



BOARD MEETING AGENDA
Tuesday, May 27, 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.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approval of the Minutes of May 12, 2014.

- Information 5. Quarterly Balanced Scorecard Period Ending March 31 2014 *(to be reviewed by the Budget & Finance Committee)*
 - a. Districtwide Balanced Scorecard Measures
 - b. Technical Services Balanced Scorecard
 - c. General Manager's Monthly Operations and Investment Report

6. Written Communications.
 - Letter from New Haven Unified School District

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.

- Information 8. Report on the EBDA Commission Meeting of May 15, 2014.

- Motion 9. Awarding the Construction Contract for the Thickener Control Building Improvements Project to GSE Construction Company, Inc. *(to be reviewed by the Construction Committee)*.

Motion 10. Authorizing the General Manager to Execute Task Order No. 3 with Carollo Engineers for Providing Engineering Services during Construction of the Thickener Control Building Improvements Project *(to be reviewed by the Construction Committee)*.

Motion 11. Resolution No. _____, Accepting the Construction of the Lift Station No. 1 Improvements Project from D. W. Nicholson Corporation and Authorizing the Attorney for the District to Record a Notice of Completion *(to be reviewed by the Construction Committee)*.

Motion 12. Approve New Board Policy on Contributions and Endorsements by Union Sanitary District *(to be reviewed by the Personnel Committee)*.

Information 13. Information Items:
a. Check Register.

Information 14. Committee Meeting Reports. *(No Board action is taken at Committee meetings)*:
a. Budget & Finance Committee—scheduled for Wednesday, 5/21/14, 9:00 a.m.
b. Construction Committee – scheduled for Thursday, 5/22/14 at 4:30 p.m.
c. Personnel Committee – scheduled for Friday, 5/23/14 at 9:30 a.m.

Information 15. General Manager's Report. *(Information on recent issues of interest to the Board)*.

Information 16. 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.

17. Adjournment - The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, June 9, 2014 at 7:00 p.m.

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



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

**NOTICE OF
COMMITTEE MEETINGS**

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

BOARD MEETING
May 27, 2014

BOARD MEETING OF MAY 27, 2014

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)

Budget & Finance Committee, Wednesday, May 21, 2014 at 9:00 a.m.

5. Quarterly Balanced Scorecard Period Ending March 31 2014
 - a. Districtwide Balanced Scorecard Measures
 - b. Technical Services Balanced Scorecard
 - c. General Manager's Monthly Operations and Investment Report

Construction Committee, Thursday, May 22, 2014 at 4:30 p.m.

9. Awarding the Construction Contract for the Thickener Control Building Improvements Project to GSE Construction Company, Inc.
10. Authorizing the General Manager to Execute Task Order No. 3 with Carollo Engineers for Providing Engineering Services during Construction of the Thickener Control Building Improvements Project.
11. Resolution No. ____, Accepting the Construction of the Lift Station No. 1 Improvements Project from D. W. Nicholson Corporation and Authorizing the Attorney for the District to Record a Notice of Completion.

Personnel Committee, Friday, May 23, 2014 at 9:30 a.m.

12. Approve New Board Policy on Contributions and Endorsements by Union Sanitary District.

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

Committee Meetings 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
May 12, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Richard Currie, General Manager
Richard Cortes, Business Services Manager
Sami Ghossain, Manager, Technical Services
David Livingston, Treatment & Disposal Services Manager
Andy Morrison, Collection Services Manager
Robert Simonich, FMC Manager
David O'Hara, Legal Counsel
Carol Rice, Assistant to the GM/Board Secretary

VISITOR: Ryan Anderson, Munson Pump Services, Reno, Nevada

APPROVAL OF THE MINUTES OF APRIL 28, 2014.

On a motion made by Director Kite and seconded by Director Fernandez, the minutes of the Board of Directors' Meeting of April 28, 2014 were unanimously approved.

WRITTEN COMMUNICATIONS.

There were no written communications.

ORAL COMMUNICATIONS.

There were no oral communications.

SCHEDULING PUBLIC HEARING TO: (1) ESTABLISH CAPACITY FEES OF ORDINANCE NO. 35.21, AND (2) ADOPT CAPACITY FEES FOR FISCAL YEAR 2015.

Rich Cortes stated this notice will set the time for holding the public hearing to adopt and establish Ordinance No. 35.21. Capacity Fees on June 23, 2014. The notice will be published in the Argus Newspaper on June 1 and June 8, 2014.

On a motion made by Director Toy and seconded by Director Handley, the Board unanimously approved scheduling the public hearing to: (1) Establish Capacity Fees of Ordinance No. 35.21, and (2) Adopt Capacity Fees for Fiscal Year 2015.

SCHEDULING PUBLIC HEARING TO: (1) ADOPT SEWER SERVICE CHARGE ORDINANCE NO. 31.36, (2) ESTABLISH SEWER SERVICE CHARGES FOR FISCAL YEAR 2015, AND (3) SET AND COLLECT SEWER SERVICE CHARGES FOR FISCAL YEAR 2015 ON THE TAX ROLL.

Rich Cortes stated this notice will set the time for holding the public hearing to adopt Ordinance 31.36 to establish Sewer Services Charges and set the same charges on the tax roll for Fiscal Year 2015 on June 23, 2014. The notice will be published in the Argus Newspaper on June 1 and June 8, 2014.

He stated that on April 18, 2013, a notice complying with Proposition 218 was sent to all property owners notifying them of a proposed 5.7% per year rate increase for the next three years.

On a motion made by Director Fernandez and seconded by Director Toy, the Board unanimously approved scheduling the public hearing to: (1) Adopt Sewer Service Charge Ordinance No. 31.36, (2) Establish Sewer Service Charges for Fiscal Year 2015, and (3) Set and Collect Sewer Service Charges for Fiscal Year 2015 on the Tax Roll.

AWARDING THE CONSTRUCTION CONTRACT FOR THE UPPER HETCH HETCHY SANITARY SEWER REHABILITATION PROJECT TO SAK CONSTRUCTION.

The Construction Committee reviewed this item. Sami Ghossain reported that the Newark Basin Master Plan update, completed by RMC Water & Environment in December 2012, identified the Upper Hetch Hetchy Corridor trunk sewer as having high critical ratings due to Hydrogen Sulfide corrosion. These sewers were installed in the late 1950's and early 1960's using reinforced concrete pipe (RCP) that is highly susceptible to corrosion.

This project will rehabilitate the following: the existing concrete pipe trunk sewer; the RCP trunk sewer on Willow Street; and the RCP trunk sewer at the Newark Pump Station. The project was advertised for bids on April 2, 2014. Two bids were received and SAK Construction was the lowest bidder at \$3,015,965. There were a few minor irregularities with SAK's bid, including arithmetic errors and a bid item that exceeded 5% of the total bid price. These irregularities are administrative and after consultation with legal counsel, staff recommends waiving them. The Notice to Proceed will be issued in late May or early June and construction completion is expected by the end of February 2015.

On a motion made by Director Handley, seconded by Director Fernandez, and unanimously approved, the Board moved to waive the irregularities and award the construction contract for the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project to SAK Construction.

AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH WEST YOST ASSOCIATES TO PROVIDE DESIGN SUPPORT SERVICES DURING CONSTRUCTION OF THE UPPER HETCH HETCHY SANITARY SEWER REHABILITATION PROJECT.

The Construction Committee reviewed this item. Sami Ghossain reported that the Newark Basin Master Plan update, completed by RMC Water & Environment in December 2012, identified the Upper Hetch Hetchy Corridor trunk sewer as having high critical ratings due to Hydrogen Sulfide corrosion.

On July 22, 2013, the General Manager executed an Agreement and Task Order No. 1 with West Yost Associates for the project design. Staff also executed Amendment No. 1 to Task Order No. 1 to provide for additional work not included in the original Task Order.

West Yost submitted a scope of work for Task Order No. 2 which staff reviewed and determined to be appropriate. The negotiated cost proposal is \$44,200 which represents 1.5% of the construction contract. Task Order No. 2 will include design support services during construction. Work will begin in May 2014 and the project is expected to be completed by the end of February 2015.

On a motion made by Director Fernandez, seconded by Director Kite, and unanimously approved, the Board authorized the General Manager to execute Task Order No. 2 with West Yost Associates to provide Design Support Services during construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project.

AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 1 TO TASK ORDER NO. 1 WITH WEST YOST FOR PROVIDING ADDITIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE JARVIS AVENUE SANITARY SEWER REPLACEMENT PROJECT.

The Construction Committee reviewed this item. Sami Ghossain explained that this project will replace approximately 2,456 linear feet of existing 10-inch sanitary sewer along Jarvis Avenue in Newark. The project also includes abandonment of approximately 836 linear feet of existing 10-inch sanitary sewer and two manholes, construction of seven new manholes, extension of existing sewer laterals to the new sewer main and installation of cleanouts, traffic control, and sewage flow control.

As West Yost proceeded with the scope of services for Task Order No. 1 several issues arose requiring additional services beyond the original scope. West Yost evaluated the alternative of relocating the upstream portion of the alignment from the private properties, where it is currently located, to the public street. This alternative is preferred by staff as it minimizes construction in private properties and provides easier access for future maintenance, away from the private properties. The effort, however, requires additional utility coordination and subsequent potholing, not originally included in Task Order No. 1.

It was moved by Director Fernandez, seconded by Director Handley, and the Board unanimously authorized the General Manager to execute Contract Amendment No. 1 to Task Order No. 1 with West Yost for providing additional Engineering Services for the Design of the Jarvis Avenue Sanitary Sewer Replacement Project.

AWARDING THE CONSTRUCTION CONTRACT FOR THE BOYCE ROAD LIFT STATION PROJECT – PHASE 2 TO PACIFIC INFRASTRUCTURE CORP.

The Construction Committee reviewed this item. Sami Ghossain stated the Boyce Road Lift Station was originally constructed in 1959. Due to the age of the existing lift station facility, a new lift station was constructed and placed in operation in June 2013. Towards the latter part of construction, staff identified a few additional improvements that were deemed necessary for properly maintaining the lift station. Normally, these improvements would have been included under the original construction contract; however, due to severe scheduling and budgeting impacts resulting from the unforeseen groundwater issues that were encountered, staff made the decision to address these improvements in a follow-up Phase 2 project.

Staff advertised the project for bids on April 3, 2014 and received two bids. Although both bids came in above the engineer's estimate of \$300,000, PIC was the low bidder at \$330,000, or 10% above the engineer's estimate. Staff spoke with both contractors and believes that their overhead costs and available manpower contributed to the variance in bid amounts.

Director Handley asked why there was such a large discrepancy between the bids for the insurance. Staff explained that bidders often put more or less money in different bid items as a strategy for being the successful bidder.

It was moved by Director Kite, seconded by Director Handley, and the Board unanimously approved awarding the construction contract for the Boyce Road Lift Station Project, Phase 2, to Pacific Infrastructure Corp.

APPROVING REVISIONS AND UPDATES TO POLICY 2935 – RECORDS MANAGEMENT AND INACTIVE RECORDS RETENTION SCHEDULE.

The Legal/Community Affairs Committee reviewed this item. Rich Currie reported that in 1995, the District undertook a major project to implement a Records Retention Policy and Retention Schedule. A consultant was hired to assist staff in developing the program. The policy was adopted in November 1995, and updated and approved by the Board in 2007. Because of changes that have occurred in California laws, the Records Management Advisory Committee again retained the services of a records management consultant to review the retention schedule and make recommendations. Changes to the text in the policy reflect current practice and eliminates language that is no longer applicable. He briefly reviewed the language changes and explained the retention period changes that were extended or reduced based upon the consultant's recommendation.

It was moved by Director Fernandez, seconded by Director Kite, and the Board unanimously approved the revisions and updates to Policy 2935 – Records Management and Inactive Records Retention Schedule.

APPROVING PROPOSED CHANGES TO CALIFORNIA SPECIAL DISTRICT'S ASSOCIATION BYLAWS.

The Legal/Community Affairs Committee reviewed this item. Rich Currie stated that as a member in good standing, USD has the opportunity to vote whenever changes are made to the organizations bylaws. Some of the proposed changes to the bylaws include: changing CSDA regions to Networks; eliminating Liaison Membership Class; creating a separate requirement for notification of special meetings which would require a 10-day notice vs. 45 days for the regular annual meeting, etc.

It was moved by Director Kite, seconded by Director Handley, and the Board unanimously approved the proposed changes to the California Special Districts Association Bylaws.

ELECTION OF REPRESENTATIVE TO CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS.

The Legal/Community Affairs Committee reviewed this item. Rich Currie stated that CSDA has an 18-member Board of Directors that includes three representatives from each of six regions in California. USD is a member of Region 3. The candidates are either a board member or a management-level employee of a member district. Each regular member (district) in good standing is entitled to nominate a candidate for director to represent its region. Currently, Seat C in Region 3 is up for election. The incumbent, Mr. Stanley Caldwell from Mt. View Sanitary District in Martinez, is seeking re-election. USD supported his candidacy in 2011.

Rich Currie explained this is an opportunity for the Board to nominate a candidate from USD. There were no nominations. Rich noted that he made a suggestion at the committee meeting that in the future this item can be reported out under the General Manager's Report and if the Board would like to nominate a candidate, it can be brought to the full Board as an action item.

No action was taken on this item.

INFORMATION ITEMS:

Check Register. All questions were answered to the Board's satisfaction.

Report on CASA Public Policy Forum. The Legislative Committee reviewed this item. Rich Currie stated this is the first year for the Public Policy Forum. Member agencies were invited to attend with the idea of setting up meetings with agency representatives in Sacramento to discuss state legislation that applies to the agency. There were educational presentations about the best way to advocate in Sacramento and a lot of discussion about the drought. The highlight of the forum was the visits with the legislators and the opportunity to talk to Senator Ellen Corbett and Assemblyman Bill Quirk to make them aware of the things we are doing. It was a very worthwhile conference and one in which Board members may want to consider attending.

GENERAL MANAGER'S REPORT:

Rich Currie reported the following:

- There were no spills for the month of April.

- It has been 460+ days without an accident. The GM will be giving a presentation to the CWEA Bay Area Safety Conference in Dublin for agency supervisors on May 15, 2014 to talk about USD's safety culture.
- The CWEA Conference was held in Santa Clara on May 1st. Conference attendees were able to tour USD; the tour was well received and there were several inquiries about employment opportunities.
- The Certificates of Merit Ceremony on May 7th was very nice. The GM thanked the three Board members who attended.
- We recently mailed a brochure to Ponderosa homeowners giving them information about odor control at USD (the brochure was handed out to Board members).
- We have two new engineers. Thomas Lam, who comes to us from the City of Hayward and USD Engineering Tech III, Andrew Baile, who was promoted to Assistant Engineer.
- There will be a district-wide meeting on May 20th at 3:30 p.m. to discuss rechartering of teams, our recommitment to teams, and give employees an update about the GM recruitment and plans for management retirements.
- So far 32 applications have been received for the GM recruitment.
- There will be a CWEA equipment show at USD on June 4th.
- Robert Lee, Mechanic II and long-time employee, retired from USD. His last day was May 8, 2014.
- Attorney Dave O'Hara polled CASA Attorney committee members about Proposition 218 notices, including majority protest provisions.

Dave O'Hara explained there are 27 attorneys who represent 50 agencies. Of those represented, none provide a notice regarding a majority protest. The attorney's agree it would be hazardous to put such wording in a notice. Mr. O'Hara concluded that we should not change our Proposition 218 notice to provide wording regarding majority protest. Rich Currie added there was discussion about future town hall meetings and other possible ways of providing information about rate increases.

OTHER BUSINESS:

Director Toy read a resolution that was presented to Richard Currie from the Mayor when he gave his annual presentation to the City of Fremont City Council on April 1, 2014.

Director Lathi stated she attended the CWEA Annual Conference and went to several presentations, as well as on a tour of a fascinating Silicon Valley Advanced Water Purification Center. The presentations were put on by the Public Education Committee and covered Drug Take-Back Programs and Public Outreach. She pointed out that the CWEA website has the PowerPoint Presentations. She also noted that in one of the sessions, someone pointed out that the EPA website informs people to flush medications down the toilet if they don't know what else to do or have no other means of disposing of them. An interesting point from one of the Public Education Sessions was that agencies need to think in terms of marketing as opposed to education, because our competitors are Coke and Apple, and education is generally ineffective at changing behavior. She stated she's found CWEA conferences to be very interesting and would recommend them.

ADJOURNMENT:

The Board adjourned the meeting at 7:53 p.m. to a PERS Rate Increase Workshop on Monday, May 19, 2014 at 6:30 p.m.

Following the Board Workshop, the Board will adjourn to the next Regular Meeting in the Boardroom on Tuesday, May 27, 2014 at 7:00 p.m.

SUBMITTED:

ATTEST:

CAROL RICE
SECRETARY TO THE BOARD

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 27th day of May, 2014



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: May 20, 2014

To: Board of Directors – Union Sanitary District

From: Richard B. Currie, General Manager/District Engineer
Donna Wies, Quality Coordinator

Subject: Agenda Item No. 5a –Meeting of May 27, 2014
District-wide Balanced Scorecard Measures

Recommendation:

Information only.

Background:

This report summarizes progress meeting the District's strategic objectives for the third quarter of fiscal year 2013-14.

Safety

The District experienced no injuries for the third consecutive quarter. There have been no employees on lost or limited duty time since September 2013.

All safety measures are meeting targets, except the number and cost of vehicle or equipment incidents. So far this year, there has been 1 incident of equipment damage (damage to the head works) and three vehicle accidents. Only one of the vehicle accidents has resulted in a claim against the District. All District employees are scheduled to attend Driving Safety Training in May or June.

See Table 1: Safety Objectives and Measures, for a full report.

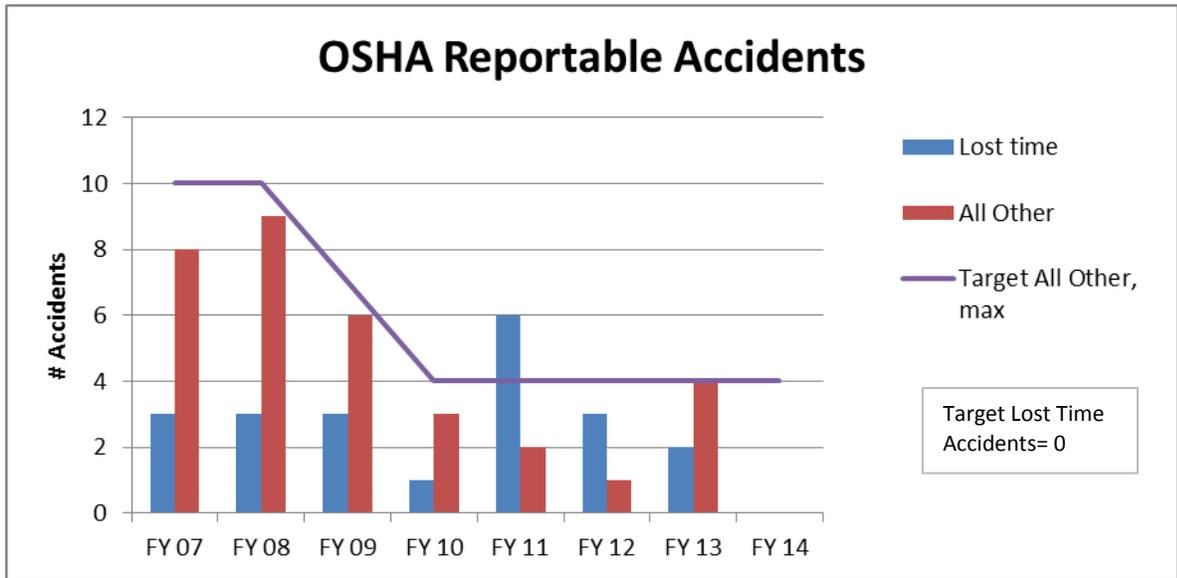


Table 1: Safety Objectives and Measures

Objectives	Measures	FY 14 to Date	Annual Target	FY13	FY 12	FY 11	Comments
Reduce the number of accidents	Total accidents with lost days	0	0	2	3	6	Currently, no employees are on lost or limited-duty time due to injuries.
	Other OSHA reportable accidents	0	≤4	4	1	2	
Reduce the impact of accidents on employees and the District	Ave FTE lost time	0	≤0.5	0.25	2.21	1.35	Salary only
	Cost lost time	0	≤\$44,600	\$19,611	\$150,548	\$88,881	
	Ave FTE limited duty	0	≤0.5	0.15	1.62	0.8	
	Cost limited duty	0	≤\$22,300	\$6404	\$55,596	\$27,044	
	x-mod	NA	≤1.0	0.95	0.73	1.23	Annual measure
	Incidents of vehicle or equipment damage	4	≤2	2	5	1	3 vehicle accidents and 1 incident of equipment damage
Costs associate with vehicles or equipment	\$7265	≤\$5000	0	\$3,792	0	1 Vehicle accident claim, labor costs for equipment repair	

Table 1: Safety Objectives and Measures, continued

Objectives	Measures	FY 14 to Date	Annual Target	FY 13	FY 12	FY 11	Comments
Identify and correct poor practices and potential hazards	# Facility inspections	3	4	4	4	4	Pump stations, Plant, Admin Building
	% of areas of concern corrected within 45 days	90%	≥90%				All issues corrected within 60 days
	# management work site observations	240	≥266 /yr	332	340	377	
Implement industry best practices	# best practices site visits	1	≥2	2	3	3	CCC Sanitary District;; Central Marin visit planned for 4 th qtr
Communicate our commitment to safety	# GM communication on status of safety program & performance	5	≥4	7	4	7	3 e-mail messages; District-wide meeting; Safety Recognition Event
	# safety strategy reviews conducted by ET and EHSPM	5	6	6	6	6	
Increase employee awareness Educate employees in safe work practices	# of major safety training events offered	5	6	5	6	5	Confined Space Entry, Fall protection, Hazard Communication, CPR/FA, Lock-out/Tag-out
	% of targeted employees trained	95%	≥90%	97%	92%	99%	
	Positive Responses on Employee Safety survey	83%	≥75%	NA	NA	80%	Nov 2013

Green = met or exceeded target; or projected to meet annual target
Yellow = will not meet annual target *if trend continues*; needs attention
Red = Will not meet annual target by >10%; corrective action needed

Operational Excellence

The District is meeting targets for most operational excellence measures. Exceptions are explained below.

Total number of adverse impacts USD activities have on external customers: One new adverse impact was recorded this quarter, a complaint about capacity fees that could not be resolved without management intervention. Adverse impacts recorded earlier this year are six plant odor complaints (5 from one homeowner) and two claims one for vehicle damage and one for damage to a home during sewer cleaning..

Priority Non-ECB Expenditures and number of priority CIP projects completed: Five priority CIP projects have been completed so far this year, out of the target of eleven projects. Three projects are on schedule and two slightly behind schedule. One has been postponed until FY 15. It is anticipated that 10 of the 11 planned projects will be completed in FY 14. Non-ECB expenditures are also expected to increase significantly in the 4th quarter.

