this, Systemates provides a heightened level of support for new clients during the first 3 months of project rollout that goes beyond general technical support.

Our goal is to provide a high quality product that operates as described in our online product documentation. If issues are encountered with Projectmates Software products, we will address reported issues according to the following priority levels:



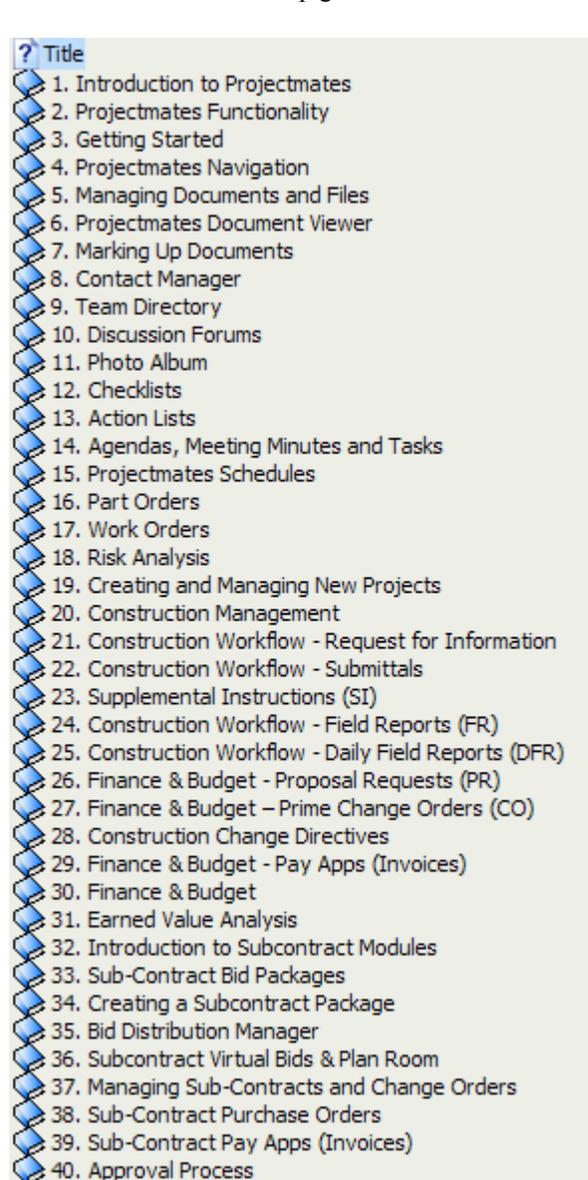
Priority	Description	Action & Response
<b>Red: System Down</b>	System Down: Site not operational and no workaround is available.	Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates' reasonable control.)
<b>Orange: Severe Impact</b>	Severe Impact: A major function is not working (unable to utilize a specific portion of the application).  Reproducible Errors which result in a lack of application functionality or intermittent system failure.	Good faith efforts by Systemates to provide: A workaround within 24 hours of notification. If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or If a workaround is not provided then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.
<b>Yellow: Moderate Impact</b>	Reproducible Errors causing malfunction of non-critical functions.  Customer is able to use the application with the issue outstanding.	Good faith efforts by Systemates to provide: A workaround within 10 business days of notification. If a Workaround is provided, then a plan for correction of the Error will be provided within 20 business days of notification for completion within 60 days; or If a workaround is not provided then a plan for correction of the Error will be provided within 20 business days of notification, with a target for completion within 30 business days.
<b>Blue: Enhancement Request</b>	Request to add new feature or write custom code.	Enhancement requests will be reviewed by Systemates. Customers will be notified of the outcome of the review. If customer desires to sponsor the enhancement request, Systemates will provide detailed scope of work document and cost estimate within 14 days.

viii. Manuals and Documentation

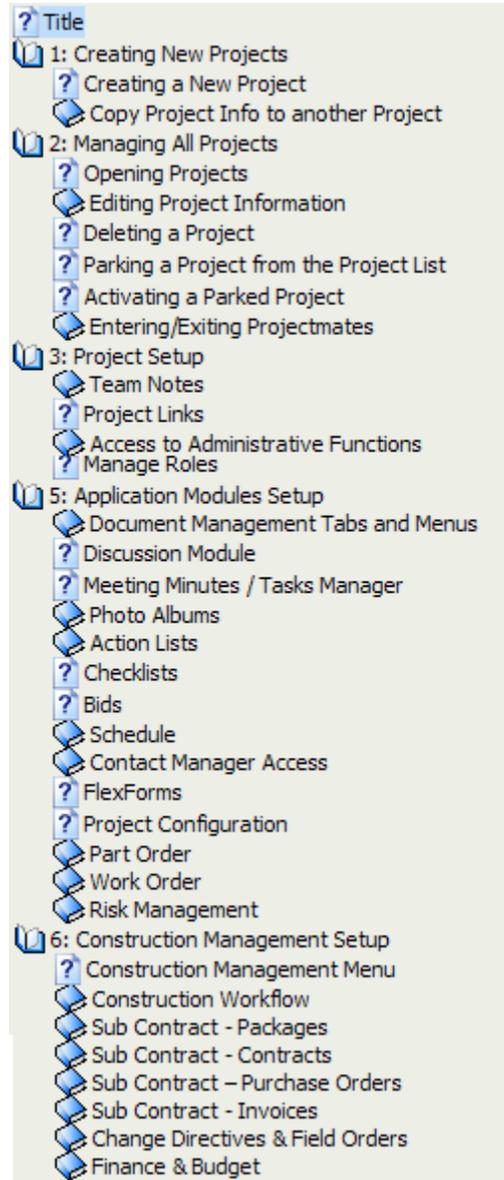
a. Electronic operations and administration manuals must be provided for all of the CPMS applications developed.

Projectmates provides free context sensitive documentation in all major areas of the system accessible via the  icon in each area. Current help guide indexes are included below to provide an overview of the extensive documentation provided to users depending on their access to different areas within Projectmates.

- Project Level help guides within a project
- Project Admin Level help guides within the administration area
- Site Admin Level help guides within the site administration area
- Portfolio Level help guides within the portfolio reporting area
- Bids and Planroom help guides within the Bids and Planroom area



Project User Help Guide



Project Admin Help Guide

b. Documentation is required for all process changes and new processes implemented.

With each version, new help guides are released, live Webinars are held and recorded for future viewing, and the Projectmates newsletter highlights changes made to the software. We strive to keep clients informed so they can work more effectively in the software.

c. A step-by-step instructional level of detail must be provided for process oriented documentation developed.

Web seminars about basic functionality and best practices are free to all current users through Projectmates University. Users can learn how to use all of the features in Projectmates and be more productive with it. Pulling from industry and in-house experts, Systemates is dedicated to assisting business decision-makers to develop, design and expedite cost-effective approaches to managing projects of any scale. There are pre-recorded sessions available 24/7 as well as pre-scheduled, live presentations that feature new functionalities. At the end of each live Webinar participants will be provided the opportunity to participate in an interactive Q&A session directly with the presenting experts.

#### ix. Computer Hardware

a. The District has a dedicated Dell server that will have 64 bit SQL Server 2008 R2 Standard Edition installed. The District has a dedicated Dell server running VMWare vSphere which hosts a virtual machine that has 64 bit Windows Server 2008 R2 Standard, IIS, and ASP.NET. The District does not anticipate the need of new hardware for the CPMS application. Do not quote computer hardware costs for this project. Your proposal may include a recommended optimal hardware environment for the proposed application. In addition, the process recommended for installing and configuring the server hardware and software environment may also be included.

Projectmates software can be purchased in different formats: Total Control (vendor-hosted dedicated server) and On-Premise (client-hosted server). Both hosting options are 100% web based and require no software installation on users' computers. With Systemates hosting the software, server set-up can be completed in a matter of days rather than weeks up to several months. As far as the functionality is concerned, there is no difference between these two hosting options.

We are proposing On-Premise option. This gives The District total control of the system with ability to integrate with Active Directory. The District will be able to manage its projects on a dedicated server with a custom portal page. However, we can provide a proposal for SaaS that can be later moved to On-Premise solution. This option will allow USD a faster implementation and ability to grow as you add more projects, buildings, and users.

For USD to host the software on-premises, the following requirements MUST be fulfilled to ensure conformance with implementation schedule.

#### OPERATING SYSTEM/SOFTWARE

- Microsoft Windows 2008 R2 Server with latest Service Packs
  - Microsoft .Net Framework 4.0 with latest Service Packs
  - Internet Information Server 7.0 or higher with all role features except FTP Server
  - IIS 6.0 Manager w/ SMTP server
  - Commercial SSL Certificate installed on "Default Web Site" (Optional)
- Microsoft SQL Server 2008 R2 with latest Service Packs including:
  - SQL Reporting services
  - SQL Management Studio
  - Full Text Search enabled
- Microsoft Office 2010 (Optional if Brava! Enterprise software is installed)

#### HARDWARE

- Dedicated professional server for Projectmates
- 2 processors - Quad Core Intel® Xeon® E5335, 2x4MB Cache, 2.0GHz, 1333MHz FSB
- Memory - 16GB
- RAID 5 configured 3 Hard Drives 100GB to 500GB each - SCSI for high performance or SATA for higher capacity
- Tape/HD/NAS backup w/ backup software
- Redundant power supply
- Back-up power/UPS

#### CONNECTIVITY

- T1 or DSL connection w/ 1 external static IP
- Fully Qualified Internet URL such as www.CompanyProjects.com
- Port 80 and SSL 443 for web, and port 25 for email open from the Internet
- Accessible from the internet for Remote Desktop (for installation and maintenance purposes).
- Port 80 and 1433 between Web and SQL server



*x. End User Systems*

- a. USD has standardized on Dell Desktop and Laptop PCs. All systems are replaced every four years. Current standard systems are running Windows 7 32 bit and Internet Explorer 9, have an Intel i5 processor and 4 GB of RAM. Other standard systems are running Windows XP and Internet Explorer 8, have an Intel Core 2 Duo processor and 2 GB of RAM. All standard systems are currently running MS-Office 2010 Professional. All systems have either Adobe Acrobat Reader or Adobe Acrobat Standard. USD will not support client software that requires installing or maintaining Java on end user PCs.*
- b. Non-District users – designers, construction managers and contractors will require access to upload and download documents. Ideally, the solution will allow both NT and non-NT authentication for login.*

One core focus of our software is accessibility. Projectmates is 100% web-based and can be accessed from any computer or hand-held device. We have added portability in that you can use any of these mainstream browsers to access your projects: Internet Explorer, Chrome, Firefox, and Apple Safari.

**Preferred Workstation:**

- Intel Pentium Processor, 2.0 GHz, 1024 MB memory
- 20GB SCSI HD, High speed network connection
- Windows XP Home, XP Pro, Vista, or Windows 7
- MS Internet Explorer 7 or Greater, Google Chrome, Firefox, or Apple Safari
- Java and Active-X enabled (optional for advanced functionality; users can use Projectmates without Java or ActiveX)

*The successful proposer (Contractor) will have 180 consecutive days to complete the Project from the Notice of Award.*

Rapid deployment of Projectmates is one of our strongest differences from the competition. Projectmates clients derive substantial value from our aggressive implementation efforts and dedicated implementation resources. Unlike other systems that can require many months to years to implement, Projectmates can be deployed within 3-4 months, which minimizes risk to clients while maximizing return on investment.

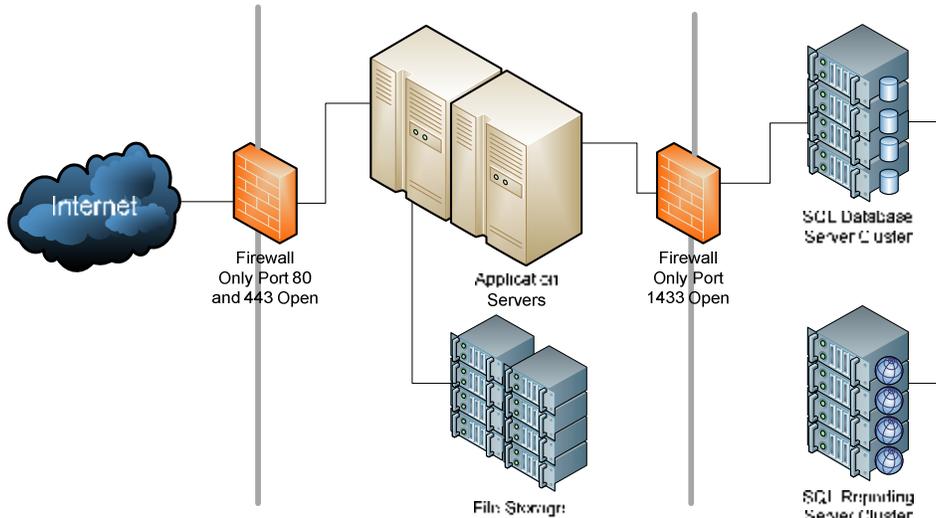
*Proposers will be required to provide the following information:*

- a. Proposed sequencing of the engagement with an estimated implementation timeframe.*
- b. Roles and responsibilities for the Firm's and USD's staff including the number of hours to be assigned to each proposed segment of the engagement.*
- c. The description of the implementation plan must include the specific software functionality that is included in each phase of the implementation, based on the scope of work for the project.*

Projectmates is an integrated software. All standard modules will be available once the software is installed on your server. Custom modules, identified in the Gap Analysis by the Implementation Specialist, will be available once they have been configured on your server. Only our standard modules have been discussed thus far in this response.

d. Describe the architecture and components of the solution being proposed.

Projectmates server software is a 100% Web-based application. It runs on a Windows server with IIS. It is accessible from the internet through port 80 and 443. SQL database server can be on the same server or behind another firewall as long as the web server can connect to SQL server via SQL port 1433 as shown in the following diagram.



Projectmates Schematic Equipment Relationship at the customer layer of infrastructure

e. Specify the nature of any post-implementation and on-going support provided by the Firm including: i. On-site, post-implementation support

Post-implementation support can be performed remotely via email, phone and advanced web-meeting technology. If a situation arises that requires on-site technical support, this can be provided as a professional service.

ii. Telephone support (including toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.)

Our support team can be reached via email at [support@systemates.com](mailto:support@systemates.com) or by phone at 214.217.4100 ext. 2 during our normal office hours of 8:00 am to 5:30 pm Central Standard Time. For emergency after-hours support, call 214.217.4100 ext. 211.

iii. Special plans defining “levels” of customer support (e.g. gold, silver, etc.)

Systemates, Inc. offers a 3-level approach to customer support. The entitlements for each level are as follows:

■ **Basic Level of maintenance and support:**

The support structure included in the base rate for our software is tier-2, live support during our regular business hours, Monday to Friday 8:30 AM to 6:00 PM US Central Time. We define tier-2 support to mean that end users who experience support issues initially call the site administrators. Should the site administrator find that he or she cannot solve the issue, they will then contact our support team regarding the issue. From our vast experience, most clients find the basic support level completely adequate. The cost proposal assumes this level of support.

■ **Premium Level of maintenance and support:**

Premium level support for our software is tier-1, live support during our regular business hours, Monday to Friday 8:30 AM to 6:00 PM US Central Time. We define tier-1 support to mean that end users who experience support issues call our support team directly.

■ **Premium Plus Level of maintenance and support:**

Premium Plus level of support for our software is tier-1, live support during our extended business hours, 7 days a week 7:00 AM to 9:00 PM US Central Time. We define tier-1 support to mean that end users who experience support issues call our support team directly.



*iv. Define what level of support is being proposed*

From our vast experience, most clients find the basic support level completely adequate. The proposal assumes this level of support, which includes unlimited support to Administrators. Also, 90-days of escalated support is included in this proposal.

*v. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module*

Upgrades are included in the base amount for SaaS and Managed Hosted. For On-Premise systems, upgrades are included in annual maintenance plan. At Systemates, we are constantly looking for ways to make our customer's experience with Projectmates better. Systemates releases, on average, 1 – 2 minor versions and 1 major version annually. Projectmates updates occur on weekends to reduce inconveniences. For major updates, the servers are generally offline for about four (4) hours. Updates will be scheduled well in advance, and users will be notified via email at least a week prior to any down time. In addition, Projectmates will post a notification on the Projectmates Home Page to assure that all users are aware of the scheduled maintenance. Many of these releases are based on user feedback and any feedback we receive from USD would be considered in future development.

*vi. Any anticipated mid-implementation upgrade. If so, the estimated work effort and related costs associated with such tasks should be included in the proposal.*

No anticipated upgrade is scheduled to occur during the suggested implementation timeframe. However, if it were, it would have minimal impact to implementation schedule and would not incur any additional costs.

*vii. Availability of user groups and their geographic areas.*

Currently, we have social media user groups, such as LinkedIn and Facebook, which are powerful tools that provide direct lines of interaction between Systemates and its clients. This interaction between user groups and Systemates is productive because of the constant and direct access to Systemates executives and staff.

*viii. Problem reporting and resolution procedures.*

*ix. Include applicable software and support license agreements.*

*f. Describe process to add new requirements post- implementation*

Customers can submit enhancement requests by emailing our support staff or by contacting their account executive directly. Product enhancement requests are evaluated for feasibility, applications, universal benefit, time and cost associated with production. Based on the outcome of this evaluation, product enhancement requests are prioritized. Minor requests are usually added to the next version of the product, and clients are notified when their requests are available. If a customer desires to sponsor the enhancement request, Systemates will provide a detailed scope of work document and cost estimate within 14 days.

*g. Date*

*h. Firm Name entered exactly as it appears on your corporate seal and invoice and address.*

*i. Prices; as indicated on the Proposal Form.*

*j. Discounts; this is for cash discounts, if any, and is only intended for prompt payment of invoices.*

*k. Delivery Date, specify number of calendar days from receipt of order for final delivery of the services.*

*l. Sign your proposal, failure to comply may be cause for rejection of the proposal.*

*m. Corporate Seal legibly affixed where indicated; or Power of Attorney with corporate seal authorizing the individual to sign the offer; or Notarial Acknowledgment of Signature, if company is a partnership or proprietorship.*

# USER ACCEPTANCE PLAN

Once the software has been configured, the Implementation Specialist meets with USD's core team for a "Proof of Concept" workshop where the teams run through a project from start to finish in the software. This workshop is an opportunity to solidify how processes will run in Projectmates and identify if there are any remaining issues prior to onsite training and "go live."

The Implementation Specialist also develops a Standard Operating Procedures (SOP) manual documenting USD's workflow processes inside Projectmates. This is in addition to the Projectmates User Guides and is tailored specifically to the client. The SOP will be given to USD as a deliverable following "go live." The following example table of contents is taken from Montclair State University's SOP.

 	
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2. Document Management & File Sharing.....	6
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# DOCUMENTATION

## Designation of Subcontractors

Capital Program Management System

### X. DESIGNATION OF SUBCONTRACTORS

In accordance with Public Contract Code Sections 4104, 4110 and 4111 the proposer shall list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the PRIME CONTRACTOR in or about the construction of the work or improvement in an amount in excess of one-half of 1 percent of the PRIME CONTRACTOR's total proposed cost or \$10,000 whichever is greater. The Bidder shall also list below the work which will be done by each Subcontractor under this Contract. The PRIME CONTRACTOR shall list only one Subcontractor for each portion as is defined by the prime CONTRACTOR in its bid. Failure to comply with this requirement may render the offer non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor's Name and Address</u>
1. *	
2.	
3.	
4.	
5.	
6.	

\* Systemates will perform all the contracted work and does not have any sub consultants or sub contractors.

Signature: \_\_\_\_\_

Print Name: Hemant Bhawe, AIA

Title: Vice President

Date: August 14, 2013

Note: Attach additional sheets if required



Addenda acknowledged all addenda, if any on the Proposal Form.

Union Sanitary District  
RFP #S-14-S-168, Capital Program Management System

- A. There were no attendees at the meeting.**
- 14. Q. How many users will need to be licensed (this could include internal and external users)?  
**A. See response to question No. 6.**
- 15. Q. Has any other 3rd party consultant or vendor assisted USD in writing this RFP? If so, who?  
**A. No.**
- 16. Q. Will the USD consider an extension to the proposal due date?  
**A. Not at this time.**
- 17. Q. When are oral presentations expected to be made?  
**A. No date has been set. Those invited will receive ample notification.**
- 18. Q. When does the USD anticipate making a selection, and then beginning implementation?  
**A. The Evaluation process will take place during the month of August. It is anticipated that an award may be made in Sept with implementation starting in Oct. this is a tentative schedule.**
- 19. Q. What level of staff resources does Union Sanitary District have to implement and deploy a Capital Program Management System?  
**A. We will have a project manager from the district to facilitate the process, managing communication and overseeing the project progress. However, vendor should provide their own project manager in managing the project and provide deliverables that were described in the RFP.**
- 20. Q. Has the strategic long-term plan been documented, beyond system feature/function, associated with business cases and organizational assessment?  
**A. Yes, we have an IT master plan and this is part of the overall IT master plan that is being implemented.**
- 21. Q. Will there be a need to provide data migration from current systems or data repositories? If so, will this be focused on closed historical projects and/or "active" ones still under construction?  
**A. No.**

Firm name: Systemates, Inc. Date: August 14, 2013

Hemant Bhawe, AIA, Vice President  
Print Name/Title (Signature of Authorized person)

## Non-Collusion Affidavit

## ATTACHMENT B

## NON-COLLUSION AFFIDAVIT

(Note: to be submitted with Proposer's proposal)

I, Hemant Bhawe, AIA, am the

(Print Name)

Vice President of Systemates, Inc.

(Position/Title)

(Name of Company)

the party making the foregoing bid (the "Bidder") that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the Bid contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Print or Type Name: Hemant Bhawe, AIA

Authorized Signature: \_\_\_\_\_

Company Name: Systemates, Inc.Date: August 14, 2013

## Offer and Signature

**XIII. OFFER AND SIGNATURE**

**ACCEPTANCE:** In compliance with the Request for Proposals, the proposer agrees, if this proposal is accepted within 60 calendar days from the date specified in the Request for Proposals for receipt of proposal, or other agreed upon timeframe, to furnish and execute any or all items upon which prices are offered at the price set opposite each item, within the time specified in this Request for Proposals solicitation.

**Item(s):** \_\_\_\_\_

- a. Capital Program Management System as delineated herein.
- b. Delivery and completion of work within 120 calendar days from the District's issuance of the Notice of Award. ( Specify number of consecutive calendar days, **but not more than {180 days}**) for commencement and completion of the work.

Signature of Proposer's official authorized to bind the firm to its proposal:

\_\_\_\_\_

Printed Name: Hemant Bhawe, AIA

Title: Vice President

Firm Name: Systemates, Inc.

Address: 2435 N Central Expwy, Ste 880; Richardson, Texas 75080

Telephone Number: 214.217.4100 Fax Number: 866.462.6314

Date: August 14, 2013

Type of business organization: Corporation  
(Corporation, partnership, sole-proprietorship, LLC, LLP, etc.)

License No. (Not Applicable)

Corporate Seal



# PROJECTMATES SERVICE LEVEL AGREEMENT

## Outstanding Service, World Class Software

At Systemates, our goal is to provide 24/7 availability of the Projectmates system hosted by us, and we are confident enough of our data center operations that we offer subscription credits for availability below 99%. You receive a credit of 10% of your subscription fees for the month in which the outage event(s) occurred for every percentage point that Service Availability<sup>1</sup> falls below 99%, up to a maximum of 50% of the applicable subscription fees for that month. To receive a credit, you must submit a request to Systemates within 15 days after the month in which the Service Availability outage event(s) occurred. Any credit will be applied against subsequent subscription fees due to Systemates.

## Data Security

Systemates data center operation performs backups of database and uploaded files every 4-6 hours. In addition, data is backed up to offsite location twice a week. Systemates commits that no more than 6 hours of a customer’s work could be lost in the case of a hardware or software failure.

## Notifications

Systemates will notify you promptly:

- If the system becomes unavailable unexpectedly
- When any planned shutdown is scheduled
- Upon any delay in delivery of planned product features
- Upon any change in implementation project timeline or cost

## Rapid Response

If you contact our Customer Support Center at support@systemates.com or 214.217.4100 Extension 2, we will provide an acknowledgement typically within 1 hour during regular support hours Monday to Friday 8:30 AM to 5:30 PM US Central Time. If the issue cannot be resolved within a 24 hour time period, we will provide an update within that time and continue to update you with additional information as it is available. In case of “Server Down” situation beyond our regular support hours, you can contact Customer Support by calling 214.217.4100 ext. 211.

## Product Quality

Our goal is to provide a high quality product that operates as described in our online product documentation. If issues are encountered with Projectmates Software products, we will address reported issues according to the following priority levels:

<i>Priority</i>	<i>Description</i>	<i>Action &amp; Response</i>
<b>Red: System Down</b>	System Down: Site not operational and no workaround is available.	Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates’ reasonable control.)
<b>Orange: Severe Impact</b>	Severe Impact: A major function is not working (unable to utilize a specific portion of the application).  Reproducible Errors which result in a lack of application functionality or intermittent system failure.	Good faith efforts by Systemates to provide: A workaround within 24 hours of notification.  <ul style="list-style-type: none"> <li>■ If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or</li> <li>■ If a workaround is not provided then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.</li> </ul>

<b>Yellow: Moderate Impact</b>	Reproducible Errors causing malfunction of non-critical functions.	<p>Good faith efforts by Systemates to provide:</p> <ul style="list-style-type: none"> <li>■ A workaround within 10 business days of notification. If a Workaround is provided, then a plan for correction of the Error will be provided within 20 business days of notification for completion within 60 days; or</li> <li>■ If a workaround is not provided then a plan for correction of the Error will be provided within 20 business days of notification, with a target for completion within 30 business days.</li> </ul>
<b>Blue: Enhancement Request</b>	Request to add new feature or write custom code.	<p>Enhancement requests will be reviewed by Systemates. Customers will be notified of the outcome of the review. If customer desires to sponsor the enhancement request, Systemates will provide detailed scope of work document and cost estimate within 14 days.</p>

**Scheduled Maintenance**

We have established a daily 3 hour scheduled maintenance window during non-peak, non-standard hours for system maintenance. If an extended maintenance period is required, the maintenance will be scheduled when it will have the least impact on our customers whenever possible (usually nights or weekends) not to exceed 8 hours per week. For extended maintenance periods, we will notify you 48 hours in advance via an email to your customer contact in addition to an announcement on the user home page.

<sup>1</sup> Service Availability is computed using the following definitions.

- *System: Systemates application service, accessible over the network via web protocols, up to and including Systemates Internet connection.*
- *System Outage Hours: Total time during a given month in which the System is unavailable, excluding scheduled system maintenance time. Network problems beyond that point, such as ISP problems, Internet backbone problems or customer network problems are excluded. Problems caused by software running on customers' computers are also excluded.*
- *Total Hours: Number of hours contained in a given month, excluding Scheduled Maintenance time.*
- *Service Availability: The percentage of Total Hours during a given month in which the System was available is computed as follows:*

$$100 * \frac{\text{System Hours} - \text{System Outage Hours}}{\text{Total Hours}}$$

*Calculation of Service Availability excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government, and any other circumstances beyond Systemates' reasonable control.*



## PROJECTMATES USER AGREEMENT

THE FOLLOWING DESCRIBES THE TERMS ON WHICH SYSTEMATES OFFERS YOU ACCESS TO PROJECTMATES SOFTWARE AND SERVICES.

Welcome to the User Agreement for Systemates Inc. This Agreement describes the terms and conditions applicable to your use of our services available under the domains [www.systemates.com](http://www.systemates.com), [www.projectmates.com](http://www.projectmates.com) and Projectmates Application Server Software Installed Solution (including any customization made to Projectmates Application Server Software). **If you do not agree to be bound by the terms and conditions of this Agreement, do not use our software and/or access our services.**

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use Projectmates software and services. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a Projectmates user. By accepting this User Agreement, you also agree that your use of Projectmates software will be governed by the terms and conditions posted on those websites.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective immediately after they are posted on our site.

### **Eligibility.**

Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors or to temporarily or indefinitely suspended Projectmates users. If you do not qualify, please do not use our services. Further, your Projectmates user account and User Id may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

#### **1. Fees and Services.**

We may change our Fees and Credits Policy and the fees for our services from time to time. When you request a license key to create a project you have an opportunity to review and accept the fees that you will be charged for the use of Projectmates software and services. Projectmates Application Server Software not hosted by Systemates cannot be re-licensed or resold without written consent of Systemates. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

#### **2. Projectmates Software and Service.**

Projectmates Software is designed to work as a venue to allow registered users to manage project-related information. We do not monitor what information is posted on the site and how the project administrator configures security features. As a result, we have no control over the quality, safety or legality of the information and the truth or accuracy of the information. Systemates is not responsible for the accuracy of posted information. You assume responsibility to achieve the results intended by you and for the installation, use and results obtained from operation of the software.

#### **3. Identity Verification.**

User verification on the Internet is difficult; Systemates cannot and does not confirm each user's purported identity.

#### **4. Release.**

Because we are a venue, in the event that you have a dispute with one or more users, you release Systemates (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### **5. Information Control.**

We do not control the information provided by other users that is made available through Projectmates Software. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using Projectmates Software. Please note that there are also risks of dealing with people acting under false pretense.

#### **6. Your Information.**

"Your Information" is defined as any information you provide to us or post for other users to view. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

#### **7. Restricted Activities.**

Your Information and your activities on the site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation; (e) be defamatory, unlawfully threatening or unlawfully harassing; (f) be obscene; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

8. **License.**

Solely to enable Systemates to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Systemates will only use Your Information in accordance with our Privacy Policy.
9. **Access and Interference.**

You agree that you will not interfere or attempt to interfere with the proper working of the Projectmates Software. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to Systemates by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website without the prior expressed written permission of Systemates or the appropriate third party.
10. **Privacy.**

We do not sell or rent your personal information to third parties for marketing purposes without your consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. If you object to Your Information being transferred or used in this way please do not use our services.
11. **No Warranty.**

WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE, PROJECTMATES SOFTWARE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYSTEMATES DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM SHALL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME RESPONSIBILITY FOR THE SECTION OF THE PROGRAM TO ACHIEVE THE RESULTS INTENDED BY YOU AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM THE OPERATION OF THE PROGRAM. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.
12. **Liability Limit.**

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SOFTWARE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE DISPUTE GIVING RISE TO LIABILITY. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
13. **Indemnity.**

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
14. **Legal Compliance.**

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our software and services.
15. **No Agency.**

You and Systemates are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
16. **Notices.**

Except as explicitly stated otherwise, any notices shall be given by postal mail to Systemates Inc., 4711 Lake Park Drive, Arlington, TX 76016 (in the case of Systemates) or to the email address you provide to Systemates during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Systemates during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

17. **Arbitration.**

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by Systemates to collect our fees and/or recover damages for, or obtain an injunction relating to, the Projectmates site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Fort Worth, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Systemates may seek any interim or preliminary relief from a court of competent jurisdiction in Fort Worth, Texas necessary to protect the rights or property of you or Systemates pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

18. **Additional Terms.**

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on our site:

User Agreement: <http://www.projectmates.com/projectmates/core/UserAgreement.htm>

Each of these policies may be changed from time to time and are effective immediately after we post the changes on our site. In addition, when using Projectmates Software, you agree that you are subject to any posted policies or rules applicable to services you use through our site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

19. **General.**

This Agreement shall be governed in all respects by the laws of the State of Texas as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Systemates, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 1 (Fees and Services) with respect to fees owed for our services, 4 (Release), 8 (License), 9 (Access and Interference), 12 (Liability Limit), 13 (Indemnity) and 17 (Arbitration) shall survive any termination or expiration of this Agreement.



# Projectmates Workflow Module Summary



Systemates, Inc.

2435 N Central Exp, Suite 880

Richardson, Texas 75080

214.217.4100



## Global Ball in Court

For users working in multiple projects, Projectmates offers a “Global Ball in Court,” which is a dashboard view of action items and deadlines for all current projects. Inside Global Ball in Court, a user can filter items by project or by type, and then respond to them with a minimal amount of clicks. For example, a construction director may have many invoices that require his approval; he would be able to view and approve hundreds of invoices across multiple projects with just a few clicks. If needed, drill down into the item to review it further.



**Global Ball-in-Court** | < Back to Project Listing

**Filter Options**

Due Date:  No Due Date  Today  Next 14 Days  Custom

Module: **Subcontract Invoices** (circled in red)

Project Name:

Amount Less Than:

Include Overdue Items

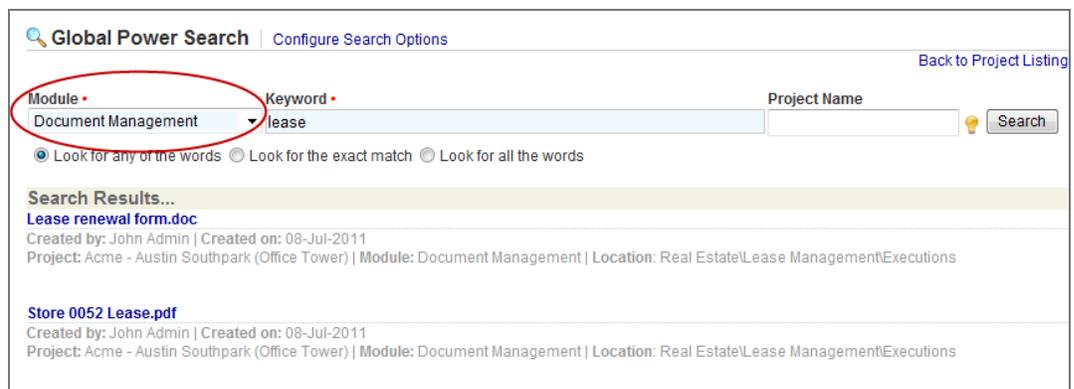
(circled in red with arrow)

<input type="checkbox"/>	Project Name	Thread	Description	Create Date	Due Date	Contracts & CO	Completed & Stored to date
<input type="checkbox"/>	Acme Headquarters	Pay Applications	Acme Design, Inc. - Architect/Consultant	16-Apr-2011	31-Oct-2011	US \$425,980.00	US \$143,493.00
<input checked="" type="checkbox"/>	Acme - Austin Southpark (Office Tower)	Invoices	Design Group - A/E Fees	18-Apr-2011	25-Apr-2011	US \$315,000.00	US \$30,750.00
<input checked="" type="checkbox"/>	Acme - Boston	Invoices	Acme Contracting, Inc - 2009 Construction	16-Apr-2011	23-Apr-2011	US \$2,776,370.00	US \$559,543.60
<input checked="" type="checkbox"/>	Art Building Renovation	Invoices	Johnson Construction - Abatement	11-Mar-2011	18-Mar-2011	US \$39,710.00	US \$5,956.50

## Global Power Search

Global Power Search gives you improved search accuracy and lets you search information across ALL your projects using keywords.

- Search for anything in a module using keywords
- Search across the board in all projects
- Once you find what you're looking for, jump directly to the content you need



**Global Power Search** | [Configure Search Options](#) | [Back to Project Listing](#)

Module: **Document Management** (circled in red) | Keyword:  | Project Name:

Look for any of the words  Look for the exact match  Look for all the words

**Search Results...**

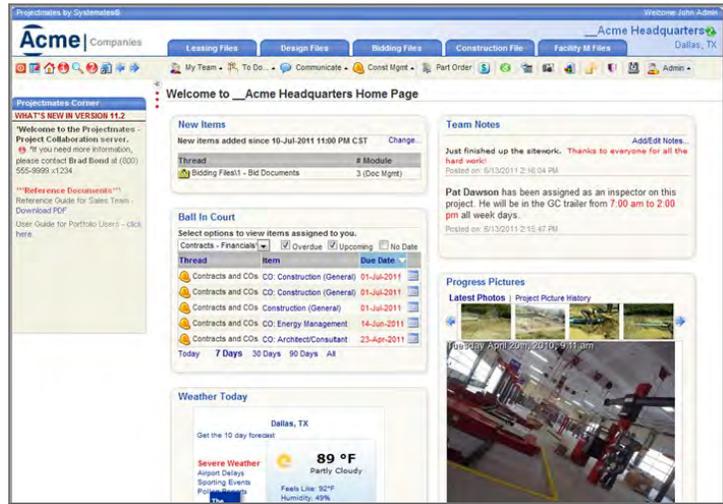
[Lease renewal form.doc](#)  
Created by: John Admin | Created on: 08-Jul-2011  
Project: Acme - Austin Southpark (Office Tower) | Module: Document Management | Location: Real Estate/Lease Management/Executions

[Store 0052 Lease.pdf](#)  
Created by: John Admin | Created on: 08-Jul-2011  
Project: Acme - Austin Southpark (Office Tower) | Module: Document Management | Location: Real Estate/Lease Management/Executions

## Project Home Page

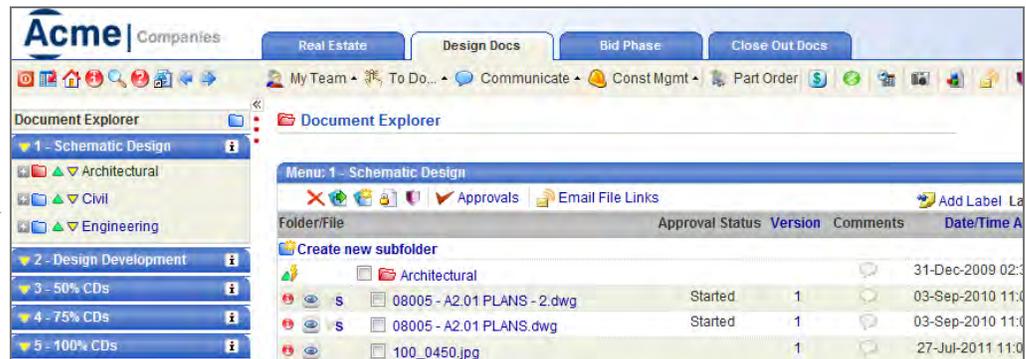
Projectmates provides a separate homepage for each project. The project homepage gives a quick snapshot of project updates, Ball in Court items, upcoming milestones, and a stream of the latest photos. You can easily access all project-related information from a neatly organized graphical user interface. Once inside a project, Projectmates "leapfrogging" lets you quickly jump from project to project. Home Page applets include:

- New Items
- Team Notes
- Project Status
- Ball In Court
- Progress Pictures
- Weather Today
- Schedule Milestones
- Project Map
- Project Links
- Power Search



## Document Management

In addition to workflow management modules, Projectmates also provides document management modules that are used purely for the purpose of storing and maintaining all documents that pertain to a particular project, giving each project its own unique document library. The software also has



a unique feature that allows you to copy folders and files from one project into many, which is a real timesaver during project rollouts. Folder structures are extremely flexible and easy to customize. Tabs, menus, folders, and subfolders can be created, renamed, and deleted with just a few clicks. The software also gives you the ability to search on the document name.

The following features are available in Projectmates document management modules:

- Multiple file uploads with drag-and-drop
- Multiple file downloads
- Copying and moving folders/files
- Locking/unlocking files
- Viewing files in a built-in document viewer (if software is not available on user's machine)
- Version control (multiple versions of a single file)
- Audit log (storing a history of file access)
- File approvals and routing
- Email notification when files are added

## Schedules

The Schedule component of Projectmates automates the creation of timelines and reminds team members of their tasks and deadlines, keeping projects on target. Projectmates provides online access to schedules anywhere anytime, reducing paperwork. Individual project schedules can be created within the schedule module, imported, or copied from a template project. There are no known restraints on the complexity or length of a schedule or the number of individual schedules that can be tracked in a single property. Benefits of Projectmates schedules include:

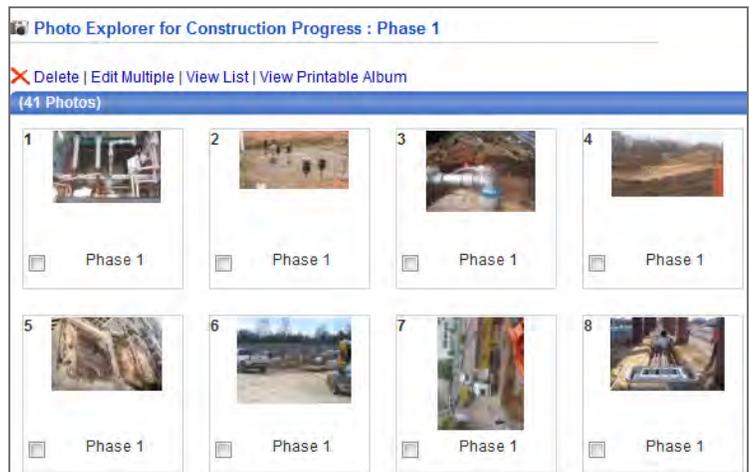
- Supports multiple schedules in a single property, making it ideal for retail rollouts, remodels, and expansions
- Role-based access to control view and field updates
- Allow schedules to be viewed either as calendars or Gantt charts
- Import schedules from Microsoft Project, Microsoft Excel, and Primavera SureTrak®
- Export schedules to Microsoft Access and Excel
- Easily exchange information with Microsoft Outlook and Excel



#	WBS	Description	Duration	Start	Finish	%Complete
1	1	Single Family House - Architect Design (3,000 square feet with full basement)	444d	24-Aug-2011	06-May-2013	9%
2	1.1	General Conditions	313d	24-Aug-2011	02-Nov-2012	66%
3	1.1.1	Finalize plans and develop estimate with owner, architect	20d	24-Aug-2011	20-Sep-2011	100%
4	1.1.2	Sign contract and notice to proceed	1d	21-Sep-2011	21-Sep-2011	100%
5	1.1.3	Apply for Permits	292d	22-Sep-2011	02-Nov-2012	0%
6	1.1.3.1	Secure foundation permit	1d	22-Sep-2011	22-Sep-2011	0%

## Photo Albums

Every workflow process within Projectmates supports photo attachments, including self-customizable web forms, RFIs, punch lists, discussion forums, and field reports. In addition, Photo Albums are designed specifically for viewing and sharing image files. Projectmates Photo Albums make it easy to organize images in menus (albums) and folders. Users can browse photos with small thumbnails to see a few at a time, create a slide show, print or email a printer-friendly album, or download originals to a local drive. Along with image viewing, Photo Albums have many more functions for image management, including changing orientation and adding titles. Supported formats include PGM, PNG, TGA, TIFF, JPEG/JFIF, PCX, Windows BMP and Mac PICT.



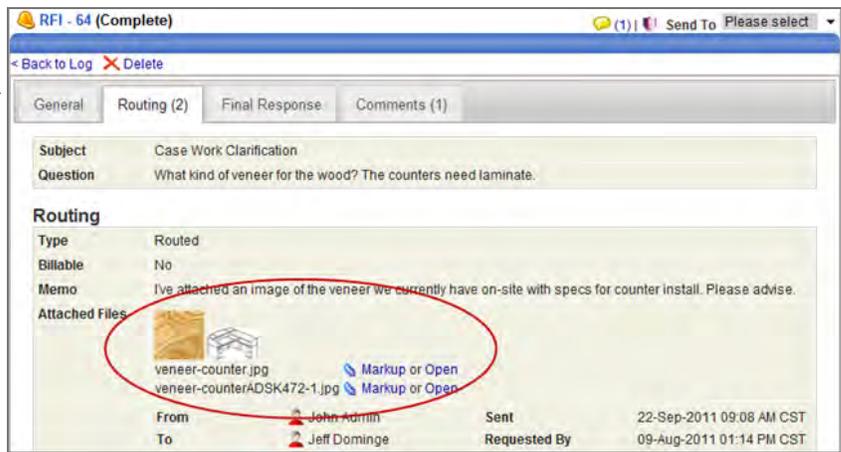
## RFIs

Construction Management > Construction Workflow > RFIs

Built on collective industry knowledge and best practices, Projectmates' construction management tools are an integrated part of our solution. Clients can tailor the RFI workflow within Projectmates specifically to meet the needs of the organization. Depending on the rights of a project participant, a user can create, view, route, respond, close, and resubmit an RFI all within Projectmates.

When an RFI is created in the system the responsible party will be notified via email. The RFI will appear in the responsible party's

My Calendar and Ball in Court. If the RFI becomes overdue, Projectmates will send an automatic email reminder. A log of all RFIs is kept in Projectmates with the ability to drill down and view all the details of any RFI.



## Submittals

Construction Management > Construction Workflow > Submittals

Submittal is a process by which design and construction details are reviewed and approved. Contractors or other authorized team members can attach cut sheets, drawings, material safety data sheets, and other electronic files. A significant amount of money can be saved by using the electronic submittal process to review and approve shop drawings.

When a submittal is created in the system the responsible party will be notified via email. The submittal will appear in the responsible party's My Calendar and Ball in Court. If the Submittal becomes overdue, Projectmates will send an automatic email reminder. When a submittal is opened, the user will have the information about the origination of the submittal, the routing of submittal and the final action taken. Projectmates also allows reports to be run, printed, or emailed from within a single workflow item.

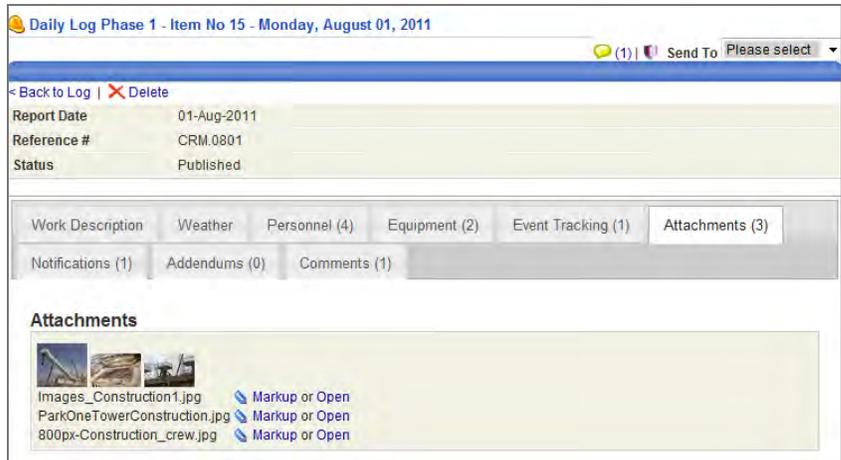


No	Ref	Specification Section (Submittal Type)	Date Originated	Elapsed Days	Last Action	Status	Responsibility
30.1	03300	- Cast-In-Place Concrete - 2.7 D Slabs-On-Grade-Min. Compressive Strength- 3000 psi at 28 days. (02 - Shop Drawings)	19-Oct-2011	8	19-Oct-2011 - Initial	Pending	Jon Medina
	04200	- Unit Masonry - 1.3 A Submit Samples (04 - Samples) Resubmitted From 30					
30	03300	- Cast-In-Place Concrete - 2.7 D Slabs-On-Grade-Min. Compressive Strength- 3000 psi at 28 days. (02 - Shop Drawings)	19-Oct-2011	8	19-Oct-2011 - Initial	Pending	Jon Medina

## Daily Field Reports

Construction Management > Construction Workflow > Daily Field Reports

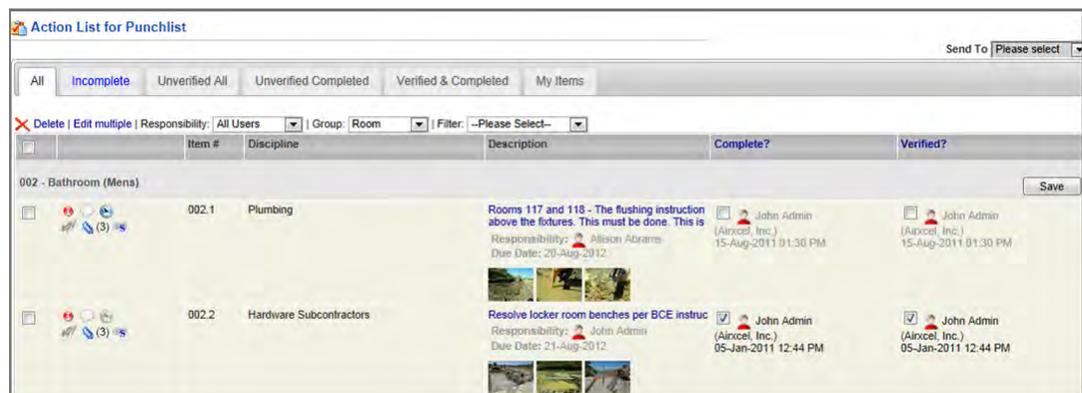
Construction site crew can report and track the work and progress of the project using a Daily Field Report (DFR). The report is broken down into 6 sections: Work Description, Weather, Manpower, Equipment, Events, and Attachments. The report may be saved for quality assurance and review before making it available for other users. Daily Field Reports can be copied from day to day and modified as needed. This is a huge time saver for the construction manager or superintendent.



## Action Lists / Punch Lists

To Do > Action List

In addition to project schedules, the Action List module efficiently serves as a reminder to project participants regarding their tasks and task completion dates for tracking and completing the requirements for the punch list. Punch lists, ongoing action items, and closeout checklists can all be created and tracked separately in Projectmates. The tool allows you to keep track of incomplete issues, deadlines, and responsibilities. The tool also allows users with appropriate rights to verify issues marked as complete. Users assigned an action list item will receive an automatic email triggered by the system. When logging into Projectmates, the user will also see the action list item on My Calendar and Ball in Court. Additional communications can be triggered by the user at any point.



## ASIs / Bulletins

Construction Management > Construction Workflow > ASIs / Bulletins

Supplemental Instructions and Bulletins (SI) module allows owners, design professionals and project managers to give simple directions for a change in scope that does not result in additional cost or time.

**Suppl. Instructions - Item no. 10**

(1) | Send To Please select

---

[< Back to Log](#) | [X Delete](#)

Item No.	10
Issue Date	10-Jun-2011 10:37 AM CST
Subject	010-STRUCTURED CANOPY ROOFING REVISION
Instructions	ASI REVISES THE COMPOSITION OF THE ROOFING ASSEMBLY ON STRUCTURALLY DESIGNED CANOPIES. UPLOADED FOR RECORD PURPOSES
Attachment(s)	ASI-structured_canopy_roofing_revision.pdf <a href="#">Markup or Open</a>
Issued By	 Jon Medina
Recipients	 Admin, John  Maki, Keith  Ling, Rick  Mallory, Josh

## Field Reports

Construction Management > Construction Workflow > Field Reports

Design professionals, owners, and owners' representatives prepare Field Reports to record construction conditions and progress. The report can include digital photos, sketches, or other attachments.

**A-E Field Reports - Detail of FR No. 11**

Send To Please select

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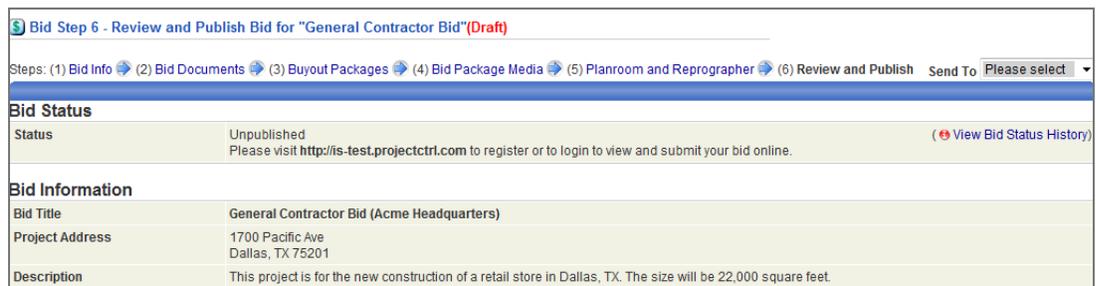
[< Back to Log](#) | [X Delete](#) | [Edit](#)

No.	11
Issue Date	28-Oct-2011 11:08 AM CST
Observation Date	12-Sep-2011 11:04 AM CST
Est. % Complete	85%
Weather Condition	75°F
Conformance with Schedule	Yes
Work in Progress	1. Casework installation in Workroom 213 and Break Room 214 is ongoing. 2. Ornamental zinc fascia installation at Cotton, Land Patent & Dunn buildings is ongoing.
Present at Site	Contractor and Architect
Observations	1. Main stair structure installation is ongoing. 2. FRP panels have been installed in Catering Kitchen 209 and Elev. Lobby 208. 3. Installation of ceiling and ceiling beams in Function Room 206 is ongoing.
Items to Verify	Contractor to verify that exposed steel in Catering Kitchen 209 and Cold Storage 111 will be painted to match walls.
Information or Action Required	At Open Office 210, contractor to ensure source of water damage has been addressed.
Attachment(s)	 <a href="#">Markup or Open</a>  <a href="#">Markup or Open</a>

## Bid Distribution Manager

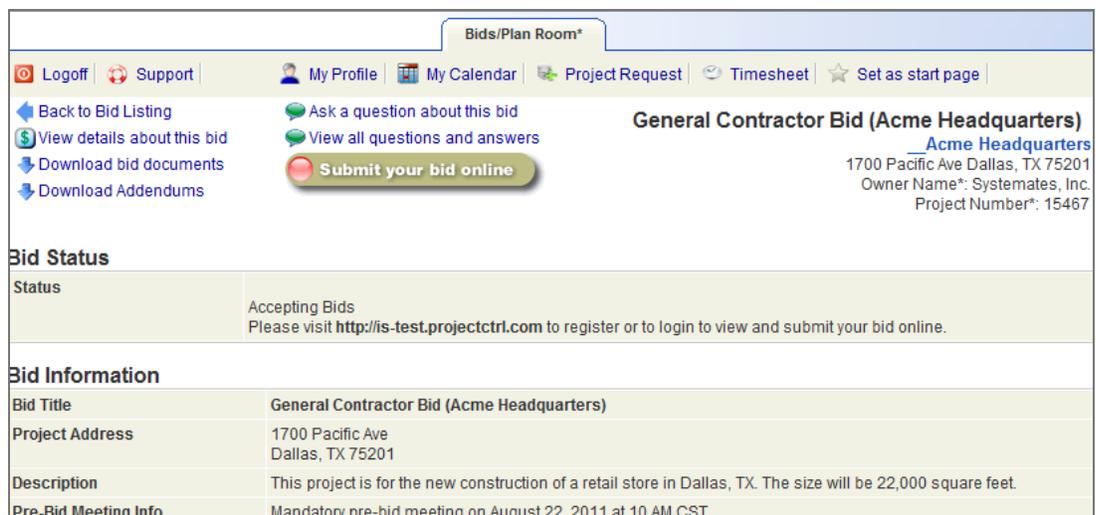
Projectmates provides a unique, truly collaborative 2-way bidding system. Using Projectmates Bid Management Services, you can effortlessly create and manage bids online. The bid manager allows you to include files for online viewing, provide reprographer information, addendums, questions and answers, and list of bid subscribers. You can also create a password protected, invitation only bid. Projectmates bid management is a multi-threaded tool. In other words, multiple independent bids can be created and published related to the same capital project. For example, in a two-phased project, separate bids can be created for phase 1 and phase 2. Benefits of Projectmates bid distribution manager include:

- Prepare multiple bid packages for multi-phased projects
- Manage a list of contractors
- Send invitations to the list of contractors
- Manage Questions and Answers
- Publish Addenda
- View and manage subscribed contractors
- Once a vendor has been awarded a package, automate the process of converting the package into a contract



## Bids and Plan Room

All published bids are available for viewing to interested contractors and subcontractors on Projectmates' Virtual Bids and Plan Room. Contractors can be supplied a Projectmates login ID and password by a site administrator or can signup for the Virtual Bids and Plan Room through a separate signup process. Bid subscription entitles subscribers to receive email notifications on addenda, Q&A responses, and bid awards. Bidders can view Q&A, ask questions, download bid documents and addendum, and submit bids online at the line item level rather than a lump sum to make it easier for the bid manager to compare bids side by side.



## Budgets

Construction Management > Construction Subcontracts > Budgets

Projectmates provides the ability to link your estimated, committed, anticipated, and actual costs to your project’s scheduled work breakdown structure, allowing you to track your costs throughout the project’s lifecycle. Projectmates cost management tool is flexible, allowing you to track your costs by a specified group/category, cost accounts, funding sources, or WBS, and calculate subtotals automatically. Projectmates will red flag commitments that are over budget.

Costs are automatically updated as contracts, change orders, purchase orders, and invoices are created in Projectmates, and are tracked as separate columns in the budget. Cost and invoice totals are also automatically calculated. Key Performance Indicators are displayed if any potential problems arise such as commitments that are exceeding your original budget.

Project Budget (Approval Pending) Send To

**Budget** | Costs | Profitability | Invoices | Custom

[Delete](#) | [Add New Budget Item](#) | [Add New Subitem](#) | [Create Buyout/Bid Package](#) | [Create Contract](#) | [Create Purchase Order](#) | [Add to Prime Pay App SOV](#)  
[Associate with Master Budget](#) | [Copy Preliminary Budget to Budget](#) | [Update Start and Finish Dates](#)

Group	Budget/ Fund Code	WBS/ Section	Description	Preliminary Budget	Approved Budget	Budget Contingency	Approved Prime CO	Total Budget
<b>1.0 Construction</b>				24,274,686.00	49,894,290.10	1,380,000.00	0.00	51,274,290.10
	HEAF	01000	General Conditions	9,044,520.00	34,664,061.60	125,000.00	0.00	34,789,061.60
	Tuition Rev Bonds	02100	Civil and Sitework	2,199,987.50	2,198,050.00	500,000.00	0.00	2,698,050.00
	Auxilliary/Unexpecte	03100	Concrete	10,000.00	12,000.00	5,000.00	0.00	17,000.00
	Auxilliary/Unexpecte	04100	Masonry	3,720,051.00	3,720,051.00	500,000.00	0.00	4,220,051.00

## Cash Flow Forecasting

Construction Management > Construction Subcontracts > Cash Flow Forecasting

Cash Flow Forecasting is a budgeting tool in Projectmates that helps time cash flow requirements, providing a reliable prediction about how much cash will be needed at different intervals during a project. Users can setup forecasting options such as beginning and ending dates, straight line or S-Curve forecasting, and payment lag days to automatically calculate forecasted costs based on those settings, the project’s committed costs, and current invoiced amounts. Projectmates cash flow forecasting helps eliminate bad surprises.

Cashflow Forecast Quick Tips

Cash Flow Forecast needs five values for measurable results: Start Date, Finish Date, Total Cost, Anticipated BCWS and Subcontract Invoice. Send To

**Cashflow Forecast** | Saved Cashflow \*.XLS Files

[Forecast Cashflow](#) | [Update Start and Finish Dates](#) | [Change Display Date Range](#) | [Export to Excel](#) | [Save to Excel](#)

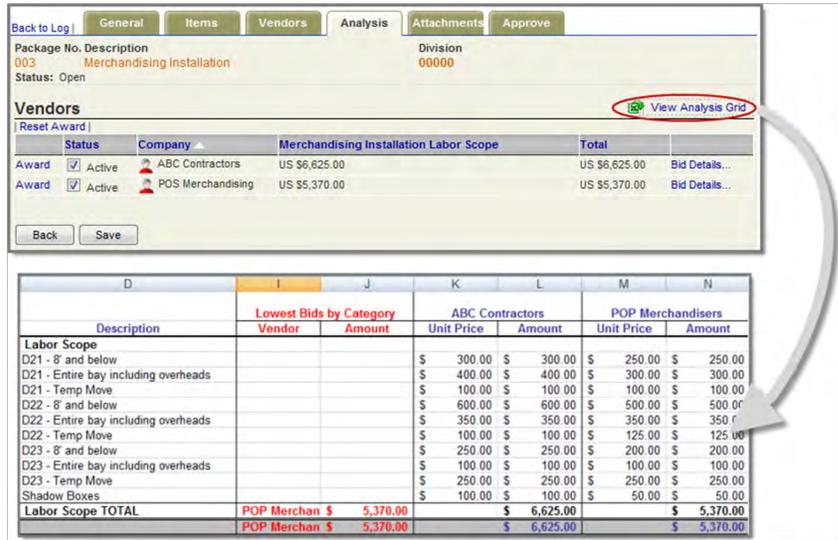
Group	Budget/ Fund Code	WBS/ Section	Description	Anticipated BCWS	Subcontract Invoice	Start Date	Finish Date	Q1 2011	Q2 2011
<b>1.0 Construction</b>				50,819,588	31,088,342	01-Feb-2011	30-Nov-2011	213,909	21,200,621
	HEAF	01000	General Conditions	35,319,100	0	01-Feb-2011	30-Nov-2011	0	0
	Tuition Rev Bonds	02100	Civil and Sitework	3,276,988	22,814,442	01-Feb-2011	30-Nov-2011	24,946	2,472,436
	Auxilliary/Unexpecte	03100	Concrete	0	0	01-Feb-2011	30-Nov-2011	0	0
	Auxilliary/Unexpecte	04100	Masonry	3,212,500	1,534,750	01-Feb-2011	30-Nov-2011	24,455	2,423,781

## Buyout / Bid Packages

Construction Management > Construction Subcontracts > Buyout / Bid Packages

Line items in your budget group can be selected, packaged together, and sent out for bids to various subcontractors or vendors. If you do not wish to create a package using line items in the budget, there is also the option of creating a package by entering items manually or importing them. Multiple bid packages can be prepared and associated with a single bid.

After bids have been received through the Bids and Plan Room, the procurement manager can compare the bids side by side. The bid analysis grid highlights the lowest bidder for each division or section of the buyout package.



The screenshot shows the 'Vendors' section of the software. It includes a 'View Analysis Grid' button circled in red. Below it is a table of vendors and their bids for 'Merchandising Installation Labor Scope'.

Status	Company	Merchandising Installation Labor Scope	Total	
<input checked="" type="checkbox"/> Active	ABC Contractors	US \$6,625.00	US \$6,625.00	Bid Details...
<input checked="" type="checkbox"/> Active	POS Merchandising	US \$5,370.00	US \$5,370.00	Bid Details...

The 'Bid Analysis Grid' below shows a comparison of bids across different categories and vendors.

Description	Lowest Bids by Category		ABC Contractors		POP Merchandisers	
	Vendor	Amount	Unit Price	Amount	Unit Price	Amount
Labor Scope						
D21 - 8' and below			\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00
D21 - Entire bay including overheads			\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00
D21 - Temp Move			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
D22 - 8' and below			\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
D22 - Entire bay including overheads			\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
D22 - Temp Move			\$ 100.00	\$ 100.00	\$ 125.00	\$ 125.00
D23 - 8' and below			\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00
D23 - Entire bay including overheads			\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
D23 - Temp Move			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Shadow Boxes			\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00
<b>Labor Scope TOTAL</b>	<b>POP Merchan</b>	<b>\$ 5,370.00</b>		<b>\$ 6,625.00</b>		<b>\$ 5,370.00</b>
	<b>POP Merchan</b>	<b>\$ 5,370.00</b>		<b>\$ 6,625.00</b>		<b>\$ 5,370.00</b>

## Construction Subcontracts / Change Orders

Construction Management > Construction Subcontracts > Subcontracts / Change Orders

Within the Projectmates Subcontracts module multiple contracts can be created within a single project. From beginning to end, Projectmates can automate the entire lifecycle of your subcontracts. Contract data can be exported into Microsoft Word format using the pre-formatted Word templates. With Microsoft Word's mail merge feature, contract data can be populated from Projectmates into your custom contract.

Projectmates provides modules for RFIs, work directives, proposal requests, and change orders to document changes that happen during a project that affect time and cost. A change order can be created if changes are needed to the original scope of a contract. Projectmates automatically tracks pending and approved change orders, which are reflected in the budget. Both 'Pending' and 'Approved' change orders are displayed in separated columns in the budget module. Clients can configure and track the reason codes for all change orders.