Number of adverse impacts on environment: One category 1 sanitary sewer overflow occurred in the first quarter of FY 14. 100% of the overflow was recovered and returned to the sanitary sewer.

Percentage of planned competency-based training milestones completed: Progress meeting training module milestones is behind schedule. Several new and updated training modules are under development and are projected to be completed by the end of this fiscal year.

Percentage of Timeline projects on schedule: Of the 37 priority timeline projects being tracked, 20 are on schedule, 5 are completed, 2 have not been started and 10 are behind schedule or have been postponed until next fiscal year.

See Table 2, Operational Excellence Objectives and Measures, for a full report.

See Table 3 for a list of public relations activities planned and completed in FY 14.

Table 2: Operational Excellence Objectives and Measures

Objectives	Measurements	FY 14 to Date	Annual Target	FY 13	FY 12	FY 11	Comments/ Progress
Stewardship: Demonstrate responsible stewardship of assets and the environment Be prepared for emergencies	Progress meeting public relation program goals: % qtrly milestones met	97%	≥90%	98%	111%	100%	See Table 3. By-pass pumping training; Alameda County Energy Table Top
	# emergency preparedness drills or training events	2	3	2	2	2	
Service: Provide reliable, high quality service	Total number of adverse impacts USD activities have on external customers	9	≤10	7	5	10	6 Plant odor complaints (from 1 homeowner), 2 claims, 1 fee complaint
	Response to Contact USD messages: % within 3 days	96%	≥90%				New measure for FY 14
	Response time to service calls: % within 1 hour	96%	≥95%	98%	97%	95%	
Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates Accurately project and control costs	ECB Expenditures, % of Board approved budgeted	69%	95-103%	97%	97%	96%	
	Priority Non-ECB Expenditures: % of budgeted	34%	80-110%	95%	82%	87%	Expenditures are expected to increase in 4 th qtr
	Residential Sewer Service Charges	12 th	<33 rd	12 th	15 th	15 th	
	# regional projects with financial benefit	2	≥2	4	2	2	Participation in BACC, Operator training
Asset Management: Manage and maintain assets and infrastructure	# critical asset failures; no negative impact	1	≤2	0	2	0	Primary effluent pump failure
	# failures with negative impact	0	0	0	0	0	
	# priority CIP projects completed	5	11	11	6	10	Several projects are scheduled for completion next quarter.

Objectives	Measurements	FY 14 to Date	Annual Target	FY 13	FY 12	FY 11	Comments/ Progress
Environmental Protection: Maintain our ability to meet current and future regulations Implement projects and programs that benefit the environment	# adverse impacts on environment	1	0	0	1	0	Cat 1 SSO, 1 st qtr
	# Category 2/3 overflows	3	≤10	93%	63%	89%	Definition changed July 2013
	# Regional projects with environmental benefit	2	≥2	2	2	2	Pollution Prevention Program activities, ACWD Water Conservation Program
Efficiency: Optimize processes; use technology effectively	See Timeline and Team Scorecards						
Planning: Plan for long-term financial, project and staffing needs	% of Timeline projects on schedule	73%	≥90%				New measure for FY 14
Employees: Maintain a highly competent, flexible workforce	% of planned competency-based training milestones completed	40%	≥90%	155%			Measure was modified beginning FY 13
	Percentage of coverage initiatives on schedule	100%					New measure; 27/27 projects on schedule
Labor Relations: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement	Total % of employees participating in District taskforces or committees	47%	45%-55%	52	50%	49%	Reported 2 nd and 4 th qtrs

Green = met or exceeded target; or projected to meet annual target
Yellow = will not meet annual target *if trend continues*; needs attention
Red = Will not meet annual target by >10%; corrective action needed
 White= No target identified

Table 3: Public Relations Activities FY 14

Project	Goal/Milestones	YTD
USD website	Update once a month; Progress on upgrade project	√
Press Releases	4 per year; post on web	√
Newsletter	October 2013	√
Community Outreach: 3-4 events/year	Earth Day Fair (4 th qtr)	
	Newark Days Fair	√
	Plant Tours as requested	√
	Outreach to 5 th grade teachers	√
	5 th grade presentations, 35+ /year	√
	Alameda County Science & Engineering Fair Judge	√
	Career Outreach/Fairs in Jr High or High School	
	Career outreach to colleges or other groups: BAYWORK, CWEA	√
	ROP/Solano College support	√
Business Outreach	Industrial Advisory Council meetings	√
	Green Business certification outreach 2x/yr	√
	Certificate of Merit Presentations (4 th qtr)	
Civic Outreach	Presentations to Fremont & Newark City Councils	√
Charity Events	3-4 events Back to School Sept 2013, Thanksgiving Food Drive, Holiday Gift Drive	√
CIP Public Meetings	Private Lateral Pilot	√



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

David M. O'Hara
Attorney

DATE: May 16, 2014

MEMO TO: Board of Directors – Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, TS Work Group Manager

SUBJECT: Agenda Item No. 5b - Meeting of May 27, 2014
Information Item: **Balanced Scorecard Report for the Technical Services (TS) Work Group**

Recommendation:

Information only

Background:

In the past two quarters, the Board has received reports from the Treatment and Disposal Work Group and the Collection Services Work Group on the status of their Balanced Scorecards. These two reports were based on the 'process scorecards' developed by the Operating Work Groups.

The Balanced Scorecard for the TS Work Group has a different look than the Operating Groups Scorecard. Each of the three teams in the TS Workgroup has a different focus, therefore, we have not developed a process scorecard. Instead, each team has developed its strategic objectives represented in their unique scorecards. Each team has selected three to four of its performance measures to present which are most representative of the objectives of that team. The complete scorecard (typically 6-10 measures) is available for the Board's review. A summary of measures is attached, with those presented being highlighted.

The TS Workgroup consists of three teams. Each team is briefly described below:

Capital Improvements Projects Team (CIP Team): The CIP Team is responsible for the implementation of the 10-year Capital Improvement Program. Some of the team's responsibilities are to: develop the projects scopes, develop contracts for consulting services; coordinate input from the operating groups; review plans, specifications and

reports; hold public information meetings; resolve disputes during construction; monitor contract status; review, negotiate and approve change orders; and ensure customer satisfaction at the completion of the projects. The team is also responsible for preparing in-house design and for providing construction management services for small projects.

The team measures are focused on internal and external customer satisfaction, management of District funds and successful quality control of capital projects.

Customer Service Team (CS Team): This team has a diverse group of responsibilities focused on meeting the needs of the District's commercial, residential and internal customers. The team's responsibilities include: conducting plan reviews, issuing permits to individuals and developers; construction inspection of new or repair of existing sewers on private property; administering the Sewer Service Charge billing program; collecting Capacity Fees from new developments; reviewing and responding to tri-city environmental planning documents; and responding to customer inquiries related to these responsibilities.

In addition, the CS Team is responsible for the reception area, mail distribution, maintenance of the workroom equipment, dispatching trouble calls received from customers; and assisting other work groups in providing public information via newsletters and press releases.

The team measures are focused on timely completion of plan reviews, dispatching trouble calls and collection of fees, providing quality construction inspection of sewer facilities and providing high-quality customer service to both external and internal customers.

Environmental Compliance Team (EC Team): This team is responsible for the implementation of the District's Industrial Pretreatment, Pollution Prevention, and Public Outreach Programs required as a part of our NPDES Permit, as well as for the \$297,200 contract with the City of Fremont for the Clean Water Program. Day-to-day duties of the team include semi-annual site inspections of the 95 permitted Class I and Class II industries; sampling of industrial discharges for compliance with user permit conditions; review of permit applications of new industries; education and training on industrial production and treatment processes; issuing groundwater discharge permits for site clean-up operations; enforcement of Ordinance 36 and other regulations; collection and preparation of information for capacity and sewer service charge fees; inspection of non-industrial commercial businesses; the restaurant FOG program; and a school outreach program.

The EC Team's measures are related to the protection of District workers, facilities and plant from potentially harmful discharges, compliance with Local, State, and Federal regulations and requirements, and developing constructive and professional relationships with our Industrial and Commercial customers.

Attached is an organizational chart of the TS Workgroup.

The balanced scorecards are presented in a format that shows each team's mission statement and three to four objectives, measures and conclusions. Staff will be available at the Board meeting and committee meetings to answer questions about the team scorecards.

Attachments: TS Organizational Chart
TS Teams' BSC Graphs
TS Teams' BSC Measures



Technical Services

Work Group Manager

Sami Ghossain

33

Capital Improvement Projects Team

Raymond Chau
Coach

8

- Andrew Baile
- Curtis Bosick
- Derek Chiu
- Chris Elliott
- Mohammad Ghoury
- Thomas Lam
- Chris Pachmayer
- Kristina Silva

Customer Service Team

Rollie Arbolante
Coach

11

- Al Bunyi
- Lilly DeMelo
- Tiffany Douglas (Casual EE)
- Mariela Espinosa
- Glen Ginochio
- Elliott Johnson
- Michelle Powell
- Carol Rice (Temp. EE)
- Ariel Teixeira
- Nancy Walker
- Engineering Technician I/II/III
(1 vacancy)*

Environmental Compliance Team

Michael Dunning
Coach

11

- Mike Auer
- Edda Marasigan
- Joe Mendoza
- Victor Padilla
- Alex Paredes
- Aaron Robles
- Adrienne Roletto
- Jose Soto
- Audrey Villanueva
- Jason Yeates
- *EC Inspector II/III
(1 vacancy)*

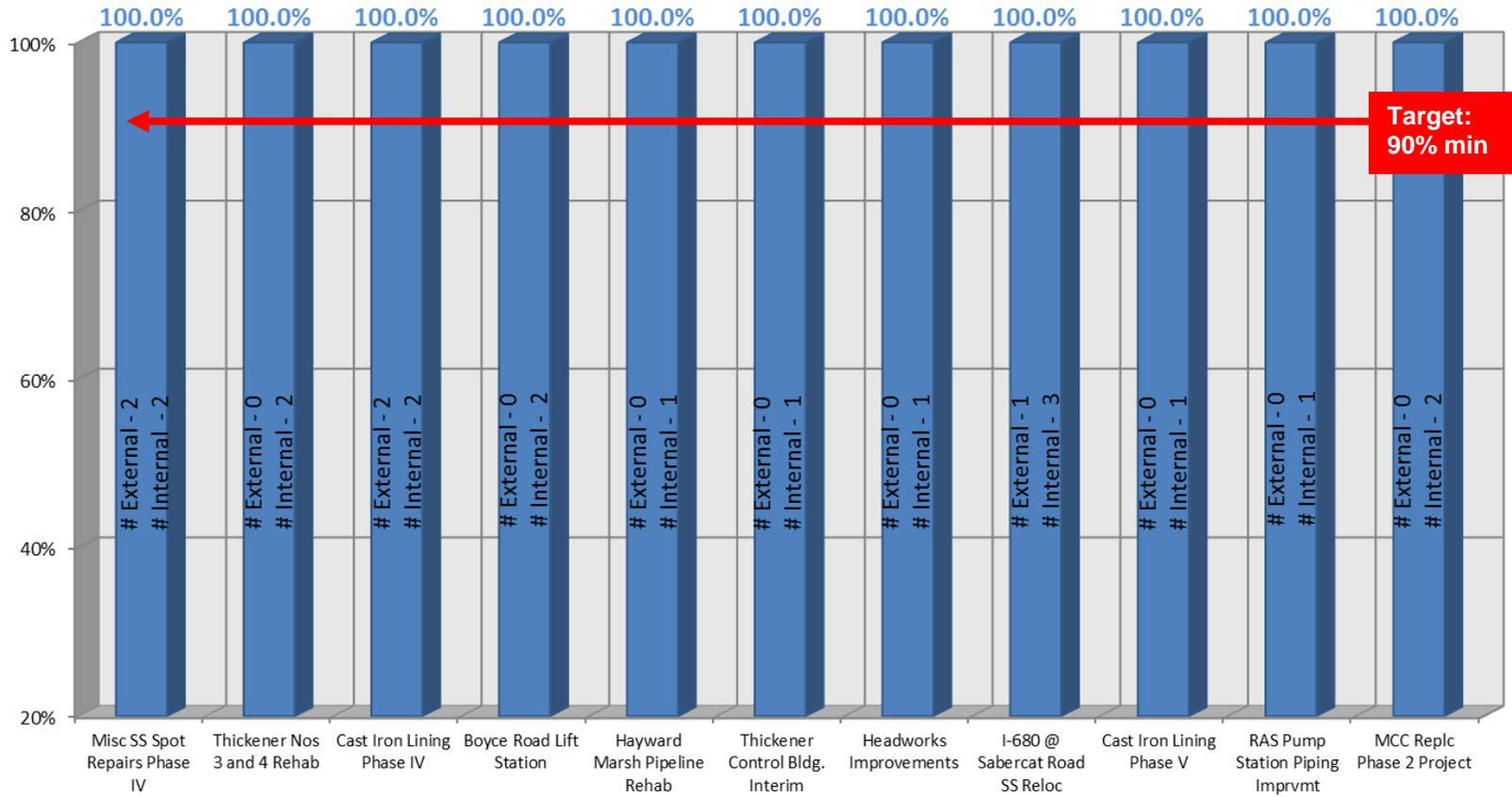
Capital Improvement Projects Team Balanced Scorecard—FY 14 May 2014

Mission Statement: The Capital Projects Team is committed to providing effective project management, engineering services, and administrative support for CIP projects and to our customers.

Objective: Deliver quality engineering projects by maximizing customer satisfaction on CIP projects

Measure: Individual project customer survey (operating groups and agencies) regarding communication and responsiveness of project managers (all projects)

Customer Perspective Surveys
Target 90%



Conclusion: This feedback assists the team in understanding and meeting the expectations of both its internal and external customers.

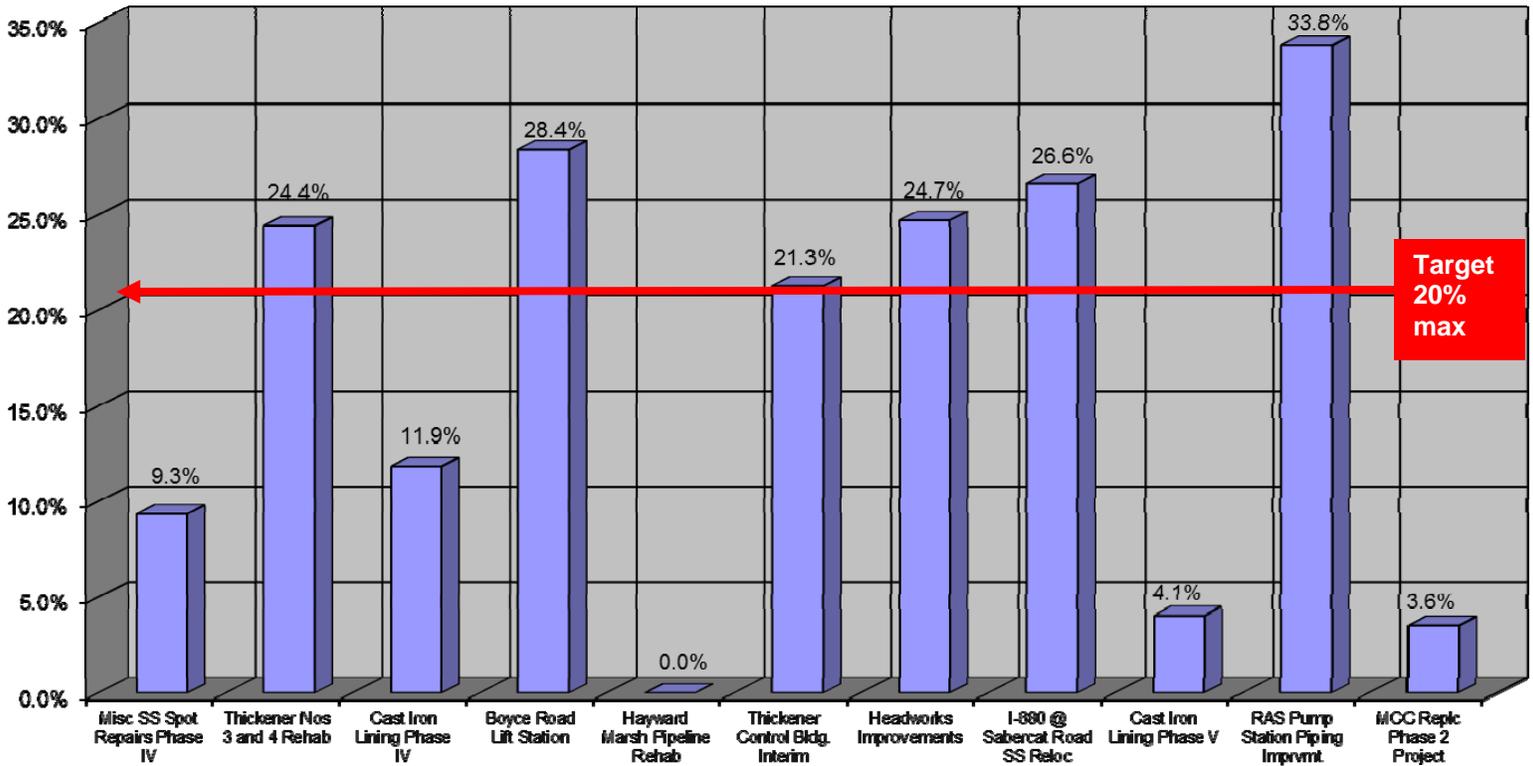
Capital Improvement Projects Team Balanced Scorecard—FY 14 May 2014

Mission Statement: The Capital Projects Team is committed to providing effective project management, engineering services, and administrative support for CIP projects and our customers.

Objective: Control cost through effective management of consultants and construction projects

Measure: % of design and construction management costs (final amounts) to construction cost (base bid amount plus change orders and claims)

■ % of Design and Const. Mgt to Const. Cost Target 20% Max.



Notes:

Thickener Nos 3 and 4 – The project had a long construction period to account for the thickener mechanism procurement. This longer construction period increased the construction management costs to oversee the contractor's activities.

Boyce Road – Consultant cost percentages exceeded the target mostly due to the unforeseen groundwater issue, which increased the amount of construction management and engineering services that were required to manage an extended construction period of almost 8 months. In addition, the bid amount for the Boyce Road Lift Station Project was 20% less than the engineer's estimate.

Thickener Control Bldg. Interim – Consultant cost percentages exceeded target due to use of consultant inspection services due to manpower shortage on CIP team.

Headworks Improvements – The project had a long construction period to account for the washer compactor and conveyor equipment procurement. This longer construction period increased the construction management costs to oversee the contractor's activities.

I-680 Sabercat Rd SS Reloc. – Consultant cost percentages exceeded target due to 47-day time extension for construction.

RAS Pump Station – The project had a long construction period to account for the construction sequence that limited the number of RAS pumps that can be removed from service at one time in order to replace the corroded piping at each pump. This longer construction period increased the construction management costs to oversee the contractor's activities, which also included a complicated RAS bypass piping system.

Conclusion: This data will help project managers better understand and control the effort required by consultants to design and manage the construction of CIP projects.

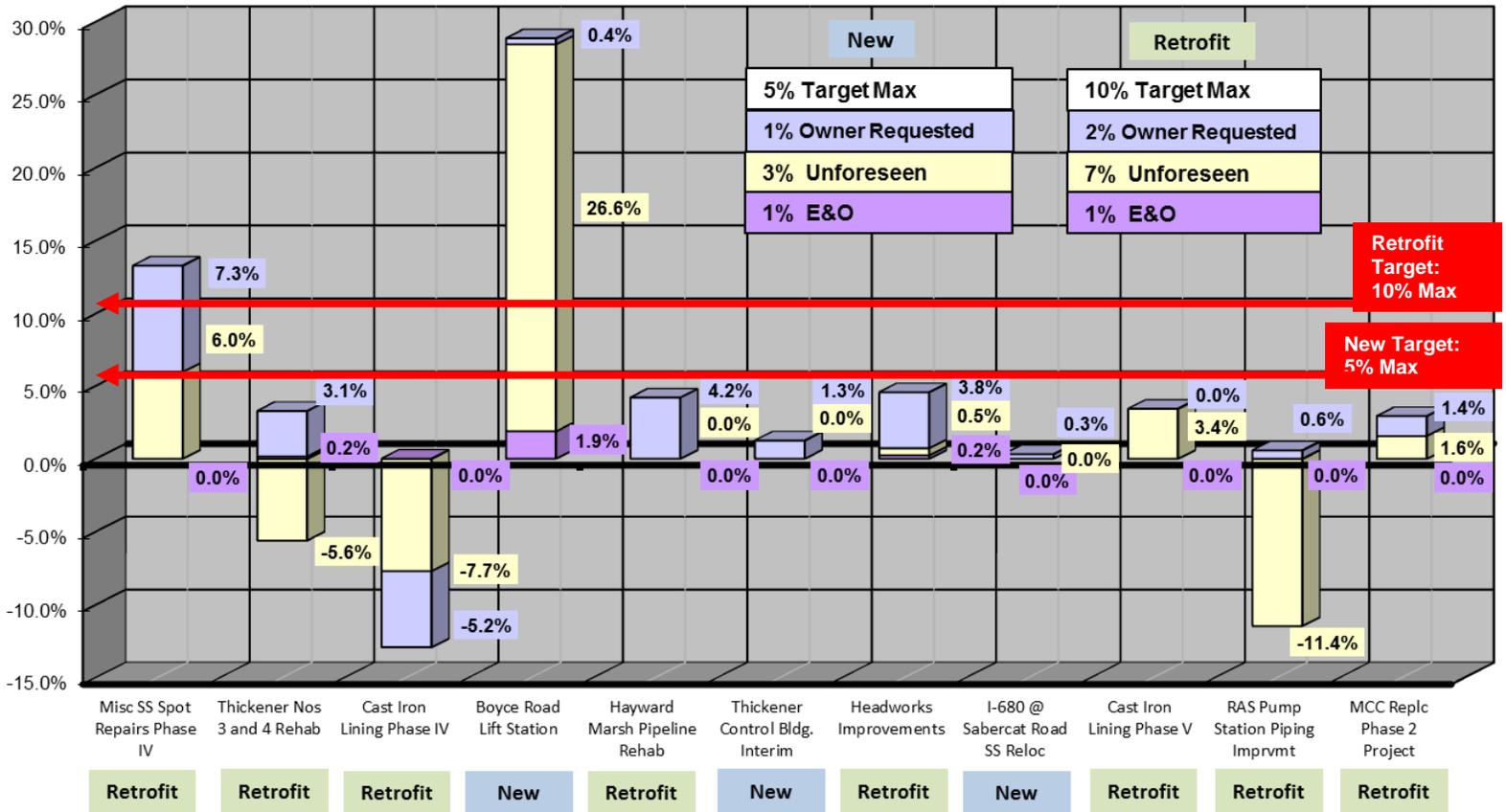
Capital Improvement Projects Team Balanced Scorecard—FY 14 May 2014

Mission Statement: The Capital Projects Team is committed to providing effective project management, engineering services, and administrative support for CIP projects and to our customers.