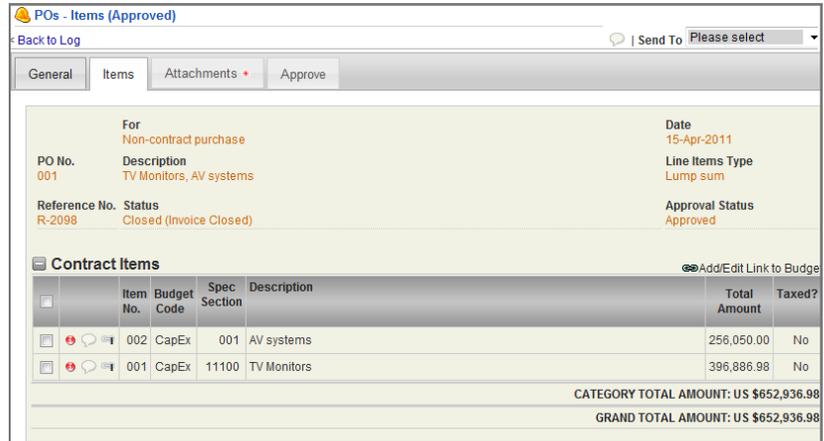
The screenshot shows the 'Contracts & COs - Contract (Pending)' screen. It includes a 'Send To' dropdown menu and a table of contracts.

No.	Type	Division	Description	Award Company	Last Action Date	Approvals	Amount	All COs	Responsibility
031	Contract	11	Basic Construction	Airxcel, Inc.	03-Aug-2011	Pending	5,500.00	0.00	i Acme - Accounting
026	Contract	02	Construction (General)	Best Contracting	29-Sep-2011	N/A	35,476,800.00	0.00	
<b>TOTALS</b>							<b>US \$35,482,300.00</b>		

## Purchase Orders

Construction Management > Construction Subcontracts > Purchase Orders

Purchase orders can be created for contract or non-contract purchases and then linked to and tracked in the budget as committed costs. Purchase orders may contain items, information about the vendor, shipping arrangements, and attachments. Once a purchase order is created, it can be routed through an approval process. Later, an invoice can be created against the purchase order.



**POs - Items (Approved)**

Back to Log | Send To: Please select

General | Items | Attachments | Approve

For: Non-contract purchase  
 Date: 15-Apr-2011  
 PO No.: 001  
 Description: TV Monitors, AV systems  
 Line Items Type: Lump sum  
 Reference No.: R-2098  
 Status: Closed (Invoice Closed)  
 Approval Status: Approved

**Contract Items** @@Add/Edit Link to Budget

Item No.	Budget Code	Spec Section	Description	Total Amount	Taxed?
002	CapEx	001	AV systems	256,050.00	No
001	CapEx	11100	TV Monitors	396,886.98	No

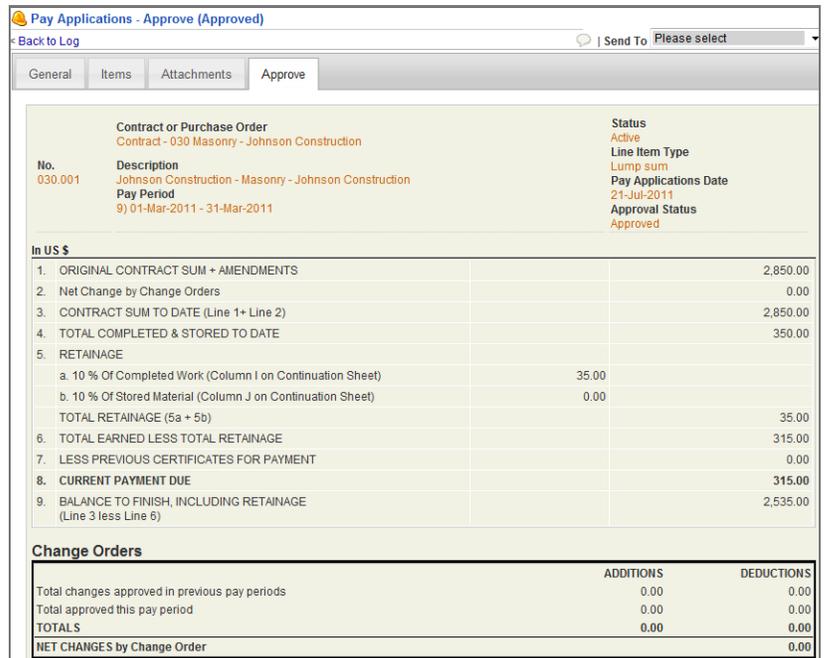
CATEGORY TOTAL AMOUNT: US \$652,936.98  
 GRAND TOTAL AMOUNT: US \$652,936.98

## Invoices / Pay Applications

Construction Management > Construction Subcontracts > Invoices / Pay Applications

Projectmates automates the entire invoicing and change management system. Invoices can be created electronically in alignment with a vendor's contract structure or task level billing detail. The schedule of values is pulled from the approved contract or purchase order automatically and prohibits payment in excess of contract or purchase order amounts. When there are approved change orders associated with a contract, they will automatically be added to the schedule of values. Retainage is calculated automatically.

Documents like affidavits and lien releases can be uploaded to the invoice before it's routed through an approval process. Retainage information is calculated, and invoice information links back to the budget automatically, avoiding double entry at multiple steps.



**Pay Applications - Approve (Approved)**

Back to Log | Send To: Please select

General | Items | Attachments | Approve

Contract or Purchase Order: Contract - 030 Masonry - Johnson Construction  
 Status: Active  
 No.: 030.001  
 Description: Johnson Construction - Masonry - Johnson Construction  
 Line Item Type: Lump sum  
 Pay Applications Date: 21-Jul-2011  
 Pay Period: 9) 01-Mar-2011 - 31-Mar-2011  
 Approval Status: Approved

**In US \$**

1.	ORIGINAL CONTRACT SUM + AMENDMENTS		2,850.00
2.	Net Change by Change Orders		0.00
3.	CONTRACT SUM TO DATE (Line 1+ Line 2)		2,850.00
4.	TOTAL COMPLETED & STORED TO DATE		350.00
5.	RETAINAGE		
	a. 10 % Of Completed Work (Column I on Continuation Sheet)	35.00	
	b. 10 % Of Stored Material (Column J on Continuation Sheet)	0.00	
	TOTAL RETAINAGE (5a + 5b)		35.00
6.	TOTAL EARNED LESS TOTAL RETAINAGE		315.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT		0.00
8.	CURRENT PAYMENT DUE		315.00
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		2,535.00

**Change Orders**

	ADDITIONS	DEDUCTIONS
Total changes approved in previous pay periods	0.00	0.00
Total approved this pay period	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	<b>0.00</b>



## Prime Contract Proposal Requests

Construction Management > Construction Finance & Budget > Proposal Requests

Owners or design consultants issue Proposal Requests, or Proposed Change Orders, to solicit proposals for changes to the original contract. Proposals received in response to a proposal request help in making financial decisions. Typically, design professionals prepare the documentation for the proposal request. After the owner has approved the contractor's quote, it can be incorporated into the contract by means of a change order in the construction contract. Projectmates automates the process of converting one or more proposal requests into a prime contract change order, making it easy to track the origin of a change order.

Owner CO Request (All Items)							Send To
							Please select
View All (10)							Pending Proposal (0)
							Pending Approval (0)
							Overdue (0)
							Approved (9)
							My Items (9)
Delete							
No	Ref	Subject	Originator Date Originated Elapsed Days	Last Action By Last Action Last Action Date	Status Cost(US \$) Time		
11	(11-05-2011) CO-6	Extend counter tops	John Admin 05-Oct-2011 0 day(s)	John Admin Approval/Disapproval 05-Oct-2011	Approved with modifications +US \$1,000.00 +0 Day(s)		
10	CO-6	Increase the size Side Walk	John Admin 12-Aug-2011 0 day(s)	John Admin Approval/Disapproval 12-Aug-2011	Approved +US \$2,500.00 +25 Day(s)		
9	(CH 8-12)	Add Side Walk	John Admin 12-Aug-2011	John Admin Approval/Disapproval	Voided		

## Prime Contract Change Orders

Construction Management > Construction Finance & Budget > Prime Contract Change Orders

Change Order is used in implementing changes in the work agreed to by the owner, designer, and the general contractor. Initiation and approval of the change order indicates agreement upon all the terms of the change, including any changes to the contract sum and contract time. Approved proposal requests can be automatically linked to a change order. In addition, once a change order has been approved, it can be sent to the budget with a single click.

Owner Change Orders (All Items)							Send To
							Please select
View All (6)							Pending (0)
							Overdue (0)
							Approved (5)
							My Items (1)
Delete							Total Approved: (US \$54,961.00/40.00 days)
No	Ref	Subject Cost (US \$) / Time	Date Originated	Status Responsibility			
6	PR-11 PR-10	CO for Phase 2 Construction-Draft Delete US \$3,500.00 / 25 day(s)	05-Oct-2011				
5	(Linked to budget)	Additional Frame Work US \$2,500.00 / 30 day(s)	20-Jun-2011	Approved			
4	PR-4	Wall Covering US \$4,971.00 / 0 day(s)	28-Sep-2009	Approved			

## Prime Contract Pay Applications

Construction Management > Construction Finance & Budget > Prime Contract Pay Applications

Pay App, also known as Progress Billing, is used to document work completed and to prepare a pay application for the owner's approval. Pay Applications are typically generated by the general contractor and certified by the design professional and/or construction manager. Only one pay application can be created per pay period. Approved change orders are automatically included in the pay application. Pay applications can be exported to Microsoft Excel in G702 and G703 format.

Pay Application						
8 Of 8 Items						
Number	Pay Period	Amount (US \$)	Status/ Responsibility	Pay Application	Continuation Sheet	
12	Pay Period 12 01-Jun-2011 to 30-Jun-2011)	US \$0.00	<b>Pending</b> John Admin	-		<a href="#">Edit</a>
11	Pay Period 11 01-May-2011 to 31-May-2011)	US \$147,828.30	<b>Awaiting Approval</b> John Admin John Admin	<a href="#">Details</a>		<a href="#">Details</a>
10	Pay Period 10 01-Apr-2011 to 30-Apr-2011)	US \$137,703.41	<b>Awaiting Approval</b> John Admin John Admin	<a href="#">Details</a>		<a href="#">Details</a>

## Change Directives

Construction Management > Construction Finance & Budget > Change Directives

Change Directives (CD) can be used to direct the contractor to perform work not included in the contract. After the contractor completes the work, he or she submits costs to the owner for review and issuance of a change order. Change directives need to be approved, at a minimum, by the owner and the contractor to be effective. The change directive is a multi-threaded module. Multiple change directive threads can be created with varying view, create, and approval rights. Examples include:

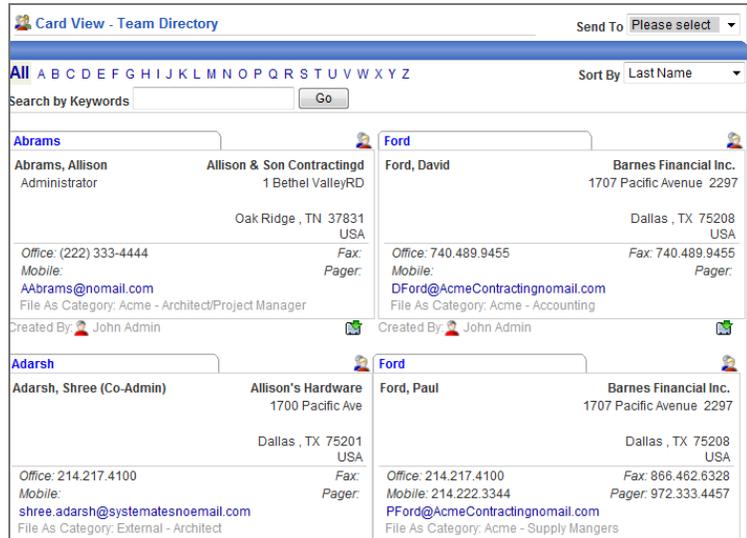
- Construction Change Directives
- Field Change Notices
- Field Work Directives
- Field Instructions

Change Directives (All Items)					
View All (3) Pending (0) Overdue (1) Approved (2) My Items (1)					
No	Reference	Subject Cost/Time Adjust	Date Originated	Status/ Responsibility	
3	RFI-22	Additional concrete pour Cost: Not To Exceed US \$5,500.00 Time: Remain unchanged	15-Jun-2011	Overdue	
2		Reduce piping size - McNutt supply point Cost: Not To Exceed US \$3,000.00 Time: To Be Determined	21-Feb-2011	Approved	

## Team Directory

My Team > Team Directory

The Team Directory is a list of all of the users who have access to Projectmates. Anyone who is listed in the Team Directory has a login and password for Projectmates. Contact information can be viewed in a card or phone book view and can be searched and sorted. You can even export a user's Vcard and save to Outlook.



The screenshot shows the 'Card View - Team Directory' interface. It features a search bar, a 'Send To' dropdown, and a 'Sort By' dropdown set to 'Last Name'. The main area displays contact cards for users grouped by last name: Abrams, Ford, and Adarsh. Each card includes the user's name, title, company, address, phone numbers (office, mobile, pager), and email address. For example, David Ford is listed with Barnes Financial Inc. and contact info for Dallas, TX.

## Contact Manager

My Team > Contact Manager

The Projectmates Contact Manager module is an integrated solution for managing and organizing contact information such as names, email addresses, phone numbers, mailing addresses, and other information. Projectmates Contact Manager offers innovations you can use to manage your personal contacts as well as project contacts—shared with other team members—all from one place. You can export a contact's Vcard and save to Outlook. Contacts can be created one by one or mass imported through Excel.



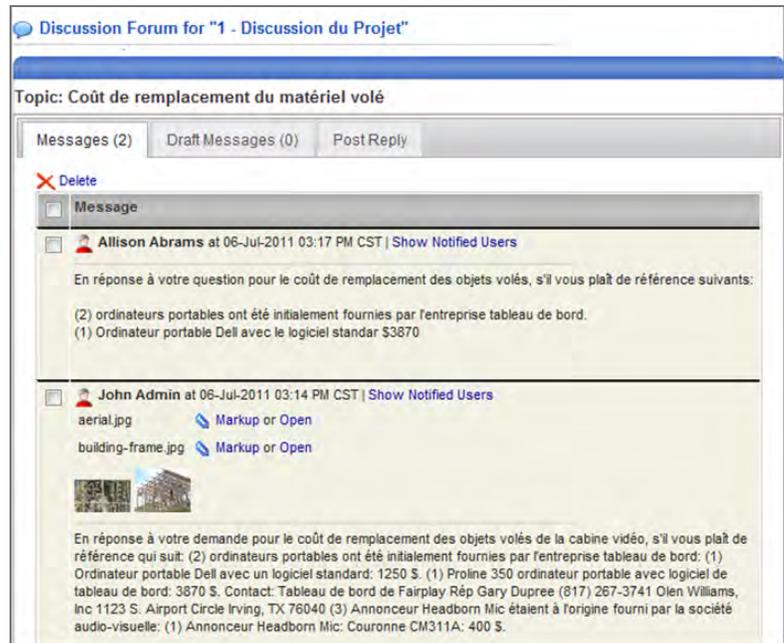
The screenshot shows the 'Phonebook View - All Contacts' interface. It includes a 'Select All' checkbox, 'Card View' and 'Add Contact' buttons, and a search bar. The main area is a table with columns for Name, Company, Voice, Mobile, Fax, Email, Category, and Location. The table lists several contacts, such as Barbara Harmer from GreenScape Landscape Co. and David Hart from Schindler Elevator.

Name	Company	Voice	Mobile	Fax	Email	Category	Location
Harmer, Barbara	GreenScape Landscape Co.	614.837.1869		614.837.2393	barbaraharmer@greenscapes.net	Inspector	Columbus , OH
Hart, David	Schindler Elevator	614.573.2777 ext. 27		614.573.2787	david.hart@us.schindler.com	Supplier	Columbus , OH
Hasson, Mike	Speer Mechanical	614.261.6331 ext. 8002826017	586.942.3096	586.726.5305	mhasson@speermechanical.com	Bidder	Columbus , OH
Hawkins, Jerry	Jerry Hawkins & Associates	513.528.3005		513.528.3204	jhawkinsglass@aol.com	Inspector	Cincinnati , OH
Haywood, Mel	Jess Howard Electric Co.	614.861.1300		614.861.1830	melh@jesshoward.com	Painting	Blacklick , OH
Helm, Charlie	CTL Engineering Inc	614.276.8123		614.276.6377	chelm@ctleng.com	Supplier	Columbus , OH

## Discussion Forums

Communicate > Discussion Forums

Discussion forums are one of the simplest, most effective ways of enabling team members to trade ideas at a distance. You can use the Projectmates discussion forum to conduct topic-based discussions among team members. Multiple discussion "threads" can be created and designated specifically for various projects or departments within a property with appropriate access rights configured.

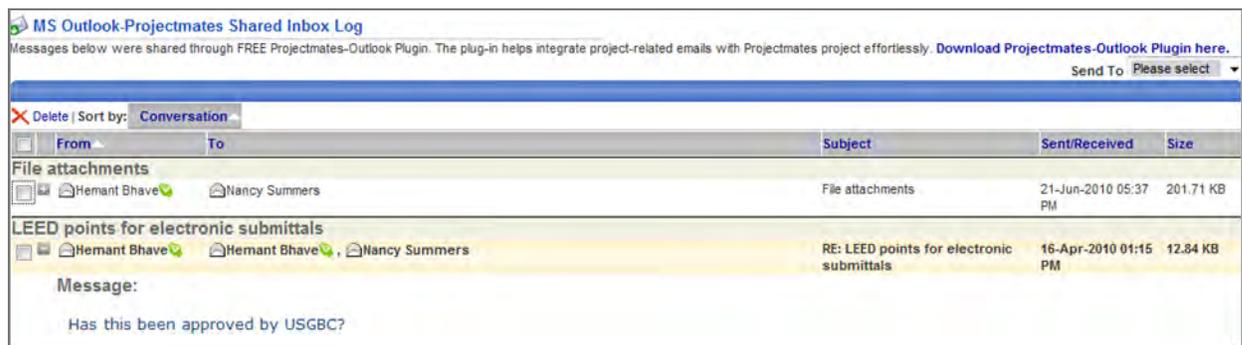


## Inbox

Communicate > Inbox

Project Inbox's unique features help you capture project communication that occurs outside of Projectmates. Getting started is easy. The project administrator creates an Inbox thread and assigns a unique custom email address, such as NorthWing@projectmates.com. You or other outside parties can then send email to that email address. The Projectmates software will automatically capture that email and display it in the appropriate Inbox. The captured email can be viewed with any email software capable of opening .EML files, such as the Microsoft Outlook Express.

Projectmates also has a free Microsoft Outlook add-in that lets users sync emails into specific projects. The entire message body and all attachments are stored in Projectmates.

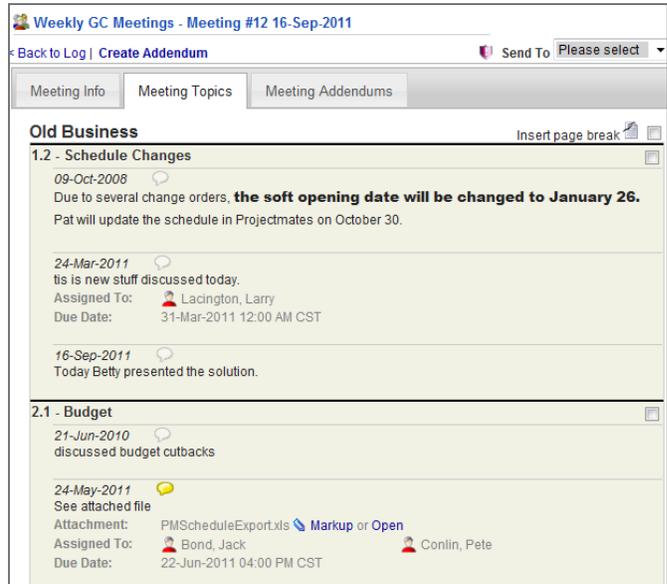


## Meeting Minutes

To Do > Meeting Minutes

Projectmates' Meeting Minutes allows you to record minutes and to assign action items. You can track due dates, status, and completed dates, as well as distribute minutes to attendees and others via automated email.

Even before a meeting occurs, Projectmates facilitates the meeting process by allowing coordinators to create meeting agendas for any scheduled meeting so that team members can see what topics are planned for the next meeting. After a meeting, if an agenda was prepared before the meeting, it can be converted into meeting minutes with the click of a button.



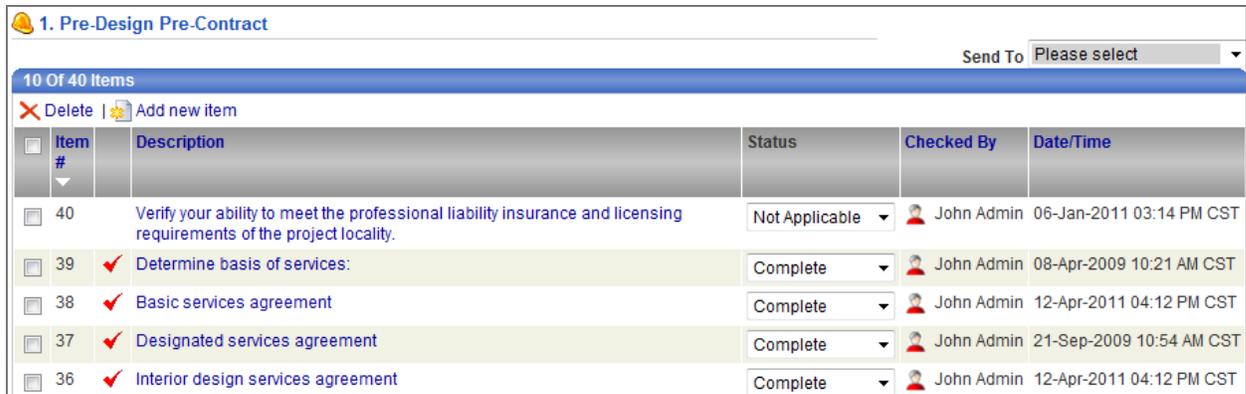
The screenshot shows a meeting page with tabs for 'Meeting Info', 'Meeting Topics', and 'Meeting Addendums'. Under 'Old Business', there are sections for '1.2 - Schedule Changes' and '2.1 - Budget'. The '1.2 - Schedule Changes' section includes a note from 09-Oct-2008 about a soft opening date change to January 26, and a note from 24-Mar-2011 about new stuff discussed today. The '2.1 - Budget' section includes a note from 21-Jun-2010 about budget cutbacks and an attachment from 24-May-2011.

## Checklists

To Do > Checklists

The Checklist tool gives you the ability to create a list of items that need to be completed at a major project milestone. This simple tool helps you keep track of incomplete issues by custom defined statuses.

Checklist is a multi-threaded tool. In other words, multiple independent checklists can be maintained with varying degrees of user privileges. A project administrator sets up a checklist thread and assigns "View," "Add," and "Change Status" rights.



The screenshot shows a checklist titled '1. Pre-Design Pre-Contract' with 10 of 40 items. The items are listed in a table with columns for Item #, Description, Status, Checked By, and Date/Time.

Item #	Description	Status	Checked By	Date/Time
40	Verify your ability to meet the professional liability insurance and licensing requirements of the project locality.	Not Applicable	John Admin	06-Jan-2011 03:14 PM CST
39	Determine basis of services:	Complete	John Admin	08-Apr-2009 10:21 AM CST
38	Basic services agreement	Complete	John Admin	12-Apr-2011 04:12 PM CST
37	Designated services agreement	Complete	John Admin	21-Sep-2009 10:54 AM CST
36	Interior design services agreement	Complete	John Admin	12-Apr-2011 04:12 PM CST

## Portfolio / Dashboard Reports

Projectmates provides versatile reporting functionality out-of-the-box by offering a wide variety of standard reports. Every standard report has the capability to be sorted by any column. Dashboards can be created for any group of projects desired. For instance, you can create a dashboard for just the projects you are managing or for projects grouped by region, property type, or construction phase. Real-time reports provide up-to-the-minute accuracy for quick decision making. Projectmates pulls data from multiple sources (e.g. budget, contracts, and invoices) in real time so you will always have an accurate and up-to-date bird's eye view of your projects.

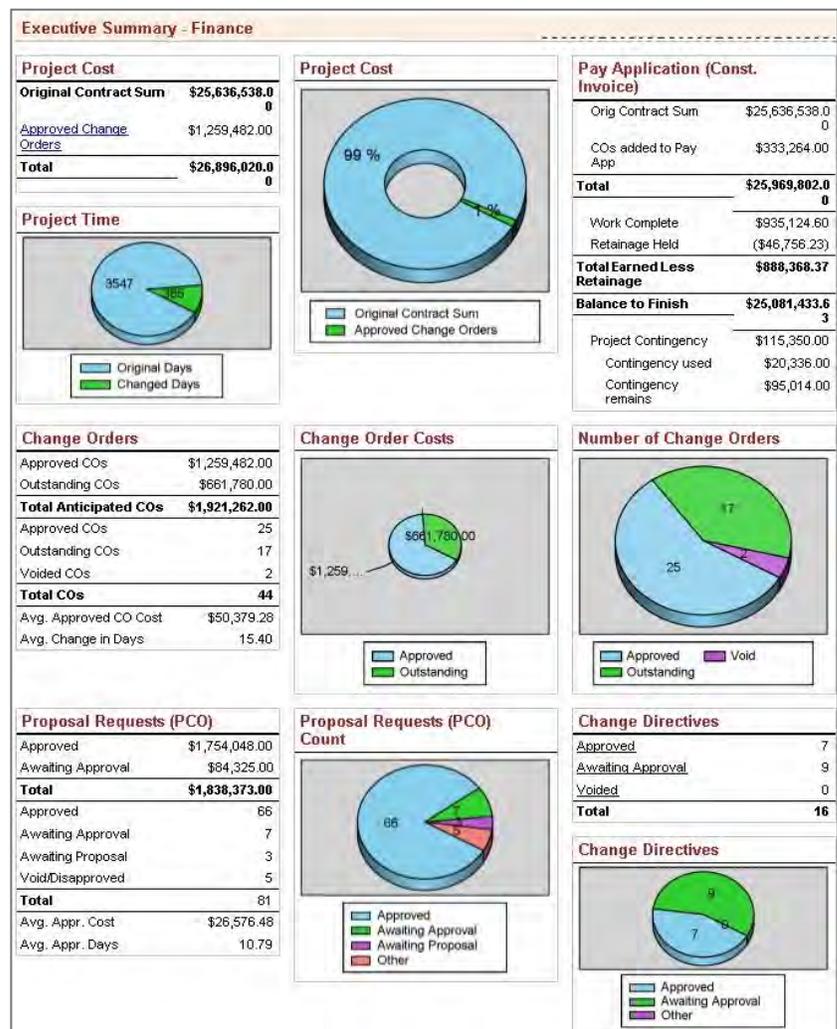
Projectmates is also tightly integrated with SQL Reporting Services. Clients can create custom reports online, which are then accessible in Projectmates.

Benefits of Projectmates Reporting:

- Over 100 out-of-the-box reports
- Automatic report delivery
- User-defined Portfolios, or groups of projects
- Immediate real-time reports with up-to-the-minute accuracy for quick decision making
- Export in multiple formats (Excel, PDF, CSV, etc.)
- Robust drill down capability
- Sorting capability

The following list is a sampling of the reports offered out-of-the-box:

- Executive Financial Summary
- Executive Summary by Property
- Budget Summary shows summary of budget grand totals by Property
- Budget Line Item by Property
- Budget Detail Report shows original budget and revised budget amounts
- Purchase Order Report
- Contract Report
- Change Order Report
- Change Directive Report
- Pay Application Report
- Project Info Report shows project details generated from customizable field names
- Workflow Summary Report summarizes punch lists, checklists, schedules, and meeting minutes. Drill down capability enables user to access reporting for each of these modules.
- Issue Tracker/RFI Report by project or RFI thread (RFI Phase 1, RFI Phase 2, etc.)
- Submittal Details Report by project or submittal thread (Design Submittals, Construction Submittals, etc.)
- Schedule Reports
- Schedule Milestone Report
- User Report shows outstanding items
- User List Report shows user details



Systemates, Inc  
2435 N Central Expwy, Ste 880  
Richardson, Texas 75080  
Phone: 1.214.217.4100  
Fax: 1.866.462.6314  
Email: [info@systemates.com](mailto:info@systemates.com)

**Systemates**

## **Exhibit C**

## XII. COST PROPOSAL BID ITEM FORM

Rev 3/13/2014

### Projectmates by Systemates, Inc. Capital Program Management System

		Total
Software	Includes Active Directory Sync, plus 50 User Licenses. Does not include 3rd party software programs such as Microsoft Windows OS, SQL Server, or Brava! viewer software, or virus protection software.	\$ 41,500
Implementation Services	As described below.	\$ 67,990
Other Services	215 hrs of customization / programming for reports and program modifications for RFI, Submittals and Invoices module.	\$ 39,775
Totals		\$ 149,265

Note: Price includes travel, lodging, and boarding expenses for on-site meetings/trainings.

#### Other Services

"Other Services" refers to all pricing / costs for other services that the bidder is able to offer that is described within the RFP as desirable. Please list the type of services that are proposed. Attach a separate price list indicating the type of services that are available. The vendor should note that the types of services must be clearly identified/described and associated cost itemized. Cost associated for staff time must include hourly rate, staff position (titles), minimum charge, etc.

Item Description	Total
Additional User Licenses - cost per user - to be purchased in blocks of 25. Add 20% of cost for annual maintenance	
51-100 Users	\$ 500
100-500 Users	\$ 350
Escalated support beyond first 90 days (per month - paid annually)	\$ 750
Professional Services (per hour - pre-paid in blocks of 10 hrs)	\$ 145
Custom Reports programming / per hour	\$ 185
On-site Training - first day	\$ 1,750
On-site Training - each additional day	\$ 1,000
Custom Project Summary Report	\$ 6,475

Note: Price does not include travel, lodging, and boarding expenses for on-site meetings/trainings.

#### Implementation

Vendor Instructions: "Implementation" refers to all costs associated with the customization and deployment of the system. The bidders should note that the implementation duration, start and end dates, staff numbers, rate, and costs MUST be consistent with and supported by the staffing plan, or the proposal may be rejected. Project management, reporting, and other administrative hours shall be included within the areas detailed below. All activities should be considered a fixed price bid.

**Legend**

Duration	Measured in months; duration of the task area
From Date	Date task area begins
To Date	Date task area ends
# of Staff	Number of individuals assigned to task area: each must be identified in the staffing plan
Avg. Hourly Rate	Average bill rate for all individuals in task area, including all travel costs
Total Hours	Total hours of service provided for task area
Total Cost	Total cost of task area

**Total Implementation Cost**

Task	Duration	From Date	To Date	# of Staff	Ave Hourly Rate	Total Hours	Total Cost
Requirements	0.43	1-Oct-13	14-Oct-13	2	\$ 165	64	\$ 10,560
Customizations	0.90	17-Oct-13	13-Nov-13	2	\$ 145	60	\$ 8,700
Project Management	5.67	23-Sep-13	12-Mar-14	1	\$ 145	100	\$ 14,500
Testing	0.97	1-Nov-13	30-Nov-13	2	\$ 145	30	\$ 4,350
Training	2.70	10-Oct-13	30-Dec-13	2	\$ 145	72	\$ 10,440
Cut-over Support	2.87	16-Dec-13	12-Mar-14	1	\$ 145	72	\$ 10,440
Travel (3 trips for 2 people)							\$ 9,000
<b>Totals</b>						<b>398</b>	<b>\$ 67,990</b>



## Statement of Work

**Date:** March 3, 2014

**Client:** Union Sanitary District

**Project Name:** Custom Reports

1. Custom Contract & CO Report Suite
  - Add Project Type and additional Project Info Fields.

Estimate ..... 20 Hours
  
2. Fiscal Year Fund Report
  - Reference CIP Project Dashboard.xlsx > FY13-FY22
  - Report will pull in data from web form FY Fund

Estimate ..... 45 Hours
  
3. Historical Costs Report
  - Reference CIP Project Dashboard.xlsx > Historical Costs

Estimate ..... 40 Hours

**Project Name:** Program Customization

4. Request for Information (RFI)
 

USD has requirement that General Contractor only sees the initial questions (initiated by GC) and final response. Program change will add additional access right that allows or disallows viewing of all ROUTING that takes place between initial and final response.

Estimate ..... 40 Hours
  
5. Submittals
 

USD has requirement that General Contractor only sees the initial submittal (initiated by GC) and final response. Program change will add additional access right that allows or disallows viewing of all ROUTING that takes place between initial and final response.

Estimate ..... 40 Hours
  
6. Invoices
 

USD has requirement that invoices can be overbilled for any given line item (contract schedule of value) as long as the total contract amount is not exceeded. Program change will be to add new configuration at the site level to support this.

Estimate ..... 80 Hours

**Cost Estimate:**

Total Number of Hours Required for the projects ..... 265 hours  
Discount ..... (50 Hours)  
**Total Cost Estimate .....215 Hours**

**Optional:** Custom Project Summary Report

1. Project Summary Report to pull in exact information that USD needs for each project. This report can be run for all projects, providing a 1-page summary of each project.
  - Schedule
  - Budget Info
  - Change Order Stats
  - Project Info - Consultants, etc.

Estimate ..... 35 Hours



**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 17, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Richard B. Currie, General Manager/District Engineer  
Sami E. Ghossain, Manager of Technical Services  
Raymond Chau, CIP Coach  
Rollie Arbolante, Customer Service Coach  
Derek Chiu, Junior Engineer

**SUBJECT:** Agenda Item No. 11- Meeting of March 24, 2014  
Awarding the Construction Contract for the Sodium Hypochlorite Tank A and B Replacement Project to Anderson Pacific Engineering Construction, Inc.

### **Recommendation**

Staff recommends the Board award the construction contract for the Sodium Hypochlorite Tank A and B Replacement Project to Anderson Pacific Engineering Construction, Inc. in the amount of \$220,100. The project is budgeted in the Renewal and Replacement Fund of the Capital Improvements Program under the Plant Facilities Improvements Project.

### **Background**

Sodium Hypochlorite Tanks A and B are used as part of the disinfection process at the Alvarado Wastewater Treatment Plant. The final effluent is disinfected using sodium hypochlorite from these tanks in the Chlorine Contact Chamber prior to being discharged into the EBDA force main.

At the end of September 2013, plant staff discovered a pinhole leak on Tank A above the outlet nozzle of the polyethylene tank. A temporary patch was placed over the leak and the tank was placed back into operation. Since Tanks A and B are identical and were both installed in 2000, it is anticipated that Tank B will soon experience similar problems and should also be replaced.

At the Irvington Pump Station, ferrous chloride is introduced into the District's force mains to reduce hydrogen sulfide concentrations. The one ferrous chloride tank located at the pump station is also made of polyethylene and was installed in 1998. Similarly, due to its age and material, the ferrous chloride tank should also be replaced. In addition, the absence of a fixed access ladder at the ferrous chloride tank was recently identified as a safety issue. Several times a year, plant staff is required to access the top of the tank to rinse out the interior and to service tank instruments. The project will include the installation of a ladder to access the top of the tank. Tanks A and B have fixed ladders.

### **Project Scope**

The project consists of the following tasks:

- Removing the two existing 7,700-gallon sodium hypochlorite tanks located at the Maintenance Shop in the Alvarado WWTP and replacing with two new 8,100-gallon fiberglass reinforced plastic (FRP) tanks.
- Removing the existing 12,000-gallon ferrous chloride tank located at the Irvington Pump Station and replacing with a new 12,000-gallon FRP tank.

Carollo completed the design of the Sodium Hypochlorite Tank A and B Replacement Project in February 2014.

### **Bid Results**

Staff advertised the Project for bids on February 21, 2014. Staff received and opened four (4) bids on March 13, 2014. The bid results are summarized in the table.

<b>Contractor</b>	<b>Total Base Bid Plus Bid Alternate A</b>
Anderson Pacific Engineering Construction Inc. Santa Clara, CA	\$220,100
Pacific Infrastructure Corp Pleasanton, CA	\$242,000
D.W. Nicholson Corporation Hayward, CA	\$287,800
West Bay Builders Novato, CA	\$321,750

Staff used the Total Base Bid plus Bid Alternate A (builder's risk insurance) to determine the lowest responsive and responsible bidder for the project. Anderson Pacific Engineering Construction was the apparent low bidder with a bid of \$220,100. The Engineer's Estimate for the project was \$219,000 and Anderson Pacific's bid is less than 1% within the Engineer's Estimate.

Staff reviewed Anderson Pacific's bid and determined it to be the lowest responsive and responsible bid for the project. Anderson Pacific is a General Engineering Class A licensed contractor who has successfully completed several recent projects for the District including the Primary Clarifier Rehabilitation Project, the Headworks Improvements Project, and the Thickener Control Building Interim Improvements Project. Staff has been satisfied with their performance on these projects.

### **Bid Alternate**

The Project's bid schedule included one bid alternate. 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 or structure under construction. Anderson Pacific submitted a bid amount of \$1,500 for this insurance. Staff recommends including this bid alternate in the construction contract.

### **Construction**

The Project's construction period will be one hundred and five (105) calendar days with an estimated project completion in July 2014. Construction Management will be provided by District staff

Staff recommends the Board award the construction contract for the Sodium Hypochlorite Tank A and B Replacement Project to Anderson Pacific Engineering Construction, Inc. in the amount of \$220,100.

RBC/SEG/RC/RA/DC;ks

Attachments: Figure 1 – Alvarado WWTP Site Plan  
Figure 2 – Irvington Pump Station Site Plan  
Table 1 – Bid Tab Sheet  
Contractor's Agreement



**Figure 1. Alvarado WWTTP - Site Plan**



**Figure 2. Irvington Pump Station Site Plan**

Sodium Hypochlorite Tank A and B Replacement Project, Project No. 800-424

Bid Tabulation

Bid Opening: 2:00 pm, March 13, 2014

Engineer's Estimate: \$219,000

Bid Item No.	Bid Item	Unit	Estimated Quantity	Anderson Pacific Engineering Construction	Pacific Infrastructure Corp	D. W. Nicholson Corporation	West Bay Builders
				Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price
1	Completion of all Work Except as Specified under Bid Item 2	LS	1	\$218,500	\$234,500	\$285,800	\$314,000
2	Shoring and Bracing	LS	1	\$100	\$500	\$0	\$250
<b>Total Base Bid</b>				<b>\$218,600</b>	<b>\$235,000</b>	<b>\$285,800</b>	<b>\$314,250</b>
Bid Alternate A	Builder's Risk Insurance	LS	1	\$1,500	\$7,000	\$2,000	\$7,500
<b>Contract Price (Total Base Bid + Bid Alternate A) - This is the basis of award</b>				<b>\$220,100</b>	<b>\$242,000</b>	<b>\$287,800</b>	<b>\$321,750</b>

**SECTION 00500**

**AGREEMENT FOR THE CONSTRUCTION OF**

**Sodium Hypochlorite Tank A and B Replacement Project**

**Project No. 800-424**

THIS AGREEMENT, made and concluded, in duplicate, this \_\_\_\_ day of March, 2014, between the UNION SANITARY DISTRICT ("District"), Union City, California, and ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC ("Contractor"), License No. 245215.

**WITNESSETH:**

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: **Sodium Hypochlorite Tank A and B Replacement Project No. 800-424** 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 Two Hundred Twenty Thousand One Hundred Dollars (\$220,100) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated March 13, 2014, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternate that has been accepted by the District and is hereby incorporated in the Agreement: A. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the said parties for themselves, their

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heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount

paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply

subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

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

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

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

provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

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

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

with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

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

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

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

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

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

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

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

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or

costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of March, 2014.

ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC.

By: \_\_\_\_\_  
Peter E. Anderson  
President

Address: 1390 Norman Avenue, Santa Clara, California 95054

UNION SANITARY DISTRICT

By: \_\_\_\_\_  
Jennifer Toy  
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

\_\_\_\_\_  
David M. O'Hara  
Attorney for Union Sanitary District

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

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**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 14, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Richard B. Currie, General Manager/District Engineer  
Rich Cortes, Business Services Work Group Manager  
Judi Berzon, Human Resources Administrator

**SUBJECT:** **Agenda Item No. 12 - Meeting of March 24, 2014**  
**APPROVING THE PUBLICLY AVAILABLE PAY SCHEDULE**

**Recommendation:** The President, USD Board of Directors, sign the March 1, 2014 Pay Schedule (attached), which will be posted and retained in accordance with CalPERS requirements.

**Background:**

The "Publicly Available Pay Schedule", mandated by CalPERS in August 2011, is designed to 1) ensure consistency between CalPERS employers; and 2) enhance the disclosure and transparency of public employee compensation.

- The "Publicly Available Pay Schedule" (CCR 570.5) must:
  - be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
  - identify the position title for every employee position;
  - show the pay rate for each identified position as a single amount or as multiple amounts within a range;
  - indicate the time base (i.e., bi-weekly, monthly, etc.);
  - be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
  - indicate an effective date and date of any revisions; and
  - be retained by the employer and available for public inspection for not less than 5 years.

The salary changes contained in this document reflect:

- the adjustment for the March 1, 2014 negotiated Classified employee salary increases
- the adjustment to the General Manager's salary based on the latest survey

Additionally, the unclassified classification of Senior Process Engineer has been added to the Pay Schedule, which was approved by the Board of Directors on February 24, 2014.

Attachment: Union Sanitary District Pay Schedule Effective March 1, 2014

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective March 1, 2014		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Accounting Tech Specialist	\$2,938.38	\$3,571.62
Accounting Technician II	\$2,611.90	\$3,174.78
Administrative Specialist I	\$2,320.92	\$2,821.10
Administrative Specialist II	\$2,443.06	\$2,969.57
Assistant Engineer	\$3,305.19	\$4,338.06
Assistant to the General Manager	\$2,733.18	\$3,587.30
Assistant Storekeeper	\$2,256.82	\$2,743.18
Associate Engineer	\$3,666.67	\$4,812.51
Buyer I	\$2,375.49	\$3,117.83
Buyer II	\$2,794.70	\$3,668.04
Chemist I	\$3,193.43	\$3,881.64
Chemist II	\$3,353.11	\$4,075.73
Coach, Business Services	\$4,218.89	\$5,537.29
Coach, Capital Improvement Projects	\$4,901.60	\$6,433.34
Coach, Collection Services	\$3,943.18	\$5,175.42
Coach, Customer Service	\$4,429.34	\$5,813.50
Coach, Electrical & Instrumentation	\$3,960.09	\$5,197.62
Coach, Environmental Compliance	\$3,901.94	\$5,121.30
Coach - Mechanical Maintenance	\$3,864.79	\$5,072.54
Coach, Research & Support/Process Engineer	\$3,901.30	\$5,120.45
Coach, Total Plant Operations	\$3,904.83	\$5,125.09
Collection System Worker I	\$2,397.86	\$2,914.61
Collection System Worker II	\$2,637.65	\$3,206.08
Communications Coordinator	\$3,257.39	\$3,959.38
Construction Inspector I	\$2,790.06	\$3,391.33
Construction Inspector II	\$3,069.05	\$3,730.45
Construction Inspector III	\$3,191.82	\$3,879.68
Customer Service Fee Analyst	\$2,652.14	\$3,223.70
Engineering Technician I	\$2,692.06	\$3,272.21
Engineering Technician II	\$2,961.26	\$3,599.42
Engineering Technician III	\$3,257.39	\$3,959.38
Environmental Compliance (EC) Inspector I	\$2,635.74	\$3,203.75
Environmental Compliance (EC) Inspector II	\$2,965.26	\$3,604.30
Environmental Compliance (EC) Inspector III	\$3,291.44	\$4,000.77
Environmental Compliance (EC) Inspector IV	\$3,521.84	\$4,280.82
Environmental Control (EC) Outreach Representative	\$3,291.44	\$4,000.77
Environmental Health and Safety Program Manager	\$3,648.32	\$4,788.42
Environmental Program Coordinator	\$3,530.33	\$4,633.56
Fleet Mechanic I	\$2,658.62	\$3,231.57
Fleet Mechanic II	\$2,977.66	\$3,619.36
General Manager	\$7,074.72	\$9,285.56

**Effective March 1, 2014**

<b>Position Title</b>	<b>Minimum Bi-Weekly Pay Rate</b>	<b>Maximum Bi-Weekly Pay Rate</b>
Human Resources Administrator	\$4,425.90	\$5,809.00
Human Resources Analyst	\$3,110.49	\$4,082.52
InformationTechnology Administrator	\$4,207.01	\$5,521.70
Information Technology Analyst	\$3,004.57	\$3,943.49
Instrument Tech/Electrician	\$3,274.86	\$3,980.62
Janitor	\$1,778.16	\$2,161.36
Junior Engineer	\$2,974.67	\$3,904.26
Laboratory Director	\$3,972.02	\$4,828.02
Lead Collection System Worker	\$2,901.42	\$3,526.69
Maintenance Assistant	\$1,142.49	\$1,388.70
Manager, Business Services	\$6,028.38	\$7,912.24
Manager, Collection Services	\$5,626.68	\$7,385.02
Manager, Maintenance	\$5,626.68	\$7,385.02
Manager, Technical Services	\$5,948.35	\$7,807.21
Manager, Treatment & Disposal Services	\$5,626.68	\$7,385.02
Mechanic I	\$2,689.63	\$3,269.26
Mechanic II	\$3,012.40	\$3,661.59
Mechanic XL	\$3,714.66	\$3,844.68
Painter	\$2,764.26	\$3,359.97
Planner/Scheduler I	\$3,088.00	\$3,753.49
Planner/Scheduler II	\$3,320.65	\$4,036.27
Plant Operations Trainer	\$3,647.89	\$4,434.03
Plant Operator I	\$2,565.98	\$3,118.97
Plant Operator II	\$2,848.26	\$3,462.07
Plant Operator III	\$3,257.04	\$3,958.94
Plant Operator XL	\$4,016.32	\$4,156.90
Principal Engineer	\$4,434.78	\$5,820.64
Principal Financial Analyst	\$3,506.43	\$4,602.18
Purchasing Agent	\$3,513.96	\$4,612.08
Quality Coordinator	\$3,812.01	\$5,003.26
Receptionist	\$2,029.41	\$2,466.76
Senior Accountant	\$3,147.72	\$4,131.38
Senior Database Administrator/Developer	\$3,765.20	\$4,941.82
Senior Engineer	\$4,007.49	\$5,259.84
Senior Geographic Information System (GIS)/Database Administrator	\$3,765.20	\$4,941.82
Senior Information Technology Analyst	\$3,338.41	\$4,381.66
Senior Network Administrator	\$3,692.12	\$4,845.91
Senior Process Engineer	\$4,007.49	\$5,259.84
Storekeeper I	\$2,853.67	\$3,468.66
Storekeeper II	\$2,996.34	\$3,642.08
Technical Training Program Manager	\$3,378.26	\$4,433.97
Utility Worker	\$2,190.65	\$2,662.75

**Effective March 1, 2014**

<b>Position Title</b>	<b>Minimum Bi-Weekly Pay Rate</b>	<b>Maximum Bi-Weekly Pay Rate</b>
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Approved by: \_\_\_\_\_  
President, Board of Directors

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:** March 17, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Richard B. Currie, General Manager/District Engineer  
David M. O'Hara, Attorney for the District

**SUBJECT:** Agenda Item No. 14 - Meeting of March 24, 2014  
**REVIEW AND PROVIDE COMMENTS TO STAFF ON THE  
DRAFT BOARD POLICY ON E-MAIL USAGE**

### **Recommendation**

Review and provide comments to staff on the Draft Policy

### **Background**

At the request of the Board, Attorney O'Hara has drafted a Policy regarding the Board of Directors use of District e-mail addresses for all communication involving District business. By using a District e-mail address instead of personal e-mail addresses for communication, only District e-mail would be discoverable in the future during potential litigation.

Please review the attached draft Policy and provide questions and comments to Mr. O'Hara and staff at the Board meeting.



**Management Responsibility**

Management is responsible for assigning e-mail accounts to Directors and maintaining those accounts on a District server.

Management is also responsible for providing training to Board members as needed in the use of such e-mail accounts.

This revision supersedes the versions listed below, which are no longer effective.

Title	Policy #	Effective Date
None – original policy		

Approved by: Board of Directors  
Author/owner: General Manager  
Reviewers: District Legal Counsel  
Notify Person: General Manager  
Revision frequency: Every 3 years  
Next Review: April 2017



**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 14, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 15 - Meeting of March 24, 2014  
**REVIEW AND PROVIDE COMMENTS TO STAFF ON THE DRAFT  
 PRESENTATION TO THE FREMONT CITY COUNCIL**

**Recommendation**

Provide Comments to Staff

**Background**

The General Manager is scheduled to provide an update on USD activities to the three City Councils this spring. The first is scheduled for April 1 at the City of Fremont. Attached is the draft PowerPoint presentation for your review. The presentation will follow the typical theme of:

- Who we are and who we represent
- What services we provide
- USD accomplishments and awards
- Current and Upcoming Projects
- Green Projects and Programs
- Outreach Efforts
- Rates and Value
- Questions

The Schedule of Presentations is shown below.

City of Fremont	April 1	7:00 p.m.
City of Newark	April 10	7:30 p.m.
City of Union City	May 13	7:00 p.m.

**UNION SANITARY DISTRICT  
CHECK REGISTER  
03/01/2014-03/14/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153481	3/13/2014	30102482	SYNAGRO WEST LLC	JANUARY 2014 BIOSOLIDS DISPOSAL	\$49,242.27	\$49,242.27
153436	3/13/2014	133254	CAROLLO ENGINEERS	COGENERATION PROJECT	\$36,126.81	\$36,126.81
153470	3/13/2014	1244	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	\$28,929.33	\$28,929.33
153446	3/13/2014	1004216	DOWNTOWN FORD SALES	1 NEW 2014 FORD TRANSIT CONNECT XLT VAN.	\$23,888.50	\$23,888.50
153447	3/13/2014	901594835	EVOQUA WATER TECHNOLOGIES	4,550 GALS HYDROGEN PEROXIDE	\$21,124.74	\$21,124.74
153480	3/13/2014	701RET	SOUTHWEST PIPE & TRENCHLESS CO	CAST IRON LINING PHASE V	\$19,859.00	\$19,859.00
153374	3/6/2014	3139	DW NICHOLSON CORP	MCC REPLACEMENT - PHASE 2	\$19,237.50	\$19,237.50
153445	3/13/2014	755841C	DELTA DENTAL SERVICE	FEBRUARY 2014 DENTAL	\$15,481.70	\$17,463.36
	3/13/2014	755841A		FEBRUARY 2014 DENTAL	\$1,981.66	
153376	3/6/2014	20140206	ENFO TECH & CONSULTING INC	ECMS IMPLEMENTATION	\$13,230.00	\$13,230.00
153467	3/13/2014	898220140304	PACIFIC GAS AND ELECTRIC	SERV TO 03/03/14 FREMONT PS	\$211.02	\$12,413.43
	3/13/2014	096020140304		SERV TO 03/03/14 CATHODIC PROJECT	\$43.70	
	3/13/2014	380420140304		SERV TO 02/28/14 CHERRY ST PS	\$128.14	
	3/13/2014	761520140226		SERV TO 02/26/14 NEWARK PS	\$11,809.27	
	3/13/2014	666720140304		SERV TO 03/03/14 PASEO PADRE PS	\$171.58	
	3/13/2014	892820140304		SERV TO 03/03/14 HAYWARD MARSH	\$49.72	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153476	3/13/2014	14031064	SCADA SUPPORT GROUP	FEBRUARY 2014 CONSULTING	\$1,058.43	\$11,590.91
	3/13/2014	14031076		MCC REPLACEMENT - PHASE 2	\$10,532.48	
153457	3/13/2014	9017376269	KEMIRA WATER SOLUTIONS, INC.	7.66 DRY TONS FERROUS CHLORIDE	\$5,168.27	\$10,471.49
	3/13/2014	9017376874		7.86 DRY TONS FERROUS CHLORIDE	\$5,303.22	
153378	3/6/2014	2014008	FARALLON GEOGRAPHICS INC	PLANT GIS IMPROVEMENTS	\$7,799.47	\$7,799.47
153485	3/13/2014	601694	UNIVAR USA INC	4,942 GALS SODIUM HYPOCHLORITE	\$2,324.77	\$7,047.24
	3/13/2014	602428		5,027 GALS SODIUM HYPOCHLORITE	\$2,364.76	
	3/13/2014	604200		5,012 GALS SODIUM HYPOCHLORITE	\$2,357.71	
153393	3/6/2014	37432220140301	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - MAR 2014	\$6,865.54	\$6,865.54
153484	3/13/2014	1402	TONY LIPKA, CONSULTANT & TRNR	ELECTRICAL SAFETY TRAINING	\$6,300.00	\$6,300.00
153431	3/13/2014	523	AUTOMATED NETWORK CONTROLS	COGENERATION PROJECT	\$4,865.84	\$4,865.84
153403	3/6/2014	853963	POLYDYNE INC	42,220 LBS CLARIFLOC WE-539	\$4,808.01	\$4,808.01
153417	3/6/2014	601849	UNIVAR USA INC	5,012 GALS SODIUM HYPOCHLORITE	\$2,357.71	\$4,715.42
	3/6/2014	601324		5,012 GALS SODIUM HYPOCHLORITE	\$2,357.71	
153419	3/6/2014	26244	VALLEY OIL COMPANY	55 TUBES GREASE & 4 DRS OIL	\$4,011.16	\$4,011.16
153399	3/6/2014	402001	PACHECO BROTHERS GARDENING INC	WEED ABATEMENT WORK FEBRUARY 2014	\$915.00	\$3,990.00
	3/6/2014	814822		LANDSCAPING AT CHERRY STREET PUMP STATION	\$350.00	
	3/6/2014	814818		LANDSCAPING AT IRVINGTON PUMP STATION	\$2,725.00	
153472	3/13/2014	17505	RMC WATER AND ENVIRONMENT	LOCAL LIMITS & WASTEWATER TREATABILITY	\$3,823.89	\$3,823.89

**UNION SANITARY DISTRICT  
CHECK REGISTER  
03/01/2014-03/14/2014**

<b>Check No.</b>	<b>Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Amt</b>	<b>Check Amt</b>
153435	3/13/2014	1377	BURLINGAME ENGINEERS INC	1 MILTON ROY REBUILD KITS	\$3,430.40	\$3,430.40
153415	3/6/2014	6770	TORO GENERAL MG & SON'S INC	REFUND # 16972	\$3,300.00	\$3,300.00
153450	3/13/2014	16337	CITY OF FREMONT	RANGE 3 HAZMAT STORAGE PERMIT	\$689.80	\$3,065.92
	3/13/2014	16055		RANGE 2 HAZMAT STORAGE PERMIT	\$313.96	
	3/13/2014	15936		RANGE 2 HAZMAT STORAGE PERMIT	\$313.96	
	3/13/2014	15997		RANGE 5 HAZMAT STORAGE PERMIT	\$1,748.20	
153434	3/13/2014	10134010	BLAISDELL'S	1 BLACK TONER	\$188.03	\$3,061.01
	3/13/2014	10129290		STANDUP WORKSTATION - M. GHOURY & C. ELLIOT	\$654.33	
	3/13/2014	10134060		ASTD OFFICE SUPPLIES	\$287.12	
	3/13/2014	10128880		COMPUTER STAND	\$544.51	
	3/13/2014	10113570		STANDUP WORKSTATION - M. GHOURY & C. ELLIOT	\$1,387.02	
153421	3/6/2014	20140301	VISION SERVICE PLAN - CA	MARCH 2014 VISION STMT	\$3,001.26	\$3,001.26

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153439	3/13/2014	54288510	CINTAS CORPORATION	UNIFORM LAUNDERING SERVICE	\$408.61	\$2,796.48
	3/13/2014	54290786		UNIFORM LAUNDERING SERVICE	\$96.41	
	3/13/2014	54290787		UNIFORM LAUNDERING SERVICE	\$308.67	
	3/13/2014	54295372		ASTD DUST MOPS & TERRY TOWELS	\$62.66	
	3/13/2014	54293046		UNIFORM LAUNDERING SERVICE	\$342.38	
	3/13/2014	54290788		UNIFORM LAUNDERING SERVICE	\$311.97	
	3/13/2014	54293045		UNIFORM LAUNDERING SERVICE	\$322.92	
	3/13/2014	54295374		UNIFORM LAUNDERING SERVICE	\$302.99	
	3/13/2014	54288509		UNIFORM LAUNDERING SERVICE	\$344.86	
	3/13/2014	54295373		UNIFORM LAUNDERING SERVICE	\$295.01	
153458	3/13/2014	16023	KEN GRADY CO INC	2 EA LEL IR SENSORS FOR H & M 3	\$2,577.99	\$2,577.99
153383	3/6/2014	609054	GRANITE CONSTRUCTION COMPANY	30.66 TONS 1/2 " ASPHALT	\$2,534.05	\$2,534.05
153471	3/13/2014	916002005470	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - FEB 2014	\$2,492.83	\$2,492.83
153369	3/6/2014	389473	BRENNTAG PACIFIC, INC.	3846 LBS SODIUM HYDROXIDE	\$2,075.12	\$2,075.12
153437	3/13/2014	65734	CDW GOVERNMENT LLC	MSDN ANNUAL RENEWAL	\$1,937.00	\$1,937.00
153482	3/13/2014	6001312	TBC SAFETY	4 TRAFFIC SIGNS - REFLECTIVE ROLL UPS	\$1,806.15	\$1,806.15
153483	3/13/2014	27415	THOMAS AND ASSOCIATES	1 GORMAN RUPP BASIC PUMP	\$1,801.25	\$1,801.25
153468	3/13/2014	102881	PIAN SYSTEMS LLC	1 WIND SPEED DIRECTION SENSOR WITH PLC MONITOR	\$1,798.89	\$1,798.89
153385	3/6/2014	8693593	HACH COMPANY	1 EA CHLORINE SENSOR	\$1,746.97	\$1,746.97

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153441	3/13/2014	30358	COLLICUTT ENERGY SERVICES INC	NPS GENERATOR ANNUAL FILTERS	\$1,526.39	\$1,526.39
153397	3/6/2014	88467	MUNICIPAL MAINT EQUIPMENT INC	REPAIR/REPLACEMENT OF HOSE/NOZZLES	\$1,522.11	\$1,522.11
153412	3/6/2014	7241	STREAMLINE PLUMBING & DRAIN	REFUND # 16966	\$500.00	\$1,500.00
	3/6/2014	7213		REFUND # 16967	\$500.00	
	3/6/2014	7229		REFUND # 16965	\$500.00	
153426	3/13/2014	23930	ABACUS PRODUCTS INC	2500 12" RECYCLED RULERS	\$1,455.06	\$1,455.06
153487	3/13/2014	26300	VALLEY OIL COMPANY	DRUM DEPOSIT CREDIT	\$-40.00	\$1,439.53
	3/13/2014	26319		30 TUBES GREASE & 1 DR SHELL PELLA OIL	\$1,479.53	
153396	3/6/2014	24817444	MOTION INDUSTRIES INC	2 EA BALL BEARINGS	\$109.93	\$1,336.62
	3/6/2014	24817518		1 EA BEARING	\$1,226.69	
153440	3/13/2014	44068410	CINTAS FIRE PROTECTION	FIRE ALARM TROUBLESHOOT IPS, NPS & CENTRIFUGE	\$1,328.64	\$1,328.64
153474	3/13/2014	70545325	ROSEMOUNT ANALYTICAL INC	1 PRESSURE TRANSMITTER	\$1,212.16	\$1,212.16
153449	3/13/2014	101390	FOLGER GRAPHICS	5000 FOG DELICIOUS/DISASTROUS POSTCARDS	\$1,157.14	\$1,157.14
153392	3/6/2014	7216	LALO'S SEWER & DRAIN	REFUND # 16969	\$500.00	\$1,150.00
	3/6/2014	7263		REFUND # 16967 & 16977	\$650.00	
153416	3/6/2014	62701	UNION CITY CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL FEB 2014 - FEB 2015	\$1,080.00	\$1,080.00
153424	3/6/2014	9829	WESTERN MACHINE & FAB INC	MFG SST ADAPTER DRIVE SLEEVES	\$985.50	\$985.50
153390	3/6/2014	1000632	INDUSTRIAL SAFETY SUPPLY	4 EA CAL GAS	\$919.40	\$919.40

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153454	3/13/2014	601035024	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$259.07	\$912.93
	3/13/2014	601041235		ASTD JANITORIAL SUPPLIES	\$139.17	
	3/13/2014	601037785		1 CS PAPER PLATES	\$155.55	
	3/13/2014	601035023		ASTD JANITORIAL SUPPLIES	\$359.14	
153489	3/13/2014	8056786582	VWR INTERNATIONAL LLC	5 PKS PIPET BRUSH & 12 PKS FILTER GLASS	\$901.55	\$901.55
153491	3/13/2014	20140310	DONNA WIES	EXP REIMB: UTILITY MGMT CONFERENCE	\$890.70	\$890.70
153394	3/6/2014	75505436	MCMASTER SUPPLY INC	8 EA COMPACT HOSE COUPLINGS	\$45.48	\$858.32
	3/6/2014	75379189		6 EA ASTD GAUGES	\$194.78	
	3/6/2014	75774086		2 EA HEAVY DUTY PIPE WRENCHES	\$111.75	
	3/6/2014	74664871		20 FT FLEXIBLE MAGNETIC STRIP	\$34.83	
	3/6/2014	75505875		ASTD PARTS & MATERIALS	\$471.48	
153463	3/13/2014	20140228	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - FEB 2014	\$843.71	\$843.71
153479	3/13/2014	8122768022714	SIERRA SPRING WATER COMPANY	BOTTLESS COOLERS RENTAL	\$242.08	\$821.30
	3/13/2014	4868173022714		WATER SERVICE 01/31/14 - 02/27/14	\$579.22	
153430	3/13/2014	5123670	AT&T	SERV: 01/13/14 - 02/12/14	\$711.71	\$805.73
	3/13/2014	5132951		SERV: 01/13/14 - 02/12/14	\$94.02	
153442	3/13/2014	30574	CONTRACT OFFICE GROUP INC	3 FILE CABINETS	\$773.72	\$773.72
153453	3/13/2014	1438124	HANSON AGGREGATES INC	10.27 TONS 1/2 MED TYPE A	\$769.39	\$769.39

**UNION SANITARY DISTRICT  
CHECK REGISTER  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153371	3/6/2014	244906	CURTIS & TOMPKINS LTD	15 LAB SAMPLE ANALYSIS	\$465.00	\$750.00
	3/6/2014	244786		13 LAB SAMPLE ANALYSIS	\$285.00	
153461	3/13/2014	20140313	EDWARD MCCORMICK	EXP REIMB: CASA WINTER CONF, JAN 2014	\$747.67	\$747.67
153414	3/6/2014	062014	THE MEJORANDO GROUP	COACHING SERVICES	\$746.90	\$746.90
153462	3/13/2014	76236192	MCMASTER SUPPLY INC	2 EA PACKING TOOL SETS	\$216.96	\$728.32
	3/13/2014	75978232		1 EA BATTERY-OPERATED CLOCK	\$28.15	
	3/13/2014	76311836		ASTD PARTS & MATERIALS	\$483.21	
153408	3/6/2014	1568234001	SAN LEANDRO ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$248.69	\$719.06
	3/6/2014	1568234002		ASTD PARTS & MATERIALS	\$104.37	
	3/6/2014	1570953001		ASTD PARTS & MATERIALS	\$366.00	
153366	3/6/2014	87896581202252014	AT&T	SERV: 01/18/14 - 02/17/14	\$671.55	\$671.55
153382	3/6/2014	9347019524	GRAINGER INC	1 EA MODULAR PLUG	\$20.57	\$660.96
	3/6/2014	9350998515		2 EA SPOOLS COMMUNICATION CABLE	\$429.46	
	3/6/2014	9351305066		35 ASTD COUPLERS	\$172.70	
	3/6/2014	9347697378		2 EA BATTERIES, SEALED LEAD ACID	\$38.23	
153452	3/13/2014	9356829706	GRAINGER INC	1 EA KEY SWITCH	\$23.99	\$649.46
	3/13/2014	9353882906		1 EA WATER HEATER	\$344.38	
	3/13/2014	9354482102		10 EA FUSES	\$281.09	
153384	3/6/2014	20140305	TIMOTHY GRILLO	EXP REIMB: COMMUNICATION TRNG - NOVEMBER 1-2 2013	\$630.14	\$630.14