Objective: Control cost through effective management of consultants and construction projects

Measure: % of total contract change order amounts (Target is 5% max. for new const., 10% for retrofit) to construction cost (base bid amount)

% of Total Contract Change Orders to Construction Cost Attributable to Errors & Omissions, Unforeseen Field Conditions, and Owner Requested Changes



Notes:

- MSS Spot Repairs** – Owner Requested change order percentages exceeded target due to Collection Services requesting two additional repair sites be added to the project.
- Thickener Nos 3 and 4** – Owner Requested change order percentages exceeded target due to emergency repairs at the Odor Control Building in response to sodium hypochlorite leak.
- Boyce Road Lift Station** – Errors and Omissions change order percentages exceeded target due to the replacement of the flanged coupling adapters on the sewage piping. The unforeseen change order percentages exceeded target due to the total cost of 30 change orders related to the unforeseen groundwater issue.
- Hayward Marsh Pipeline** – Owner Requested change order percentages exceeded the target due to an 8-foot WEKO-SEAL sleeve repair in addition to the CIPP liner.
- Headworks Improvements** – Owner Requested change order percentages exceeded target due to precast hydrogen peroxide containment trenches that were added.

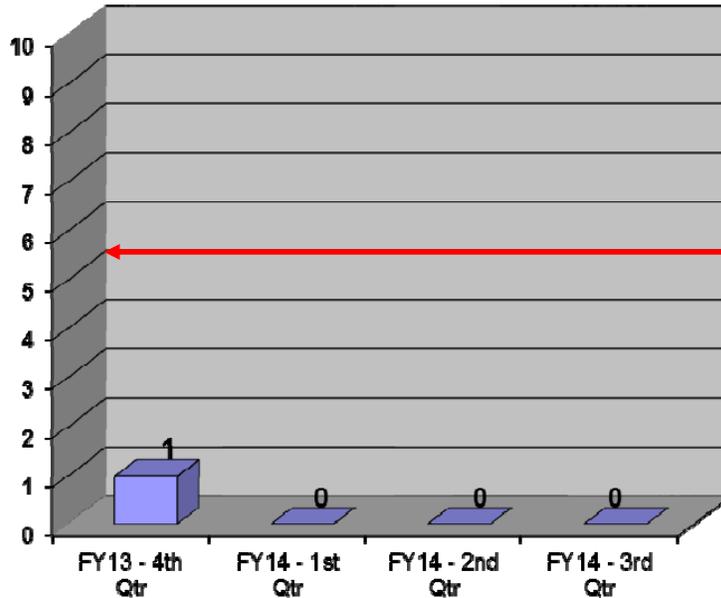
Conclusion: This data will assist staff in minimizing errors and omissions costs by improving quality control and by identifying potential problems during design.

Customer Service Team Balanced Scorecard—FY 14 May 2014

Mission Statement: To provide high quality service to customers in a courteous and efficient manner; to enforce the District's ordinances and specifications for sewer construction and repairs; to process sewer service charges for properties served by the District; and to provide reception, communication and resource services.

Objective: Timely and accurate collection of fees (SSC, Capacity, and Permit Fees)

Measure: Number and amount of refunds and invoices needed due to administrative oversight

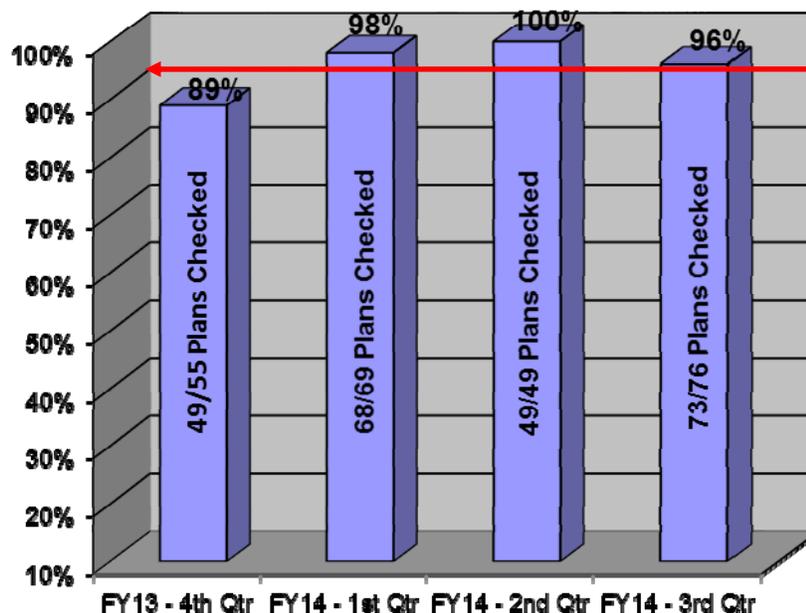


TARGET: Maximum of 5 refunds per year.

Conclusion: The Sewer Service Charge (SSC) database continues to be updated as information is received. Team members are meeting and exceeding the goal which is maximum of five refunds per year.

Objective: Timely plan checking

Measure: % plans checked within 10 working days



TARGET: Minimum 90% of Plans Checked within 10 Working Days

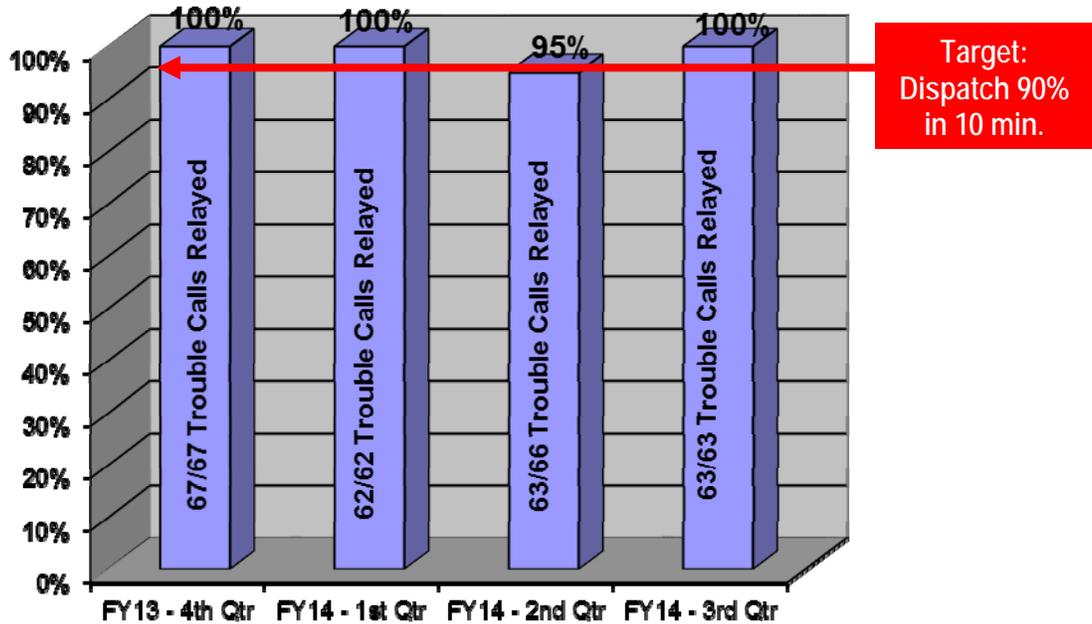
Conclusion: Team members met and exceeded the plan checking goals in the 1st, 2nd, and 3rd quarters of FY 14.

Customer Service Team
Balanced Scorecard—FY 14
May 2014

Mission Statement: To provide high quality service to customers in a courteous and efficient manner. To enforce the District's ordinances and specifications for sewer construction and repairs. To process sewer service charges for properties served by the District, and to provide reception, communication and resource services.

Objective: Timely dispatch of trouble calls and relay service requests

Measure: % of calls relayed within 10 minutes



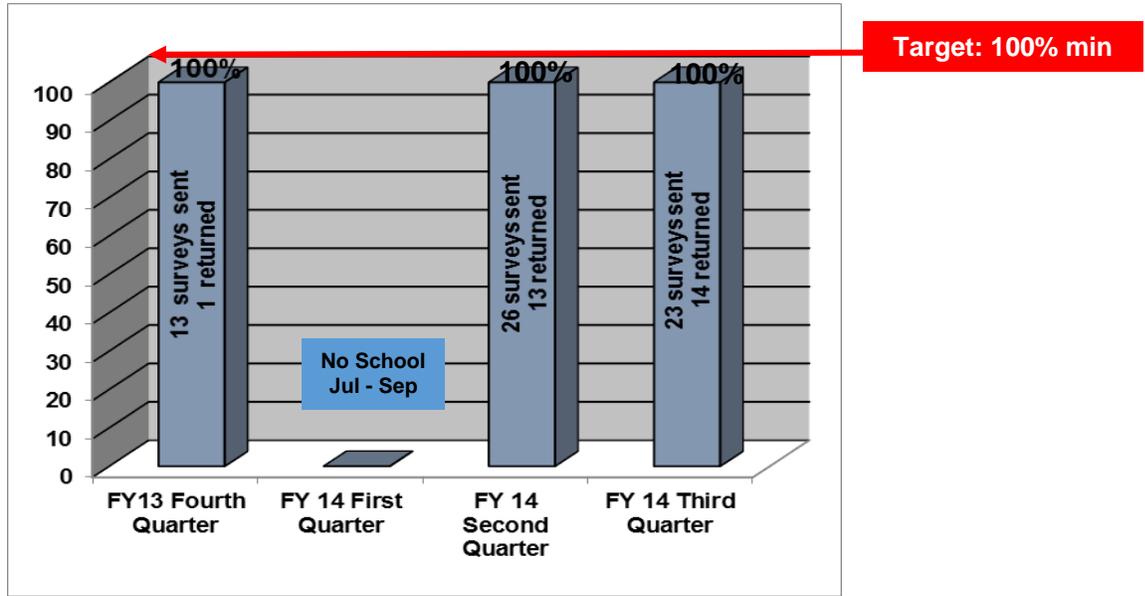
Conclusion: Front desk staff is continuing to dispatch trouble calls within 10 minutes of receiving a call.

Environmental Compliance Team Balanced Scorecard – FY14 May 2014

Mission Statement: To effectively and efficiently implement environmental protection and compliance programs; to protect District personnel and facilities, public safety, and the environment from deleterious discharges; to preserve resources for beneficial use and reuse; to be responsive to the needs of the District, business community, and the general public; and to provide innovation and leadership in the areas of pollution prevention and industrial and commercial environmental compliance.

Objective: Deliver quality public outreach programs

Measure: % positive responses from teacher surveys

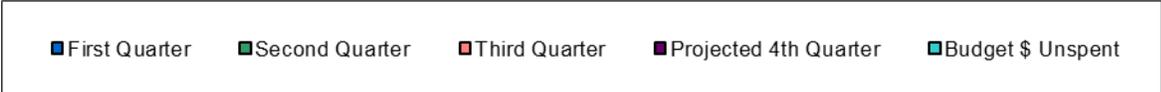
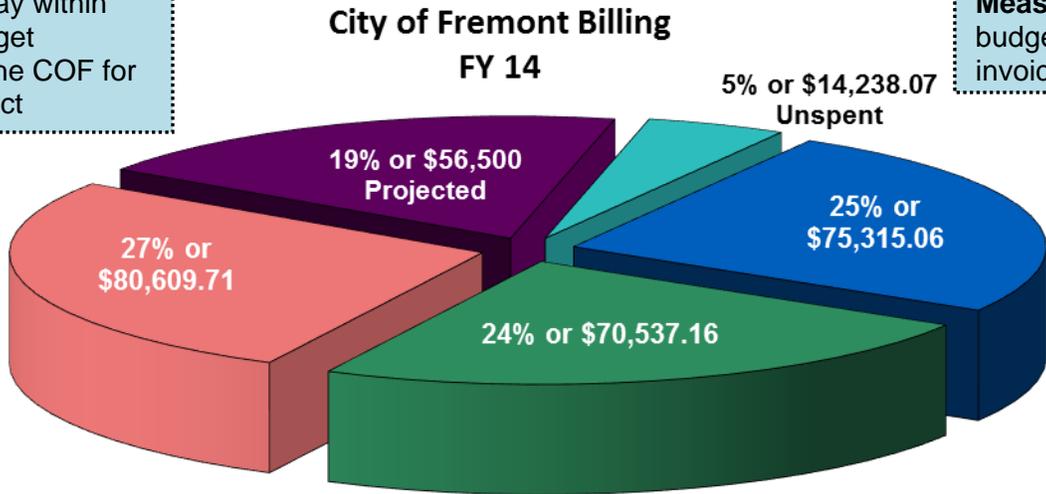


Conclusion: The team continues to provide quality public outreach programs in a professional manner with 100% positive feedback.

Objective: To stay within the line item budget negotiated with the COF for the 5-year contract

Measure: % of budget spent and invoiced

Target: to stay within 90% to 100% of annual budget

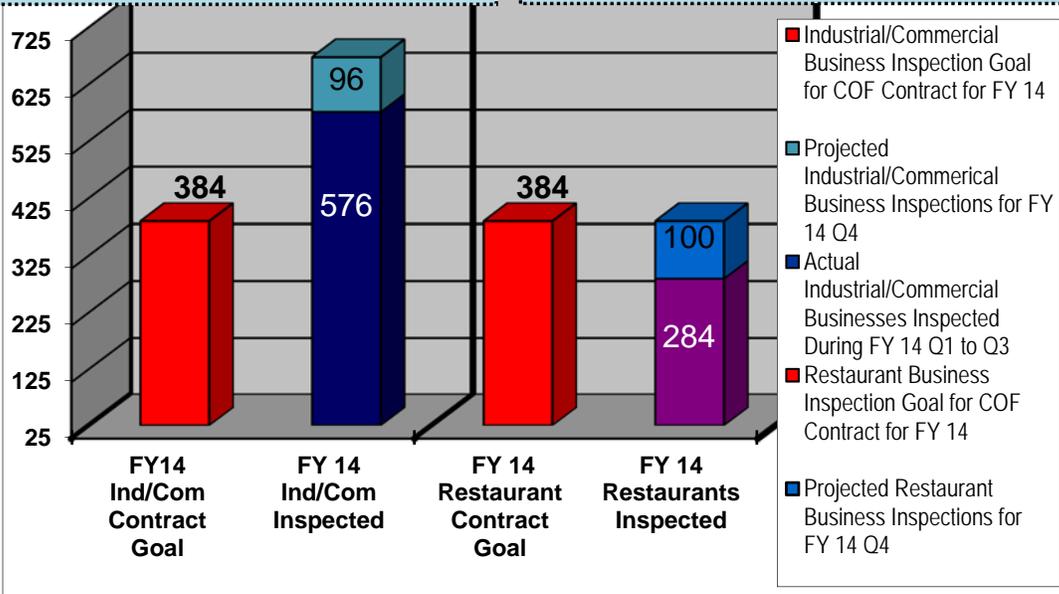


Conclusion: Projecting 95 % of annual budget to be used in FY 14

Environmental Compliance Team Balanced Scorecard—FY 14 May 2014

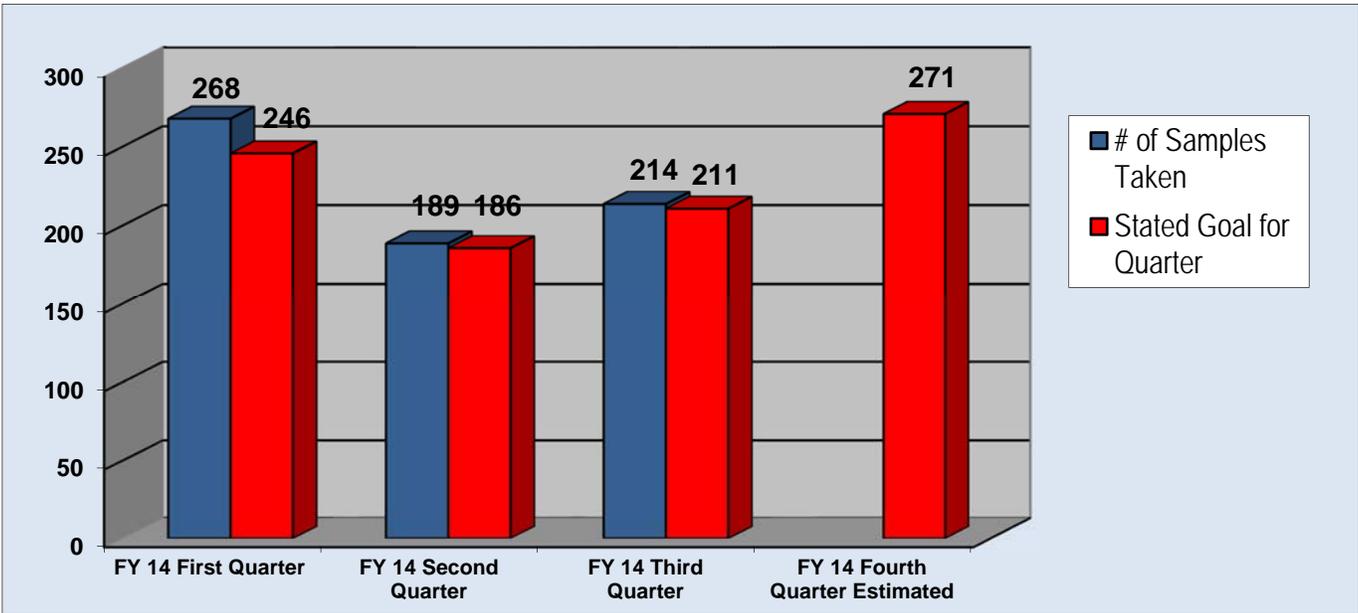
Mission Statement: To effectively and efficiently implement environmental protection and compliance programs; to protect District personnel and facilities, public safety, and the environment from deleterious discharges; to preserve resources for beneficial use and reuse; to be responsive to the needs of the District, business community, and the general public; and to provide innovation and leadership in the areas of pollution prevention and industrial and commercial environmental compliance.

Objective: Monitor compliance of Commercial Businesses
Measure: Inspection reports based on COF Business Plan (# of Industrial/Commercial & Restaurant inspections completed vs. goal)



Conclusion: Team is projected to meet or exceed the targeted goal for COF contract.

Objective: Monitor compliance of Industrial Businesses
Measure: Sampling events completed based on sampling plan



Conclusion: The team will continue to exceed goals for conducting sampling of industrial sites.

**Technical Support and Customer Service Work Group
Team Performance Measures Summary
Fiscal Year 2014**

Note Shaded measures are shown in graphs*

TEAM	OBJECTIVE	MEASURE
CIP	<u>Customer Perspective</u>	
	Deliver quality engineering projects by maximizing customer satisfaction on CIP Projects	Individual project customer survey (operating groups and agencies) regarding communication and responsiveness of project managers (all projects). Target: 90% min.
		Track number and nature of complaints from our external customers, track response time of complaints directed to USD.
	<u>Financial Perspective</u>	
	Control cost through effective management of consultants and construction projects.	% of design and construction management costs (final amounts) to construction cost (base bid amount plus change orders and claims). Target: 20%
	% of total contract change order amounts Target is 5% max. for new const., 10% for retrofit to construction cost (base bid amount). Percentage of Change Orders shall be separated by the following three categories: <u>Errors and omissions</u> – Target 1% max. for new const. and retrofit, <u>Unforeseen field conditions</u> – Target 3% max. for new const.7% for retrofit, <u>Owner requested changes</u> – Target 1% max. for new const.2% for retrofit.	
<u>Internal Processes</u>		
Maintain communication and education so that there are clearer and more realistic project expectations between Operating Groups and CIP	Internal customers survey (operating groups) regarding communication and responsiveness of project managers (all projects) Target: 90% min.	
	Quality review and coordination of studies, master plans, and construction documents	Percentage of construction cost (base bid amount) attributable to Contract Change Order amounts due to errors and omissions Target 1%
<u>Employee Growth and Development Perspective</u>		
Be aware of industry trends to implement efficient and cost effective technologies	# of ideas (training, informational, educational, technological) shared at team meetings – Target 6 ideas shared/year.	

**Technical Support and Customer Service Work Group
Team Performance Measures Summary
Fiscal Year 2014**

Note Shaded measures are shown in graphs*

TEAM	OBJECTIVE	MEASURE
Customer Service	<u>Customer Perspective</u> Provide professional, courteous and timely services to internal and external customers	% positive responses on customer feedback surveys
	<u>Financial Perspective</u> Timely and accurate collection of fees (SSC, Capacity, and Permit Fees)	Number and amount of refunds and invoices issued due to administrative oversight
	<u>Internal Processes</u> Timely Plan Checking	% plans checked within 10 working days
	Accurate Plan checking and inspection	# of problems reported within one year of approval
	Timely dispatch of trouble calls	% calls relayed within 10 minutes (SLA)
	<u>Employee Growth and Development Perspective</u> Enhance employee skills (computer, new technology, updated regulations, cross-training, etc.)	Number of team members who have attended at least one outside training event (not including mandatory training)

**Technical Support and Customer Service Work Group
Team Performance Measures Summary
Fiscal Year 2014**

Note Shaded measures are shown in graphs*

TEAM	OBJECTIVE	MEASURE
Environmental Compliance	<u>Customer Perspective</u> Provide services in a professional manner with appropriate level of policy enforcement balanced by providing technical information, advice and regulatory requirements.	% of comments from customers during annual evaluation process that indicate fair and professional behavior and responsiveness % positive responses to customer service survey
	Deliver quality Public Outreach Programs	Achieve the P2 Report Goal (40% of 119 classrooms = 48 presentations)
		% of positive comments from teachers
	<u>Financial Perspective</u> Invoice appropriate fees for recovery of cost from enforcement actions.	% of violating industrial users invoiced
	Stay within City of Fremont contract line item budget	% of budget spent and invoiced
	<u>Internal Processes</u> Ensure Industrial and Commercial violations are appropriately addressed	% of violations addressed with corrective measures to achieve compliance with all ordinances.
	Monitor compliance of industrial and commercial businesses	% of inspection reports based on COF business plan
		Sampling events completed based on sampling plan
	<u>Employee Growth and Development Perspective</u> Complete mandatory training	Average percentage of training completed
	Transfer knowledge from external committees and conferences	% of info shared based on number of committees and conferences (info, materials)



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 20, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 5c - Meeting of May 27, 2014
Information Item: **General Manager's Monthly Operations & Investment Report**

Recommendation

Information

Background

The following reports from the General Manager's office are attached:

- General Manager's Summary for April 2014
- Odor Report
- Odor Report Map
- Financial and Investment Reports

Staff will be available to provide additional information and answer questions.