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153406	3/6/2014	2362263006	S & S SUPPLIES & SOLUTIONS	2 FIRST AID KITS EMPTY 16-UNIT	\$35.65	\$586.80
	3/6/2014	2362263005		ASTD SAFETY SUPPLIES	\$551.15	
153443	3/13/2014	88148	COPYMAT OF NEWARK/FREMONT	2500 SETS 20# WHITE FOR B&W	\$585.88	\$585.88
153466	3/13/2014	814824	PACHECO BROTHERS GARDENING INC	SEEDING WETLANDS AT IRVINGTON PUMP STATION	\$575.00	\$575.00
153420	3/6/2014	1208	VALLEY POWER SYSTEMS NORTH INC	9 GASKETS, ROCKER ARM	\$241.39	\$540.98
	3/6/2014	1048		12 GASKETS, ROCKER ARM	\$299.59	
153423	3/6/2014	31099	WECO INDUSTRIES LLC	TX361 TRANSPORT REPAIR	\$519.50	\$519.50
153364	3/6/2014	7236	ALL SERVICE PLUMBING CO, INC.	REFUND # 16970	\$500.00	\$500.00
153375	3/6/2014	7156	E Z PLUMBING	REFUND # 16968	\$500.00	\$500.00
153459	3/13/2014	9523	LOOKINGPOINT INC	MONTHLY PREMIER SUPPORT - FEB 2014	\$500.00	\$500.00
153475	3/13/2014	2374645001	S & S SUPPLIES & SOLUTIONS	ASTD SAFETY SUPPLIES	\$392.14	\$472.24
	3/13/2014	2374645003		12 BATTERY LANTERN ENERGIZER NO 1209 COIL	\$28.91	
	3/13/2014	2374645002		11 CAP COLD WEATHER PULLOVER	\$51.19	
153444	3/13/2014	244988	CURTIS & TOMPKINS LTD	21 LAB SAMPLE ANALYSIS	\$470.00	\$470.00
153428	3/13/2014	2322	ALLIED PACKING AND SUPPLY CO	140 1/8X48 BUNA-N SHEET	\$459.57	\$459.57
153373	3/6/2014	20140225.10	DALE HARDWARE INC	02/14 - ASTD PARTS & MATERIALS	\$427.25	\$427.25
153427	3/13/2014	9024689139	AIRGAS NCN	2 CYL ARGON	\$422.17	\$422.17
153411	3/6/2014	3223991480	STAPLES CONTRACT & COMMERCIAL	ASTD OFFICE SUPPLIES - R&S	\$64.32	\$403.31
	3/6/2014	3223991479		ASTD OFFICE SUPPLIES - INVENTORY	\$338.99	

**UNION SANITARY DISTRICT  
CHECK REGISTER  
03/01/2014-03/14/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153432	3/13/2014	302768	BAY AREA BARRICADE SERVICE INC	6 PLASTICADE PLASTIC TYPE 2 BARRICADE.	\$381.06	\$381.06
153422	3/6/2014	8056696322	VWR INTERNATIONAL LLC	1 CS 2L CLASS A VOLUMERIC FLASKS	\$185.45	\$377.90
	3/6/2014	8056694585		1 CS LIQUI-NOX LIQUID DETERGENT 1 GAL	\$192.45	
153367	3/6/2014	212008	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$369.06	\$369.06
153387	3/6/2014	3H0861	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$34.13	\$363.56
	3/6/2014	3H0897		ASTD PARTS & MATERIALS	\$54.42	
	3/6/2014	3H0860		6 EA 1" VALVE BALL TUBES	\$275.01	
153368	3/6/2014	10121840	BLAISDELL'S	1 BX LTR FASTENER FOLDER	\$63.50	\$320.40
	3/6/2014	10124490		ASTD OFFICE SUPPLIES	\$116.19	
	3/6/2014	10123281		1 PK SLIM BLK JEWEL CASE	\$10.94	
	3/6/2014	10127080		ASTD OFFICE SUPPLIES	\$49.24	
	3/6/2014	10127880		26 REPORT COVERS	\$39.57	
	3/6/2014	10123280		ASTD OFFICE SUPPLIES	\$40.96	
153488	3/13/2014	9720426046	VERIZON WIRELESS	WIRELESS SERV 01/21/14-02/20/14	\$300.80	\$300.80
153473	3/13/2014	20140312	ADRIANNE ROLETTO	EXP REIMB: MANAGEMENT MEETING LUNCH	\$295.77	\$295.77
153460	3/13/2014	20140303	DUNG LU	EXP REIMB: ELECTRICAL SAFETY TRNG - BURLINGAME	\$287.14	\$287.14
153455	3/13/2014	997720140225	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - FEB 2014	\$280.18	\$280.18
153433	3/13/2014	20140312	BAY AREA DRIVING SCHOOL	1 EMPLOYEE DRIVING ASSESSMENT	\$275.00	\$275.00
153395	3/6/2014	20140304	JOSEPH MENDOZA	EXP REIMB: MEALS & MILEAGE FOR P3S CONF IN ONTARIO CA	\$269.52	\$269.52

**UNION SANITARY DISTRICT  
CHECK REGISTER  
03/01/2014-03/14/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153402	3/6/2014	20140228	RIC PIPKIN	EXP REIMB: COMBINED TEAM MEETING MEAL	\$262.65	\$262.65
153456	3/13/2014	358733	IRONMAN PARTS AND SERVICE	REPAIR: DIAGNOSE DPF TRUCKS T3252 & T3099	\$250.00	\$250.00
153404	3/6/2014	20140219	MICHELLE POWELL	PROJ 426 ROOM RENTAL & REFRESHMENTS	\$242.73	\$242.73
153401	3/6/2014	20140303	VICTOR PADILLA	EXP REIMB: P3S CONFERENCE	\$241.31	\$241.31
153407	3/6/2014	85340220140224	SAN FRANCISCO WATER DEPT	SERVICE 01/21/14 TO 02/20/14	\$221.60	\$221.60
153370	3/6/2014	88146	COPYMAT OF NEWARK/FREMONT	1400 SETS 20# WHITE FOR B&W	\$216.69	\$216.69
153413	3/6/2014	30102467	SYNAGRO WEST LLC	DECEMBER 2013 BIOSOLIDS DISPOSAL	\$204.00	\$204.00
153464	3/13/2014	20140307	SHAWN NESGIS	EXP REIMB: CS WKGRP SAFETY RECOG BREAKFAST (455 DAYS)	\$184.88	\$184.88
153380	3/6/2014	1173403805	GLACIER ICE COMPANY INC	144, 7-LB BAGS OF ICE	\$184.32	\$184.32
153429	3/13/2014	98039	ARISTA BUSINESS IMAGING	SERVICE CALL: XEROX COLOR CUBE 8870	\$160.00	\$160.00
153405	3/6/2014	20140228	CAROL RICE	EXP REIMB: BOARD MEETING & WORKSHOP	\$150.80	\$150.80
153372	3/6/2014	20140228	CWEA-NRTC	MEMBERSHIP RENEWAL: A. LATHI	\$148.00	\$148.00
153448	3/13/2014	20140307	YIN FANG	EXP REIMB: CWEA MEMBERSHIP RENEWAL	\$148.00	\$148.00
153391	3/6/2014	750934	INTERNATIONAL PAINT LLC	ASTD PAINT SUPPLIES	\$146.95	\$146.95
153469	3/13/2014	20140310	DAVE PORT	EXP REIMB: MANAGEMENT MEETING LUNCH	\$141.80	\$141.80
153381	3/6/2014	72946	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$31.27	\$133.68
	3/6/2014	72970		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$39.89	
	3/6/2014	72969		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$62.52	
153365	3/6/2014	7001627972	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD PARTS & MATERIALS	\$131.25	\$131.25

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<b>Check No.</b>	<b>Date</b>	<b>Invoice No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Amt</b>	<b>Check Amt</b>
153465	3/13/2014	9745204	CITY OF NEWARK	FIRE PERMIT FEES - NEWARK PS	\$125.00	\$125.00
153478	3/13/2014	814555541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.71	\$115.71
153490	3/13/2014	20140311	JANINNE WARD	EXP REIMB: SAFETY RECOGNITION BBQ	\$96.87	\$96.87
153425	3/6/2014	20140304	JASON YEATES	EXP REIMB: P3S CONFERENCE	\$92.77	\$92.77
153389	3/6/2014	513942	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$92.17	\$92.17
153477	3/13/2014	20140307	JAMES SCHOFIELD	EXP REIMB: 30 DAY SAFETY RECOG GIFT	\$90.89	\$90.89
153377	3/6/2014	20140227	YIN FANG	REIMB: CWEA MEMBERSHIP RENEWAL	\$87.00	\$87.00
153409	3/6/2014	20140227	JOHN SEO	EXP REIMB: CWEA RENEW MBR & AIR STONES	\$79.73	\$79.73
153486	3/13/2014	9853074	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/15/14	\$77.28	\$77.28
153388	3/6/2014	5441670	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	\$68.93	\$68.93
153363	3/6/2014	1242	ALAMEDA COUNTY TREASURER	21 ASSESSOR'S MAPS	\$63.00	\$63.00
153418	3/6/2014	9853064	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/08/14	\$61.47	\$61.47
153379	3/6/2014	20130227	MICHAEL GILL	EXP REIMB: APPLE IPAD AIR CHARGER FOR T. HANDLEY	\$61.32	\$61.32
153398	3/6/2014	20140227	SHAWN NESGIS	EXP REIMB: LUNCH FOR LEAD CSW INTERVIEW PANEL	\$56.50	\$56.50
153410	3/6/2014	20140304	JENNIFER SIO-KWOK	EXP REIMB: LUNCH QAI PANEL	\$55.10	\$55.10
153386	3/6/2014	252240	HANIGAN COMPANY INC	1000 EA BUSINESS CARDS: S. BOWMAN	\$36.96	\$36.96
153451	3/13/2014	73062	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$29.68	\$29.68
153400	3/6/2014	224720140224	PACIFIC GAS AND ELECTRIC	SERV TO 02/23/14 CS TRAINING TRAILER	\$21.65	\$21.65
153438	3/13/2014	433906	CENTERVILLE SAW AND TOOL	1 FUEL FILLER CAP	\$12.72	\$12.72

**UNION SANITARY DISTRICT  
CHECK REGISTER  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
<b>Invoices:</b>				<b>Checks:</b>		
Credit Memos :		1	-40.00			
\$0 - \$1,000 :		145	41,180.09	\$0 - \$1,000 :	81	30,762.81
\$1,000 - \$10,000 :		40	110,098.00	\$1,000 - \$10,000 :	36	106,359.54
\$10,000 - \$100,000 :		11	249,461.60	\$10,000 - \$100,000 :	12	263,577.34
Over \$100,000 :		0		Over \$100,000 :		
<b>Total:</b>		<b>197</b>	<b>400,699.69</b>	<b>Total:</b>	<b>129</b>	<b>400,699.69</b>



**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 14, 2014

**MEMO TO:** Board of Directors

**FROM:** Richard B. Currie, General Manager/District Engineer  
Rich Cortes, Business Services Manager  
Maria Scott, Principal Financial Analyst

**SUBJECT:** Agenda Item No. 17b. – Meeting of March 24, 2014  
Executing a Contract with Raftelis Financial Consultants, Inc. (RFC)  
to Conduct a Comprehensive Sewer Service Charge Rate Study.

### **Recommendation**

None. Information Only.

### **Background**

The District's FY14 Non-ECB budget includes a project to evaluate the current sewer Service charge rate, processes, and model. An RFP was issued in January, and two firms were selected for interview, Neste, Brudin & Stone (NBS), and Raftelis Financial Consultants, Inc. (RFC). Staff selected RFC, which has extensive experience performing rate studies, has frequent speakers at AWWA, WEF, CSMFO, ACWA, and has recently worked with SFPUC, Goleta West Sanitary District, City of Santa Monica, and City of San Diego. The contract value is \$71,960 and is within the budgeted amount. A copy of the Agreement is attached for the Board's information. No changes have been made to our standard contract, other than clarification of certain scope items.

Work is scheduled to commence in April. The scope includes:

- Reviewing current rate structure and processes
- Upfront Board workshop to determine framework parameters
- Cost of service analysis by customer class
- Reviewing Ordinance 31.36

- Assessing impact of future regulations (e.g. nutrient removal regulations) on rate structure and rate increases
- Recommending appropriate rate benchmarks
- Reviewing current rate model, including suggestions for improvement or recommendation for a new model
- Assessing impact of CIP and operating costs on rates
- Assessing feasibility of implementing flow-based rates
- Developing 10-year rate projections based on approved recommendations
- A written report and Board workshop presentation

Attachment - Agreement



## Professional Consulting Services for a Comprehensive Sewer Rate Study

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT IS MADE AS OF March 2014, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as "District"), and RAFTELIS FINANCIAL CONSULTANTS, INC. (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the District desires to obtain professional consulting services for a comprehensive sewer rate study (hereinafter referred to as Project), and has issued a Request for Proposals dated January 10, 2014, a copy of which is attached hereto and incorporated herein as Exhibit A, and;

WHEREAS, the Consultant desires to furnish such services and has submitted a written proposal dated February 12, 2014, a copy of which is attached hereto and incorporated herein as Exhibit B and the additional proposal submitted on March 3, 2014.

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

#### ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT

- 1.1 The Consultant agrees to provide professional services to the District in accordance with the Terms and Conditions of this Agreement and the Request for Proposal #S-14-S-174, Professional Consulting Services for Comprehensive Sewer Rate Study and the additional proposal dated March 3, 2014.
- 1.2 The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

## ARTICLE 2 - COMPENSATION

- 2.1 The Consultant agrees to perform all of the services specified in this Agreement for Seventy-one thousand nine hundred sixty dollars (\$71,960.00) inclusive of all labor costs, material, travel expenses, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Agreement.
- 2.2 All Presentations shall be reviewed and approved by the Project Manager, Maria Scott, before submission/preview by the District's Board of Directors. Workshop durations shall not exceed 2 hours in length.
- 2.3 Payment will be based on Project Schedule in Consultants proposal (pages 41 and 54 of Exhibit B, and the additional proposal submitted on March 3, 2014). Consultant shall submit invoices based on completed deliverables. The District will make prompt payments in response to the Consultant's invoices. The District's invoice payment terms are Net 30.

## ARTICLE 3 - PERIOD OF SERVICE

- 3.1 The Consultant shall provide consulting services for a comprehensive sewer rate study in accordance with the milestone and delivery schedule contained in the Consultants Proposal, Exhibit B, or as otherwise mutually agreed upon by the parties, unless terminated sooner in accordance with Article 16 of this Agreement.

## ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

## ARTICLE 5 - STANDARD OF CARE

- 5.1 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Consultant under similar circumstance

and Consultant shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

#### ARTICLE 7 - SUBCONTRACTING

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

#### ARTICLE 8 – CONSULTANT-ASSIGNED PERSONNEL

- 8.1 Consultant shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Consultant will be stipulated in their proposal. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Consultant shall substitute a qualified and responsible person.

#### ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Consultant monies) as may be accumulated by Consultant to complete services under this Agreement shall be owned by the District.
- 9.2 Consultant shall retain custody of all project data and documents other than deliverables specified in this Agreement, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.

- 9.3 All deliverables and other information prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant; and District shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by District and Consultant.

#### ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Consultant shall maintain records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.
- 10.2 After delivery of Services under this Agreement, the Consultant's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Consultant and made reasonably accessible to the District for a period of three (3) years after completion of all work under this Agreement.
- 10.3 Consultant agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Consultant and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

#### ARTICLE 11 - INSURANCE

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

11.0 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Service Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

11.1 Workers' Compensation Insurance as required by the State of California.

11.2 Comprehensive General Liability Insurance (Including operations, products and completed operations, as applicable). Said insurance shall provide a minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.3 Comprehensive Automobile Liability Insurance: Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury and property damage.

11.4 Employer's Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

11.5 Errors & Omissions Liability Insurance: Consultant shall maintain a policy of professional liability insurance (Errors & Omissions Insurance) protecting it against claims arising out of negligent acts, errors, or omissions of Consultant pursuant to this Agreement, in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

11.6 Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.7 Other Insurance Provisions

A. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Union Sanitary District, its officers, officials, employees and volunteers as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

- B. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the District for review.
- e. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "pollution" shall include microbial matter, including mold.

11.8 Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

11.9 Verification of Coverage: Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should on forms provided by the District or on other than the District's forms provided those endorsements conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsement effecting the coverage required by these specifications at any time.

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

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

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Consultant agree to allocate such liabilities in accordance with this Article 12. Words and phrases used

in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

- 12.2 Consultant shall indemnify and save harmless and defend the District and all of their agents, officers, and employees from and against all claims, demand, or cause of action of every name or nature arising out of negligent error, omission, or act of Consultant, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Consultant, Consultant agrees to defend District. In the event District accepts Consultant's defense, District agrees to indemnify and reimburse Consultant on a pro rata basis for all expenses of defense and any judgment or amount paid by Consultant in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Consultant shall indemnify District against legal liability for damages arising out of claims by Consultant's employees. District shall indemnify Consultant against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Consultant to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

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

#### ARTICLE 14 - COMPLIANCE WITH LAWS

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

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

#### ARTICLE 16 - TERMINATION OF CONTRACT

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

#### ARTICLE 17 - UNCONTROLLABLE FORCES

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

#### ARTICLE 18 – CLAIMS AND DISPUTES

- 18.1 The CONSULTANT shall be solely responsible for providing timely written notice to the District of any claims for consideration in accordance with the provisions of this contract. It is the District's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, the CONSULTANT's failure to provide timely notice shall constitute a waiver of the CONSULTANT's claim for additional compensation and/or time.

The CONSULTANT shall not be entitled to consideration for any cause, including any act, or failure to act, by the District, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the District due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT

believes credit may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the District, such notice shall be given to the District prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for consideration. In all other cases, notice shall be given within ten days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the District, and shall be governed by all applicable provisions of the contract. The CONSULTANT shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may chose a dispute resolution process or terminate the contract.

#### ARTICLE 19 - MISCELLANEOUS

- 19.1 A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 19.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 19.3 This Agreement shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Agreement will be held in the County of Alameda and the Agreement will be interpreted according to the laws of California. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### ARTICLE 20 - INTEGRATION AND MODIFICATION

- 20.1 This Agreement (consisting of pages 1 to 13), together with all Task Orders, if any, executed by the undersigned, is adopted by District and Consultant as a complete and exclusive statement of the terms of the Agreement between District and Consultant. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant pertaining to the Services, whether written or oral.
- 20.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Consultant.

## ARTICLE 21 – CONFLICT OF INTEREST

21.1 The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement.

Consultant will not knowingly enter into a contract with the District without first notifying the District if any financial or personal interest exists, or may exist during performance of a subsequent contract, between an employee of the Consultant firm who is a spouse, parent, person who stood *in loco parentis*, grandparent, child, grandchild, brother, sister, aunt, niece, nephew, cousin, domestic partner or person living in the same household (whether through marriage, domestic partnership, or as a couple living together), including step-, half-, and “in-law,” to any member of the District’s Board of Directors, General Manager, Work Group Manager, Business Services Coach, or the Purchasing Agent or his/her designee.

If such a financial interest and/or personal relationship exists or may exist in a subsequent contract, the Consultant will notify the District before entering into the contract and/or performing any services. The District will inform the Consultant if such a relationship is a violation of this provision and whether services can be provided. However, violation of this provision without such notification to the District may result in this Agreement being deemed void and unenforceable.

21.2 Depending on the nature of the work performed, Consultant may be required to publicly disclose financial interests under the District’s Conflict of Interest Code and the provisions of Section 21.1 above. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest in the form provided by the District.

21.3 No person previously in the position of Director, Officer, employee or agent of the District may act as an agent or attorney for, otherwise represent the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any Officer or employee of the District, for a period of twelve months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

21.4 No member, officer, or employee of the District during his or her tenure of for one year after that tenure shall have any interest, direct or indirect, in this Agreement of the proceeds under this Agreement.

## ARTICLE 22 - ATTORNEY’S FEES

22.1 If any legal proceeding should be instituted by either of the parties to enforce the terms of this contract or to determine the rights of the parties under this contract, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney fees.

## ARTICLE 23 - SUCCESSORS AND ASSIGNS

23.1 District and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal

representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

23.2 Neither District nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent Consultants, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

23.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

**ARTICLE 24 – SERVICE OF NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to:

Maria Scott, Principal Analyst
Union Sanitary District
5072 Benson Rd.
Union City, CA 94587

**ARTICLE 25 – GOVERNING LAW**

The Agreement shall be governed and construed in accordance with the laws of the State of California.

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

**UNION SANITARY DISTRICT**

**(CONSULTANT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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:** March 14, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 17c - March 24, 2014  
Information Item: **LEGISLATIVE COMMITTEE UPDATE ON STATE,  
NATIONAL AND REGIONAL ISSUES OF INTEREST TO THE  
BOARD**

### California

Over 1900 bills have been introduced in this second year of the two-year session of the State Legislature. CASA is tracking 56 bills that could potentially impact wastewater agencies. Below is a summary of the ones most important to USD.

**AB1331 Rendon and SB848 Wolk– Water Bond.** Several bills are being proposed in this session to develop a Bond to fund water and wastewater projects to promote conservation, water quality, storage and drought response. The original bill that was pulled from the ballot during the recession was \$11.1 Billion. These bills would reduce the total amount to between \$6 Billion and \$8 Billion and each includes \$500 million in grants and loans for recycled water projects. CASA is supporting the bill.

**AB1649 Waldron – Computer Crimes.** The bill would increase penalties for computer crimes against government agencies. This is consistent with USD's ongoing efforts to protect our SCADA system from being "hacked" from outside sources. CASA has taken an approve position.

**AB1699 Bloom – Microplastics Ban.** Recent discovery of the accumulation of microplastics and microbeads in the ocean and lakes and in fish has prompted this legislation to ban the sale of products containing greater than one part per million of these products. Microplastics are defined as those of a size smaller than 5 mm, but are typically less than one-tenth of 1 mm. Used in many soaps and personal care

products, microbeads have been found floating on surface waters. CASA is supporting the bill. See the attached article for more information.

**AB1983 Gray – Water meters.** Applying to multi-family residential developments and multi-tenant businesses, the bill would require new buildings to include individual meters for each tenant and allow the Owner to distribute a buildings water and wastewater charges based on actual flow to each unit. It also allows building owners to install separate meters in existing buildings and charge each tenant for water and sewer fees. While this is not directly a volumetric flow provision for wastewater billing, CASA is concerned it may lead in that direction. For now CASA has taken a Watch position.

**AB2126 Bonta – Labor Relations.** Similar to a bill proposed in each of the last two years, this bill would allow either party in labor contract negotiations to unilaterally call for mediation to resolve disputes. CASA opposes this believing use of mediation should be mutually agreed upon and is concerned it could be used to delay the negotiation process. The bill also provides for the appointment of the mediator by the Public Employees Relations Board and charging of a fee (previously free).

**AB2419 Garcia – Labor Relations.** A public agency and a labor union may reach a negotiated agreement where all classified employees are required to be represented by the Union. This is known as an Agency Shop provision. Under this bill, management employees (typically supervisors and some managers) would also be required to be represented by unions if part of an entity with an Agency Shop provision. CASA believes that management should remain independent and that Agency Shop should be negotiated, not imposed as part of the law. CASA opposes the bill.

**AB2516 Gordon – Sea Level Rise.** This bill would create a statewide database and website to track the work of various agencies around the State in addressing preparation, adaptation and mitigation projects associated with Sea Level Rise. The bill specifically includes agencies adjacent to San Francisco Bay. The database would serve as a resource for agencies to understand what others are doing to address sea level rise. CASA has taken a Watch position.

**SB1014 Jackson – Pharmaceutical Take-Back.** This bill creates a statewide program requiring the manufacturers of pharmaceutical products to create and implement a consumer take-back program (Product Stewardship Plan) that does not charge customers. Unlike previous bills, the program elements are not mandated, but are left to the pharmaceutical companies to develop. Oversight includes an annual report to the State and creation of an “integrated waste management fund” to cover cost of oversight and reporting. CASA is supporting the bill due to the positive impacts on POTWs.

**SB1337 DeSaulnier – Public Records.** A second tier of public records requests would be created under this bill. Requests made by the media would be required to be fulfilled within 14 days and would be in electronic format where possible. CASA believes that creating a second tier would be confusing and difficult to administer and is opposing the bill. The language is somewhat vague and contradictory.

**SB1451 Hill – CEQA.** This bill requires the Natural Resources Agency to submit a report to the legislature on the effectiveness of mitigation measures associated with CEQA projects. It is likely this bill will be amended to address public agency concerns regarding a procedural provision that allows last minute comments/protests that are often voluminous and cause extensive delays in the project approval process.

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Volume 91 Issue 37 | pp. 23-25  
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### Microplastic Beads Pollute Great Lakes

Companies pledge to remove tiny polyethylene scrubbing beads from personal care products

By Cheryl Hogue

Department: **Government & Policy** | Collection: **Sustainability**  
News Channels: **Environmental SCENE**  
Keywords: **plastic, pollution, water pollution Great Lakes personal care products**

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#### TEENY SPHERES

A scientist filtered the tiny plastic balls, shown in vials, from each of these tubes of skin cleanser. J&J, maker of these three products, is phasing out the use of polyethylene microbeads in its personal care products.

Credit: Courtesy 5 Gyres Institute

An array of skin care cleansers on the market promise to exfoliate and unclog pores. Some of these skin-scrubbing products contain tiny beads of plastic scattered through a gel or creamy paste. After washing with these cleansers, consumers rinse the soapy stuff—along with its teeny spheres—down the drain, giving nary a thought to what happens to the plastic bits, which are less than 1 mm in diameter.

Now, researchers are finding plastic microbeads in the Great Lakes. They say the minuscule spheres could harm aquatic animals that mistake them for food. Perhaps more ominously, they worry that the plastic balls could help transfer toxic pollutants from the Great Lakes to the food chain, including fish that people eat.

Although these scientists' studies are not yet published, data from them documenting the presence of microbeads in the Great Lakes have been shared with companies that make personal care products containing the beads. And those firms are responding.

Researchers gathering and analyzing information about plastics in the Great Lakes include a chemist from SUNY Fredonia and scientists from the 5 Gyres Institute, an environmental group working to reduce plastics pollution. Stiv J. Wilson, policy director of the 5 Gyres Institute, says his group provided the data to U.S. companies that make skin cleansers or other personal care products containing plastic microbeads. Johnson & Johnson, L'Oréal, and Procter & Gamble in recent months have pledged to phase out polyethylene spheres in their skin cleansers.

But these firms weren't the first personal care product makers to make this move. Leading this trend was U.K.-based Unilever. Under pressure from European environmental activists, Unilever in December 2012 announced it is working to eliminate plastic microbeads in the next three years. Meanwhile, 5 Gyres Institute says Colgate-Palmolive has also pledged to phase out microbeads from toothpaste and other products, but the company did not respond by C&EN's deadline to confirm this.

In statements that either announced or confirmed plastic microbead phaseouts, J&J, L'Oréal, P&G, and Unilever do not say why or when they initially decided to add plastic beads in products designed to be released into water.

The discovery of microbeads in the Great Lakes started with a hunch by an environmental chemist. Study after study has documented the presence of large amounts of plastic in the world's oceans, points out Sherri (Sam) Mason, an associate professor of chemistry at SUNY Fredonia. "If we find it in the oceans, we're probably going to find it in the Great Lakes," she tells C&EN.

She was part of a team of researchers who set out in the summer of 2012 to investigate that premise. In work funded by the Burning River Foundation, an Ohio nonprofit organization that focuses on protecting aquatic resources, they cruised Lakes Superior, Huron, and Erie to collect samples from the surface waters. To do this, they attached a net with 0.33-mm openings to their vessel.

The researchers then divided the plastics they'd gathered into three groups according to the longest dimension, Mason says. One group consists of pieces larger than 5 mm. A second is composed of particles between 1 and 5 mm. And the third category,

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microplastics, is bits that are less than 1 mm on their longest dimension and as small as 0.355 mm. Mason is focused on studying this last group

Every piece of microplastic collected in 2012—there were thousands—was examined using a scanning electron microscope and energy-dispersive X-ray spectroscopy. Mason says, "This is some tedious work," she notes. Some of the tiny bits are jagged splinters from larger pieces of plastic. But most of them are spherical, suggesting that they were released into the environment as pellets, she says. What's more, many of them are the same size and color—including white, blue, green, or orange-red—as the small beads used in a number of personal care products, Mason says.

The analysis of the 2012 plastics collection in the lakes is described in a paper under review at *Marine Pollution Bulletin*. According to Wilson, who is a coauthor, the paper would be the first to document plastic pellet pollution in the Great Lakes.

Of the plastics collected during the 2012 research cruises, about 80% of the pieces are less than 1 mm in size, Mason says. Although the amount in each sample varied widely in all lakes studied, the researchers estimated that they found a relatively low concentration of microplastics on Lake Superior, which has the least heavily settled watershed of the Great Lakes. The density of microplastics found on Lake Superior's surface averaged roughly 2,400 particles per km<sup>2</sup>. At the other end of the spectrum, Lake Erie's surface had the highest density, averaging somewhere around 80,000 particles of microplastic per km<sup>2</sup>. Lake Erie's watershed has the most people and industry of the Great Lakes and this could help account for its higher numbers of plastic particles, Mason says.

Circulation of water through the Great Lakes system could also be a factor in surface density of microplastic pieces, Mason points out. Water from Lakes Superior, Michigan, and Huron eventually moves through Lake Erie on the way to the Atlantic Ocean. This means that the plastics near the surface of those three lakes could move with the water as it makes its journey to the sea. Lake Erie drains via Niagara Falls into Lake Ontario, which empties into the St. Lawrence River, and that waterway flows into the Atlantic. Researchers collected plastics in Lake Ontario for the first time during summer 2013, and these pieces are undergoing scrutiny now.

The study of the 2012 samples did not include identifying the type of plastic or plastics in the beads, Mason says. But particles collected in the summer of 2013 in Lakes Erie, Ontario, and Michigan, in an effort funded by the Illinois-Indiana Sea Grant and the Burning River Foundation, will undergo analysis to determine their chemical compositions, she adds.

The discovery of microbeads in the Great Lakes has raised plenty of issues for further research. "I have a lot of questions I want to investigate," Mason says, adding that she is collaborating with a number of other scientists to look for answers.

For instance, researchers are planning experiments to determine whether sewage treatment plants discharge tiny plastic spheres, Mason says. Specifically, she and her collaborators are preparing to study effluent samples from plants that discharge into Lakes Erie and Ontario to check for the presence of microplastics.

But at least one personal care product maker dismisses this possibility. In a statement on its microbead phaseout, J&J says, "To date, the science shows that microbeads from personal care cleansers are removed in wastewater treatment systems."

J&J's assertion is news to the National Association of Clean Water Agencies, which represents publicly owned sewage treatment plants. The association classifies the tiny plastic balls, which are designed to get washed into drainpipes, as an emerging contaminant, says Chris Hornback, senior director of regulatory affairs for the association. Emerging contaminants are materials entering wastewater, such as pharmaceuticals, that sewage treatment facilities are not designed to remove or break down.

Using technology developed in the 1950s and '60s, wastewater treatment plants rely mainly on gravity and microbes to eliminate biosolids and other waste products from water before it is disinfected and discharged into rivers or lakes. Hornback says, Mason points out that many treatment plants add flocculating agents to help remove solid materials from wastewater. But bits of plastic don't tend to flocculate and thus aren't likely to be captured during treatment, she says. Plastic microbeads tend to float and thus are likely to flow with treated wastewater into aquatic environments, Hornback tells C&EN.

In addition, other research is focused on whether the tiny plastic pellets skimmed from the surface are entering the food chain, Mason says. Scientists collected samples of lake fish during their research cruises this summer and will examine the contents of their stomachs for plastics.



Credit: Courtesy 5 Gyres Institute



Credit: Courtesy 5 Gyres Institute



Credit: Courtesy 5 Gyres Institute

**COLLECT AND EXAMINE**

Researchers skimmed microplastic bits, including white and blue spheres, from the surfaces of the Great Lakes (top). Dozens of the beads can cover Abraham Lincoln's head on a penny (center). The scanning electron micrograph shows weathering of a microbead from its time in the Great Lakes (bottom).

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*General Manager/District  
Engineer*

David M. O'Hara  
*Attorney*

**DATE:** March 14, 2014

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 17d - Meeting of March 24, 2014  
**SELECTION OF AN EXECUTIVE SEARCH FIRM BY STAFF FOR THE  
GENERAL MANAGER RECRUITMENT**

**Recommendation**

None. Information only.

**Background**

The recruitment process for the new General Manager has been initiated with the selection of an Executive Search firm. Staff sent a request for proposal to five well established firms with good reputations for successfully recruiting top management positions for public agencies in California. In response, USD received proposals from 3 of the 5 firms. Two firms indicated that because of the timeline for the recruitment, they did not have resources available to successfully perform the services.

Staff reviewed the 3 proposals and selected Avery and Associates and Ralph Andersen and Associates for interviews. Both firms are very well qualified and have proven track records, excellent contacts in the Wastewater Industry and outstanding references.

Staff has selected Ralph Andersen and Associates. Their project manager for the recruitment is Robert Burg. We have checked both his primary references and others, all of whom have reported very positive experiences in working with Mr. Burg. The Board will be meeting with Mr. Burg on March 17 to confirm the selection and discuss details of the recruitment.

Attached for your information are the proposal materials provided by Ralph Anderson and Associates.



5800 Stanford Ranch Road  
Suite 410  
Rocklin, California 95765  
916.630.4900

March 6, 2014

Ms. Anjali Lathi, President  
and Members of the Board of Directors  
Union Sanitary District  
5072 Benson Road  
Union City, California 94587-2508

Via Email: [judi\\_berzon@unionsanitary.com](mailto:judi_berzon@unionsanitary.com)

**RE: Executive Search Services – General Manager**

Dear President Lathi and Members of the Board of the Directors:

Thank you for inviting Ralph Andersen & Associates to submit a proposal to recruit for the position of General Manager for the Union Sanitary District. We would be delighted to work with the District on this search assignment.

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 42 years. With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates located throughout the State of California as well as from across the United States.

We are proud of how we market and represent our clients; all of the design, graphics, and printing of our marketing material is done in-house so we can control the quality and production timing. We have provided sample recruitment brochures for the City of Riverside (Utilities General Manager), the City of Los Angeles (Hyperion Treatment Plant Manager), the City of Modesto (Director of Utilities), and the Bay Area Water Supply and Conservation Agency (Chief Executive Officer/General Manager) for your reference. To see additional samples of our recruitment brochures please visit the Career Opportunities page of our website at [www.ralphandersen.com](http://www.ralphandersen.com).

We have successfully completed recruitments for General Managers from 30 MGD to 450 MGD.

Upon the District's approval and authorization to proceed, we will begin coordinating a search effort that emphasizes both quality and timeliness.

Thank you very much for your favorable consideration of this proposal. We look forward to further refinement of this work plan to suit the District's specific needs. You may reach me at (916) 630-4900 or (805) 264-2663 (cell) should you have any questions or need further clarification.

Sincerely,

Robert Burg  
Executive Vice President



5800 Stanford Ranch Road  
Suite 410  
Rocklin, California 95765  
916.630.4900

## Firm Profile and Description

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist the Union Sanitary District with recruiting its new General Manager. We have conducted more successful executive recruitments than any other firm in California since 1972. From helping you to create a competency-based interviewing framework for your new General Manager to assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and industry knowledge.

The District has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new General Manager. In particular, the District is seeking a firm with the national reach and professional experience to clearly assess your organizational needs and formulate a strategy to deliver results.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We therefore begin each search by working closely with your leadership, stakeholders, staff, and when appropriate, your community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach matched with this 360 degree perspective means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the Board expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool and a selection process that includes comprehensive candidate reports based on thorough reference and background checks. We will begin with fully detailed profiles of the desired candidate's characteristics and build a recruitment strategy that is tailored to meet the Union Sanitary District's specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a diverse and highly qualified group of candidates.

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

## Why Choose Ralph Andersen & Associates?

Ralph Andersen & Associates is a California Corporation providing executive search and management consulting services since 1972. As such, the executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 42 years. Our substantial background and understanding of California and your specific needs makes us ideally suited to represent the interests of the District.

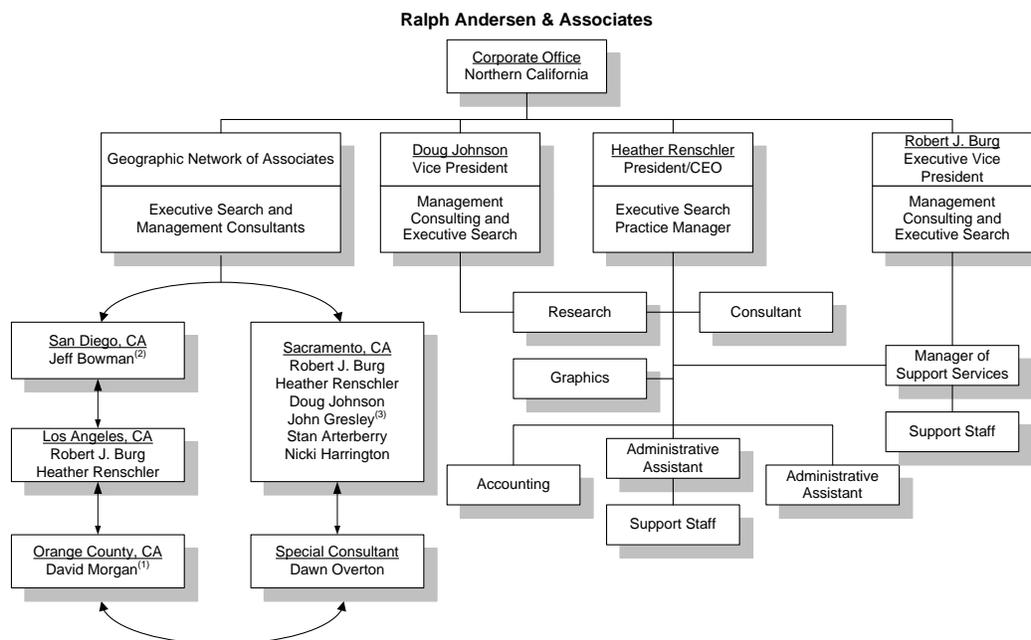
At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We take a multi-disciplinary approach to executive search and the entire process. This is where Ralph Andersen & Associates sets itself apart:

- There's always an *entire team* behind every assignment;
- We take a multi-disciplinary approach to meeting our client's needs; and
- We keep commitments, performing at a level that exceeds our client's expectations.

Ralph Andersen & Associates, a California Corporation, serves a nationwide clientele through its Corporate Office in Sacramento (Rocklin), California.

Our national staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, our senior staff all have personal, hands-on executive experience in the operation of public agencies and private businesses. The firm currently has 13 employees.



(1) Experienced City Manager  
 (2) Former Fire Chief  
 (3) Former Housing Executive

Updated January 2014

## Range of Services Offered

Ralph Andersen & Associates specializes in the following primary service areas: executive search, management consulting, human resources consulting, and public safety.

- **Executive Search** – At Ralph Andersen & Associates, there's always an entire team behind every recruitment assignment that we undertake. Our multi-disciplinary approach takes the best ideas in executive recruiting and creates innovative ways to get the right candidates for clients. When you retain Ralph Andersen & Associates, you actually get an entire team's worth of support and expertise working together to achieve your organization's objectives. The firm has conducted executive searches for large and small organizations throughout the nation. In addition to conducting searches for city manager and other chief executive officer positions, Ralph Andersen & Associates has successfully completed searches in every area of municipal service. Ralph Andersen & Associates believes the most important element of a successful executive search is to listen carefully to what our clients are looking for in terms of candidate experience and qualifications. Using these client-focused guidelines, candidate identification is undertaken through marketing and personal outreach.
- **Management Consulting** – Ralph Andersen & Associates helps organizations improve their performance potential with a range of management consulting services. The types of services provided by the firm include management and performance audits, organizational analyses, productivity improvement analyses, agency and service consolidation assessments, specialized financial management including debt restructuring and organizational problem solving. In addition to providing these services to entire organizations, the firm often conducts management consulting engagements that are focused in a specific service area such as public safety, city management, finance, public works, community development and other major service areas. Ralph Andersen & Associates treats every management consulting engagement as unique. This approach means we will assemble a consulting team comprised of consultants with the specific talents and experiences needed to successfully achieve the client's objectives. Our team of experienced consultants perform complex analyses and recommend solutions that are practical and most importantly, are capable of being implemented by our clients.
- **Human Resources Consulting** – The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven success in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.
- **Public Safety** – Working closely with our clients to implement innovative emergency management solutions, Ralph Andersen & Associates helps organizations plan, protect and serve people better than ever before. We bring together practical solutions, plans, and processes that are operationally deployable to help our clients achieve their critical objectives. The firm's consultants have extensive, hands-on experience in planning and disaster preparedness training for private and public institutions including healthcare, public health, human services, and local, state and federal government agencies.

# Firm and Key Personnel Experience

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. The Union Sanitary District will have Mr. Robert Burg as the Project Director.

## ***Mr. Robert Burg, Project Director***

Mr. Burg is the Executive Vice President of Ralph Andersen & Associates and is based in Northern California. As a senior executive, his area of concentration is on executive search and management consulting. His client base, as a retained consultant and high-level advisor, is focused on all facets of government, non-profit, and private enterprise. Mr. Burg has a total of 35 years of experience in the area of government. Mr. Burg has successfully completed some of the most challenging, complex recruitments in the United States. Mr. Burg has extensive leadership and consulting experience in both the public and private sectors. He has held senior administrative positions in organizations ranging in size from less than 100 employees to over 1,000.



Mr. Burg has a Bachelor of Arts degree in Economics and a Masters of Business Administration with a specialty in Healthcare from the University of Miami, Coral Gables, Florida. He has taught business management courses and lectured at several prestigious organizations.

## ***Paraprofessional and Support Staff***

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Brianna Ham, Ms. Diana Haussmann, Ms. Teresa Heple, Mr. Jeff McMurdo, Ms. Tiffany Taylor, and Ms. Hillari Bynum.

## **Relative Experience**

We have an extensive network of utility related clients. As requested, we have provided a listing of recently completed searches for General Manager, City Manager, and Public Works Director as well as recruitments conducted for water and wastewater agencies.

### **General Manager Recruitments**

- Antelope Valley East Kern Water Agency (AVEK)
  - General Manager (2009)
- Bay Area Water Supply & Conservation Agency
  - Chief Executive Officer / General Manager (2013)
- City of Big Bear Lake, CA
  - General Manager, Department of Water & Power (2012)

- Davis, CA
  - General Manager of Utilities, Development and Operations (2012)
- Elsinore Valley Municipal Water District
  - General Manager (2013)
- Los Angeles, CA
  - General Manager, Housing and Community Investment Department (HCID) (Current Search)
  - General Manager, Department of Transportation (Current Search)
- Orange County Water District
  - General Manager (2007)
- Riverside, CA
  - Utilities General Manager (2013)
- San Francisco Public Utilities Commission
  - General Manager (2012)
- Solano Irrigation District
  - General Manager (2012)
- Truckee Donner Public Utility District
  - General Manager (2007)
- Truckee Tahoe Airport District
  - General Manager (2009)
- Turlock Irrigation District, CA
  - General Manager (2010)

### **City Manager Recruitments**

- Alexandria, VA – City Manager (2011)
- Beverly Hills, CA – City Manager (2010)
- Carlsbad, CA – City Manager (Current Search)
- Carson City, NV – City Manager (Current Search)
- Ceres, CA – City Manager (2005)
- Chico, CA – City Manager (2007)
- Colma, CA – City Manager (2013)
- Corte Madera, CA – Town Manager (2006)
- Davis, CA – City Manager (2011)
- El Campo, TX – City Manager (2010)
- Flagstaff, AZ – City Manager (2007)
- Folsom, CA – City Manager (2006)
- Fountain Valley, CA – City Manager (2013)

- Grass Valley, CA – City Administrator (2007)
- Green River, WY – City Administrator (2012)
- Greensboro, NC – City Manager (2012)
- Healdsburg, CA – Assistant City Manager (2006)
- Huntington Beach, CA – Assistant City Manager (2013)
- Indio, CA – City Manager (2010)
- Kingsburg, CA – City Manager (2013)
- Lathrop, CA – City Manager (2012)
- Los Angeles, CA – City Administrative Officer (2008)
- Manhattan Beach, CA – City Manager (2010)
- Maricopa, AZ – City Manager (2007)
- Morgan Hill, CA – City Manager (2013)
- Murrieta, CA – City Manager (2007)
- New Braunfels, TX – City Manager (2005)
- Oakland, CA
  - City Administrator (2011)
  - Interim City Administrator (2011)
- Pacific Grove, CA – City Manager (Background) (2008)
- Petaluma, CA – City Manager (2007)
- Port Hueneme, CA – City Manager (2006)
- Portola Valley, CA – Town Manager (2012)
- Rocklin, CA – City Manager (2010)
- Ross, CA – Town Manager (2012)
- Rossmoor (Golden Rain Foundation) – Chief Executive Officer (2007)
- San Bernardino, CA – Interim City Manager (Backgrounds) (2008)
- Sausalito, CA – City Manager (2007)
- Shenandoah, TX – City Administrator (2005)
- Simi Valley, CA – City Manager (2013)
- South Lake Tahoe, CA – City Manager (Background) (2012)
- Tehachapi, CA – City Manager (2008)
- Tiburon, CA – Town Manager (2006)
- Ukiah, CA – City Manager (2007)
- Upper Arlington, OH – City Manager (2011)
- Windsor, CA – Town Manager (2012)
- Yorba Linda, CA – City Manager (2013)

## Public Works Director Recruitments

- Alamo Heights, TX
  - Public Works Director (Partial Recruitment) (2005)
- Calabasas, CA
  - Public Works Director (2005)
- Calaveras County, CA
  - Director of Public Works (2007)
- Ceres, CA
  - Director of Public Works (2007)
- Colleyville, TX
  - Public Works Director (2005)
- Healdsburg, CA
  - Director of Public Works (2006)
- Maricopa County, AZ
  - Public Works Director (2006)
- Millbrae, CA
  - Superintendent of Public Works (2006)
- Modesto, CA
  - Director of Public Works (Current Search)
- Pasadena, CA
  - Director of Public Works (2011)
- Plumas County, CA
  - Director of Public Works (2006)
- Richmond, CA
  - Public Works Director (2007)
- Riverside, CA
  - Public Works Director (2012)
- San Bernardino County, CA
  - Director of Public Works (Partial) (most recently 2008)
- San Francisco, CA
  - Director of Public Works (2005)
- Santa Monica, CA
  - Director of Public Works (2010)
- Sutter County, CA
  - Public Works Director (2007)

- Vacaville, CA
  - Public Works Director (2013)

## Water / Wastewater Recruitments

- Antelope Valley East Kern Water Agency (AVEK)
  - Assistant General Manager (2012)
  - General Manager (2009)
- Apple Valley Ranchos Water Company, CA
  - Assistant General Manager (2012)
- Bay Area Water Supply & Conservation Agency
  - Chief Executive Officer / General Manager (2013)
- City of Big Bear Lake, CA
  - General Manager, Department of Water & Power (2012)
- Clark County, NV
  - General Manager, Water Reclamation District (2005)
- Davis, CA
  - General Manager of Utilities, Development and Operations (2012)
- Eastern Municipal Water District
  - Assistant General Manager of Finance and Administration (2012)
  - Deputy General Manager (2014)
- Elsinore Valley Municipal Water District
  - General Manager (2013)
- Inyo County, CA
  - Director, Water Department (2005)
- Irvine Ranch Water District
  - Director of Water Operations (2009)
  - Executive Director of Finance & Administration (2012)
  - Executive Director of Operations (2013)
- Kansas City, MO
  - Wastewater Utility Officer (2013)
- Lake Arrowhead Community Services District
  - General Manager (2006)
- Las Vegas Valley Water District, NV
  - Finance Director (2011)

- Los Angeles, Bureau of Sanitation, CA
  - Hyperion Treatment Plant Manager (2013)
- Los Angeles Department of Water and Power, CA
  - Chief Information Officer (CIO) (2006)
  - Director of Customer Operations (2013)
  - Director of Energy Efficiency (2012)
- Marin Municipal Water District
  - Human Resources Manager (2007)
- Modesto, CA
  - Director of Utilities (Current Search)
- Nipomo Community Services District
  - General Manager (2006)
- Orange County Water District
  - General Manager (2007)
- Rancho Murieta Community Services District
  - Director of Field Operations (2007)
  - Director of Administrative Services (2005)
- Riverside, CA
  - Utilities General Manager (2013)
- Rosamond Community Services District
  - General Manager (2008)
- San Bernardino Municipal Water Department
  - Director of Finance (most recently 2009)
  - Director of Water Reclamation (2007)
  - Water Utilities Principal Engineer (2006)
- San Francisco Public Utilities Commission
  - General Manager (2012)
  - Assistant General Manager, Infrastructure (2013)
- Santa Rosa, CA
  - Director of Utilities (2012)
- Solano Irrigation District
  - General Manager (2012)
  - Water & Power Operations Manager (2009)
- South Orange County Wastewater Authority,
  - General Manager (Current Search)

- Truckee Donner Public Utility District
  - General Manager (2007)
- Turlock Irrigation District, CA
  - Chief Dam Safety Engineer (2013)
  - General Manager (2010)
  - Power Plant Engineering Department Manager (2013)
- Valley Sanitary District, CA
  - Accounting Technician (Backgrounds) (2013)
  - District Engineer (Backgrounds) (2013)
  - Finance & Administration Manager (Backgrounds) (2013)
  - General Manager (2010)
- Water Employee Services Authority (WESA) (*provides professional water and wastewater services to Elsinore Valley Municipal Water District*)
  - Director of Engineering (2009)
  - Director of Operations (2012)
- Western Municipal Water District
  - Assistant General Manager - Engineering & Operations (2005)
  - Human Resources Manager (2013)

As can be seen from the listing of recruitments, Ralph Andersen & Associates has a long list of clients in the Bay Area and California.

# Approach to Scope of Services

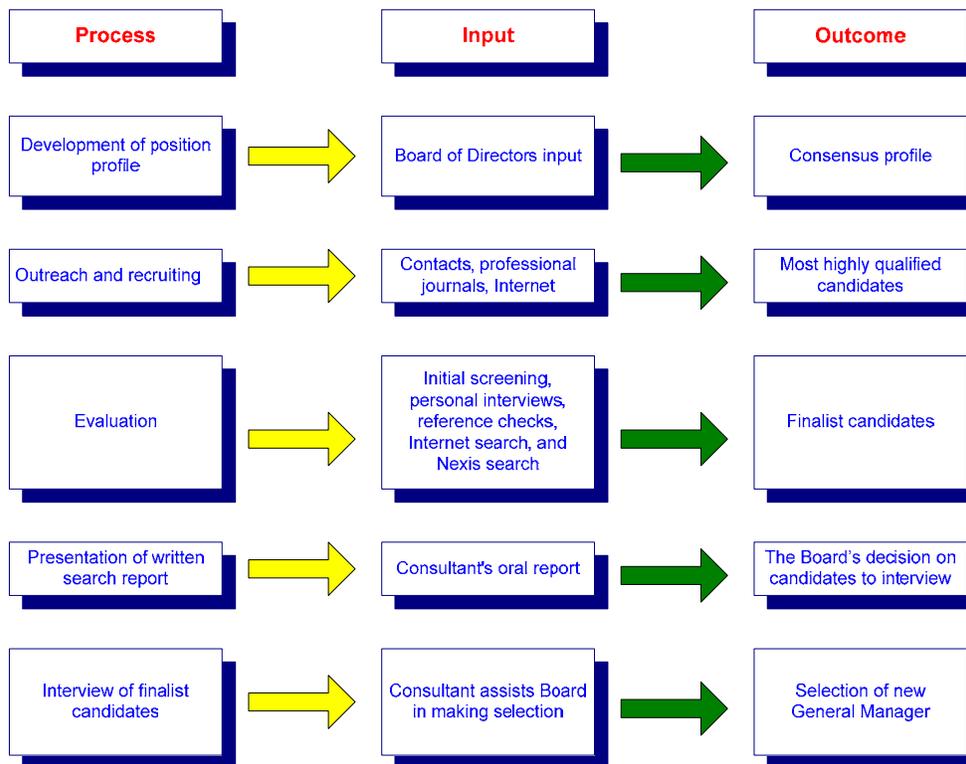
## Sample Work Plan

We know the key elements of a General Manager search process, which can be tailored to fit the specific needs of the Union Sanitary District, should include:

### Task 1 – Review Project Management Approach

Mr. Robert Burg will be the Project Director on this search assignment. Mr. Burg will meet in person with the Board of Directors and appropriate District staff, as requested, to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

#### Union Sanitary District – General Manager Search Process



### Task 2 – Develop Position Profile

The position profile for the General Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

#### **Technical Information**

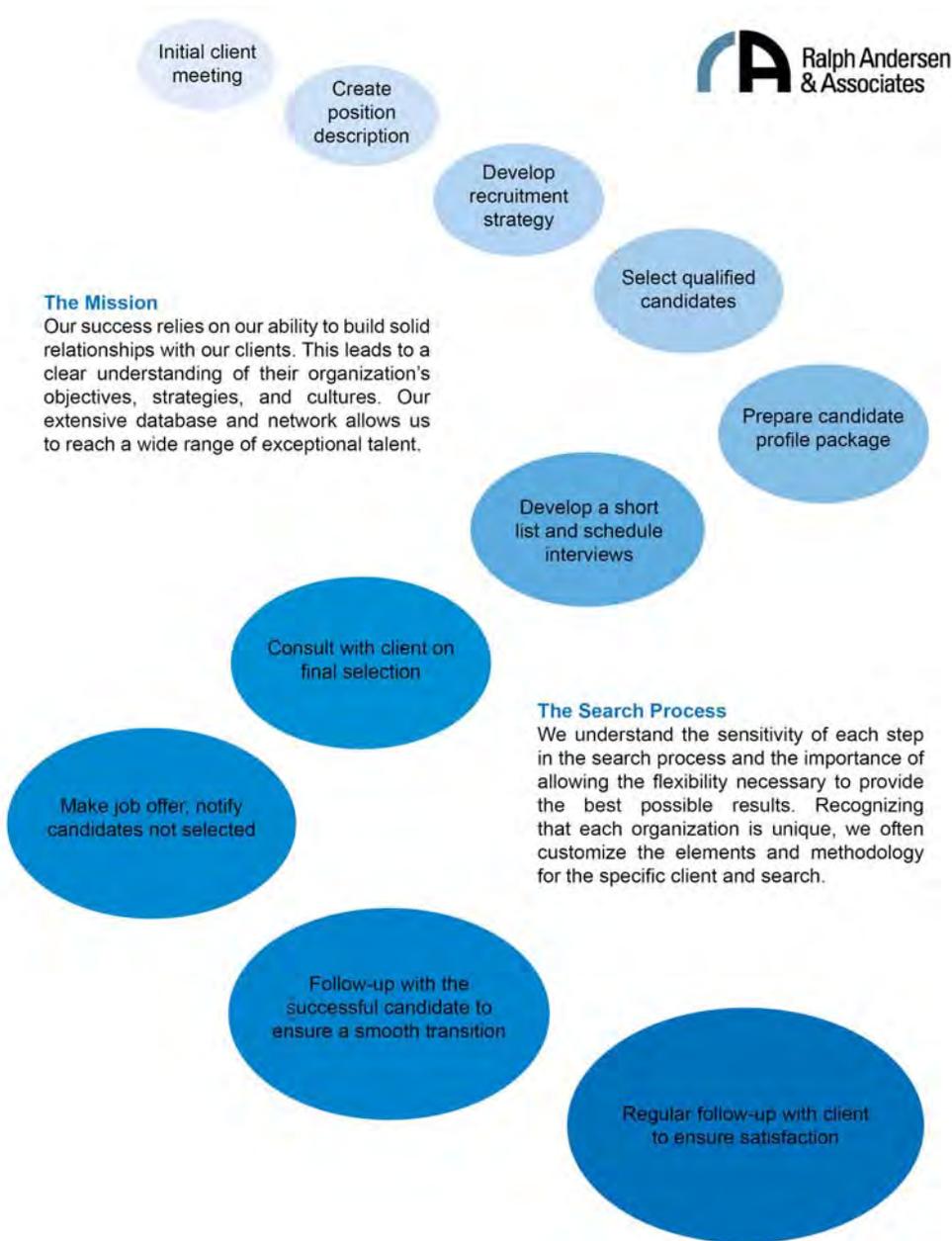
Mr. Burg will meet with the appropriate individuals as may be necessary. The purpose of these meetings is to gain an understanding of the experience and professional background requirements desired in the General Manager. These discussions will also

help the search consultant gain an understanding of the work environment and the opportunities and challenges facing the District.

### **Recruitment Criteria**

The recruitment criteria are those personal and professional characteristics and experiences desired in the General Manager. The criteria should reflect the goals and priorities of the District.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the search consultant. The brochure will be reviewed by the District in draft format, revised as appropriate, and published for use throughout the search.



### Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the search consultant and includes specific outreach and recruiting activities briefly described below.

#### **Outreach**

*An outreach process including personal contact with potential candidates will be developed.* An advertising campaign will also be developed and will include the placement of ads in publications such as the *Association of California Water Agencies (ACWA)*, the *California Association of Sanitation Agencies (CASA)*, *Jobs Available*, and other professional publications. Specific Internet sites related to government will be used, including *Careers In Government*, as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' home page, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

#### **Candidate Identification**

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the search consultant will target those individuals who meet the criteria established. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

### Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

#### **Screening**

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

#### **Preliminary Reference Review**

Mr. Burg will conduct preliminary reference reviews for those candidates identified as the most qualified as a result of the screening process. At the discretion of the Project Director, direct contact will be made with references to learn more about the candidates' experience, past performance, and management style.

#### **Preliminary Interviews via Skype**

Mr. Burg will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience,

management style, and "fit" with the recruitment criteria. Interviews will be done using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five (5) to six (6) individuals. Those individuals will be reviewed with the Board prior to proceeding with the individual interviews.

### **Task 5 – Search Report**

After completing Task 4, the search consultant will meet with the District to review the search report on the candidates. The report divides all of the candidates into three groups including 1) Highly Qualified; 2) Qualified; and 3) No Further Interest. The search report will include resumes for candidates in both the highly qualified and qualified groups. The results of reference reviews and interviews will be reviewed with the District.

### **Task 6 – Selection**

The final selection process and the timing of the final selection will vary depending upon the desires of the District. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below. Mr. Burg will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the District.

Mr. Burg will prepare an interview booklet that includes the resumes and candidate report (with interview comments, reference checks, and other relevant information about the candidates) on each candidate. In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

Mr. Burg will attend the interviews to assist the District through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.

Additionally, verifications will be made on the top two (2) candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. The results of these verifications will be discussed with the District at the appropriate time.

Mr. Burg is available to provide assistance to the District in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

### **Task 7 – Negotiation**

Mr. Burg is available to assist the District in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

### **Task 8 – Close Out**

After the District has reached agreement with the individual selected for the position, the search consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

## Schedule

Ralph Andersen & Associates has no issues with the timeline as presented in the District's request for proposals, and reproduced below. We are prepared to begin this search upon verbal notification to proceed.

Date	What	Who
3/19/14	Meet with executive recruiter to discuss approach to recruitment and "Ideal Candidate"	Board of Directors, Recruiter, Rich & Judi
3/28/14	Complete development of brochure	BOD, recruiter
4/1/14	<b>Open recruitment</b>	Recruiter
4/1/14	Place ads	Recruiter
4/21/14	Review interview materials	BOD, recruiter, Judi
4/30/14	<b>Close recruitment</b>	
5/16/14	Complete application screening	Recruiter, Rich
5/19/14	Review tentatively selected finalists and determine final group of candidates	BOD, recruiter
6/2 & 6/3/14	<b>Qualifications Appraisal Interviews</b>	BOD, recruiter, Judi
6/2 and 6/3/14	<b>Staff Interviews</b>	Rich, Judi, TBD
6/4/14	<b>Report on input from staff Selection of Finalist</b>	Rich & Judi BOD
6/11/14	Reference Checks/Conditional Job Offer	Recruiter
6/19/14	Background Check/get results	Recruiter
6/20/14	<b>Job offer made</b>	President, BOD
6/26/14	Contract negotiations concluded	BOD, Recruiter
7/28/14	<b>New General Manager starts work!</b>	

# Project Cost

The recruitment effort for a new General Manager will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the District the ability to select from a broad field of qualified candidates. The professional services fee (inclusive of expenses\*) to perform this search will be a fixed fee of \$28,000 for recruitment services and all related expenses.

**\*Note:** Expenses included in this fixed fee include such items as advertisements, consultant travel (up to 3 trips to the District), clerical, research, graphic design, printing and binding, postage and delivery, verifications and Internet and Lexis/Nexis searches on the top two (2) candidates, and long-distance telephone charges.

**Invoicing for Services:** Ralph Andersen & Associates will bill the District in four installments. Progress payments for professional services and expense reimbursement will be due upon receipt. The first payment will be due upon authorization to proceed.

**Brochure:** A full color brochure similar to the submitted samples will be developed for the District. All pictures will be the responsibility of the District.

**Exclusions:** The District will be responsible for all costs associated with candidate travel to and from the finalist on-site interviews; and, if desired, for consultant travel for in-person screening interviews for selected finalist candidates as well as site visits or speaking, in person, to references or other relevant individuals.

## Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a one-year period after appointment the General Manager of the Union Sanitary District resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The District would be expected to pay for the reimbursement of all incurred costs.



*Bay Area Water Supply  
and Conservation Agency*

invites interest for the position of

*Chief Executive Officer/  
General Manager*



## The Bay Area

The San Francisco Bay Area, commonly known as the Bay Area, encompasses the major cities and metropolitan areas of San Francisco, Oakland, and San José, along with smaller urban and rural areas. Home to approximately 7.15 million people, the nine-county Bay Area contains many cities, towns, airports, and regional, State, and national parks, connected by a network of roads, highways, railroads, bridges, tunnels, and commuter rail. The combined urban area of San José and San Francisco is the largest in Northern California, the second largest in California (after Los Angeles), and the 55th largest urban area in the world.

The Bay Area is renowned for its natural beauty, entrepreneurship, and diversity. The area has high incomes: it includes the five highest California counties by per capita income and two of the top 25 wealthiest counties in the United States.

The area's natural beauty is enhanced by a rich commercial, retail, cultural, intellectual, artistic, and street life. There is an abundance of local, regional, and statewide recreational and cultural activities, with Sacramento, the Yosemite Valley, and Lake Tahoe within driving distance, along with the numerous coastal communities along California's beautiful shoreline. In addition to professional ballet, opera, and theater, the Bay Area has outstanding restaurants, museums, healthcare, schools, universities, one of the best zoos in the country, and teams from all professional sports leagues.