GENERAL MANAGER'S SUMMARY

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

ODOR COMPLAINTS: There were no odor complaints during the period.

SAFETY: There were no accidents or injuries during the month. USD received information that our X-Mod has increased to 1.16 due to new medical costs associated with older claims.

FINANCIAL: The following activities occurred:

- USD staff and consultant Raftellis held the kick-off meeting for the Sewer Service Charge study.
- USD received payment from the County of \$19,804,826 for the second installment of Sewer Service Charge revenue.
- Staff and the Board conducted the annual Budget Workshop for FY15.

COLLECTION SYSTEM: There were no spills for the month of April. Collections held a 2nd safety summit to discuss progress and future efforts.

PLANT OPERATIONS: A new pilot scale project using the "Anitamox" process for removal of ammonia was set up in the Centrifuge Building. Students from Laney College toured the plant.

PROJECTS:

- Work continued on the lateral inspection program in Fremont and Newark.
- A workshop was held with RMC Consultants for the Hayward Marsh Rehabilitation Study to present scope and costs for the baseline project to fully restore the Marsh.
- USD staff presented information to visitors to our booth at the Earth Day fair.
- The \$10 million Sludge Thickener Building Rehab project is out for bid.

STAFFING & PERSONNEL:

- Hiring interviews were held for the new Quality Coordinator who will be taking Donna's Wies' place this summer when she retires.
- The T&D group initiated the recruitment for a Process Engineer for the Plant.
- Over 160 people applied for the opening for Utility Worker in the FMC group.

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

- GM made a presentation to the Newark City Council to update them on USD activities.
- Attended CASA Public Policy Forum in Sacramento and met with USD area legislators.
- Participated in CASA State Legislative Committee.
- Participated in USD Outreach Program Workshop with Board of Directors.
- Met with General Manager of ACWD.
- The recruitment for the new General Manager was initiated by Ralph Anderson and Associates, executive search firm.



ODOR REPORT April 2014

During the recording period from April 01, 2014 through April 30, 2014, there were no odor related service requests received by the District.



Legend

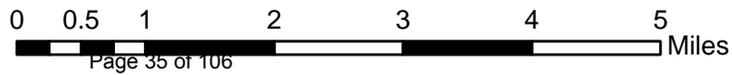
Odor Complaints: April 2014

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

Odor Complaints: May 2013 to Mar. 2014

- ★ Odor found, USD resolved (9)
- Odor found, not related to USD (8)
- ▲ No odor found (19)

**Location of Odor Reports
May 2013 to April 2014**



BUDGET AND FINANCE REPORT

FY 2014

Year-to-date as of 4/30/14

83% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/13
Capacity Fees	\$2,300,000	\$2,328,319	101%	\$2,864,810
Sewer Service Charges	44,887,853	42,720,828	95%	42,389,872
Operating	765,000	805,126	105%	820,386
Interest	321,000	330,633	103%	618,348
Misc. (incl. LAVWMA pymnt, PG&E rebates)	289,500	245,251	85%	343,415
Subtotal Revenues	\$48,563,353	\$46,430,157	96%	\$47,036,831
SRF Loan Proceeds (Prim Clarif. Boyce)	1,000,000	2,424,739	242%	4,118,084
Total Revenues + SRF Proceeds	\$49,563,353	\$48,854,896	99%	\$51,154,915

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Prog.				
Capacity Projects	\$5,220,000	\$4,611,066	88%	\$2,738,698
Renewal & Repl. Projects	12,285,000	12,253,353	100%	11,696,467
Operating	32,100,356	24,602,057	77%	29,414,193
Non-ECB	869,500	381,376	44%	701,075
Retiree Medical (Annual Required Contribution)	462,852	347,139	75%	445,724
Vehicle & Equipment	1,089,734	744,165	68%	589,238
Information Systems	1,101,990	707,267	64%	657,050
Plant & Pump Station R&R	250,000	197,237	79%	174,553
Pretreatment Fund	7,000	3,495	50%	6,137
County Fee for Sewer Service Charge Admin.	106,000	105,559	100%	105,251
Debt Servicing:				
SRF Loans (Irv., Wilw, LHH, Plant, Cedar, NPS, Sub1)	4,678,000	2,716,046	58%	4,086,647
Total Expenses	\$58,170,432	\$46,668,760	80%	\$50,615,034
Total Revenue & Proceeds less Expenses	(\$8,607,079)	\$2,186,136		\$539,882

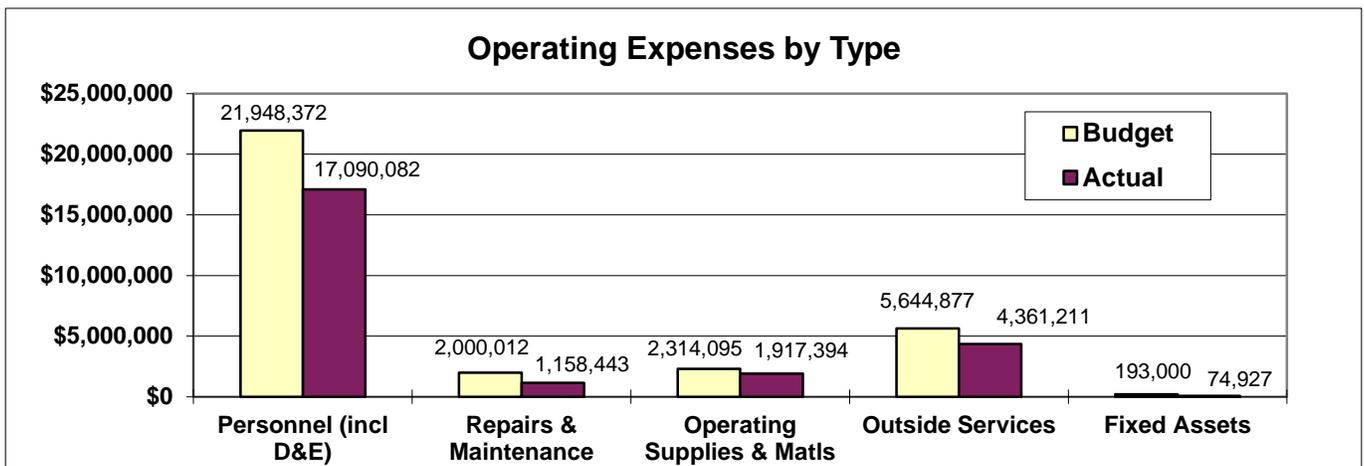
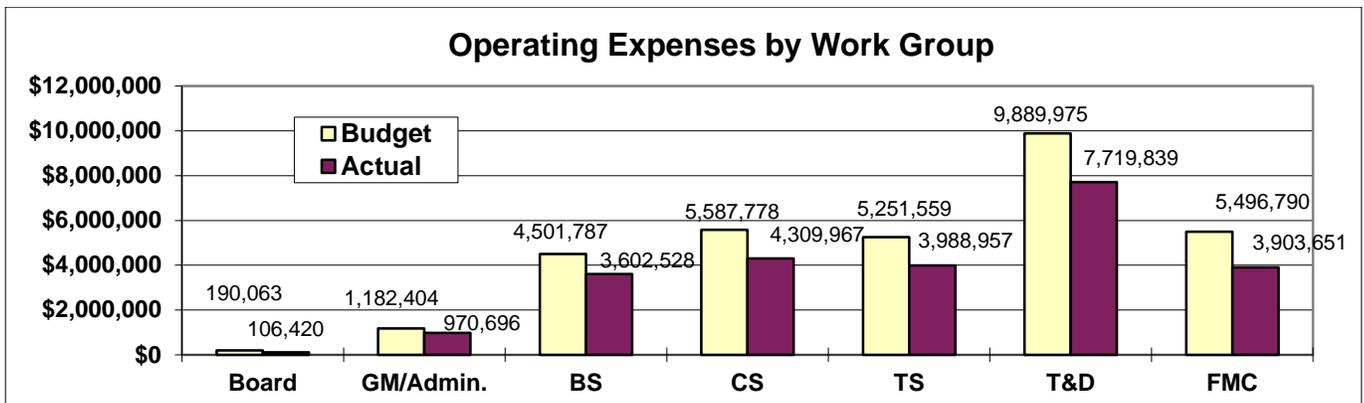
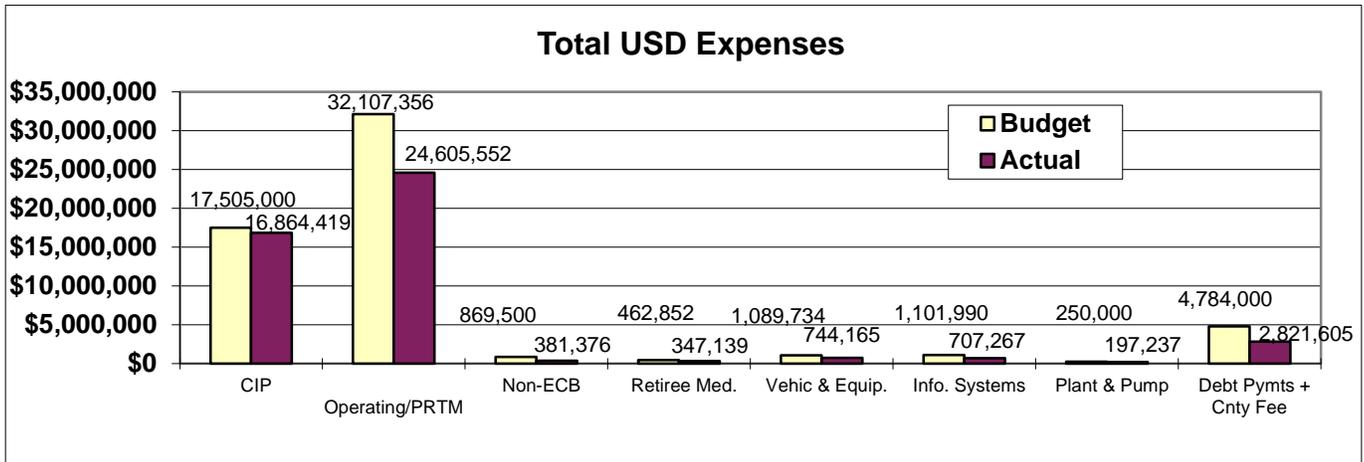
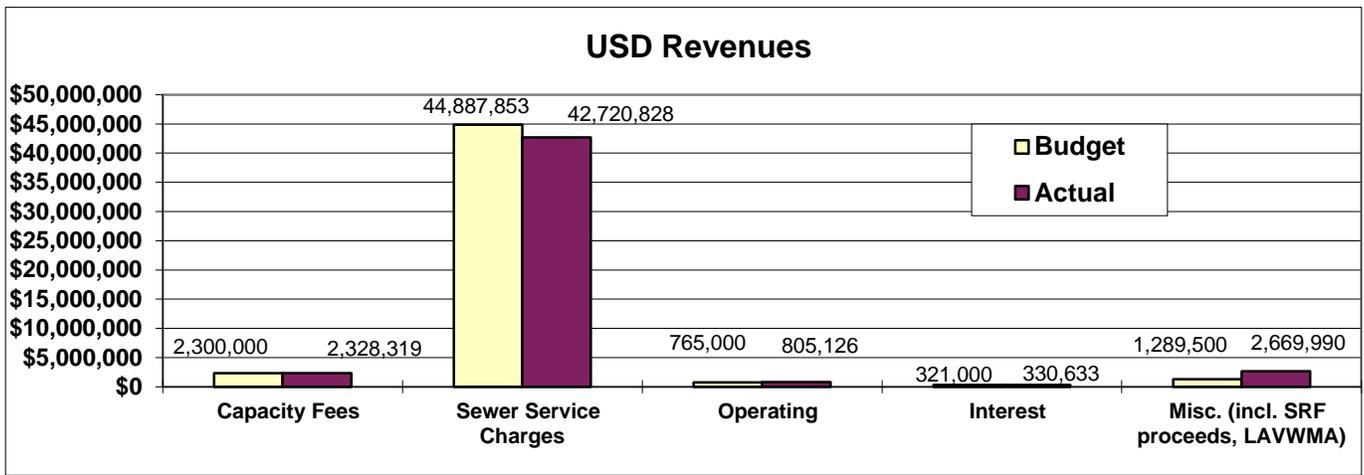
Gross Operating Expenses by Work Group

	Budget	Actual	% of Budget Used	Last Year Actuals
Board of Directors	\$190,063	\$106,420	56%	\$156,099
General Manager/Admin.	1,182,404	970,696	82%	835,685
Business Services	4,501,787	3,602,528	80%	4,171,426
Collection Services	5,587,778	4,309,967	77%	5,304,088
Technical Services	5,251,559	3,988,957	76%	4,908,778
Treatment & Disposal Services	9,889,975	7,719,839	78%	9,168,756
Fabrication, Maint. & Construction	5,496,790	3,903,651	71%	4,869,362
Total	\$32,100,356	\$24,602,057	77%	\$29,414,193

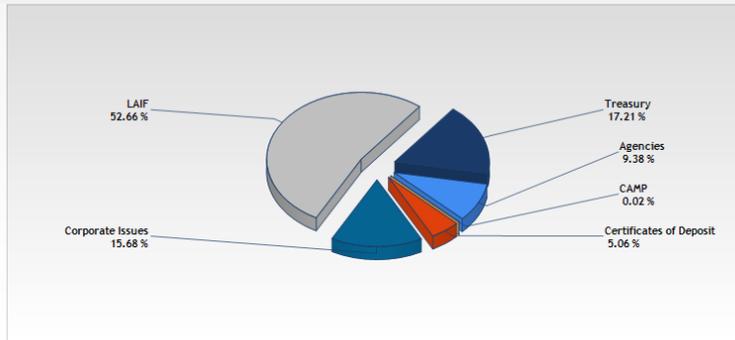
Operating Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$21,948,372	\$17,090,082	78% (85%)*	\$20,190,171
Repairs & Maintenance	2,000,012	1,158,443	58%	1,826,148
Supplies & Matls (chemicals, small tools)	2,314,095	1,917,394	83%	2,304,201
Outside Services (utilities, biosolids, legal)	5,644,877	4,361,211	77%	5,091,924
Fixed Assets	193,000	74,927	39%	1,750
Total	\$32,100,356	\$24,602,057	77%	\$29,414,193

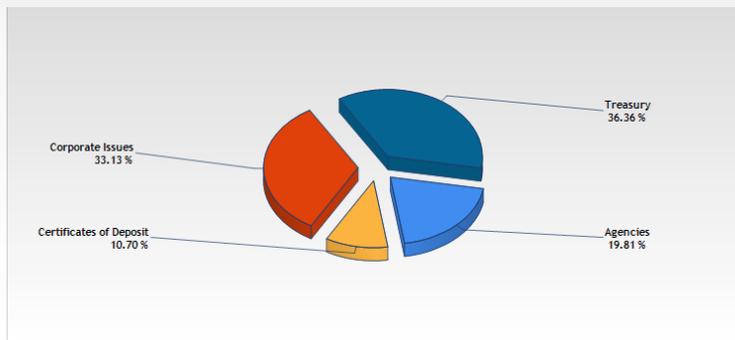
* Personnel Budget Target



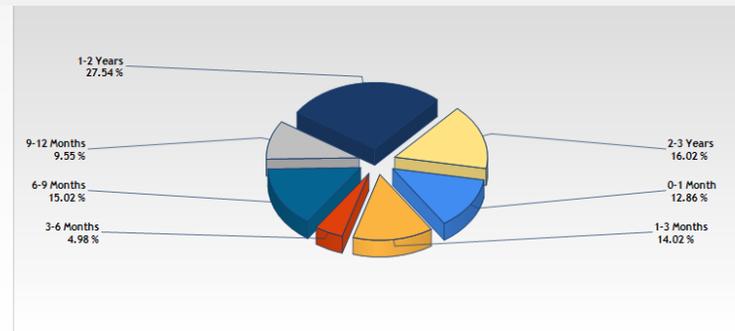
All Portfolio Holdings Distribution by Asset Class



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	3,170,000.00	0.467	3,204,775.64	15	12.86	3,171,114.59	3,170,676.72	0.04
1-3 Months	3,495,000.00	0.465	3,493,626.67	61	14.02	3,495,887.46	3,494,446.24	0.17
3-6 Months	1,245,000.00	0.764	1,241,850.00	123	4.98	1,244,560.54	1,243,705.00	0.33
6-9 Months	3,720,000.00	0.477	3,742,294.00	218	15.02	3,737,586.22	3,730,908.75	0.59
9-12 Months	2,240,000.00	0.889	2,379,630.00	308	9.55	2,313,881.99	2,305,525.48	0.83
1-2 Years	6,785,000.00	0.456	6,860,131.60	555	27.54	6,848,844.41	6,841,837.45	1.51
2-3 Years	4,000,000.00	0.523	3,990,900.00	761	16.02	3,993,020.00	3,992,091.72	2.07
Total / Average	24,655,000.00	0.529	24,913,207.91	354	100	24,804,895.21	24,779,191.36	0.96

Union Sanitary District
Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
Portfolio/Report Group: All Portfolios
As of 4/30/2014

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
Agencies											
FHLB 0.4 6/27/2014	313379N47	Moodys-Aaa	6/6/2012	2,000,000.00	1,999,980.00	0.400	2,001,000.00	0.401		6/27/2014	3.80
FHLMC 0.5 6/20/2016-14	3134G4N38	Moodys-Aaa	12/20/2013	1,000,000.00	1,000,000.00	0.500	999,560.00	0.500	6/20/2014	6/20/2016	1.90
FNMA 0.5 3/30/2016	3135GOVA8	Moodys-Aaa	1/24/2014	1,000,000.00	1,000,750.00	0.500	1,001,220.00	0.465		3/30/2016	1.90
FNMA 1 5/16/2014-11	31398A6A5	Moodys-Aaa	3/21/2012	925,000.00	934,795.64	1.000	925,351.50	0.505		5/16/2014	1.78
Sub Total / Average				4,925,000.00	4,935,525.64	0.554	4,927,131.50	0.453			9.38
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	9,787.77	9,787.77	0.050	9,787.77	0.050	N/A	N/A	0.02
Sub Total / Average				9,787.77	9,787.77	0.050	9,787.77	0.050			0.02
Certificates of Deposit											
Ally Bank 0.75 5/16/2014	02005QF24	None	5/16/2012	245,000.00	245,000.00	0.750	245,063.09	0.750		5/16/2014	0.47
Apple Bank 0.55 6/6/2014	037830LH7	None	6/6/2012	250,000.00	250,000.00	0.550	250,097.52	0.550		6/6/2014	0.47
Bank of Baroda NY US 0.4 1/22/2015	06062AFE4	None	1/22/2014	240,000.00	240,000.00	0.400	240,105.86	0.400		1/22/2015	0.46
Bank of India NY 0.5 7/2/2014	06278CLN3	None	12/31/2013	245,000.00	245,000.00	0.500	245,132.74	0.500		7/2/2014	0.47
BMW Bank North America 0.5 3/14/2016	05568P6V4	None	3/31/2014	240,000.00	239,760.00	0.500	239,859.22	0.552		3/14/2016	0.46
Discover Bank 0.5 6/11/2015	254671D72	None	12/24/2013	240,000.00	239,918.40	0.500	240,094.37	0.523		6/11/2015	0.46
GE Capital Bank 0.4 10/17/2014	36163CFX3	None	10/18/2013	245,000.00	245,000.00	0.400	245,161.14	0.400		10/17/2014	0.47
GE Capital Retail Bank 0.95 3/16/2015	36157PAU3	None	1/2/2013	240,000.00	240,000.00	0.950	241,141.99	0.950		3/16/2015	0.46

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
Goldman Sachs Bank 0.75 11/14/2014	38143AU78	None	11/30/2012	240,000.00	240,000.00	0.750	240,610.18	0.750		11/14/2014	0.46
Merrick Bank 0.5 6/30/2015	5912Y5Y9	None	12/30/2013	240,000.00	240,000.00	0.500	240,079.27	0.500		6/30/2015	0.46
Sallie Mae Bank 0.75 11/14/2014	795450QK4	None	11/30/2012	240,000.00	240,000.00	0.750	240,610.18	0.750		11/14/2014	0.46
Sub Total / Average				2,665,000.00	2,664,678.40	0.595	2,667,955.56	0.602			5.06

Corporate Issues

General Electric Capital Corp 1.625 7/2/2015	36962G5Z3	Moodys-A1	3/31/2014	1,000,000.00	1,014,530.00	1.625	1,013,350.00	0.460		7/2/2015	1.93
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	1,012,900.00	0.590		1/9/2015	1.94
General Electric Capital Corp 2.375 6/30/2015	36962G5F7	Moodys-A1	11/30/2012	500,000.00	517,745.00	2.375	511,005.00	0.980		6/30/2015	0.98
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	1,037,740.00	0.750		3/4/2015	2.01
ING US Funding 0.28 7/10/2014	4497W1GA8	Moodys-A1	1/17/2014	1,000,000.00	998,646.67	0.280	999,657.20	0.563		7/10/2014	1.90
International Business Machs 0.45 5/6/2016	459200HL8	Moodys-AA3	11/26/2013	1,000,000.00	996,840.00	0.450	996,660.00	0.580		5/6/2016	1.89
JP Morgan Chase 4.75 3/1/2015	46625HCE8	Moodys-A3	1/2/2013	1,000,000.00	1,079,800.00	4.750	1,035,000.00	1.012		3/1/2015	2.05
Natixis US Finance Co 0.426 8/19/2014	6323A1HK5	Moodys-A1	11/22/2013	1,000,000.00	996,850.00	0.426	999,399.40	0.853		8/19/2014	1.89
Well Fargo Bank 0.75 7/20/2015	94985H5F7	Moodys-AA3	3/31/2014	565,000.00	567,418.20	0.750	566,915.35	0.420		7/20/2015	1.08
Sub Total / Average				8,065,000.00	8,253,329.87	2.054	8,172,626.95	0.690			15.68

LAIF

LAIF LGIP	LGIP1002	None	4/30/2011	27,721,923.14	27,721,923.14	0.233	27,721,923.14	0.233	N/A	N/A	52.66
Sub Total / Average				27,721,923.14	27,721,923.14	0.233	27,721,923.14	0.233			52.66

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
T-Bond 0.25 5/16/2016	912828VC1	Moodys-Aaa	1/24/2014	1,000,000.00	994,530.00	0.250	996,250.00	0.488		5/16/2016	1.89
T-Note 0.375 11/15/2014	912828RQ5	Moodys-Aaa	5/25/2012	2,000,000.00	2,000,624.00	0.375	2,003,360.00	0.362		11/15/2014	3.80
T-Note 0.375 2/15/2016	912828UM0	Moodys-Aaa	1/24/2014	1,000,000.00	999,530.00	0.375	1,000,781.20	0.398		2/15/2016	1.90
T-Note 0.5 6/15/2016	912828VG2	Moodys-Aaa	3/27/2014	1,000,000.00	999,530.00	0.500	1,000,550.00	0.521		6/15/2016	1.90
T-Note 1 5/15/2014	912828QM5	Moodys-Aaa	3/21/2012	2,000,000.00	2,024,980.00	1.000	2,000,700.00	0.416		5/15/2014	3.85
T-Note 1.375 11/30/2015	912828PJ3	Moodys-Aaa	12/20/2013	2,000,000.00	2,040,480.00	1.375	2,035,540.00	0.330		11/30/2015	3.88
Sub Total / Average				9,000,000.00	9,059,674.00	0.740	9,037,181.20	0.402			17.21
Total / Average				52,386,710.91	52,644,918.82	0.654	52,536,606.12	0.373			100

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 4/1/2014 To 4/30/2014

<u>Description</u>	<u>CUSIP/Ticker</u>	<u>Face Amount/Shares</u>	<u>Principal</u>	<u>Interest/Dividends</u>	<u>Coupon Rate</u>	<u>YTM @ Cost</u>	<u>Settlement Date</u>	<u>Total</u>
DEPOSIT								
CAMP LGIP	LGIP4000	0.37	0.37	0.00		0.000	4/30/2014	0.37
LAIF LGIP	LGIP1002	10,842.87	10,842.87	0.00		0.000	4/15/2014	10,842.87
LAIF LGIP	LGIP1002	19,000,000.00	19,000,000.00	0.00		0.000	4/15/2014	19,000,000.00
Sub Total / Average		19,010,843.24	19,010,843.24	0.00				19,010,843.24
INTEREST								
CAMP LGIP	LGIP4000	0.00	0.00	0.37		0.000	4/30/2014	0.37
LAIF LGIP	LGIP1002	0.00	0.00	10,842.87		0.000	4/15/2014	10,842.87
Merrick Bank 0.5 6/30/2015	5912Y5Y9	0.00	0.00	101.92	0.500	0.000	4/28/2014	101.92
Sub Total / Average		0.00	0.00	10,945.16				10,945.16
WITHDRAW								
LAIF LGIP	LGIP1002	700,000.00	700,000.00	0.00		0.000	4/4/2014	700,000.00
LAIF LGIP	LGIP1002	400,000.00	400,000.00	0.00		0.000	4/9/2014	400,000.00
LAIF LGIP	LGIP1002	1,300,000.00	1,300,000.00	0.00		0.000	4/25/2014	1,300,000.00
Sub Total / Average		2,400,000.00	2,400,000.00	0.00				2,400,000.00

New Haven Unified School District

UNION CITY • SOUTH HAYWARD • (510) 471-1100

34200 ALVARADO NILES ROAD • UNION CITY • CA 94587

BOARD OF EDUCATION

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INTERIM CO-SUPERINTENDENTS

Arlando Smith
Akur Varadarajan



May 6, 2014

Union Sanitary District
5072 Benson Road
Union City, CA 94587

Dear Sir or Madam:

On behalf of the New Haven Unified School District Board of Education, I would like to thank you for your donation of eight HP Printers and two Dell Servers to the New Haven Unified School District. We greatly appreciate your generosity.

This donation is an indication of your support and commitment to excellence in education and we thank you again for your efforts.

Sincerely,

A handwritten signature in black ink, appearing to be "Jonas Dino", with a long horizontal line extending to the right.

Jonas Dino, President
Board of Education

EBDA Commission Meeting
Thursday, May 15, 2014
9:30 a.m.

- Commissioners Diaz, Peixoto, Johnson, Handley and Prola were all present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes from April 17, 2014; the List of Disbursements for April 2014; and the Treasurer's Report for April 2014.
- The General Manager presented an overview of the nutrient watershed permit that becomes effective July 1. EBDA will participate in the BACWA regional effort that will focus on defining the nutrient problem and identifying solutions, recommending appropriate nutrient loading limits for the NPDES program, and integrating a bay-wide strategy for nutrient management. The GM mentioned the Anitamox pilot at USD and the ecotone slope project at OLSD as examples of efforts being made by member agencies.
- The Commission unanimously approved the reports from the Regulatory Affairs, Operation & Maintenance, Financial Management, Personnel, and Management Advisory Committees (MAC is information only). The following items were discussed:
 - The MAC discussed the development of design standards for EBDA pump stations. The June 19, 2014 EBDA Commission meeting will be held at the City of Hayward Treatment Plant following a tour of the Russell City Energy Facility at 9:00 a.m.
 - The Regulatory Affairs committee noted that all of the EBDA facilities continued to perform well in March and April.
 - The O&M Committee discussed the 100% design documents for replacement of the Variable Frequency Drives at the Alvarado Effluent Pump Station. Staff requested Carollo Engineers to develop a proposal for assessing the purpose and functionality of an air relief on the HEPS discharge header.
 - The Financial Management Committee reviewed third quarter expenses. Overall, member agency expenses are under budget approximately \$300k due to the very dry winter, reimbursement of legal fees by USD and delayed spending on special projects. The Commission adopted the proposed FY15 budget. Contributions to the R&R fund remain unchanged at \$400k. EBDA is working with the Hayward Area Recreation District (HARD) to develop a multi-year plan ensuring that recycled water will be revenue neutral. The GM is investigating the use of 3-year Certificates of Deposit to increase returns for a portion of EBDA's capital savings.
 - The Personnel Committee discussed revisions to the Personnel Policy including new language about incidental personal use of the telephone and voicemail systems. The Commission approved the policy and authorized the GM to include a Retirement Health Savings plan into the O&M Managers contract in October.
 - The Commission Chair rotation was unanimously approved. Tom Handley will serve as Chair in FY15 with Ron Dias as Vice Chair.



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: May 19, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Curtis Bosick, Associate Engineer

SUBJECT: Agenda Item No. 9 - Meeting of May 27, 2014
Awarding the Construction Contract for the Thickener Control Building Improvements Project to GSE Construction Company, Inc.

Recommendation

Staff recommends the Board award the construction contract for the Thickener Control Building Improvements Project (Project) to GSE Construction Company, Inc. (GSE) in the amount of \$9,990,050.

Funds for the project have been budgeted in the Renewal and Replacement Fund and Capacity Fund as Project No. 800-394.

Background

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

The scum and sludge pumps, valves, weir gates, and various electrical components inside the control building were installed at various times during the 1970s, 1980s and 1990s and need to be replaced due to age, obsolescence, and/or maintenance problems. With each project, the control building became more congested and difficult to operate and maintain. Additionally, the power and control systems for the Thickener Control Building and Heating and Mixing Buildings (HMB) Nos. 1-3 are antiquated and no longer meet current building codes.

Project Scope

Carollo Engineers completed the Project's final design in January 2014. The Project's major elements are as follows:

- Demolition of existing Thickener Control Building, including scum pits and flow splitter structure.
- Construction of new Thickener Control Structure with built-in utility trenches.
- Installation of three new progressing cavity sludge pumps, two grinder pumps, and two flow meters with associated piping and instrumentation.
- Construction of new Thickener Electrical Building adjacent to the existing Paint Shop Building. This includes replacing and relocating power and PLC controls from Thickener Control Building and Heating & Mixing Building (HMB) No. 3 to the new electrical building.
- Conversion of the existing gas booster room at HMB No. 1 for use as an electrical room. This includes structural and HVAC improvements, as well as replacing and relocating power and PLC controls from HMB Nos. 1 and 2 to the new electrical room within HMB No. 1.
- Installation of new Thickened Primary Sludge yard piping from the Thickener Control Building to HMB Nos. 1, 2 and 3.
- Replacement of obsolete Primary Scum Pumps Nos. 1-4 at Sludge Pump Room Nos. 1 and 3.
- Replacement of PLC 20 at HMB No. 4.

Bid Results

Staff advertised the Project for bids on January 15, 2014. Staff received and opened three (3) bids on April 22, 2014. The bid results are summarized in the table below and shown in further detail in the attached Table 1.

Contractor	Total Base Bid Plus Bid Alternates A, B and D
GSE Construction Company, Inc. Livermore, CA	\$10,065,050
Anderson Pacific Engineering Construction, Inc. Santa Clara, CA	\$10,443,000
Monterey Mechanical Oakland, CA	\$10,595,000

Two of the three bids came in below the Engineer's Estimate of \$10.5 million. GSE was the apparent low bidder with a bid of \$10,065,050, which is 4% below the Engineer's Estimate.

Staff reviewed GSE's bid and determined it to be the lowest responsive and responsible bid, which GSE has verified and confirmed. GSE is a General Engineering Class A licensed contractor who has successfully constructed numerous projects in the San Francisco Bay Area. They have also constructed projects for the District including the Boyce Road Lift Station Project, Irvington Equalization Storage Facilities Project, Plant Hot Water Piping Project, and Newark Pump Station Upgrade Project.

Bid Alternates

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

Bid Alternate A provides the cost for the contractor to procure builder's risk insurance coverage. Builder's risk insurance is a special type of property insurance that indemnifies against the loss of or damage to a building under construction. GSE submitted a bid amount of \$18,000 for this insurance. Staff recommends including this bid alternate in the construction contract.

Bid Alternate B provides the cost for the contractor to procure insurance coverage for any damage to the contractor's work caused by acts of God, which include earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves. GSE submitted a bid amount of \$75,000 for this insurance, which is 56% higher than either of the other two bids. Staff believes that this amount to be excessive and recommends that this bid alternate is not included in the construction contract.

Bid Alternate C provides for a unit cost to dispose of excavated soils that are classified as hazardous. GSE submitted a cost of \$350 per cubic yard, which will be valid for the construction period.

Bid Alternate D provides the cost for the contractor to replace the existing thickened primary sludge polyvinyl chloride (PVC) pipes and fittings with glass-lined ductile iron pipes and fittings. Staff is currently monitoring the thickened primary sludge processes to determine if the existing PVC pipes and fittings will need to be replaced; however, this bid alternate was included in the interim to obtain competitive pricing for the work. If included in the construction contract, the District reserved the right to delete Bid

Alternate D within eight months without causing a change in the other bid items or alternates. Additionally, if deleted, any monies awarded for this Bid Alternate shall be deducted from the Contract Price by Change Order. GSE submitted a bid amount of \$217,000 for this work. Staff believes this amount to be reasonable and recommends including this bid alternate in the construction contract.

Staff's recommendation includes awarding Bid Alternates A and D, while not awarding Bid Alternate B.

State Revolving Fund

On January 30, 2014, the State Water Resources Control Board (SWRCB) issued staff the fully executed Finance Agreement for the Project's SRF financial assistance application. The financial assistance will provide funding up to \$12,200,000, which includes the construction contract amount of \$9,990,050 and allowances for consultant fees and staff administration costs of \$2,209,950.

Staff will submit disbursement requests to the SWRCB on a monthly basis after processing payments to the contractor and consultants. Disbursement Request No. 1 was approved on April 10th for the amount of \$776,599, which covers the Project's planning and design costs.

Construction

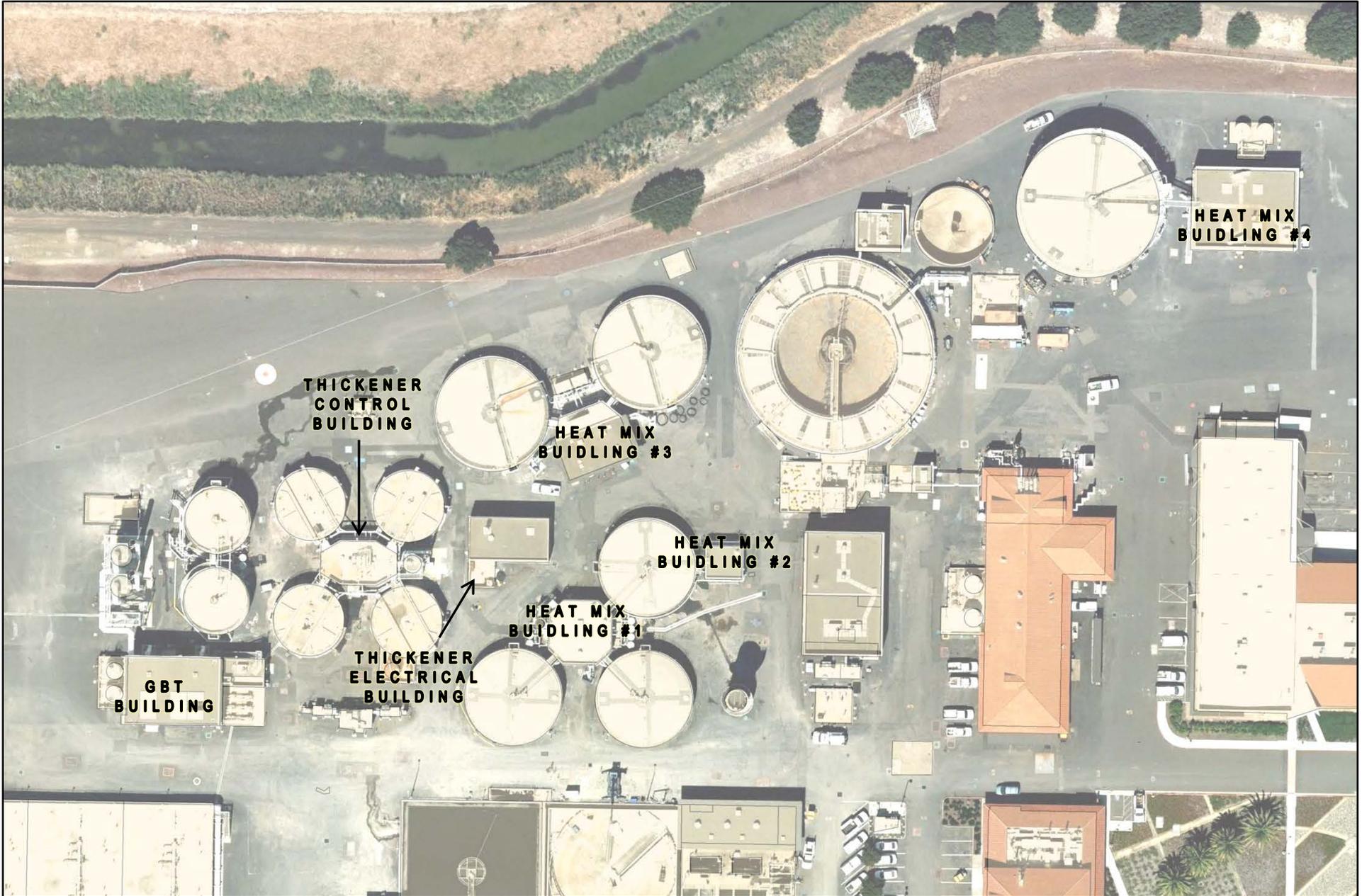
The Project's construction period will be seven hundred ninety (790) calendar days with an estimated completion of all project elements by September 2016. The Covello Group will provide construction management services.

Staff recommends the Board award the construction contract for the Thickener Control Building Improvements Project to GSE Construction Company, Inc. in the amount of \$9,990,050.

RBC/SEG/RC/CB;ks

Attachments: Figure 1
Table 1 – Bid Tabulation
Contractor Agreement

FIGURE 1 – THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT



**Table 1
Bid Tabulation**

Thickener Control Building Improvements Project
 Bid Tabulation
 Bid Opening: 2:00 pm, April 22, 2014
 Engineer's Estimate: \$10.5 million

Bid Item No.	Bid Item	Unit	Estimated Quantity	GSE Construction (Livermore, CA)	Anderson Pacific Engr (Santa Clara, CA)	Monterey Mechanical (Oakland, CA)
				Total Bid Price	Total Bid Price	Total Bid Price
1	Completion of all Work included as part of Contract Documents for Project No. 800-394, except as specified under items 2 through 7, for the amount of:	LS	1	\$8,834,000	\$9,415,000	\$9,595,000
2	Pre-negotiated amount for progressing cavity pumps	LS	1	\$249,140	\$249,140	\$249,140
3	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$315,000	\$59,950	\$250,000
4	Differing Site Conditions (Allowance)	T&M	1	\$40,000	\$40,000	\$40,000
5	Pre-negotiated amount for programming services	LS	1	\$266,910	\$266,910	\$266,910
6	Field investigation and removal of existing wires (Allowance)	T&M	1	\$30,000	\$30,000	\$30,000
7	Temporary power and signal conductors and installations (Allowance)	T&M	1	\$20,000	\$20,000	\$20,000
Total Base Bid				\$9,755,050	\$10,081,000	\$10,451,050
Bid Alternate A	Builder's Risk Insurance	LS	1	\$18,000	\$56,000	\$16,000
Bid Alternate B	Act of God Insurance	LS	1	\$75,000	\$36,000	\$48,000
Bid Alternate C	Disposal of excavated soils classified as hazardous waste	CY	1	\$350	\$400	\$400
Bid Alternate D	Replace existing PVC pipes and fittings with Glass-lined Ductile Iron	LS	1	\$217,000.00	\$270,000.00	\$79,950.00
Total Contract Price				\$10,065,050	\$10,443,000	\$10,595,000
Percent (Under)/Over Engineer's Estimate				-4.1%	-0.5%	0.9%

AGREEMENT FOR THE CONSTRUCTION OF

Thickener Control Building Improvements Project

Project No. 800-394

THIS AGREEMENT, made and concluded, in duplicate, this ___ day of May, 2014, between the UNION SANITARY DISTRICT ("District"), Union City, California, and GSE CONSTRUCTION COMPANY, INC. ("Contractor"), License No. 401498.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Thickener Control Building Improvements Project (800-394)** 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 Nine Million Nine Hundred Ninety Thousand Fifty Dollars (\$9,990,050.00) computed in accordance with Contractor's accepted proposal dated April 22, 2014, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: A and D. 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 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.

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 May, 2014.

GSE CONSTRUCTION COMPANY, INC.

By: _____

Orlando Gutierrez
President

Address: 6950 Preston Avenue, Livermore, CA 94551

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



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: May 19, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Curtis Bosick, Associate Engineer

SUBJECT: Agenda Item No. 10 - Meeting of May 27, 2014
Authorizing the General Manager to Execute Task Order No. 3 with Carollo Engineers for Providing Engineering Services During Construction of the Thickener Control Building Improvements Project

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Carollo Engineers in the amount of \$469,287 for providing engineering services during construction of the Thickener Control Building Improvements Project (Project). The project has been budgeted in the Capacity and the Renewal and Replacement Fund as Project No. 800-394.

Background

On September 24, 2012, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers for the final design of the Thickener Control Building Improvements Project. Carollo Engineers completed the Project's final design in January 2014. The Project's major elements are as follows:

- Demolition of existing Thickener Control Building, including scum pits and flow splitter structure.
- Construction of new Thickener Control Structure with built-in utility trenches.
- Installation of three new progressing cavity sludge pumps, two grinder pumps, and two flow meters with associated piping and instrumentation.
- Construction of new Thickener Electrical Building adjacent to the existing Paint Shop Building. This includes replacing and relocating power and PLC controls

from Thickener Control Building and Heating & Mixing Building (HMB) No. 3 to the new electrical building.

- Conversion of the existing gas booster room at HMB No. 1 for use as an electrical room. This includes structural and HVAC improvements, as well as replacing and relocating power and PLC controls from HMB Nos. 1 and 2 to the new electrical room within HMB No. 1.
- Installation of new Thickened Primary Sludge yard piping from the Thickener Control Building to HMB Nos. 1, 2 and 3.
- Replacement of obsolete Primary Scum Pumps Nos. 1-4 at Sludge Pump Room Nos. 1 and 3.
- Replacement of PLC 20 at HMB No. 4.

The bid opening for the Project took place on April 22, 2014. GSE Construction Company, Inc. was the apparent low bidder and the anticipated construction contract amount is \$9,990,050. Pending award by the Board, staff anticipates the issuance of the Notice to Proceed in June, 2014.

Task Order No. 3 – Engineering Services during Construction

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

Task	Task Description	Amount
1	Conformed Bid Documents	\$19,886
2	Submittal Review	\$159,013
3	Requests for Information (RFI)	\$52,232
4	Clarification Memoranda	\$29,317
5	Informal RFIs	\$99,547
6	Meetings	\$17,390
7	Site Visits	\$26,105
8	Additional Electrical Tasks	\$31,416
9	Project Management	\$34,381
Task Order Not to Exceed Amount		\$469,287

The Project will have a substantial number of equipment and materials submittals that will require Carollo to review for conformance with the design documents. The submittals for the Thickener Control Building and its components are expected to be very complicated and will require more time to review than would a typical submittal. The amount of Task 2 reflects Carollo’s level of effort in reviewing the contractor’s submittals.

The Project will require the contractor to demolish and construct a new Thickener Control Structure. This will include the contractor having to bypass and reroute all existing piping, odor control and electrical components prior to demolition. Due to the complexity of the work, the contractor is expected to submit RFIs that would require Carollo to clarify the design documents or to interpret the design intent of particular project elements. Carollo could also initiate a clarification of the design documents by issuing Clarification Memoranda to the contractor. The amounts of Tasks 3 through 5 reflect Carollo’s estimated level of effort in responding to RFIs and issuing clarification memoranda.

The Task Order’s total not-to-exceed amount is 4.7% of the construction contract amount. For a project of this size and scope, staff expects the fee to be in the range of 4.5% to 5%. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of two recent projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Newark Pump Station Upgrade Project	\$681,359	\$10,051,210	6.8%
Primary Clarifier Rehabilitation Project	\$340,000	\$7,748,468	4.4%

The total amounts for the Project’s agreement with Carollo are summarized in the table below:

Description	Amount
Task Order No. 1 – Preliminary Design	\$48,839
Task Order No. 2 – Final Design	\$706,800
Proposed Task Order No. 3 – Engineering Services During Construction	\$469,287
Total for this Agreement	\$1,224,926

Staff is currently reviewing an amendment to Task Order No. 2 for additional final design services. The Task Order not-to-exceed amount is expected to be under \$100,000 in value.

Agenda Item No. 10
Meeting of May 27, 2014
Page 4

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Carollo Engineers in the amount of \$469,287 for providing engineering services during construction of the Thickener Control Building Improvements Project.

RBC/SEG/RC/CB;ks

Attachment: Task Order No. 3

**THICKENER CONTROL BUILDING
IMPROVEMENTS PROJECT PHASE II
800-394**

TASK ORDER NO. 3

**UNION SANITARY DISTRICT
AND
CAROLLO ENGINEERS, INC.**

ENGINEERING SERVICES DURING CONSTRUCTION

This Task Order No. 3 is issued by the Union Sanitary District (District) and accepted by Carollo Engineers, Inc. (Engineer), pursuant to the mutual promises, covenants, and conditions contained in the Agreement between the above named parties dated the 5th day of April 2012, associated with the Thickener Control Building Improvements Project Phase II(Project).

PURPOSE

The purpose of this Task Order is to provide engineering services during construction for the Project.

PROJECT COORDINATION

All work related to this Task Order shall be coordinated through the District's Project Manager, Curtis Bosick.

KEY PERSONNEL

Engineer's personnel assigned for this Task Order shall consist of the following individuals:

Bob Hoffman	Vice President/Project Manager
Rob Hunt	Project Engineer
Anir Bhagwat	Assistant Project Engineer

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

ENGINEER'S SCOPE OF SERVICES

Engineering support services during construction are based upon the District providing on-site third party construction management (Construction Manager) with full-time on-site personnel for contract administration, coordination, materials testing, inspection, and technical construction representation throughout the entire estimated construction period. Services are also based upon the Construction Manager's use of a web-based construction management database system with access available to Engineer to allow a singular location for documentation.

Engineer will provide the following specific services.

TASK 1.0 – PREPARATION OF CONFORMED BID DOCUMENTS

Engineer will prepare conformed documents, incorporating changes made in addenda to the Original bid documents. Original Specifications will be edited to include text from the issued

addenda. Original drawings will be annotated with changes from issued addenda and not redrafted.

TASK 2.0 – SUBMITTAL REVIEW

There will be the following division of submittal review responsibility between Construction Manager and Engineer.

Administrative Submittals: The Construction Manager shall review and provide response to all administrative submittals as generally listed in Section 01340-1.1 of the Contract Document. Copies of these submittals to the Engineer are for information purposes only.

Shop Drawing Submittals: Engineer will review and provide response to shop drawing submittals as described in the technical specifications of the Contract Documents on an as requested basis.

Quality Control Submittals: The Construction Manager shall review and provide response to all quality control submittals as described in the Contract Documents, except Engineer will review and provide response to mechanical and electrical testing procedures and testing results. Copies of all other quality control submittals to the Engineer are for information purposes only. Construction Manager shall also be responsible for all testing indicated in the Contract Documents to be performed by an entity other than the Contractor.

Temporary Construction Submittals: Construction Manager shall review and provide response to all temporary construction submittals including temporary piping, supports, electrical, and controls. Copies of these submittals to the Engineer are for information purposes only.

Submittals

Engineer will respond to requests for submittal review on an as requested basis. Engineer will provide written review comments on a review comment sheet and post the review comment sheet on the web-based construction management database system. Engineer will complete review of submittal, provide comments, and post review comment sheet typically within twenty-one (21) calendar days for normal submittals, after Engineer's receipt of submittal. If for any reason the review cannot be completed within this period, Engineer will notify Construction Manager and provide reason for delay prior to the end of the specified period.

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

Engineer's submittal review is to determine general compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his full responsibility for performance as required by the Contract Documents.

Engineer's budget allowance is based on reviewing ninety (90) submittals at an average review time of eight (8) hours per submittal.

TASK 3.0 – REQUEST FOR INFORMATION

Engineer will respond to formal requests for information (RFIs) on an as requested basis. Engineer will provide a written response on a response sheet and post the response sheet on

the web-based construction management database system. Engineer will complete review of RFI, provide response, and post response within seven (7) calendar days after Engineer's receipt of RFI. If for any reason the response cannot be completed within this period, Engineer will notify Construction Manager and provide reason for delay prior to the end of the specified period.

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

Engineer's budget allowance is based on reviewing sixty (60) RFIs at an average review time of four (4) hours per RFI.

TASK 4.0 – CLARIFICATION MEMORANDA

Engineer will issue Clarification Memoranda when deemed necessary by the Engineer and on an as requested basis. Engineer will provide a written clarification on a Clarification Memorandum (including specifications, sketches, or other information as necessary) and post the Clarification Memorandum on the web-based construction management database system.

Clarification Memoranda will be issued to clarify Contract Documents when necessary, or in the event that modifications to the Contract Documents are desired by the District. Clarification Memoranda will also be prepared to assist the Construction Manager with the preparation of Contract Change Order requests.

Engineer's budget allowance is based on preparing eight (8) Clarification Memoranda at an average of sixteen (16) hours per Clarification Memorandum.

TASK 5.0 – INFORMAL REQUESTS FOR INFORMATION

Engineer will respond to Construction Manager's informal requests for information, including verbal, email, and telephone correspondence with Construction Manager.

Engineer's budget allowance is based on an average of sixteen (16) hours of informal correspondence per month for duration of twenty-six (26) months.

TASK 6.0 – MEETINGS

Engineer will have personnel attend construction meetings on a routine basis throughout the duration of the Project. The Construction Manager will facilitate all meetings and provide meeting minutes.

Engineer's budget allowance is based on the Engineer attending eight (8) construction meetings at an average of four (4) hours each.

TASK 7.0 – SITE VISITS

Engineer shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, including specialty site visits (civil, structural, architectural, mechanical, electrical, and instrumentation). Engineer shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. Nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor or safety precautions and programs incident to the Work. Furthermore, Engineer shall not be held

responsible for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing work. Engineer will provide opinions and observations to the Construction Manager and/or District regarding general compliance with the Contract Documents for improvements that are observed by the Engineer at the time of Engineer's site visits.

Engineer's budget allowance is based on eight (8) site visits by the Engineer at an average of four (4) hours per site visit.

TASK 8.0 – ADDITIONAL ELECTRICAL TASKS

Engineer's subconsultant, Beecher Engineering Inc, shall provide on an as requested basis, the following additional tasks:

- Functional Testing Plan Development (for factory and field testing) – 40 Hours
- Factory Witness Testing (2 Motor Control Centers and 2 PLCs)
4 visits to Integrator's shop x 10 hours per visit (includes follow-up reporting) – 40 Hours
- Interconnection Diagram Markups/CAD and Excel Spreadsheet for Field Wire Tagging – 48 Hours
- As-Built Field Verification and Markups – 48 Hours

Engineer's budget allowance is based on estimated hours shown.

TASK 9.0 – PROJECT MANAGEMENT

Engineer will manage the efforts of the project team members, coordinate with representatives of the District and Construction Manager, delegate responsibilities, and review work progress. Engineer will prepare and submit monthly invoices and progress summary reports. Monthly invoices will be broken down by major tasks only.

Engineer's budget allowance is based upon an average of four (4) hours per month for duration of 26 months.

TIME OF PERFORMANCE

All services defined in this Task Order are based upon and will occur during the anticipated construction schedule listed below:

- Notice of Award (NOA) issued to Contractor: May 27, 2014
- Notice to Proceed (NTP) issued to Contractor: June 16, 2014
- Substantial Completion: August 13, 2016
- Final Completion: September 2016

PAYMENT TO ENGINEER

Payment to the Engineer for services shall be as provided for in Article 2 of the Agreement. A summary of the distribution of estimated cost and labor hours including other direct costs and outside services are shown in Exhibit A. Task Order No. 3 Firm Ceiling shall not exceed \$469,287.

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

Task Order/Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No.1- Preliminary Design	\$48,839	No	Jesse Gill
Task Order No.2- Final Design	\$706,800	Yes	Richard Currie
Task Order No.3- ESDC	\$469,287	Yes	Richard Currie
Total	\$1,224,926		

EFFECTIVE DATE

This Task Order No. 3 is effective as of the _____ day of May 2014.

IN WITNESS THEREOF, duly authorized representatives of the District and the Engineer have executed this Task Order evidencing its issuance by the District and acceptance by the Engineer.

CAROLLO ENGINEERS, INC.

UNION SANITARY DISTRICT

Accepted this _____ day of May 2014

By: _____

Vice President

By: _____

Richard B. Currie
General Manager/District Engineer

By: _____

Senior Vice President

THICKENER CONTROL BUILDING PHASE II PROJECT
800-394
Task Order No. 3
Union Sanitary District and Carollo Engineers Inc.
Engineering Services During Construction
Exhibit A

Task No.	Task Description	Project Manager	Project Engineer	Structural Engineer	CAD	Support	Total Hours	Labor Cost	Other Direct Costs (ODC)					Total Cost	
									Subconsultants		PECE	Mileage			ODC subtotal
									Name	Amount	\$9.90	Trips	Amount		
1.0	Conformed Bid Documents	2	60		40	40	142	\$18,480			\$1,406		\$0	\$1,406	\$19,886
	Task 1.0 Subtotal =	2	60	0	40	40	142	\$18,480		\$0	\$1,406	0	\$0	\$1,406	\$19,886
2.0	Submittal Review	24	486	210			720	\$109,255			\$7,128		\$0	\$7,128	\$116,383
							0	\$0	Beecher	\$14,280	\$0	\$0	\$0	\$14,280	\$14,280
							0	\$0	Bonkowski	\$14,910	\$0	\$0	\$0	\$14,910	\$14,910
							0	\$0	V&A	\$5,040	\$0	\$0	\$0	\$5,040	\$5,040
							0	\$0	Mathy	\$8,400	\$0	\$0	\$0	\$8,400	\$8,400
	Task 2.0 Subtotal =	24	486	210	0	0	720	\$109,255		\$42,630	\$7,128	0	\$0	\$49,758	\$159,013
3.0	Requests For Information	24	126	90			240	\$37,676			\$2,376		\$0	\$2,376	\$40,052
							0	\$0	Beecher	\$7,140	\$0	\$0	\$0	\$7,140	\$7,140
							0	\$0	V&A	\$3,360	\$0	\$0	\$0	\$3,360	\$3,360
							0	\$0	Mathy	\$1,680	\$0	\$0	\$0	\$1,680	\$1,680
	Task 3.0 Subtotal =	24	126	90	0	0	240	\$37,676		\$12,180	\$2,376	0	\$0	\$14,556	\$52,232
4.0	Clarification Memoranda	4	60	64			128	\$19,335			\$1,267		\$0	\$1,267	\$20,602
							0	\$0	Beecher	\$5,355	\$0	\$0	\$0	\$5,355	\$5,355
							0	\$0	V&A	\$3,360	\$0	\$0	\$0	\$3,360	\$3,360
	Task 4.0 Subtotal =	4	60	64	0	0	128	\$19,335		\$8,715	\$1,267	0	\$0	\$9,982	\$29,317
5.0	Informal RFIs	70	173	173			416	\$67,583			\$4,118		\$0	\$4,118	\$71,701
							0	\$0	Beecher	\$27,846	\$0	\$0	\$0	\$27,846	\$27,846
	Task 5.0 Subtotal =	70	173	173	0	0	416	\$67,583		\$27,846	\$4,118	0	\$0	\$31,964	\$99,547
6.0	Meetings	7	18	7			32	\$5,346			\$317	18	\$1,017	\$1,334	\$6,680
							0	\$0	Beecher	\$10,710	\$0	\$0	\$0	\$10,710	\$10,710
	Task 6.0 Subtotal =	7	18	7	0	0	32	\$5,346		\$10,710	\$317	18	\$1,017	\$12,044	\$17,390
7.0	Site Visits	7	18	7			32	\$5,346			\$317	18	\$1,017	\$1,334	\$6,680
							0	\$0	Beecher	\$16,065	\$0	\$0	\$0	\$16,065	\$16,065
							0	\$0	Mathy	\$3,360	\$0	\$0	\$0	\$3,360	\$3,360
	Task 7.0 Subtotal =	7	18	7	0	0	32	\$5,346		\$19,425	\$317	18	\$1,017	\$20,759	\$26,105
8.0	Additional Electrical						0	\$0			\$0		\$0	\$0	\$0
							0	\$0	Beecher	\$31,416	\$0	\$0	\$0	\$31,416	\$31,416
	Task 8.0 Subtotal =	0	0	0	0	0	0	\$0		\$31,416	\$0	0	\$0	\$31,416	\$31,416
9.0	Project Management	104					104	\$24,070			\$1,030		\$0	\$1,030	\$34,381
	Task 9.0 Subtotal =	104	0	0	0	0	104	\$24,070		\$9,282	\$1,030	0	\$0	\$10,312	\$34,381
Totals		242	941	551	40	40	1,814	\$287,091		\$162,204	\$17,959	36	\$2,034	\$182,197	\$469,287

Legend:
PECE Project Equipment and Communication Expense
Page 69 of 106

Notes:
1. Mileage based on 100 miles per round-trip @ \$0.565/mile
2. Multiplier = 3.21
3. Subconsultant amount includes 5% markup



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: May 19, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Pachmayer, Associate Engineer

SUBJECT: Agenda Item No. 11 - Meeting of May 27, 2014
Resolution No. _____, Accepting the Construction of the Lift Station No. 1 Improvements Project from D. W. Nicholson Corporation and authorizing the Attorney for the District to Record a Notice of Completion

Recommendation

Staff recommends the Board accept the construction of the Lift Station No. 1 Improvements Project from D.W. Nicholson Corporation by resolution, and authorize the Attorney for the District to file a "Notice of Completion" with the Alameda County Recorder's Office.

Background

On June 24, 2013, the Board awarded the construction contract for the Lift Station No. 1 Improvements Project (Project) in the amount of \$747,000 to D.W. Nicholson Corporation (DWN).

The purpose of the project was to replace four (4) primary effluent lift pumps at Lift Station No. 1 located at the Alvarado Wastewater Treatment Plant (Plant). Primary effluent is wastewater that has had the settleable solids removed in the primary clarifiers. The pumps lift the primary effluent to the aeration basins where the wastewater undergoes secondary treatment.

The Plant has two primary effluent lift stations consisting of eight (8) total pumps. Staff conducted a condition assessment of both lift stations in May of 2009. The assessment

revealed that the carbon steel lift pumps were corroding and in need of replacement. Primary Effluent Lift Pumps No. 5 through 8 were replaced at Lift Station No. 2 in 2010. This Project replaced Primary Effluent Lift Pumps No. 1 through 4 located at Lift Station No. 1.

Carollo Engineers completed the design of the Project in May 2013. The scope of work for the Project consisted of the following:

- Replacement of four (4) 72-inch diameter enclosed screw pump cylinders and ancillary pump parts and equipment (i.e. bearings, oil lubrication, and gear boxes for each of the pumps).
- Replacement of a corroded portion of the 12-inch diameter aeration basin drain line located adjacent to Lift Station No. 1.
- Rehabilitation of the concrete wet well of Lift Station No. 1 and recoating of the concrete surfaces.
- Rehabilitation of the concrete walkway above a clarifier launder within the Primary Clarifier 5 and 6 building and recoating of the concrete surfaces.

Construction Contract

Staff issued the Notice to Proceed to DWN on July 17, 2013. The 270-day project was originally scheduled to be complete on April 12, 2014. DWN substantially completed the Project on May 9, 2014. Staff granted a time extension of twenty nine (29) calendar days to account for delays attributable to the District.

Change Order Summary

The Project construction included eleven (11) Change Orders at a total cost of \$74,599.55, which is approximately 10% of the original contract amount. A summary of the change orders is shown in Table 1:

**Table 1
 Change Order Summary**

No.	Description	Amount
1	New upper base plate anchor bolts for all four (4) lift pumps	\$19,659.00
2	Recoating of Lift Pump bay No. 5	\$4,243.16

No.	Description	Amount
3	Replacement of drip oil line supports	\$3,354.00
4	Epoxy injection of cracks in the top deck of Lift Station No. 1's wet well.	\$872.96
5	Placement of repair grout on the west launder wall of Primary Clarifier No. 6	\$10,708.86
6	Replacement of damaged lower splash guards for Lift Pumps No. 1 and No. 2	\$3,554.07
7	Installation of new fiberglass reinforced plastic support beams in Lift Pump Bay No. 5	\$12,018.00
8	Coating of metal wear ring tabs for all four (4) lift pumps.	\$8,632.89
9	Credit for deleting Siemens-furnished gravity oilers from the project	(\$2,141.00)
10	Concrete core drilling of all four (4) upper bearing concrete support pedestals	\$13,697.61
11	Time extension to add 29 calendar days to the project	\$0.00
Total Change Order Amount		\$74,599.55

Six (6) of the more significant Change Orders are described in detail below:

Change Order No. 1 was for the installation of 32 new upper base plate anchor bolts for all four lift pumps (8 anchors per lift pump). It was determined during the course of construction that the existing anchor bolts could not support the new gear boxes being installed to the current building code. This resulted in replacing all of the anchor bolts with larger and stronger anchor bolts.

Change Order No. 5 was for the installation of repair grout along the west launder wall of primary clarifier No. 6. During the hydro blasting of the concrete walkway in the primary clarifier No. 5 and No. 6 building, it was discovered that the launder wall was corroding and in need of repair. An approximate 75' section of the launder wall was repaired with new grout and protective coatings.

Change Order No. 7 was to install new fiberglass reinforced plastic (FRP) support beams for Lift Pump Bay No. 5. Upon removal of the odor control covers for Lift Pump Bay No. 5, it was discovered that the aluminum supports holding up the odor control covers were severely corroded and in need of replacement. Instead of putting back the same type of aluminum supports, new FRP support beams were installed as this type of material is better suited to withstand the environmental conditions experienced by the support beams.

Change Order No. 8 was for the coating of 256 metal tabs (64 tabs per lift pump) that attach the lift pump wear ring to the lift pump body. The metal tabs and wear rings were shipped in protective packing to prevent foreign substances from being deposited on the wear ring surface. This issue was not discovered until the pumps were unpacked which occurs right before they are physically installed at the lift station.

Change Order No. 10 was for the additional core drilling effort required to install the anchor bolts associated with Change Order No. 1. During the installation of the new anchor bolts, it was discovered that the existing anchor bolts were not doweled straight into the concrete pedestal as shown in the original design drawings. The existing anchors consisted of a 90 degree bend which meant that the new anchors had to be drilled through the existing anchors instead of being installed next to them. The time and effort to drill through stainless steel anchors was three to four times as long as drilling through the concrete.

Change Order No. 11 was for a time extension of twenty-nine calendar days to the Project's substantial completion date. The time extension comprised of four delays associated with equipment startup problems, late equipment delivery due to inclement weather, and additional work necessary to install the new pumps to existing gear boxes.

The District has assumed beneficial occupancy of all four (4) lift pumps installed in this Project.

Staff recommends the Board accept the construction of the Lift Station No. 1 Improvements Project from D.W. Nicholson Corporation by resolution, and authorize the Attorney for the District to file a "Notice of Completion" with the Alameda County Recorder's Office.

RBC/SG/RC/CP;ks

Attachments: Resolution
Notice of Completion
Figure 1 – Site Map
Figure 2 – Lift Pumps
Photos

RESOLUTION NO. ____

**ACCEPTING THE CONSTRUCTION OF
LIFT STATION NO. 1 IMPROVEMENTS PROJECT FROM
D.W. NICHOLSON CORPORATION
IN THE CITY OF UNION CITY, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Lift Station No. 1 Improvements Project from D.W. Nicholson Corporation effective May 27, 2014.

FURTHER RESOLVED: That the Attorney for the District is authorized to file a "Notice of Completion" for the project.

On motion duly made and seconded, this resolution was adopted by the following vote on May 27, 2014:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANJALI LATHI
President, Board of Directors
Union Sanitary District

Attest:

JENNIFER TOY
Secretary, Board of Directors
Union Sanitary District



**RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:**

**DAVID M. O'HARA
Attorney At Law
975 Centennial Drive
Brentwood, CA 94513**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN BY UNION SANITARY DISTRICT, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on June 24, 2013, by said District and **D.W. NICHOLSON CORPORATION**, 24747 Clawiter Road, Hayward, CA, 94545 Contractor for the Project, "**LIFT STATION NO. 1 IMPROVEMENTS PROJECT**", was substantially completed on May 9, 2014 and accepted by said District on May 27, 2014.

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

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

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

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

Executed on _____ at UNION CITY, CALIFORNIA.

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

Figure 1

Alvarado Wastewater Treatment Plant Primary Effluent Lift Station Location

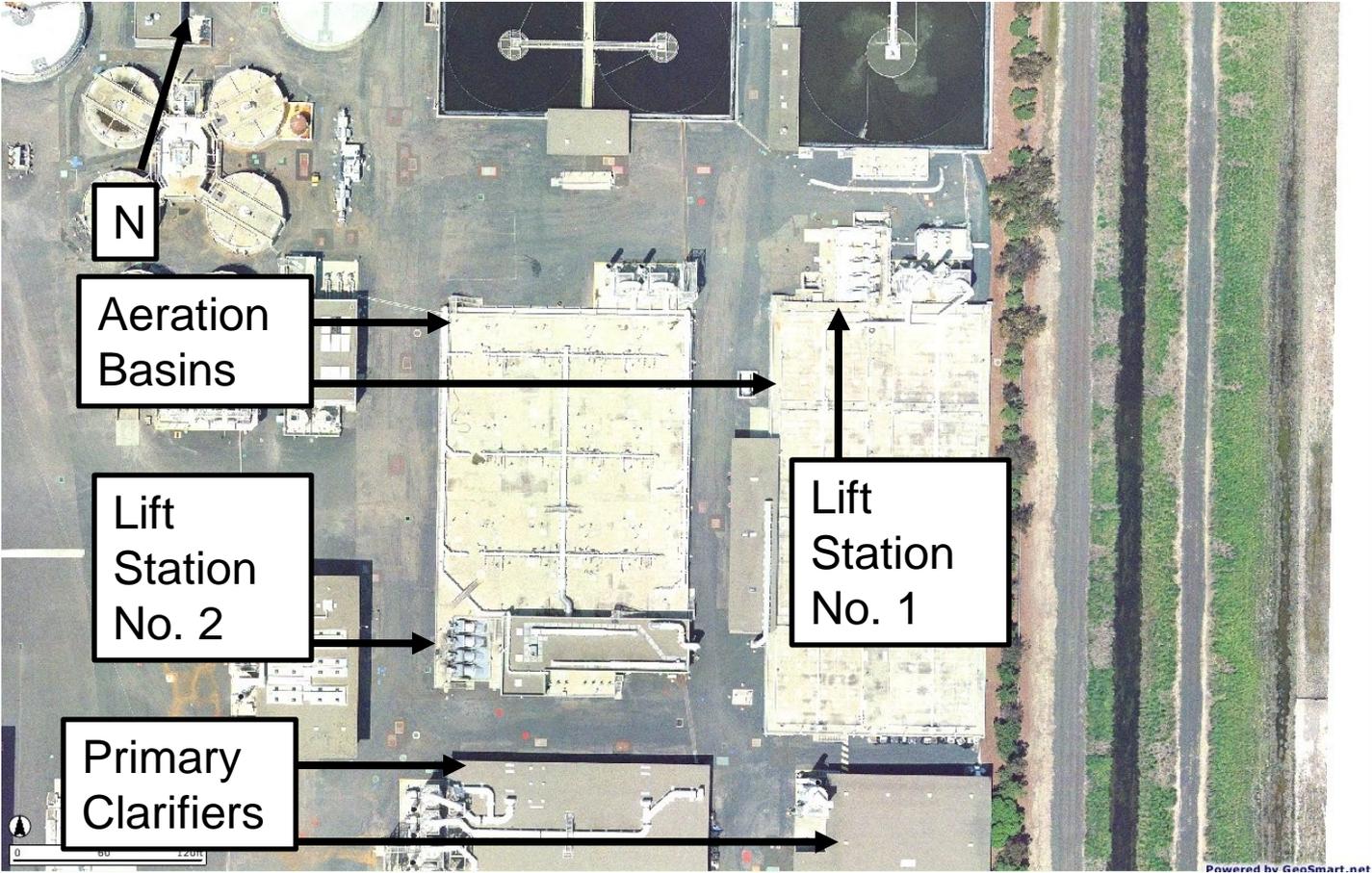
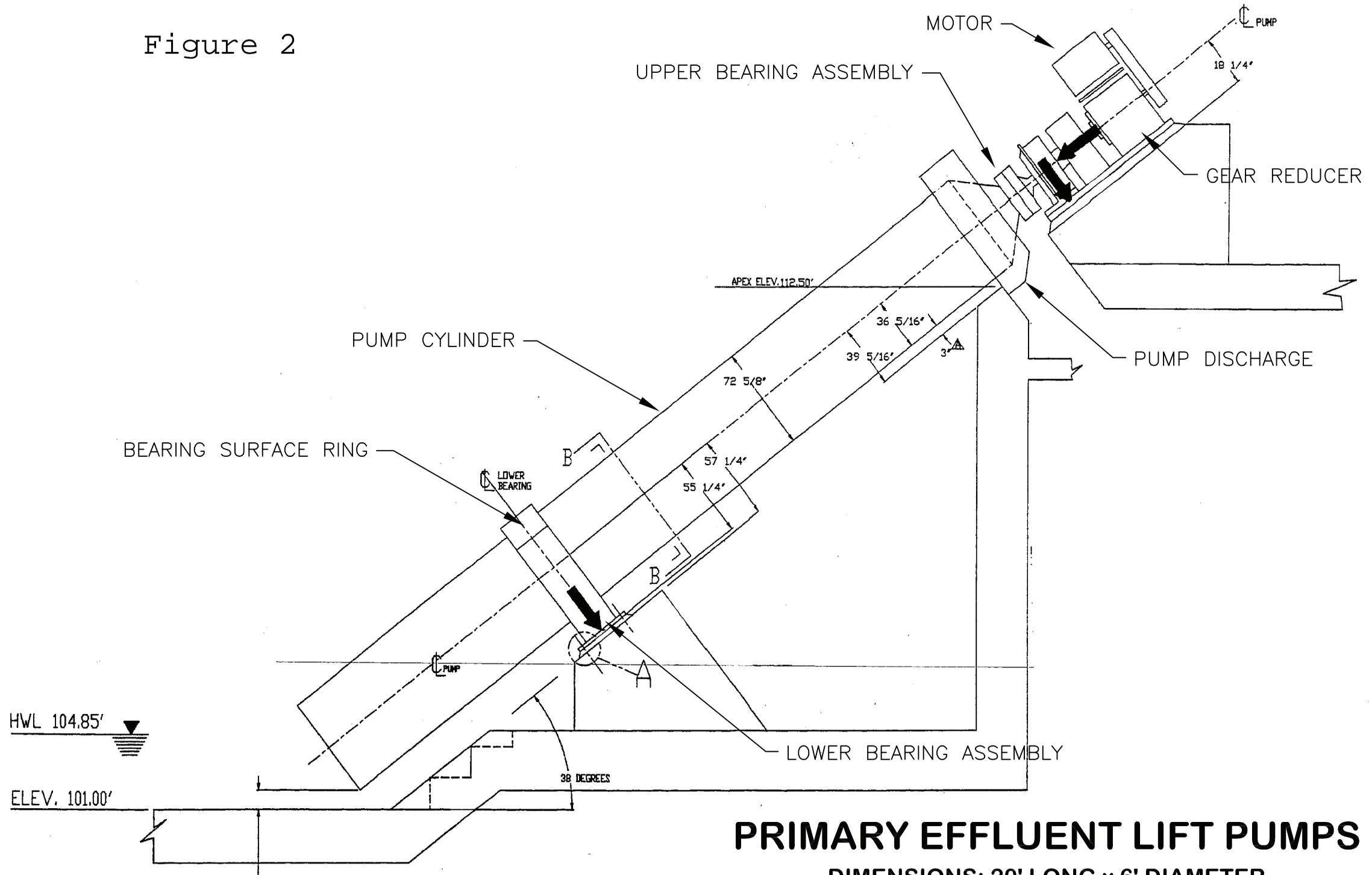


Figure 2



PRIMARY EFFLUENT LIFT PUMPS

DIMENSIONS: 20' LONG x 6' DIAMETER

Lift Station No. 1 Improvements Project Photos



Lift Station No. 1 - Completed stainless steel lift pump installation

Lift Station No. 1 Improvements Project Photos



“Old” Lift Pumps No. 1 and No. 2 – Note the corrosion and rust shown on the wear ring and top splash guard

Lift Station No. 1 Improvements Project Photos



Lift Station No. 1 Wet Well prior to coating replacement – Note the corrosion (missing concrete) from the concrete support beam.

Lift Station No. 1 Improvements Project Photos



Lift Station No. 1 wet well after coating replacement



Primary Clarifier No. 5 and No. 6 concrete walkway – Note the missing concrete from the bottom of the walkway and the side of the launder wall.

Lift Station No. 1 Improvements Project Photos



Primary Clarifier No. 5 and No. 6 concrete walkway after concrete repairs were made.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: May 20, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 12 - Meeting of May 27, 2014
**Approve New Board Policy on Contributions and
Endorsements by Union Sanitary District**

Recommendation

Review and comment on the proposed Policy addressing Contributions and Endorsements. Adopt the policy with changes or provide direction to staff to make changes and return the Policy to the Board for further review and approval.

Background

Periodically, the District receives requests to make charitable contributions or endorse candidates or legislative matters. It has been the practice of the District not to make contributions or endorsements. In order to clearly document the District's acceptable practices, it is recommended that the Board adopt a Policy to address this issue

Attached is a draft Policy for the Board's review and consideration. References to California constitution and Government Code sections will be sent under separate cover.

DRAFT

Union Sanitary District Policy and Procedure Manual

Effective: May 26, 2014	Contributions and Endorsements by Union Sanitary District	Policy Number 3XXX Page 1 of 3
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Policy

It is the Policy of Union Sanitary District not to make contributions to individuals, groups, businesses, or other entities, including charitable foundations, political candidates or political funds, or to endorse candidates or measures that do not directly relate to the business of the District.

Purpose

As responsible stewards of the Rate Payer's funds held by the Union Sanitary District, it is the responsibility of the Board of Directors and Management to ensure that monies or other resources spent by the District are appropriate to conducting the Business of the District and are not spent as gifts of public funds in accordance with California Constitution Article XVI, Section 6, and California Government Code Sections 8314 and 54964.

Definitions

Business of the District Work associated with providing for collection, treatment and disposal of wastewater, including connection to the system, regulation of discharges to the system and other valid public purpose associated with fulfilling the functions of the District as established in the Sanitary District Act of 1923, as amended.

Endorsement Acknowledgement that Union Sanitary District, a public agency, supports a candidate or supports or opposes a measure or piece of legislation that does not relate to the business or conduct of the business of the District.

Contributions Commitment of district funds, property, equipment or staff resources to entities or efforts that do not benefit the rate payers of the District or further the Business of the District

Mission of the District To safely and responsibly collect and treat wastewater for the Tri-Cities while protecting human health and improving the environment in a way that benefits our customers, employees and the community.

Procedure

No contributions will be made using District funds or resources that do not provide a direct and substantial benefit to the rate payers of the District, further the business of the District, or provide an identifiable secondary benefit to the District and its ratepayers as determined by legal counsel and approved by the Board.

Exceptions to the Policy are identified as follows:

- Gifts to employees in recognition for service to the District or achievement of strategic goals that further the Mission of the District.
- Gifts to employees in recognition of suggestions or contributions that provide benefit to the District or the customers of the District.
- Reimbursement of Expenses by Board members or employees.
- Contributions required as mitigation of environmental impacts associated with District projects as required by Regulatory Authorities of the State of California or Federal Government or conditions of a legal settlement of a lawsuit under the federal Clean Water Act.
- Contributions required as mitigation of damages or acquisition of property, easements, or licenses to use land associated with District projects.
- Participation in Mutual Aid activities to assist other public agencies during a declared emergency or disaster.
- De minimus expenditures for day to day operations.
- Minimal time by staff associated with charitable activities conducted during normal work hours that involve solicitation or donation of individual employee contributions, but do not involve District contributions.
- Participation in activities that enhance the local environment or the quality of San Francisco Bay.
- Donation of surplus equipment in accordance with the Purchasing Policy of Union Sanitary District.
- Specific Findings made by Resolution of the Board of Directors and determined not to be in conflict with California Law as determined by the District's Legal Counsel.
- Individual Board members may endorse a candidate or support or oppose legislation or an initiative as an individual not affiliated with the District.

Management Responsibility

Ensure that no contributions are made to any individual, group, business or other entities in accordance with this policy.

Inform individuals, groups, businesses or other entities making a request for contributions or endorsements that Union Sanitary District policy prohibits such contribution or endorsement except as identified specifically in this Policy.

Board of Directors Responsibility

Ensure that no endorsements are made on behalf of the District as provided in this Policy.

Consult with legal counsel on interpretation of this Policy.

Review the Policy periodically to identify appropriate changes.

Administrative Information

Approved by Board of Directors:	May 27, 2014
Author/Owner:	Board of Directors
Reviewers:	General Manager, Board of Directors
Notify Person:	General Manager
Revision Frequency:	Every 3 Years
Next Review:	May 2017

**UNION SANITARY DISTRICT
CHECK REGISTER
05/03/2014-05/16/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
154054	5/8/2014	1247	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	\$49,500.00	\$49,500.00
154118	5/15/2014	096020140502	PACIFIC GAS AND ELECTRIC	SERV TO 05/01/14 CATHODIC PROJECT	\$39.91	\$42,428.40
	5/15/2014	380420140409		SERV TO 03/31/14 CHERRY ST PS	\$165.44	
	5/15/2014	170120140409		SERV TO 03/23/14 PLANT	\$27,838.08	
	5/15/2014	761520140429		SERV TO 04/29/14 NEWARK PS	\$12,323.80	
	5/15/2014	898220140502		SERV TO 05/01/14 FREMONT PS	\$176.36	
	5/15/2014	013720140408		SERV TO 04/07/14 BOYCE RD PS	\$1,685.63	
	5/15/2014	892820140502		SERV TO 05/01/14 HAYWARD MARSH	\$45.19	
	5/15/2014	666720140502		SERV TO 05/01/14 PASEO PADRE PS	\$153.99	
154092	5/15/2014	134301	CAROLLO ENGINEERS	COGENERATION PROJECT	\$25,874.58	\$42,301.15
	5/15/2014	134308		2011-2014 ON-CALL SERVICES	\$14,237.43	
	5/15/2014	134297		THICKENER CONTROL BLDG INTERIM	\$2,189.14	
154057	5/8/2014	17801	RMC WATER AND ENVIRONMENT	HAYWARD MARSH REHABILITATION OPTIONS	\$33,688.19	\$33,688.19
154117	5/15/2014	4020	NORCAL PIPELINE SERVICES	PRIVATE LATERAL STUDY	\$29,718.00	\$29,718.00
154082	5/15/2014	5096005	ALL INDUSTRIAL ELECTRIC SUPPLY	27 PARKING LOT LED LIGHTS	\$23,518.96	\$23,545.47
	5/15/2014	5095637		1 PIGTAIL CONN	\$26.51	
154139	5/15/2014	533620140422	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - APR 2014	\$21,192.07	\$21,192.07

**UNION SANITARY DISTRICT
CHECK REGISTER
05/03/2014-05/16/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
154022	5/8/2014	805525C	DELTA DENTAL SERVICE	APRIL 2014 DENTAL	\$15,558.70	\$17,550.21
	5/8/2014	805525A		APRIL 2014 DENTAL	\$1,991.51	
154024	5/8/2014	92801658	ESRI INC	ESRI SWM RENEWAL	\$11,846.00	\$11,846.00
154023	5/8/2014	19870	DOUGLAS PRODUCTS AND PACKAGING	34 SANAFOAM VAPOROOTERII, 5 GALLON	\$11,128.99	\$11,128.99
154110	5/15/2014	9017386647	KEMIRA WATER SOLUTIONS, INC.	7.63 DRY TONS FERROUS CHLORIDE	\$5,148.03	\$9,904.73
	5/15/2014	9017387224		7.05 DRY TONS FERROUS CHLORIDE	\$4,756.70	
154123	5/15/2014	116988	R-2 ENGINEERING INC	1 STATOR C320GQ	\$8,296.59	\$8,296.59
154120	5/15/2014	14999	PETERSON TRACTOR CO	DIAGNOSE & REPAIR TRUCK T3292	\$7,233.91	\$7,233.91
154039	5/8/2014	37432220140501	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - MAY 2014	\$7,051.43	\$7,051.43
154137	5/15/2014	614185	UNIVAR USA INC	5,014 GALS SODIUM HYPOCHLORITE	\$2,358.64	\$7,043.94
	5/15/2014	613724		5,014 GALS SODIUM HYPOCHLORITE	\$2,358.64	
	5/15/2014	614486		4,946 GALS SODIUM HYPOCHLORITE	\$2,326.66	
154055	5/8/2014	11426	RALPH ANDERSEN & ASSOCIATES	RECRUIT FEES, GENERAL MGR, INSTALLMENT 1 OF 4	\$7,000.00	\$7,000.00
154119	5/15/2014	10068394	PAPE MATERIAL HANDLING	REPAIR GENIE BOOM LIFT	\$6,362.52	\$6,362.52
154041	5/8/2014	20049	MATHEWS MECHANICAL	NPS HOIST CABLE REPLACEMENT	\$5,801.61	\$5,801.61
154078	5/15/2014	61561	3T EQUIPMENT COMPANY INC	10 PIPEPATCH KIT - WINTER	\$5,305.29	\$5,305.29

**UNION SANITARY DISTRICT
CHECK REGISTER
05/03/2014-05/16/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
154011	5/8/2014	10203710	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$79.30	\$5,230.24
	5/8/2014	10205990		1 TONER	\$158.76	
	5/8/2014	10143890		5 TASK CHAIRS PARAMOUNT LOW BACK	\$2,080.85	
	5/8/2014	10204330		3 PKS FORKS & 2 CS SPOONS	\$261.43	
	5/8/2014	10204130		1 CABINET	\$394.19	
	5/8/2014	10207000		ASTD OFFICE SUPPLIES	\$76.79	
	5/8/2014	10200980		2 BX ENVELOPES	\$15.48	
	5/8/2014	10188690		51 CASES COPY PAPER	\$2,163.44	
154135	5/15/2014	130657	TOTAL WASTE SYSTEMS INC	APRIL 2014 GRIT DISPOSAL	\$5,162.45	\$5,162.45
154061	5/8/2014	20140506.4	SF PUBLIC UTILITES COMMISSION	UPPER HETCH HETCHY SS REHABILITATION	\$5,000.00	\$5,000.00
154072	5/8/2014	25807	VALLEY OIL COMPANY	1 DR 5W30 OIL	\$545.16	\$4,993.59
	5/8/2014	25215		3 DRS XLD 15/40 OIL	\$2,043.81	
	5/8/2014	25800		200 GALS XLD 15-40 MOTOR OIL	\$2,404.62	
154053	5/8/2014	875856	POLYDYNE INC	42,120 LBS CLARIFLOC WE-539	\$4,796.63	\$4,796.63
154028	5/8/2014	21439255	GLOBAL KNOWLEDGE TRAINING	IT TRAINING CLASSE - M GILL	\$2,105.00	\$4,310.00
	5/8/2014	21439256		IT TRAINING CLASSE - T. JACOB	\$2,205.00	
154100	5/15/2014	16917	FUTURE INDUSTRIAL TECHNOLOGIES	ERGONOMICS TRAINING	\$4,164.22	\$4,164.22

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154095	5/15/2014	246516	CURTIS & TOMPKINS LTD	9 LAB SAMPLE ANALYSIS	\$515.00	\$4,060.00
	5/15/2014	246517		30 LAB SAMPLE ANALYSIS	\$1,920.00	
	5/15/2014	246464		33 LAB SAMPLE ANALYSIS	\$1,625.00	
154027	5/8/2014	223622	CITY OF FREMONT	SACGISA	\$3,906.11	\$3,906.11
154094	5/15/2014	54313818	CINTAS CORPORATION	1 JACKET - FERNANDEZ, C	\$63.65	\$3,575.60
	5/15/2014	54313820		UNIFORM LAUNDERING SERVICE	\$315.81	
	5/15/2014	54316171		UNIFORM LAUNDERING SERVICE	\$315.88	
	5/15/2014	54311500		1 HIP LENGTH JACKET - COOPER	\$56.00	
	5/15/2014	54316172		UNIFORM LAUNDERING SERVICE	\$311.32	
	5/15/2014	54309206		UNIFORM LAUNDERING SERVICE	\$301.09	
	5/15/2014	54309207		UNIFORM LAUNDERING SERVICE	\$327.24	
	5/15/2014	54313816		UNIFORM LAUNDERING SERVICE	\$99.45	
	5/15/2014	54309205		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$97.16	
	5/15/2014	54311499		2 JACKETS - RODRIGUEZ, T	\$158.00	
	5/15/2014	54311513		UNIFORM LAUNDERING SERVICE	\$311.32	
	5/15/2014	54313817		1 THERMAL LINED SWEATSHIRT - NOVAK	\$302.71	
	5/15/2014	54313819		UNIFORM LAUNDERING SERVICE	\$301.09	
	5/15/2014	54311512		UNIFORM LAUNDERING SERVICE	\$301.09	
	5/15/2014	54316159		3 JACKETS - HARRIS	\$313.79	

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154121	5/15/2014	102921	PIIAN SYSTEMS LLC	6 ODOR NEUTRALIZER - INDUSTRIAL CONCENTRATE (5 GALLON PAIL)	\$3,529.25	\$3,529.25
154133	5/15/2014	4482373	TEKSYSTEMS	NRB SOFTWARE SUPPORT WKEND 04/11/14	\$3,452.80	\$3,452.80
154043	5/8/2014	500912	MISSION CLAY PRODUCTS LLC	ASTD CLAY PIPE FITTINGS	\$3,341.72	\$3,341.72
154097	5/15/2014	8428	EAST BAY MUNI UTILITY DISTRICT	20 LAB SAMPLE ANALYSIS	\$3,303.00	\$3,303.00
154079	5/15/2014	6619	7-ELEVEN, INC	REFUND # 17180	\$3,300.00	\$3,300.00
154074	5/8/2014	20140501	VISION SERVICE PLAN - CA	MAY 2014 VISION STMT	\$3,136.74	\$3,136.74
154085	5/15/2014	5328688	AT&T	SERV: 03/20/14 - 04/19/14	\$16.35	\$2,654.31
	5/15/2014	5322890		SERV: 03/20/14 - 04/19/14	\$2,637.96	
154005	5/8/2014	6671304	ABC IMAGING, INC.	NEWARK FLAT TOPS AREA SEWER RELOCATION	\$1,514.28	\$2,530.05
	5/8/2014	6707347		THICKENER CONROL BUILDING IMPROVEMENTS	\$1,015.77	
154070	5/8/2014	612850	UNIVAR USA INC	5,014 GALS SODIUM HYPOCHLORITE	\$2,358.64	\$2,358.64
154066	5/8/2014	27499	THOMAS AND ASSOCIATES	1 GORMAN RUPP BASIC PUMP	\$1,777.60	\$1,777.60
154124	5/15/2014	916002066926	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - APR 2014	\$1,776.91	\$1,776.91
154059	5/8/2014	1577962005	SAN LEANDRO ELECTRIC SUPPLY	20 PVC CTD COND W/COUPLING	\$80.51	\$1,684.79
	5/8/2014	1577962004		ASTD PARTS & MATERIALS	\$552.58	
	5/8/2014	1583251001		ASTD PARTS & MATERIALS	\$1,051.70	

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154130	5/15/2014	3229735973	STAPLES CONTRACT & COMMERCIAL	ASTD OFFICE SUPPLIES - INVENTORY	\$269.86	\$1,672.96
	5/15/2014	3229735974		ASTD OFFICE SUPPLIES - INVENTORY	\$615.36	
	5/15/2014	3229735972		ASTD OFFICE SUPPLIES - INVENTORY	\$409.56	
	5/15/2014	3229735975		ASTD OFFICE SUPPLIES - R&S	\$378.18	
154099	5/15/2014	230502	FRANK A OLSEN COMPANY	2 4" APCO 250 SWING CHECK VALVE	\$1,620.60	\$1,620.60
154088	5/15/2014	56323	BEESON, TAYER & BODINE APC	FACILITATION AND CONSULTATION SERVICES	\$1,613.12	\$1,613.12
154062	5/8/2014	20140506.2	SF PUBLIC UTILITES COMMISSION	UPPER HETCH HETCHY SS REHABILITATION	\$1,557.00	\$1,557.00
154125	5/15/2014	2411355001	S & S SUPPLIES & SOLUTIONS	ASTD SAFETY SUPPLIES	\$1,002.32	\$1,527.24
	5/15/2014	2402916004		7 RAIN SUIT JACKETS & 10 RAIN SUIT OVERALLS	\$524.92	
154017	5/8/2014	246397	CURTIS & TOMPKINS LTD	7 LAB SAMPLE ANALYSIS	\$270.00	\$1,500.00
	5/8/2014	246396		12 LAB SAMPLE ANALYSIS	\$645.00	
	5/8/2014	246308		7 LAB SAMPLE ANALYSIS	\$585.00	

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154114	5/15/2014	84079026	MCMASTER SUPPLY INC	8 EA PROPANE CYLINDERS	\$88.76	\$1,357.82
	5/15/2014	85069306		1 EA PLASTIC STEP-OPEN WASTE CONTAINER	\$152.24	
	5/15/2014	84149322		2 EA OIL-LEVEL INDICATORS	\$78.71	
	5/15/2014	84269612		1 EA CERAMIC-BLADE SCISSORS	\$47.48	
	5/15/2014	84465732		3 PAIR SCISSORS	\$61.80	
	5/15/2014	84071984		1 EA DOOR CLOSER	\$224.97	
	5/15/2014	84612002		3 EA LIQUID-FILLED GAUGES	\$90.75	
	5/15/2014	83871311		1 EA LIQUID-FILLED GAUGE	\$33.72	
	5/15/2014	84599627		ASTD PARTS & MATERIALS	\$579.39	
154030	5/8/2014	984200	GROENIGER AND COMPANY	ASTD PARTS & MATERIALS	\$731.03	\$1,349.48
	5/8/2014	987390		ASTD SPRINGS & RUBBER SEATS	\$618.45	
154051	5/8/2014	14240451	PACIFIC TEST & BALANCE INC	AIR SURVEY ALVARADO PUMP STATION	\$1,344.00	\$1,344.00
154046	5/8/2014	20140430	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - APRIL 2014	\$1,323.88	\$1,323.88
154015	5/8/2014	31778	COLLICUTT ENERGY SERVICES INC	2 UEGO OXYGEN SENSORS	\$1,315.43	\$1,315.43
154111	5/15/2014	2223687D	LAB SUPPORT	TEMP LABOR-ALBINO, E., WKEND 04/20/14	\$185.28	\$1,289.28
	5/15/2014	2223687D1		TEMP LABOR-PATEL, N., WKEND 04/20/14	\$1,104.00	
154068	5/8/2014	20140505	KIM TRUONG	TUITION REIMB - SPRING QTR 2014	\$1,274.95	\$1,274.95
154126	5/15/2014	14051076	SCADA SUPPORT GROUP	MCC REPLACEMENT - PHASE 2	\$1,214.46	\$1,214.46
154052	5/8/2014	7905283	PILLSBURY WINTHROP SHAW PITTMAN	LABOR & EMPLOYMENT LAW FEES	\$1,183.00	\$1,183.00

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154136	5/15/2014	118851473001	UNITED RENTALS NORTHWEST INC	FORKLIFT VARIABLE REACH 6000# 1 WEEK	\$1,172.14	\$1,172.14
154112	5/15/2014	18257502	LABOR READY	TEMP LABOR-PERRY R., WK END 04/18/14	\$1,020.36	\$1,020.36
154103	5/15/2014	9410402896	GRAINGER INC	4 EA WIRE MARKERS	\$261.93	\$1,007.55
	5/15/2014	9405304461		1 EA COMMERCIAL WATER HEATER, 10 GL	\$548.68	
	5/15/2014	9410473293		1 ROLL CALIBRATION LABELS	\$21.51	
	5/15/2014	9406617671		1 PACK INSPECTION TAGS	\$175.43	
154084	5/15/2014	472294	A-PRO PEST CONTROL INC	APR PEST CONTROL	\$1,005.00	\$1,005.00
154032	5/8/2014	3H2907	HARRINGTON INDUSTRIAL PLASTICS	2 EA FLANGES	\$663.55	\$979.88
	5/8/2014	3H2906		ASTD PARTS & MATERIALS	\$290.86	
	5/8/2014	3H2743		ASTD ELBOWS & ADAPTERS	\$25.47	
154076	5/8/2014	31491	WECO INDUSTRIES LLC	1 PAWL & SCREW FOR LEVEL WIND	\$901.07	\$962.11
	5/8/2014	31465		ASTD PARTS & MATERIALS	\$361.04	
	5/8/2014	31521		1 PAWL & SCREW FOR LEVEL WIND	\$-300.00	
154029	5/8/2014	9404448202	GRAINGER INC	1 EA MOTOR & MOUNTING BASE	\$396.92	\$949.71
	5/8/2014	9400750171		1 EA SOIL PROBE	\$44.37	
	5/8/2014	9404111008		4 EA CORDLESS DRILL/DRIVER	\$508.42	
154058	5/8/2014	20140506	JOSE RODRIGUES JR	EXP REIMB: CWEA CONFERENCE	\$921.47	\$921.47
154096	5/15/2014	10756	DIABLO BOILER WORKS	ANNUAL BOILER EXHAUST TEST	\$888.00	\$888.00
154038	5/8/2014	18228161	LABOR READY	TEMP LABOR-PERRY R., WK END 04/11/14	\$881.24	\$881.24

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154065	5/8/2014	8122768042414	SIERRA SPRING WATER COMPANY	BOTTLESS COOLERS RENTAL	\$239.00	\$874.61
	5/8/2014	4868173042414		WATER SERVICE 03/28/14 - 04/24/14	\$635.61	
154009	5/8/2014	5308784	AT&T	SERV: 03/13/14 - 04/12/14	\$94.29	\$806.88
	5/8/2014	5299503		SERV: 03/13/14 - 04/12/14	\$712.59	
154116	5/15/2014	566820140311	NEWARK CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL FEE - 4/1/14 - 4/1/15	\$765.00	\$765.00
154012	5/8/2014	134298	CAROLLO ENGINEERS	LIFT STATION #1 IMPROVEMENTS	\$763.81	\$763.81
154037	5/8/2014	2221696	LAB SUPPORT	TEMP LABOR-PATEL, N., WKEND 04/13/14	\$759.00	\$759.00
154063	5/8/2014	20140506.1	SF PUBLIC UTILITES COMMISSION	UPPER HETCH HETCHY SS REHABILITATION	\$750.00	\$750.00
154064	5/8/2014	20140506.3	SF PUBLIC UTILITES COMMISSION	UPPER HETCH HETCHY SS REHABILITATION	\$750.00	\$750.00
154083	5/15/2014	7002065715	APPLIED INDUSTRIAL TECHNOLOGIE	20 V-BELTS	\$730.98	\$730.98
154047	5/8/2014	462773600	NEW PIG CORPORATION	2 EA PIG HIGH-VOLUME SPILLBLOCKER DIKES	\$695.58	\$695.58
154010	5/8/2014	87896581204252014	AT&T	SERV: 03/18/14 - 04/17/14	\$671.55	\$671.55
154020	5/8/2014	20140425.10	DALE HARDWARE INC	04/14-ASTD PARTS & MATERIALS	\$632.78	\$632.78
154069	5/8/2014	153445	UNISOURCE SOLUTIONS INC	1 36" X 72" RECTANGULAR TABLE	\$592.27	\$592.27
154031	5/8/2014	8787488	HACH COMPANY	STABLICAL STD - LAB SUPPLIES	\$580.11	\$580.11
154086	5/15/2014	49505	BARNETT MEDICAL SERVICES LLC	100 LBS PHARMACEUTICAL WASTE REMOVAL	\$174.00	\$522.00
	5/15/2014	50201		60 LBS PHARMACEUTICAL WASTE REMOVAL	\$174.00	
	5/15/2014	50575		80 LBS PHARMACEUTICAL WASTE REMOVAL	\$174.00	
154044	5/8/2014	7349	MORROWS PLUMBING	REFUND # 17150	\$500.00	\$500.00

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154101	5/15/2014	7327	GENERAL DRAINWORKS INC	REFUND # 17172	\$500.00	\$500.00
154108	5/15/2014	6769	KARTIK AND SHIBANI JAGGI	REFUND # 17169	\$500.00	\$500.00
154122	5/15/2014	7345	PLUMBING CONNECTION	REFUND # 17171	\$500.00	\$500.00
154128	5/15/2014	6768	SHAH MAJMUDAR TRUST	REFUND # 17170	\$500.00	\$500.00
154129	5/15/2014	7351	SOLUTION PLUMBING & DRAIN SERV	REFUND # 17174	\$500.00	\$500.00
154131	5/15/2014	7329	STREAMLINE PLUMBING & DRAIN	REFUND # 17175	\$500.00	\$500.00
154045	5/8/2014	24821439	MOTION INDUSTRIES INC	ASTD BEARINGS & BELTS	\$193.86	\$487.27
	5/8/2014	24822064		CREDIT FOR 2 EA BEARINGS	\$-109.85	
	5/8/2014	24821849		HI-VOL BALL BEARINGS	\$109.85	
	5/8/2014	24821631		1 EA POWERGRIP BELT	\$293.41	
154115	5/15/2014	487067	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - MAY 2014	\$431.43	\$431.43
154144	5/15/2014	2134783	WHAT'S HAPPENING INC	AD NAME: EARTH DAY	\$415.00	\$415.00
154138	5/15/2014	9853184.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 05/03/14	\$-2.24	\$404.96
	5/15/2014	9853164.0		SHIPPING CHARGES W/E 04/19/14	\$407.20	
154033	5/8/2014	601105076	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$267.45	\$394.70
	5/8/2014	601108382		1 CS HAND CLEANER	\$127.25	

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154075	5/8/2014	8057384411	VWR INTERNATIONAL LLC	2 CS CONTAINER & 2 CS CAP SNAP LID ONLY	\$388.25	\$388.65
	5/8/2014	8057392666		1 SOLUTION COD STAN 800MG/L	\$32.36	
	5/8/2014	8057332357		CREDIT 1 BX PIPET TD CLASSA GRN 2ML	\$-182.36	
	5/8/2014	8057352695		1 CS PIPET TIP BLK & 1 BUFFER BOD POWDER 6ML	\$102.37	
	5/8/2014	8057352696		3 PIPET FILLERS-BLK SILICON SAFE	\$48.03	
154106	5/15/2014	601113917	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$375.00	\$375.00
154087	5/15/2014	16766200	BECK'S SHOES	SAFETY SHOES - N. PATEL/J. SOTO	\$368.43	\$368.43
154042	5/8/2014	84148446	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$359.08	\$359.08
154105	5/15/2014	14979	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	\$346.44	\$346.44
154132	5/15/2014	20140508	SWRCB - CERTIFICATIONS	GRADE IV CERT RENEW-DRAKE	\$340.00	\$340.00
154021	5/8/2014	46997	DATCO	MAY 2014 SERVICE FEE	\$318.50	\$318.50
154098	5/15/2014	901654290	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$315.00	\$315.00
154016	5/8/2014	88160	COPYMAT OF NEWARK/FREMONT	74 SETS 2013 ANNUAL PRETREATMENT	\$307.86	\$307.86
154006	5/8/2014	140402176	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 70 SERVER ROOM WALL	\$262.50	\$262.50
154073	5/8/2014	9723855403	VERIZON WIRELESS	WIRELESS SERV 03/21/14-04/20/14	\$259.42	\$259.42
154109	5/15/2014	79230460	KANO LABORATORIES INC	2 CS AEROKROIL	\$257.85	\$257.85
154008	5/8/2014	5095260	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$256.63	\$256.63
154004	5/8/2014	31406	ABC FIRE PROTECTION INC	SERVICE CALL - SPRAY PAINT BOOTH SYSTEM	\$245.55	\$245.55
154077	5/8/2014	1930415001	WHCI PLUMBING SUPPLY CO	ASTD PARTS & MATERIALS - CRC	\$243.80	\$243.80

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154140	5/15/2014	20140501	USA MOBILITY WIRELESS INC	MAY 2014 PAGER SERVICE	\$242.92	\$242.92
154107	5/15/2014	277290163	IDEXX DISTRIBUTION INC	ASTD COLILERT COMPARATOR	\$238.42	\$238.42
154035	5/8/2014	276951202	IDEXX DISTRIBUTION INC	1 BOX QUANTI TRAY. IDEXX CAT. WQT2K	\$213.21	\$213.21
154067	5/8/2014	14804291	TRI DIM FILTER CORPORATION	105 TRI-DEK 15/40 2 PLY PADS	\$213.18	\$213.18
154056	5/8/2014	8200000007368	RED WING SHOE STORE	SAFETY SHOES - LU	\$208.00	\$208.00
154143	5/15/2014	20140508	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP D DRAKE	\$202.00	\$202.00
154026	5/8/2014	142488	FREMONT UNIFIED SCHOOL DIST.	UPPER HETCH HETCHY SS REHABILITATION	\$197.16	\$197.16
154049	5/8/2014	637047080	OHAUS CORPORATION	4 EA PAN, ALUMINUM	\$186.64	\$186.64
154134	5/15/2014	21821	THOMPSON TANK INC	2 30" HG 60PSI VACUUM PRESSURE GAUGE	\$157.39	\$157.39
154014	5/8/2014	386359	CHEMETRICS INC	4 TEST KITS	\$152.98	\$152.98
154036	5/8/2014	1347073	LA MOTTE CHEMICAL	ASTD LAB SUPPLIES	\$152.08	\$152.08
154018	5/8/2014	20140423	CWEA-NRTC	SEMINAR REG: CS (5)	\$125.00	\$125.00
154141	5/15/2014	28082	VOX NETWORK SOLUTIONS INC	ANALOG LINE & PHONE JACK TO 2ND FLR ADMIN PHONE RM	\$120.00	\$120.00
154050	5/8/2014	224720140424	PACIFIC GAS AND ELECTRIC	SERV TO 04/23/14 CS TRAINING TRAILER	\$111.82	\$111.82
154007	5/8/2014	1258	ALAMEDA COUNTY TREASURER	33 ASSESSOR'S MAPS	\$99.00	\$99.00
154104	5/15/2014	3H2953	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS	\$68.82	\$68.82
	5/15/2014	3H3043		1 EA WYE	\$17.66	\$17.66
154019	5/8/2014	20140421	CWEA-NRTC	SEMINAR REG: RIVERA, TEALE & HOVEY	\$75.00	\$75.00
154060	5/8/2014	20140506	JAMES SCHOFIELD	EXP REIMB: LUNCH CWEA ANNUAL CONFERENCE	\$75.00	\$75.00

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154048	5/8/2014	20140506	STEVEN NOVAK	EXP REIMB: DMV CLASS A LICENSE APP FEE	\$70.00	\$70.00
154040	5/8/2014	20140507	MATTHEW LUBINA	EXP REIMB: CWEA CONF EXPS - MILEAGE & MEAL	\$65.80	\$65.80
154090	5/15/2014	10215731	BLAISDELL'S	1 LABEL TAPE	\$13.45	\$62.40
	5/15/2014	10212260		ASTD OFFICE SUPPLIES	\$24.40	
	5/15/2014	C10212260		CREDIT 1 ADJUSTABLE HANGER	\$-21.89	
	5/15/2014	10215730		ASTD OFFICE SUPPLIES	\$34.41	
	5/15/2014	10216550		1 BX ENVELOPES	\$12.03	
154127	5/15/2014	20140512	JAMES SCHOFIELD	EXP REIMB: 30 DAY SAFETY RECOG GIFT	\$57.90	\$57.90
154089	5/15/2014	20140509	JUDI BERZON	EXP REIMB: MILEAGE FOR LCW WORKSHOP; SNACKS LEADERSHIP SCHI	\$56.17	\$56.17
154081	5/15/2014	4088644120140428	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/24/14 - BOYCE ROAD	\$48.82	\$48.82
154093	5/15/2014	386563	CHEMETRICS INC	1 TEST KIT	\$41.70	\$41.70
154113	5/15/2014	20140512	ANJALI LATHI	EXP REIMB: CWEA CONF - GAS & MEALS	\$40.64	\$40.64
154091	5/15/2014	20140514	LAURIE BRENNER	TNR FERAL PROGRAM SPAY FEE	\$40.00	\$40.00
154102	5/15/2014	73804	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$39.45	\$39.45
154142	5/15/2014	8057469008	VWR INTERNATIONAL LLC	1 PRESSURE LOGR BAT LI 1/2AA	\$26.87	\$26.87
154034	5/8/2014	515420	HULBERT LUMBER SUPPLY	ASTD LUMBER SUPPLIES	\$24.35	\$24.35
154025	5/8/2014	141169	FREMONT RUBBER STAMP CO INC	REPLACE HANDLE/RE-INK USD PLAN CHECK	\$21.80	\$21.80
154080	5/15/2014	9026125513	AIRGAS NCN	1 NIPPLE 1/4 NPT WITH FLTR CGA 680	\$17.31	\$17.31

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05/03/2014-05/16/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
154013	5/8/2014	267807	CENTERVILLE LOCKSMITH	4 SCH DND KEY BLANK	\$7.19	\$10.79
	5/8/2014	267826		2 GM E KEY	\$3.60	
154071	5/8/2014	9853154.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 04/12/14	\$10.18	\$10.18

Invoices:

Credit Memos :	5	-616.34
\$0 - \$1,000 :	157	44,338.41
\$1,000 - \$10,000 :	55	159,390.06
\$10,000 - \$100,000 :	12	276,424.80
Over \$100,000 :	0	
Total:	229	479,536.93

Checks:

\$0 - \$1,000 :	81	29,245.51
\$1,000 - \$10,000 :	50	167,392.94
\$10,000 - \$100,000 :	10	282,898.48
Over \$100,000 :		
Total:	141	479,536.93

Sewer charges refunded

Couple whose home has a septic tank mischarged for sanitation since 1987

By Paul Bugarino

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ANTIOCH — When there's a questionable charge on a utility bill or store purchase, Louis Ramos promptly asks his wife, Irene, whether it's legit.

But when it came to their property tax bill, there were no surprises.

Or so they thought.

Last year, the Antioch couple learned they were being charged for Delta Diablo Sanitation District sewer service despite never

being connected to the district's system. Their home, built in 1980, is on a septic tank.

"We were shocked," said Irene Ramos, 64, a retired mortgage professional. "I looked at it and said, 'What's all this about?' You would think we would have paid attention, but we didn't."

According to records, the couple has paid taxes to the sanitation district for sewer service and street sweeping since 1987.

Recently, the Ramoses received a refund of about \$5,700

from Delta Diablo. The total included an annual interest calculation of 5.1 percent.

Such billing errors are unfortunate but happen on occasion, especially with public agencies being understaffed, Contra Costa County Assessor Gus Kramer said.

Because of confusion over annexations, dividing parcels, school district borders or other snafus, there are roughly one to two dozen cases each year of county taxes being incorrectly assessed, he said.

Computerization has minimized but not eliminated errors, he added.

"Computers and human beings are not infallible," Kramer said. "It comes down to property owners doing a little homework on their bill."

Louis Ramos, a retired sheet metal worker, says he and his wife acquired the land for their home in 1979 and moved in a year later. When Antioch annexed the land south of Oak View cemetery in the 1980s, the Ramoses were given a choice of connecting to sewer service or keeping their septic tank.

"I guess I took it for granted," Louis Ramos, 78, said.

Delta Diablo's sewer lines were

See BILL, Page 2

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installed in the mid-1980s for the Almondridge subdivision, located across the street from the Ramoses' Willow Avenue home. An explanation of the situation to Delta Diablo officials led to an investigation by the company's finance department.

It's a district's responsibility to maintain parcel records and inform the county if an assessment needs to be corrected, said Bob Campbell, the county's auditor-controller.

"We get our information from the county tax rolls, so as soon as it was brought to our attention, we looked into it and took it very seriously," said Angela Lowrey, the sanitary district's spokeswoman. "We see it as a relationship and honoring our customers."

The Ramoses received a refund for four years without interest, which is the district's policy. They later requested a full refund for the sewer fees they had erroneously paid. The district board granted their request, as state law has special refund provisions for a property where no service was provided.

The Ramoses' property tax bill still includes a charge for street sweeping, which they are pleased to receive. Pittsburg, Antioch and Bay Point receive sewer service from Delta Diablo, though rates differ based on the number of scheduled street sweepings and collection systems. The Ramoses hope the ordeal serves as a cautionary tale to others.

"People have to be astute and be sure to check both online and the hard copies," Irene Ramos said

NEWARK 5/8/14

Council to discuss utility tax proposal

Plan considered to put extension on the fall ballot

By Chris De Benedetti
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NEWARK — The City Council on Thursday will see survey results indicating whether voters will support an extension of a utility tax this November.

The tax, which generated more than \$3 million last year, expires at the end of 2015. City leaders say losing that money would blow a hole in Newark's budget, jeopardizing services the tax helped restore.

Godbe Research, the San Mateo company the city paid \$22,575 to conduct the telephone survey last month, will present its report to the council.

Newark's ongoing budget woes stemming from the slow economic recovery has led it to explore extending the tax, City Manager John Becker said.

"Our revenues have not grown to the extent that we've hoped in order to offset the utility tax revenue," he said. "Without that money, we'll have a significant deficit starting (fiscal year 2015-16) and the following year will be even worse."

Newark voters in 2010 passed Measure U, levying a 3.5 percent tax on utilities, including electricity, natural gas, telephone/cellphones and cable television. The measure was approved at the height of the recession as Newark and other cities statewide were slashing budgets.

In fiscal year 2012-13, the tax generated \$3.2 million, nearly 9 percent of the city's operating budget, Becker said.

In the past 3½ years, Newark leaders have spent the tax money to restore cut services. They added two police officers, a detective and a school resource officer. They also reinstated the Neighborhood Watch program, the school crossing guard program and the Ash Street Park summer program, which serves at-risk youths. They also increased park maintenance and street sweeping and reopened the senior center.

Some City Hall critics have said Newark should slash public salaries and benefits or even lay off employees before it cuts services to balance the budget.

However, Newark leaders say they used a number of cutbacks — including hiring freezes and employee furlough days as well as reducing city services — to balance the budget a half-decade ago and would do it again if the tax expired.

No decisions will be made Thursday night, Becker said. If council members favor placing the tax extension on the November ballot, they likely would vote on it at a June meeting, he said.

FREMONT UNDERGROUND SOCIAL EXPERIENCE

Art brings color to downtown

Series to feature pop-up galleries, food, entertainment

By Chris De Benedetti
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FREMONT — As city leaders try to transform the streets around City Hall into a vibrant downtown, they first must change perceptions of the area. That's one of the goals of the

Fremont Underground Social Experience, an art-themed event that will kick off in the heart of the city Saturday evening.

Inspired by similar street parties proven popular in San Jose and Oakland, Fremont's monthly series will mix culture, food and entertainment while transforming two empty storefronts into pop-up art galleries at the Town Fair Shopping Center.

It will be held in the heart of a 110-acre automobile-heavy zone that the city plans to turn into a pedestrian-friendly neighborhood by mixing new condominiums with shopping and eateries near public transit.

As those plans slowly take shape, the city-sponsored art series might spur people to begin seeing the evolving neighborhood as a destination, said Jessica von Borck, Fremont's downtown project manager.

Also featuring music and food, the new series will spotlight local artists and their work, cultivating the city's cultural arts, von Borck said.

"We really want to highlight downtown as a place for people to connect with art and culture," she said. "In time, we hope this becomes a venue for artists and Fremont residents to meet."

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Fremont

Continued from Page 1

The city has hired Cherri Lakey and Brian Eder of Two Fish Design to plan Fremont's series. The South Bay event-production company, which runs San Jose's monthly art nights, has tapped into its network of Bay Area artists for the event, Lakey said.

The monthly pop-up galleries will open from 6 to 10 p.m. on every third Saturday, through October. Those attending can buy art work in the storefronts-turned-galleries, enjoy music spun by a local DJ and eat from a food truck or nearby restaurants, Lakey said.

Last month, the city started Downtown Fremont Street Eats, a weekly

convoy of gourmet food trucks parked on Capitol Avenue, about a block from Town Fair Shopping Center. City leaders also have invited the public to vote online for their favorite logo promoting downtown.

Saturday's event will be Fremont's most recent attempt to generate interest in the area. It also might add luster to the city's arts scene, said JoJo Perea, whose abstract paintings and drawings will be featured in the pop-up galleries.

"We're trying to bring a different flavor to Fremont," Perea said. "It's known for being quiet, but we're slowly waking up as a city. It's becoming colorful and vibrant and is forming its identity."

Contact Chris De Benedetti at 510-353-7011.

5-10-14

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- ★ Intevac, Inc. (5)
Kaiser Permanente Hospital - Fremont
- ★ Lam Research CA/3 (3)
- ★ Lam Research CA/30 (5)
- ★ Microwave Technology, Inc. (3)
- ★