## This Unique Opportunity

This is a career opportunity to lead a special district pending the retirement of the current Chief Executive Officer/General Manager (CEO/GM). Under the CEO/GM's strong leadership, the Bay Area Water Supply and Conservation Agency (BAWSCA) and its highly capable staff of six have accomplished ten major concrete results:

1. California legislation to protect health, safety, and economic well-being of residents, businesses, and community organizations in Alameda, San Mateo, and Santa Clara Counties (AB 1823-Papan, SB 1870-Speier, and AB 2058-Papan).
2. A new 25-year Water Supply Agreement with San Francisco negotiated on behalf of the BAWSCA member agencies.
3. Continuous monitoring of San Francisco's \$4.6 billion Water System Improvement Program to keep it on scope, schedule, and budget.
4. \$62 million saved for BAWSCA member agencies over the next 21 years by issuing over \$335 million in bonds to prepay a capital debt they owed to San Francisco.
5. Over \$17 million saved by reviewing and correcting San Francisco's allocation of costs to BAWSCA member agencies over the last 18 years.
6. A vote for BAWSCA member agencies on any plan created by San Francisco to drain Hetch Hetchy Reservoir.

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7. BAWSCA's award-winning regional water-conservation programs save water and money, leverage member agency staff, and secure grant funds.
8. An agreement among member agencies to share the limited San Francisco water supply during droughts.
9. The first Long-Term Reliable Water Supply Strategy for the region was initiated, and is being developed, by BAWSCA and its member agencies.
10. BAWSCA's presence and results have improved San Francisco's perception and treatment of water customers outside of San Francisco.

The next CEO/GM will therefore take over leadership of a results-driven organization.

## This Unique Organization – The Bay Area Water Supply & Conservation Agency

BAWSCA is a special district authorized by State legislation and created by the separate but parallel actions of 26 local water agencies in the Bay Area, as authorized by AB 2058, which was enacted by the California Legislature in 2002.

The legislative action was in response to concerns that the communities in the Bay Area that depend on the San Francisco Regional Water System (Regional Water System) faced serious problems, which they would not be able to solve individually and without the help of State law.

These water agencies and their customers rely on the Regional Water System for two-thirds of their water and pay two-thirds of the cost to build, operate, and maintain the Regional Water System.

Achieving BAWSCA's goals is vital to protecting the health, safety, and economic well-being of 1.7 million people, over 30,000 businesses, and countless community organizations in Alameda, San Mateo, and Santa Clara Counties that depend on the Regional Water System.

BAWSCA's governing board includes appointees from each of the 24 public agencies, and appointees for Stanford University and the California Water Service Company, all of which are long-term wholesale purchasers of water from San Francisco.

BAWSCA currently has a total staff of 7 and a FY 2012-13 operating budget of approximately \$2.7 million dollars.

BAWSCA also manages the collection and distribution of over \$25 million per year in member agency surcharges to repay over \$335 million in bonds it issued in 2013. BAWSCA received a AA- rating from Standard and Poor's and a Aa3 rating from Moody's.

In addition, BAWSCA administers subscription water conservation programs totaling about \$1.5 million per year, and approximately \$1.5 million in State water conservation grants.

# Future Challenges and Opportunities

BAWSCA is a dynamic organization, not a static, routine, maintenance organization. The annual work plan anticipates future challenges and produces results that protect and enhance the water interests of BAWSCA member agencies. Challenges facing BAWSCA include:

1. Threats to Supply Reliability. The interests of BAWSCA member agencies and their customers must be effectively represented to State and Federal regulatory bodies that will make decisions that impact the reliability of the San Francisco supply.
2. San Francisco's Water System Improvement Program. San Francisco has extended completion of two of the forty-eight projects from 2015 to 2019. Ensure that BAWSCA's and the State's oversight continues until San Francisco completes the program within budget to protect the health, safety, and economic well-being of the water customers.
3. Uncertain Future Water Supply. San Francisco has not committed to meet the future water needs of the BAWSCA member agencies and the communities that they serve, leaving the future of those communities uncertain.
4. BAWSCA's Long-Term Reliable Water Supply Strategy. Complete and implement to ensure that the member agencies have access to cost-effective and reliable water supplies.
5. Water Supplies for San José and Santa Clara. San Francisco may decide to stop serving water to the cities of San José and Santa Clara, which are BAWSCA member agencies. Alternative solutions, and potential impacts to these cities and other BAWSCA members, must be identified and evaluated.
6. Administration of the Water Supply Agreement. Ensure San Francisco meets or exceeds its contractual commitments for water supply, reliability, water quality, and fair pricing.
7. New Drought Allocation Plan. The current plan that allocates San Francisco supplies between BAWSCA member agencies during a drought expires in 2018, and a new one will need to be developed and agreed to by BAWSCA's 26 member agencies.

## The Responsibilities of BAWSCA's CEO/GM

The CEO/GM provides leadership for the organization and has the following responsibilities:

### Leadership

- Propose goals, and develop and implement strategies to achieve BAWSCA's goals
- Deliver results, including those in a work plan and budget approved by the Board
- Create a positive identity for BAWSCA with its constituents by achieving results
- Provide leadership and management of BAWSCA's activities
- Communicate and work effectively with the Board of Directors

- Represent the collective water interests of BAWSCA's members with San Francisco
- Collaborate and negotiate with San Francisco and other organizations
- Build support from local, State, and Federal administrative and elected officials
- Maintain relationships with allies and special-interest groups
- Act as BAWSCA's external spokesperson
- Negotiate agreements among agencies when needed and appropriate (e.g., water shortage agreement)

### Management

- Oversee BAWSCA's activities
- Prepare and implement the annual work plan and budget
- Appoint, train, and evaluate performance of BAWSCA's staff
- Oversee administration of the Water Supply Agreement between San Francisco and its Wholesale Customers (BAWSCA's members)
- Provide sound stewardship of BAWSCA's financial resources

### Other

If appointed by the Board of Directors of the San Francisco Bay Area Regional Financing Authority (RFA), and, if acceptable to the Board of Directors of BAWSCA, the CEO/GM will serve as the General Manager, Acting Secretary, and/or Secretary of the RFA. The RFA was established by State legislation to ensure funds could be made available to rebuild the Regional Water System. The legislation provides that the RFA will cease to exist once San Francisco's program for rebuilding the Regional Water System has been completed.

## Minimum Experience and Education

Experience. The successful candidate should have: substantial high-level executive experience, fifteen (15) years or more of leadership in a municipality, special district, or other government or private sector entity, including five (5) years or more of experience in upper management. Knowledge of water systems (preferably in the San Francisco region), policy development and implementation, water resources planning and management, water rights and water contracts, and water utility operations knowledge is highly desired. Qualifying experience may be drawn from (a) public sector experience; (b) private sector experience with a top-tier corporation; (c) consulting as an industry expert in utilities, engineering, or a related field; or (d) a combination of experience that can demonstrate a clear understanding of BAWSCA's goals and the ability to deliver results.





Top candidates will be able to demonstrate a proven track record of success, a progressively responsible career path, and exceptional integrity and unquestionable ethics.

**Education.** A Bachelor's degree from a fully accredited and respected institution is a minimum requirement for this position. A Master's or other advanced degree is strongly desired.

**Certifications.** No specific certifications are required, although negotiation, engineering, financial, and/or leadership certifications, combined with applicable career experience would demonstrate a commitment to growth related to the responsibilities of this position.

**Evaluation of Experience.** The Ad Hoc CEO Recruitment Committee will review all applications and supporting documentation. To identify the best qualified candidate, the Committee will consider a broad spectrum of individuals, both locally and nationally. All highly qualified candidates should apply.

The Committee's recommendation to the Board of Directors will ultimately be made based on the combination of experience, education, industry credentials, and leadership that will best achieve BAWSCA's goals.

## The Best Qualified Candidate

The best qualified candidate is an individual who will build on the track record of excellent results that currently exists at BAWSCA. The Board desires that rare individual who is:

- Politically astute
- Able to establish instant credibility
- Decisive
- Results-oriented
- Professional
- Committed to excellence
- Prepared to represent the water interests of the BAWSCA member agencies and their water customers

The ideal candidate will have exceptional analytical skills with the ability to listen, gather facts, and make informed decisions. As a leader and as a manager, the best qualified candidate exhibits an upbeat, can-do attitude; respect for colleagues, allies, and opponents; and an appropriate sense of humor.

## Compensation and Benefits

The CEO/GM is an at-will contract position appointed by BAWSCA's Board of Directors. The CEO/GM will be well compensated with a competitive annual salary, depending on experience and qualifications, and executive-level benefits, including participation in the California Public Employees' Retirement System (CalPERS). The successful candidate will be provided with a mutually agreeable employment contract.

## To Be Considered

This is a confidential process and will be handled accordingly throughout the various stages of the process. References will not be contacted until mutual interest has been established.

The first review of resumes will take place on June 7, 2013. This position is open until filled; however, candidates are encouraged to apply early for optimal consideration. Resumes will be reviewed and evaluated throughout the recruitment process.

To be considered, candidates must submit: a compelling cover letter, a comprehensive resume, their salary history, and six (6) professional references.

**An electronic version of all documents is strongly encouraged. Interested candidates may apply via email to [apply@ralphandersen.com](mailto:apply@ralphandersen.com).**

Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. The evaluation and selection process may consist of a supplemental questionnaire and/or written exercise(s) to further evaluate relative experience and overall suitability for this position.

Finalist candidates will be required to sign a release form to authorize preliminary reference calls and verifications to be conducted. Employment history, degrees obtained, and other certifications/accomplishments will also be verified.

Ideally, the new CEO/GM will join the Bay Area Water Supply & Conservation Agency by October 1, 2013.

**If you have any questions regarding this position or the recruitment process, please call Mr. Robert Burg at (916) 630-4900. Confidential inquiries are welcomed.**

# The City of Los Angeles



invites your interest in the position of

## Hyperion Treatment Plant Manager

for the

Bureau of Sanitation  
Department of Public Works



# The Opportunity

The City of Los Angeles Bureau of Sanitation is conducting a national search for the position of Hyperion Treatment Plant Manager. Ideal candidates must have a proven track record of proactive, hands-on, participative management experience and possess excellent interpersonal, problem solving, communication, leadership, and financial management skills. This position reports to the Chief Operating Officer and is responsible for all of the activities of the Hyperion Treatment Plant, including a staff of 372 full-time employees. The FY 2013-14 O&M budget is \$80 million with a Capital Improvement Projects (CIP) budget of \$95 million.

## Los Angeles – Where the World Comes Together!

With 75 miles of sunny beaches, a vibrant array of distinct neighborhoods, and eclectic cultural, educational, and business opportunities, Los Angeles has been called the “Venice of the 21st century.” The City’s principal asset is creativity in all its forms, home to world-renowned offerings in education, business, culture, recreation, and sports, and dominant as the global capital of the entertainment industry.

As the second largest city in the United States, with a population of 3.8 million, Los Angeles is unrivaled in cultural as well as geographic diversity. The backbone of the City’s huge and diversified economy is entrepreneurial, driven by small and medium-sized businesses. The Los Angeles region is an economic engine for a wide array of significant industries from telecommunications, law, and medicine, to media production and product design, and every imaginable product and professional service of international trade.

## The Hyperion Treatment Plant

The Hyperion Treatment Plant is one of the largest plants in the world, with a 450 million gallon per day (MGD) average dry weather capacity and highly technical operations, including full secondary treatment with pure oxygen activated sludge, class A anaerobic digestion, cryogenic oxygen generation, air emission controls and odor management facilities, biogas power generation, and a variety of offsite biosolids reuse alternatives. The Plant has been expanded and improved numerous times over the last 60 plus years, and its size and complexity are unique in the industry. Leading-edge technological innovations capitalize upon the opportunity to recover wastewater resources that are used for energy generation and agricultural applications.

The City’s wastewater system serves 4 million people in Los Angeles, including 27 cities that contract for this public works service. The system is comprised of more than 6,500 miles of sewer pipelines and 4 wastewater treatment and water reclamation plants that can collectively process over 550 million gallons of flow each day.

The Hyperion Treatment Plant is the City’s largest treatment facility. Solids removed from wastewater at two City-owned water reclamation plants are returned to the sewer system and treated at Hyperion. Stabilized and dewatered biosolids are re-used by the City primarily through land application at the City’s 4,700 acre farm 120 miles north in Kern County. The EPA has recognized the City’s program with two national awards for outstanding biosolids.

Biogas from Hyperion’s digesters is transported to a power plant operated by the Department of Water and Power and used to generate steam and electricity. This agreement will be expiring within the next two years, and a contract is currently being negotiated to construct power and steam generating facilities on-site.

Hyperion discharges most of its effluent into Santa Monica Bay through a five-mile ocean outfall. Approximately 35 MGD of secondary effluent is transported to a neighboring water district for further treatment and reuse by other local users.

Hyperion is also home of Sanitation’s Environmental Learning Center, a 20,000 square-foot interactive facility designed to educate the public on environmental stewardship and sustainability.

## The Position

The Hyperion Treatment Plant Manager is under the direction of the Chief Operating Officer, and is in charge of day-to-day operations, process engineering, and maintenance and repair activities at the plant. The Manager is responsible for compliance with all permit requirements and regulations and is supported by a Process Engineering and Operations Manager and a Maintenance Manager.

**Typical duties and responsibilities of the position include, but are not limited to:**

- Plans, directs, and coordinates overall operation of the Hyperion Treatment Plant;
- Sets goals for plant operations and confers with the Wastewater Labor Management Committee regarding plant policies;
- Reviews proposals for changes, additions, or alterations to plant facilities and makes recommendations on their feasibility;



- Issues directives and policy statements concerning plant activities;
- Evaluates and schedules plant goals and objectives and initiates improvements and modifications;
- Studies new developments in waste and wastewater treatment processes, facilities, and plant equipment and makes recommendations for incorporating changes;
- Prepares or supervises the preparation of operating budgets and administrative analysis;
- Administers a plant-wide labor relations program through the Hyperion Strategic Planning Team;
- Confers with federal, state, and local officials on matters concerning plant permit requirements;
- Attends public meetings to explain the purpose and activities of the plant;
- Develops public and regulatory outreach programs and actively participates in same;
- Ensures that plant functions are carried out in a safe and efficient manner; and
- Oversees operation of the Environmental Learning Center.



- **Renewable Energy** – Work with the project developer on design, construction, and operation of a new cogeneration facility to produce over 20 MW of green power and steam from the plant's digester gas.

## The Ideal Candidate

The ideal candidate for this position will have a proven track record and demonstrate the following knowledge, skills, and competencies:

- Have expert knowledge of wastewater engineering and the ability to understand problems and analyze alternatives for making good decisions;
- Be skilled in developing a strategic plan and leading a team-based organization that values customer service, employee involvement, and continuous improvement;
- Work effectively with a management team of diverse backgrounds, knowledge, and skills, and provide coaching and leadership to present a unified management team to the organization;
- Have a history of, and demonstrated ability to, make decisions on matters such as personnel issues, project alternatives, and budget expenditures;
- Have the ability to work tactfully, communicate effectively in non-technical terms, and develop trust with superiors, peers, subordinates, and the community;
- Bring the values of honesty, stewardship, customer service, transparency, and a strong work ethic;
- Be committed to working in partnership with unions and promoting a collaborative labor-management environment;
- Demonstrate commitment to the training and development of staff;
- Be an effective mentor coach; and
- Possess excellent oral presentation and written communication skills.

The Hyperion Treatment Plant Manager will be a collaborative leader, with unquestioned integrity in his or her commitment to leading staff and fulfilling the full range of responsibilities for this position.

## Challenges and Opportunities

Major challenges and opportunities for the Hyperion Treatment Plant and the new Plant Manager include the following:

- **Operations and Maintenance Program Optimization** – Work with an annual operating budget of \$80 million and staff of 372 employees of all trades and professional classes and lead a dynamic management team in initiating new asset management tools to optimize one of the world's largest treatment plant O&M programs.
- **Process Optimization** – Research cutting edge technologies and implement projects to improve Hyperion's secondary effluent quality. Move the plant toward producing a higher quality effluent needed as pre-conditioning for the next level of treatment to produce recycled water.
- **Recycled Water** – Oversee a comprehensive effort to produce recycled water at Hyperion from planning through implementation. This includes identifying treatment methodologies, facility layout on an already compacted site, permitting requirements, construction schedules, and operational needs.

## Education and Experience

**Experience** – Two (2) years of full-time paid experience in a position at least at the level of Principal Environmental Engineer in the design, construction, operation, or maintenance of wastewater treatment or water reclamation plants. This is approximately equivalent to eight (8) years of increasingly responsible experience, including at least two (2) years of management responsibility.

**Education** – A four-year college degree, preferably in the field of environmental engineering or environmental science, is desirable.

### License/Certification

- A California Professional Engineers License and/or a California Grade V Wastewater Treatment Operator Certification are desirable.
- A valid California Driver's License with a satisfactory driving record is required.

## Compensation and Benefits

The salary for the Hyperion Treatment Plant Manager is dependent upon qualifications and will be based upon the selected candidate's experience and salary history. The salary range is from \$143,341 to \$178,085 with an outstanding benefits package and an expected 1.75% salary increase in July 2013.

The Hyperion Treatment Plant Manager will have a comprehensive and highly competitive retirement and benefits package. Included in the City's Benefits Package are extensive health care options including prescription drug, dental, and vision coverage; vacation, sick leave, and family leave benefits; and life and disability insurance coverage. City retirement benefits provide a percentage of working income based on years of services as well as health care coverage, buy back of prior government service, cost of living adjustments, and spouse or domestic partner continuance. Specific benefits include:

- **Retirement** – The City provides an excellent independent retirement plan to which both the employee and the City contribute. The employee's contribution is tax deferred and paid through payroll deduction. Employees may also have the option to buy back prior government service. For complete information on the City's retirement benefits, refer to the Los Angeles City Employees' Retirement System's (LACERS) Summary Plan Description. Specific information can be found at [www.lacERS.org](http://www.lacERS.org).

- **Deferred Compensation** – The City offers a voluntary Section 457 Deferred Compensation Plan allowing employees to contribute up to \$16,500 (or \$22,000 if age 50 or older) annually on a pre-tax basis. The City's plan includes approximately 20 core investment options and a brokerage window providing access to stocks, bonds, and several thousand additional mutual funds.
- **Vacation and Holidays** – Two weeks of annual vacation time after one year of service, three weeks after five years, and additional days after 13 years, up to a maximum of 25 days per year. The City observes 13 paid holidays during the year.
- **Sick Leave** – After one year of service: 96 hours of 100% paid leave; 40 hours of 75% paid leave. Both 100% and 75% sick leave may be accumulated to a total of 800 hours each.
- **Flexible Benefits Plan** – The City of Los Angeles provides a competitive benefits package including health and dental plans, life insurance, basic disability insurance, and tax-advantage spending accounts (healthcare, dependent care, transit, and parking). For health and dental coverage, the City pays a part or all of the cost of coverage depending on the option and level of coverage employee chooses. Employees also have the ability to decline health care coverage and receive cash in lieu; full-time employees may receive \$50 a pay period (\$1,200/year) in taxable income if covered through spouse or domestic partner's employer. Specific information can be found at [www.myflexla.com](http://www.myflexla.com).

## To Be Considered

This is a **confidential process** and will be handled accordingly throughout the various stages of the process. **Candidates should be aware that references will not be contacted until mutual interest has been established.** This position is open until filled. Candidates are encouraged to submit early in the process. Evaluation of highly qualified candidates will begin the week of July 15, 2013. It is anticipated that the newly selected Hyperion Treatment Plant Manager will join the City in September 2013 or at a mutually agreeable date.

Confidential inquiries are encouraged to Robert Burg at (916) 630-4900. **Electronic submittals are required.** Interested candidates should immediately submit a resume, compelling cover letter of interest, salary history, and professional references to:

Mr. Robert Burg  
Ralph Andersen & Associates  
[apply@ralphandersen.com](mailto:apply@ralphandersen.com)

*The City of Los Angeles is an Equal Employment Opportunity Employer*





An Outstanding Career Opportunity with  
**The City of Modesto**



# Director of Utilities

## The Opportunity

The City of Modesto is conducting a national search for the Director of Utilities position. This is an exciting, long-term stable opportunity with a variety of unprecedented challenges for an experienced Water/Wastewater Utility Director. The ideal candidate will be a business-minded individual who is entrepreneurial in spirit with strong leadership skills and a proven track record of building a strong vision and then delivering quality results. The new Director of Utilities is an at-will position that will report to the City Manager while maintaining close working relationships between departments, and will be responsible for a highly capable staff of over 200 full-time employees with a combined operating and CIP budget of approximately \$210.3 million.



## The Community

The City of Modesto (population 203,547) is the largest city and seat of Stanislaus County. Twice blessed with year-round mild weather and some of the world's richest soil, the city of "Water, Wealth, Contentment and Health" is a community proud of its vibrant citizenry, great traditions and multicultural lifestyles. Modesto offers the diversity of a metropolitan city yet maintains a small-town atmosphere of hospitality, affordability, without the commute or congestion of other urban centers. Agricultural contributions from the local area include almonds, apricots, tomatoes, peaches, walnuts, and poultry products.

The quality of life in Modesto is one of its most attractive features, offering a multitude of exciting cultural, recreational, and educational opportunities. Many urbanites have relocated to this welcoming community for its variety of amenities, reasonable housing prices, reputable school districts, and protected open spaces. Modesto is frequently cited as an ideal community in which to raise a family.

With more than 60 recreation areas within the city, Modesto is within close proximity to Yosemite National Park, Northern California coastal resort communities, San Francisco, Sacramento, the state's world famous wine country, plus numerous popular venues for outdoor recreation. Winter sport opportunities are also within an easy drive of the City. Modesto serves as the principal entertainment center for the Central Valley with a variety of venues, including the Gallo Center for the Arts, the Modesto Symphony Orchestra, and a Class A baseball team. Modesto boasts an outstanding public school system; for higher educational opportunities, the city is home to the California State University, Stanislaus, and the University of the Pacific is in close proximity. The new University of California – Merced campus is within a 40-minute commute. The City of Modesto has something for everyone and offers its own distinct pride and character.

## The Organization

**City Government Structure** – A full-service City, Modesto has a total 2013-14 operating budget of approximately \$344 million and employs 1,155 full-time employees. The City is governed by a Council-Manager form of government. The Modesto City Council consists of seven members, including the Mayor, all elected at large for four year, overlapping terms.

The City Council appoints the City Manager, who serves as the Chief Executive Officer overseeing all Departments. The City Manager delegates hiring responsibilities and supplemental duties to eight Department Directors in the areas of:

- Community and Economic Development;
- Finance;
- Information Technology;
- Public Works;
- Utilities;
- Parks, Recreation and Neighborhoods;
- Human Resources; and
- Police.

## Recent Consolidation

In March 2013, The City Auditors conducted an Organizational Restructuring Study to identify "opportunities for enhancing organizational and operational efficiencies, and effectiveness." The primary focus of this study was to examine department and function consolidation, centralization, standardization, automation, integration, and/or reorganization. This recent analysis of the structures of service and delivery has identified areas of deficiency that have prevented the City from moving forward and advancing the efforts desired by the organization and its citizens. Included in this report were recommendations to co-locate similar functions and to address span of control issues. One area specifically identified in the report was within and between Public Works and the Utilities Department.



The decision to hire a Director of Utilities will begin the reorganization that is intended to establish an asset-based Utilities Department (Water, Wastewater, and Stormwater). The expected result is to align all utility functions, including resource planning, capital improvements (both new construction and replacement), and operational activities under the new Director of Utilities.

## The Position

This position is a key member of the City Manager's Executive Leadership Team and provides day-to-day management of the Utilities Department. The successful candidate for the Director of Utilities will have the unique and exciting opportunity to continue to streamline and implement a number of innovative operational changes focused on improving customer service, productivity, and efficiency. Organizationally, the decision to create internal efficiencies while expanding the scope of services and by creating greater accountability, effectiveness, and communication for all three Utility Enterprises will require a strong orientation towards operational efficiency and extensive user knowledge of utility-specific technology applications.

Typical duties and responsibilities of the position include, but are not limited to:

- Plan, direct, and coordinate the overall operation of the Modesto Utilities Department;
- Develop priorities, approach, and strategies regarding organizational development/improvement initiatives; develop, plan, and implement Department goals and objectives in accordance with the core purpose, mission, vision, and values of the City;
- Develop, recommend, and administer policies and procedures; identify, develop, and implement initiatives to improve service delivery with other City departments and public/regional agencies;
- Provide direction and advice to Department management; coordinate interdepartmental activities as well as City activities with outside agencies and organizations;
- Perform or supervise comprehensive management analyses in a wide range of municipal policies, organization, procedures, budgetary, and finance areas including utility rate structure analysis and make recommendations on utility rates;
- Represent the City to outside groups and organizations; participate in outside community and professional groups and committees;
- Provide staff assistance to the City Council, committees, commissions and the City Manager in matters related to a wide variety of City administration activities and programs;
- Build and maintain positive working relationships with the Senior Executive Team, Mayor, City Council, co-workers, other City employees, and the public using principles of good customer service;
- Develop and implement long- and short-term strategic plans in support of Department and City-wide goals and objectives;



- Plan, organize, direct, and evaluate all operations relating to utility master planning, utility CIP design, utility rates/grants, and regional initiatives/strategic planning, including the design, operation, construction, maintenance, and repair of utility facilities;
- Initiate and oversee the development, administration, and improvement of programs and strategies for protecting the City's water resources and wastewater treatment capacity, ensuring a reliable supply of high quality water to meet future needs and ensuring the availability of adequate physical facilities to meet future needs; and
- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the Department.



In summary, provide dynamic leadership and vision in order to manage people and constructive change while continuing to mentor, coach, and provide staff development.

## The Ideal Candidate

The ideal candidate for this position will have a proven track record with a strong vision and an entrepreneurial spirit to provide leadership, direction, and strategic planning for the Utilities Department. The ideal candidate will be a business-minded individual who not only understands the technical aspects of the Department's activities but can also communicate complex technical or politically sensitive concepts with a broad range of audiences in a persuasive and articulate manner. The demonstrated ability and desire to create strong working relationships with local and state officials, public officials, and regional agencies and municipalities are central to the Director's activities. Candidates must show political acuity and compassionate consideration regarding the impact of the Department's activities on the citizenry. A candidate who shows humor, flexibility, and an inclusive personality would do well in this position, as would someone who can develop and maintain partnerships with other members of the City's management team. Candidates should possess a collaborative nature; the Director must recognize that although the Department is an enterprise fund for the City, it is one part of the whole and must work in support of the



City's overall goals and needs as an organization. The ideal candidate will possess a background in and understanding of the construction, operation, and maintenance of water and sewer systems; water and wastewater environmental compliance regulations; long-range master planning and strategic planning for public works systems and improvements; and utility rate structure analysis.



In summary, the ideal candidate will be a collaborative leader, with keen judgment and unquestioned integrity in his or her commitment to leading staff and fulfilling a full range of responsibilities for the position.

## The Qualifications

### Experience

The Director of Utilities will have eight (8) years of increasingly responsible related experience involving water and wastewater resource management programs including capital projects, public utility, or public works; including three (3) years of administrative and management responsibility.

### Education

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering, public or business administration, environmental resources, or a closely related field. A Master's degree from an accredited college or university in civil engineering or public or business administration is highly desirable.

### License

Possession of a Certificate of Registration as a professional civil engineer in the State of California is desirable but not mandatory.

## Compensation and Benefits

The City is offering a competitive executive salary and a car allowance of \$400 per month (DOQ). The Director of Utilities will also receive an excellent benefits package including PERS (2%@60). For further details on the City's benefits package, visit [www.ralphandersen.com](http://www.ralphandersen.com).

## To Apply

Candidates are encouraged to submit electronically. To be considered, candidates must submit a compelling cover letter, comprehensive resume, salary history, and six (6) professional references via email to [apply@ralphandersen.com](mailto:apply@ralphandersen.com). Candidates are encouraged to submit early in the process. Review of resumes will begin on Friday, February 21, 2014.

Following the initial screening of qualifications, candidates may be asked to complete a series of written responses for further evaluation. Ralph Andersen & Associates will conduct all preliminary interviews. References will not be contacted until mutual interest has been established. *On-site interviews will be held during early March* for candidates invited to further compete in the process.

Finalist candidates will be required to complete a City of Modesto employment application and also have in-depth background reviews performed before proceeding in the process. Ideally, the new Director of Utilities will join the City of Modesto in early May 2014.

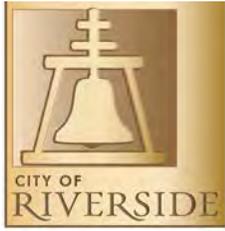


If you have questions or would like to discuss the opportunity further, please call Robert Burg at (916) 630-4900. Confidential inquiries are welcomed.

For further information regarding the City of Modesto visit their website at [www.ci.modesto.ca.us](http://www.ci.modesto.ca.us).



*The City of Modesto is an equal opportunity employer. Qualified women, minorities, and disabled persons are strongly encouraged to apply.*



# CITY OF RIVERSIDE

*City of Arts & Innovation*



*An Outstanding Career Opportunity*

## UTILITIES GENERAL MANAGER



## THE OPPORTUNITY

The vacancy for the position of Riverside Public Utilities (RPU) General Manager (GM) is due to the retirement of David Wright, who has been with the City since 1988 and serving in his current position for the past eight years. The City of Riverside is recruiting nationally for a highly experienced utilities professional to manage the day-to-day activities for this nationally recognized and award-winning City. This position reports to the Assistant City Manager and works closely with an appointed nine-member Board. The General Manager is accountable for leading a dynamic and robust organization of over 550 dedicated employees with a combined capital and operating budget of approximately \$332.1 million. Through a highly skilled executive team, the GM oversees a values-based organization that implements prioritized short- and long-term strategies to accomplish the RPU mission and vision.

The GM carries out executive responsibilities in a highly visible, sometimes controversial, and political environment. Operating within broad general policy guidelines, the GM exercises substantial latitude and discretion to achieve effective and efficient utilization of City resources in serving its customers and diverse group of stakeholders. This is an exciting, stable opportunity with a variety of unprecedented challenges and opportunities for an experienced utilities executive. The ideal candidate must have strong leadership and interpersonal skills with a successful track record of leadership in the utility industry. He/she should have a vision for the future and the ability to develop strong teams, and be well versed in strategic planning and working in a multidisciplinary organization.

## THE CITY OF RIVERSIDE

The City of Riverside's location approximately 60-miles east of Los Angeles puts it within driving distance of Southern California's other attractions, like Disneyland, the Pacific Ocean and its beaches, Palm Springs, mountain resorts including winter recreation, and many area wineries. Riverside has a rich history that has played a part in shaping California's development as an agricultural leader. Riverside is the home of California's first naval orange trees in 1873, one of which still stands today and is a California Historical Landmark. The success of orange trees in Riverside made the new citrus industry a "second gold rush" for California, and, during this time, Riverside was the wealthiest city per capita in the nation. Founded on the principles of education, culture, and beauty, Riverside was named one of the nation's Most Livable Cities in 2010. The City has grown to be the 12th largest city in the State, and the 6th in Southern California, with a population of 303,871.

Stretching over 81-square miles, Riverside is home to the University of California at Riverside as well as three other universities and colleges, including California Baptist University, La Sierra University, and Riverside Community College, along with several museums that celebrate art, history, technology, and culture. The City's scenic landscape includes hills, parks, and preserved open spaces. The Historic Mission Inn & Spa is the focus

of the City's famous Festival of Lights, a six week-long festival of activities that include carriage rides, skating under the stars at an outdoor ice rink, live music, and, of course, millions of lights to celebrate the holiday season. Other events held in Riverside include the Festival of Trees, the Dickens Festival, the Riverside Airshow, the International Film Festival, and the Riverside Arts Walk, which takes place the first Thursday of every month. As the City of Arts and Innovation, Riverside is truly a marvelous place to live, work, and play.

## CITY GOVERNMENT

Riverside was incorporated in 1870, and is governed by the council-manager form of government. The City Council is comprised of the Mayor, who is elected city-wide, and seven members who are elected by ward and serve four-year terms. The Mayor and City Council appoint the City Manager to oversee city operations, which include a budget of \$993 million and staff of 2,497. The City of Riverside has won many awards and recognitions, including being listed as a Top 25 City for Business by Executive Outlook Magazine; an Emerald City designation by the State of California Department of Conservation for sustainable green initiatives and renewable energy, the first such designation given; one of America's 100 Best Communities for Young People by America's Promise Alliance; and the Number 3 "Can Do City" by Newsweek Magazine.

## A COMMUNITY UTILITIES COMPANY

Established in 1895, Riverside Public Utilities is a customer-owned water and electric utility governed by a board of nine community volunteers and the City Council that provides high quality, reliable services to a population of 300,000 in and around the City of Riverside.

Riverside is one of more than 2,000 cities in the United States that light up homes and businesses with "public power" – electricity that comes from a community-owned and operated utility. Additionally, the City maintains local water resources that allow it to meet its customer's demands while being 100% independent from imported water sources.

Unlike privately-owned energy and water companies, public utilities do not serve stockholders; instead, the mission is to serve the needs of customer-owners. Success is measured by the reliability of water and power delivery.

These investments include construction of water treatment facilities, local power generation plants, and renewable energy projects. The Conservation rebate programs and valuable budget transfers to the City's general fund support Riverside's parks and public safety departments as well as local development projects.

Riverside Public Utilities is also committed to increasing the use of renewable energy resources and sustainable living practices that help reduce environmental impacts within the City of Riverside and the state of California.

### Services Provided by RPU include:

**Electric** – Riverside Public Utilities provides electric service to over 106,000 metered customers, with a service area population of approximately 300,000, encompassing over 82 square miles. Riverside Public utilities owns, maintains, and operates 91 circuit miles of transmission lines, 1,283 circuit miles of distribution lines, 14 substations, and two generating plants totaling 140 megawatts.

The Electric Utility acts competitively, with a sharp focus on customers, while maintaining a financially sound utility. Compared to other local utilities, Riverside's rates are lower, reliability is higher, and more funds are returned to the local community in the way of low income assistance, rebates, and community support. The Electric Utility is committed to renewable power, energy and water conservation, and community education. Some of the most notable achievements are a commitment to an aggressive Renewable Portfolio Standard and increase in locally generated solar power.

**Water** – The Water Utility is responsible for providing adequate water supplies to its customers at the lowest possible cost. This includes assuring continued access to water resources while maintaining a high quality water supply and a reliable water distribution system. In addition, several significant water line replacements have been completed, ensuring improved reliability.

The Water Utility services over 64,000 metered customers, with a service area population of approximately 300,000. The Water Utility maintains its own distribution system, which contains 988 miles of pipeline ranging from 2 inches to 6 feet in diameter, 55 domestic wells, 15 active reservoirs (with a capacity over 100 million gallons), and 14 miles of canals.

## GENERAL MANAGER RESPONSIBILITIES

The next General Manager will be self-starting, energetic, creative, and results-oriented in overseeing the daily operations along with the Deputy General Manager/Electric, and five Assistant General Managers (Resources, Customer Relations/Marketing, Water, Finance, and Administrative). In consideration of the City's established goals and priorities, the General Manager is expected to provide inspirational leadership for the Utilities employees to accomplish the Utilities adopted Mission, Vision, and Strategic Objectives and to develop and implement specific business plans and programs to meet the Strategic Objectives. The General Manager will focus on cost reduction, increasing efficiency, and will be responsible for leading the City in formulating and implementing the next wave of business process reengineering and overall performance enhancement. The General Manager will be expected to demonstrate expertise in a wide range of Challenges and Opportunities facing Riverside Public Utility and to work at the local, State, and Federal levels to ensure continued emphasis on customer service, employee relations, and accountability throughout the organization.

Other specific responsibilities of the General Manager position include:

- Ensure ongoing and effective communication flow with the Assistant City Manager/City Manager and Board on what is being considered, taking place, and the status of initiatives and projects within the Utility;

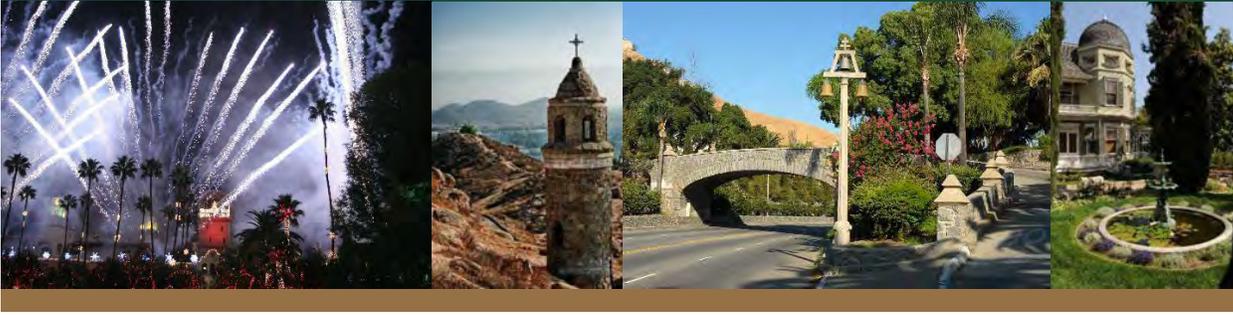
- Provide leadership and management in the development and implementation of RPU strategies, policies, and programs in the areas of (1) the supply, distribution, quality, conservation, and management of surface water and groundwater, (2) the generation, supply, distribution, and transmission of electric power and electric industry deregulation and competition, and (3) employee relations and training;
- Be a representative and spokesperson of the City with elected policy makers and local, State, and Federal agencies to protect and enhance the Utilities interests as they relate to water, electric power, and other relevant issues;
- Continually be on top of issues that affect the Utility, including current and potential future trends in California water and environmental issues, the electric utility industry, and innovative business practices;
- Provide leadership within key stakeholder groups on electric utility issues that affect the City and public power within California;
- Act as a mentor and coach to the management team to develop the future leaders of the Utility; and
- Serve as a spokesperson when necessary, on a wide range of issues affecting the Utility.

## THE IDEAL CANDIDATE

The ideal candidate will have a highly successful career with a verifiable track record of demonstrated leadership in guiding an organization that embraces best practices while providing a constructive culture to effectively and efficiently deliver its mission. Candidates must be committed to providing leadership that will inspire, motivate, and empower staff to achieve established goals. This person must have the proven ability to instill a culture of constructive change that maximizes both staff and advanced technology resources. Candidates must have a proven track record of achieving goals and be comfortable working in an active labor environment. The successful candidate will bring personal qualities and attributes necessary to support and encourage a staff of over 550 in their important role of water and power energy delivery and utility system operations.

The General Manager will have the necessary skills needed to build upon a cooperative team spirit with senior leadership and subordinate staff. The General Manager will have strong technical skills in this highly regulated setting, ensuring that all water and energy delivery assets are in compliance with all licenses and regulations including WECC, NERC, and FERC requirements. Riverside Public Utilities' commitment to ensure the safest of working environments is one of its highest concerns. The General Manager will bring a strong record of promoting and achieving a work setting that is safe for employees and prevents damage to property and the surrounding environment.

The General Manager will also have skills in performing ongoing evaluations of the Utilities services and operations by applying professional and operational standards as well as comparatives to other best practices in the utility industry. Excellent communication and interpersonal skills are essential for the success of this individual who must be able to effectively integrate into the highly professional and participatory team environment found throughout the RPU organization.



Personal characteristics and attributes that have been valued under current leadership and will be expected in the new GM include:

- Ability to provide leadership and inspire staff, motivate and empower staff to achieve established goals;
- Creative entrepreneurship and effective financial management skills;
- Demonstrated leadership complemented by a high level of initiative, interpersonal and cultural sensitivity, creative and flexible problem solving skills, and excellent internal and external communication skills;
- Integrity and intellectual honesty; belief in the value and necessity of equity and diversity;
- Outstanding interpersonal skills with an ability to engage in dialogue at all levels of the organization with ease and compassion;
- Knowledge of regulations and experience working collaboratively with governmental agencies;
- A proven track record of achieving goals on time and on budget;
- Being comfortable working in an active labor/union environment with successful experience in supervising large groups including training, mentoring, delegating and ensuring accountability;
- Able to present technical information and concepts clearly, convincingly, and effectively both orally and in writing; and
- Effectively lead the organization always striving for “best in class” and excellence in performance.

In summary, top candidates will excel in providing leadership and guidance to this dynamic, complex and well-run organization. The General Manager must be supportive of the mission/philosophy and promote Riverside’s vision and standards to deliver the best customer service experience of any utility in the nation.

## MINIMUM QUALIFICATIONS

Any combination of experience and education that likely provides the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education** – Requires a Bachelor’s degree with major course work in engineering, business administration, public administration, economics or a related field. A master’s in business or public administration is preferred.

**Experience** – This position requires at least five (5) years of substantial management and leadership experience in a public or private utility including planning, organizing, directing, and controlling operations.

Candidates will be responsible to appropriately portray career history and accomplishments and overall match with this executive level position through submitted material for consideration by the Search Committee. The Search Committee reserves the right to select any combination of experience, education and career history that will uphold the ideals and values of this organization and continue to provide the highest level of service to the City of Riverside.

**Final Selection and Appointment:** The City Manager will select the most highly qualified candidates for presentation to and concurrence of the Board of Public Utilities based on a combination of education, career experience, and accomplishments that best fit the needs of the City of Riverside.

## TO BE CONSIDERED

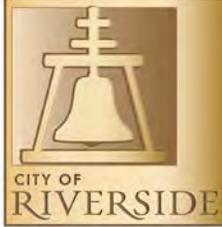
This is a confidential process and will be handled accordingly throughout the various stages of the process. References will not be contacted until mutual interest has been established. The first review of resumes will take place on September 27, 2013. This position is open until filled; however, candidates are encouraged to apply early in the process for optimal consideration. Resumes will be reviewed and evaluated throughout the recruitment process.

To be considered, candidates must submit a compelling cover letter; comprehensive resume; salary history; and six (6) professional references. An electronic version of all submittals is strongly encouraged. Interested candidates may apply via email to [apply@ralphandersen.com](mailto:apply@ralphandersen.com).

Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. The evaluation and selection process may consist of a supplemental questionnaire and/or written exercise(s) to further evaluate relative experience and overall suitability for this position. Ideally, the Utilities General Manager will join the City of Riverside in December 2013, or sooner.

Finalist candidates will be required to sign a release form to authorize preliminary reference calls and verifications to be conducted. Employment history, degrees obtained, and other certifications/accomplishments will also be verified.

Should you have any questions regarding this position or the recruitment process, please call Mr. Robert Burg or Ms. Heather Renschler at (916) 630-4900. Confidential inquiries are welcomed.



## COMPENSATION AND BENEFITS

**Compensation:** The annual salary range for the Utilities General Manager is from \$177,876 to \$222,348. Placement within the range is negotiable and dependent upon qualifications (DOQ).

**Health, Vision, and Dental Coverage:** The City provides seven Health Plans, one Vision Plan, and three Dental Plans. Vision coverage is provided through Vision Services Plan (VSP) and is automatically included with all health plan selections.

**Vacation and Sick Leave:** Leave is accrued at the rate of 200 hours for vacation and 96 hours of sick leave annually.

**Holidays:** 11 paid holidays each year.

**Life Insurance Coverage:** A basic amount of Life Insurance equal to twice the annual salary, rounded to the next higher multiple of \$1,000 is provided, up to a maximum amount of \$700,000. The City pays 100% of the cost of basic life insurance. In addition, Accidental Death & Dismemberment (AD&D) coverage equal to the basic amount of Life Insurance is provided.

**401(a) and 457 Deferred Compensation Plans:** The City provides a **one-time** opportunity to enroll in a 401(a) Deferred Compensation Account. Employees may "irrevocably" defer a certain percentage or dollar amount of their salary on a pre-tax basis. The City offers two 457 Deferred Compensation Plans. Contributions are deducted on a pre-tax basis. A minimum contribution of at least \$10 per pay period must be made to participate.

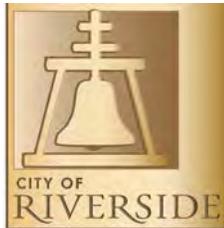
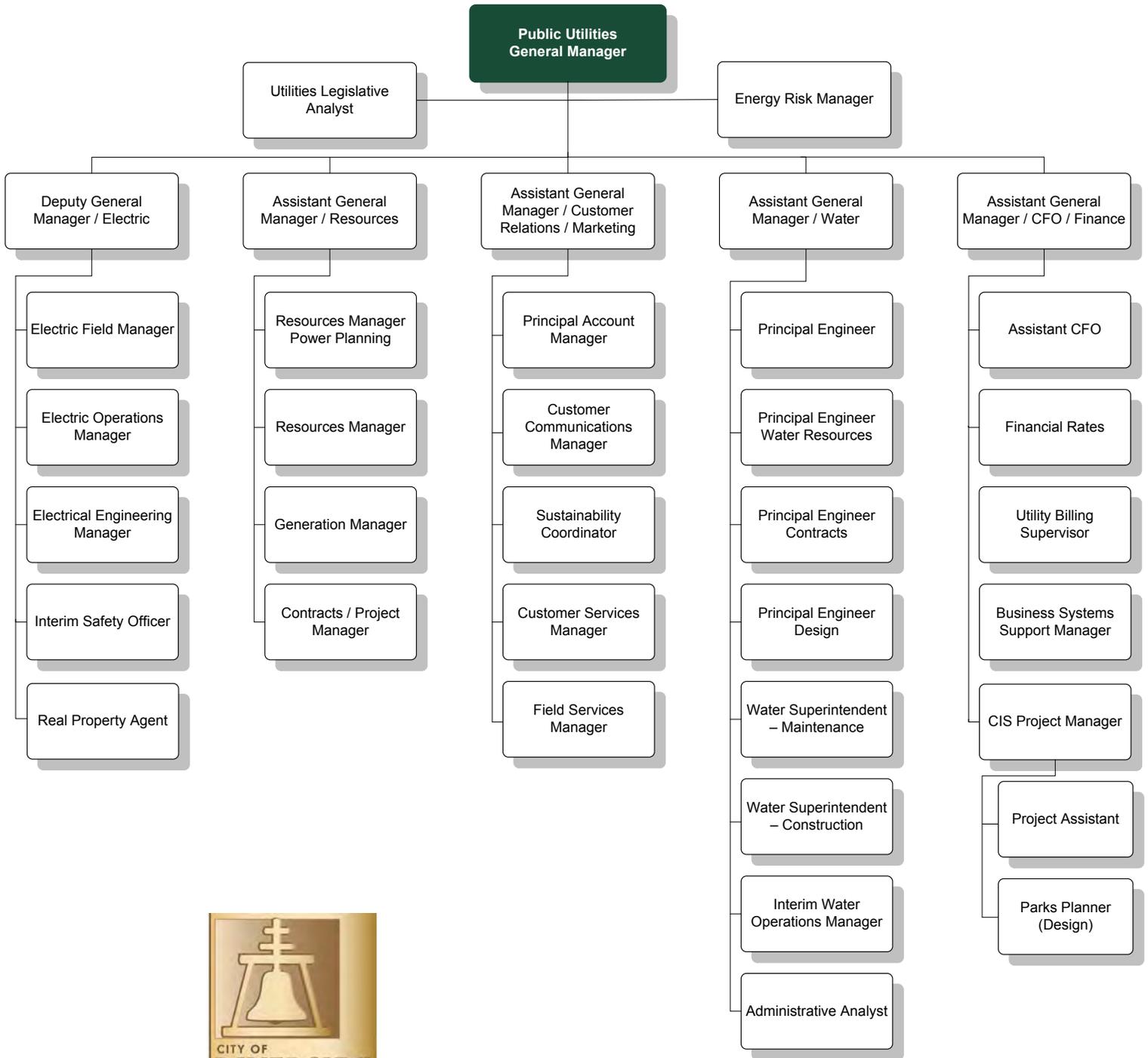
**LTD Coverage:** The City offers a voluntary Long-Term Disability (LTD) Plan with coverage equal to 60% of the employee's monthly pay, up to a \$7,000 maximum. The associated premium is paid by the employee on an after-tax basis. To qualify for benefits, employees must meet the plan's definition of disability.

**Retirement Plan:** Employees are automatically covered under the City's Retirement Plan, which is offered through CalPERS. The retirement benefit factor is 2.7%@55 or 2%@62 years of age, depending on membership date with CalPERS.

**Other Benefit Information:** Employees may elect to waive the Health Insurance coverage offered by the City and receive a \$2,000 annual stipend under the "Health Opt-Out" program. Additional Life Insurance and Flexible Spending Account plans are available to all City employees for optional enrollment.



# RIVERSIDE PUBLIC UTILITIES ORGANIZATION CHART



**EBDA Commission Meeting**  
**Thursday, March 20, 2014**  
**9:30 a.m.**

- Commissioners Handley, Diaz, Johnson, Peixoto and Prola were all present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes from February 20, 2014, and the List of Disbursements and Treasurer's Report for February 2014.
- For the General Manager's report, Mike discussed the upcoming study to recommend methods for evaluating the Bay outfall to best assess condition and methods for extending the life of the asset. David Stoops presented information on the location of the outfall and a video clip illustrating how divers assess the operation of the diffusers. Mike noted that the outfalls useful life is estimated to extend through 2050, but could easily last an additional 25 years or more. The study will help identify the useful life of the pipeline.
- The Commission unanimously approved the reports from the Regulatory Affairs, Operation & Maintenance, Financial Management, and Management Advisory Committees. The following items were discussed:
  - The **Managers Advisory Committee** discussed refurbishing of the second gear drive for the Oro Loma Pump Station, the asset management plan and coordination of audits between EBDA and the member agencies. The group also discussed the outfall assessment study and recommended that the on-land portion of the EBDA pipeline also be included in the study to evaluate condition and remaining life.
  - The **Financial Management Committee** reviewed the preliminary budget which will be discussed in greater detail at the next meeting. They also discussed the proposed \$50,000 increase to the R&R fund for FY15. Questions were asked about the possible Hayward Pump Station relocation and the projected spike in Cash Flow for FY20. Mike responded indicating that the spike is based on the estimated end of the useful life of pumps and motors at the Alvarado Effluent Pump Station and replacement of the Hayward Effluent Pump Station.
  - The **Regulatory Affairs Committee** discussed the upcoming Nutrients Watershed Permit which will be heard by the Regional Water Quality Control Board on the second week of April. BACWA has submitted comments for the Water Board's consideration.
  - The **O&M Committee** reviewed the two resolutions and recommends approval. They also discussed that there were minimal impacts on the EBDA system from the February rains. Mike noted there was excellent coordination and communication among the member agencies.
- The Commission unanimously passed resolutions to authorize the overhaul of the second gear drive for the electric pumps at Oro Loma for \$145,000, and to approve an Engineering Services Agreement with Brown and Caldwell for \$75,000 for the outfall pipeline condition assessment project. Commissioner Dias recommended that Sea Level Rise impacts be included in the scope of the study.

# Two incumbents unopposed

Lack of candidates indicates few problems with utility, leaders say

By Chris De Benedetti  
 cdebenedetti@bayareanewsgroup.com

UNION CITY — In what has become a Tri-City political tradition, only Union Sanitary District board incumbents have declared their candidacy for two open seats.

That ensured victory for

Thomas Handley and Jennifer Toy, who automatically return to the special district's board unopposed for the fifth consecutive time.

In fact, only a few board races for the Union City-based agency have been contested in dozens of elections over the past 20 years. But district leaders see the lack of candidates as a positive.

"It indicates there are few problems," said Handley, who ran unopposed in 2008 and 2010, and twice more while serving on the

board from 1995 to 2002. "If nothing is there to raise people's ire, then they're not looking for big changes."

Formed in 1918, the Union Sanitary District collects and treats wastewater and manages the sewer system for more than 330,000 residents in Fremont, Newark and Union City. With an annual budget of nearly \$50 million, the agency has 135 employees serving homes and businesses throughout 60 square miles in southern Alameda County.

The part-time board members combined salaries total \$69,569 — or, on average, nearly \$14,000 a year per member. Full health benefits — including medical, dental and vision care, and worth nearly \$13,000 per member — are offered them and their families, district leaders said. The benefits cease when they leave the board.

The five directors earn \$235 a meeting, for no more than six meetings a month. "We aver-

See USD, Page 4

"We're generally the quiet utility. Sanitary districts don't tend to make a lot of news, particularly if it is doing its job well."

— Richard Currie,  
 general manager,  
 Union Sanitary District

## USD

Continued from Page 1

age about five meetings a month through the year, but last month we had 10," Handley said.

The other board members are Manny Fernandez, Anjali Lathi and Pat Kite, whose terms expire in 2016.

Richard Currie, the district's general manager since 2003, said agency staffers try to avoid resembling the stereotype of government employees — they work hard to respond quickly to customer calls.

"We're generally the quiet utility," said Currie, who joined the district in 1991. "Sanitary districts don't tend to make a lot of news, particularly if it is doing its job well."

But that service has come with increasing cost for customers, as the board has raised rates each year since 2004. Last summer, it approved a 5.7 percent hike through 2016.

Current rates, on average, total about \$338 a year, or around \$28.17 per month, district leaders said. But that will rise each year for the foreseeable future to pay for upgrading the utility's aging pipes and facilities, Handley said.

"We have roughly 780 miles of sewer pipelines, and many of them need to be replaced," he said. "The majority of our infrastructure is 30 or 40 years old, when (the Tri-City) area came of age, but our oldest pipes go back as far as the 1920s."

Last month, the board gave Currie a \$10,000 raise, boosting his annual base salary to \$238,800.

Handley said he and other board members

don't anticipate a voter blowback over increasing Currie's salary while raising rates.

"We compare wages of comparable positions, and he's not overpaid," he said. "The man has done an excellent job and deserved it."

Meantime, Currie defends the rate hikes, saying that the district had budget shortfalls when it lowered rates a few times in the early 2000s. In contrast, rate increases since then have allowed the district to maintain high performance, he said.

"There have been no sinkholes, system overflows or problems with our treatment plant," he said. "I don't think we've had any service interruption in the utility's history. What's important is what you get for your money."

Contact Chris De Benedetti at 510-353-7011. Follow him at Twitter.com/cdebenedetti.

# Council may ask for a raise

Elected leaders discuss pay hike measure for the November ballot

By Doug Oakley

doakley@bayareanewsgroup.com

BERKELEY — The City Council and mayor here are among the highest-paid elected officials in the state for similar-sized cities, according to a recent salary survey conducted by the city manager.

But that's not saying much

when you consider the yearly take for a City Council member is \$31,464 for what amounts to a full-time job, according to two elected officials who think voters should give them a pay hike in November.

"I think we deserve a raise, and I think other City Council members think we do as well," said 29-year-old Councilman Jesse Arreguin, who was first elected in 2008. Arreguin said he was earning more than \$50,000 a year as a



Arreguin



Wozniak

councilman's aide before he was elected to his lower-paying council job. "Unless you are independently wealthy or retired, it's very

difficult to work full time as a City Council member."

Arreguin and Councilman Gordon Wozniak, who is retired and is giving up his seat at the end of the year, are considering introducing an item to the City Council that would put a raise to a vote of the people.

Voters in 1998 approved a raise to \$1,800 a month for council members and \$2,850 per month for the mayor. Since then, cost-of-living raises have brought those figures

up to \$2,622 a month for council members and \$4,217 a month for Mayor Tom Bates, who doesn't take his pay home but instead puts it into his office budget.

Those salaries are far larger than salaries at similar-sized California city surveyed by the City Manager's Office. For example, City Council members in Antioch make \$941 a month, while those in San Mateo take home \$600

a month. Only Hayward comes close to the Berkeley politicians, at \$2,081 a month, according to the survey.

But Berkeley is different. Because of its highly engaged citizenry who demand much more work out of their elected officials, more time is needed for democracy, Arreguin said.

"There are a lot of opinions here, a lot of ideas and expectations about city government," Arreguin said. "We have a participatory democracy in Berkeley, which I'm proud of. But it does require us to work a little harder than some of these other cities."

Arreguin, who is up for re-election this year, said he is not afraid to be asking for money while he is running for re-election.

"My constituents, when they ask how much I get paid, they are appalled," said Arreguin, who said he must live with roommates to afford rent. "It's not even a living wage."

By contrast, Wozniak, 70, a retired scientist at Lawrence Berkeley Laboratory, does not live with roommates and does not

need the money. But he thinks if voters gave the City Council a raise, it would attract a wider array of talent.

"I think it's an equity issue, and if we had a higher salary, it would allow more people to be on the council, and that would be a good thing," Wozniak said. "Many of the council people work full time, and if you look at it that way they are getting \$15 to \$16 an hour. It's tough to do that if it's your only source of income."

Wozniak agreed that Berkeley's council salaries are among the highest, "so you could argue that maybe other cities aren't paying enough."

Wozniak said putting a raise on the ballot for City Council members might be politically difficult because the city is in labor negotiations with several of its unions, "and one would have to think about the effect on those negotiations if one was to put a sizable increase in for the council. Any increase will be controversial. Could you convince the electorate that this is a full-time job?"

## Berkeley's higher salaries

Berkeley's City Council and mayor have higher monthly salaries than their counterparts in cities of a similar size.

	City council monthly salary	Mayor monthly salary	Population
<b>Berkeley</b>	<b>\$2,622</b>	<b>\$4,217</b>	<b>112,583</b>
Hayward	\$2,081	\$3,330	144,186
Antioch	\$941	\$941	103,833
Burbank	\$1,074	\$1,075	103,340
Concord	\$1,300	\$1,300	122,110
Daly City	\$1,532	\$1,532	106,000
Fairfield	\$500	\$500	106,502
Roseville	\$600	\$650	123,514
San Mateo	\$600	\$600	97,207
Santa Clara	\$812	\$1,353	118,830
Vallejo	\$1,225	\$1,225	115,940

Source: Berkeley City Manager's Office

BAY AREA NEWS GROUP

# Agency pushing for fee

Multifamily apartment building owners asking to get a special break

By Matt O'Brien

[mattobrien@bayareanewsgroup.com](mailto:mattobrien@bayareanewsgroup.com)

The Alameda County Waste Management Authority wants to impose an annual \$9.55-per-home fee to pay for its program to dispose of hazardous household waste, but multifamily apartment building owners are asking for a

special break.

The agency, also known as StopWaste, says it needs the money to sustain and expand hours at its hazardous waste drop-off sites in Hayward, Fremont, Livermore and Oakland.

Residents deliver to those four sites each year about 1,400 tons of paint, batteries, solvents, fluorescent lamps, ammunition and other hazardous junk, but county residents also dump an estimated 3,400 tons of hazardous waste into the regular trash, down drains or

onto streets, endangering the environment.

"Some people don't know. Some people think it's too hard to drive over to the drop-off center," said Gary Wolff, director of the waste authority. "Other people just don't care. They're breaking the law, but no one's enforcing that law."

By making hazardous waste disposal more convenient through the expansion of drop-off days and hours, Wolff said the agency can reduce how much toxic material

ends up in landfills. But he also said the Oakland-based agency needs the proposed new revenue stream of about \$5 million each year just to keep the program running. That's because its longtime funding source — a \$2.15-per-ton fee on municipal solid waste disposed in landfills — no longer covers the costs, in part because more people are recycling, Wolff said.

Letters protesting the new fee

See **TAX**, Page 2

## Tax

*Continued from Page 1*

have begun streaming into the Alameda County Registrar of Voters since a postcard announcing the plan was mailed out to residential property owners. The proposed fee would take effect in July and be collected through each homeowner's property tax bill. The fee would expire in 2024 and could only be reduced, not increased, by the waste authority.

The StopWaste board will vote March 26 on whether to adopt the new fee, and it would take a mass protest of more than 50 percent of all residential parcel owners to preclude the board from approving it. Such a protest is unlikely in a populous county with more than 1.5 million people living in 317,400 single-family homes and 159,700 multifamily building units.

But apartment building owners are hoping to persuade the board to tweak

the fee before approving it, arguing that apartment dwellers produce less hazardous waste because they share paint and use less fertilizer and motor oil because they do not have their own gardens and garages. One Hayward-based association representing about 600 building owners is asking for the fee to be dropped to \$5 per year for multifamily properties.

"I'm really hopeful they're going to step back for a moment and think about this," said Tim May, director of the Rental Housing Association Serving Southern Alameda County. "If you're a rental property owner, let's say you have 10 units, you're going to be using household hazardous waste in a more efficient way."

Residents can comment about the proposed fee during StopWaste meetings on Wednesday and again on March 26. Both meetings will take place at 3 p.m. at 1537 Webster St., in Oakland. For details, go to [www.stopwaste.org/proposedhhwfee](http://www.stopwaste.org/proposedhhwfee).

# Getting tough on water use

## District considers mandatory limits on lawn watering

By Chris De Benedetti  
cdebenedetti@  
bayareanewsgroup.com

FREMONT — Use a water hose, go to jail.

That could be southern Alameda County's stark new reality as people who water lawns too often could get slapped with a misdemeanor if the Alameda County Water District board declares an emergency water shortage Thursday with mandatory limits on landscape irrigation.

The measures might seem extreme, but agency leaders say mandatory conservation has become necessary because rainfall statewide remains frightfully light, even after several storms splashed the East Bay.

"It probably won't come to that, but we're hoping that people understand the severity and comply," said Alameda County Water District spokesman Frank Jahn.

See **WATER**, Page 2

If approved at next week's meeting, the ordinance would take effect immediately. It would ban residents and businesses from irrigating lawns and other landscaped areas on consecutive days, the district's staff said. In addition, landscape watering would be permitted just one day a week from April 1 to May 31 and from Oct. 1 to Nov. 30, and two days a week from June 1 to Sept. 30. From Dec. 1 to March 31, irrigation would be limited to one day per week and banned on rainy days.

The ordinance has several exceptions for nurseries and other businesses that must maintain vegetation. Also, the rules are looser for Tri-City school districts and cities, which will receive an extra day per week from June 1 to Nov. 30 to irrigate public parks, school grounds, playing fields and day care center landscaping.

Residents or businesses caught exceeding the landscape watering limits first would receive a district letter in the mail, Jahn said. A second violation would lead to a second note, this time hand-delivered by a district employee, who could issue a \$30 service charge for the visit.

A third violation could result in serious punishment, Jahn said — termination of water service and a misdemeanor citation that could result in a 30-day jail sentence and a \$600 fine.

"It would only be the most egregious cases, and we would work with customers to prevent it from getting that far," he said, noting the Fremont-based agency lacks the staffing to seek and catch offenders.

Instead, district leaders would rely on its repair crews or Tri-City customers to report offending neighbors and businesses.

"There are many conscientious residents following the rules, but we see others who aren't," Jahn said. "We get calls like that at the district even during non-

Formed in 1914, the Alameda County Water District supplies water to 336,000 people in Fremont, Newark and Union City. About 40 percent of the district's supply comes from Alameda Creek watershed, and it buys 20 percent from the San Francisco Public Utilities Commission's Hetch Hetchy water system. The district's remaining 40 percent of water usually comes from the State Water Project, but that agency last month cut off its farm and

city customers.

As of this week, southern Alameda County has had less than 5 inches of rainfall, a little more than a third of normal for this time of year, Jahn said. A normal rain year brings about 18 inches.

The average Tri-City home uses 112 gallons per day — 40 percent of its total daily usage — on lawns or other landscape irrigation, the kind of water use the district hopes to reduce. Meantime, residents are encouraged, but not required,

to cut back on indoor usage by taking shorter showers, running dishwashers less often and fixing leaky pipes. Restaurants are urged to serve water only upon a customer's request.

Jess Loya, a Fremont retiree who installed a drip system four years ago to

save money and conserve water, said he has no problem with the proposed limits because "water use has to be controlled." Loya, 71, said he probably would not report a neighbor but would understand if other did.

"Those who don't care about water running down the street are the ones you have to penalize," he said.

Regan Nursery in Fremont would be exempt from the ban, but its manager, Mark Potts, said he would favor even more restrictions.

"I'd like to have seen it come sooner because this water thing did not appear overnight," he said. "We've advocated conservation for a long time."

Contact Chris De Benedetti at 510-353-7011. Follow him at Twitter.com/cdebenedetti.



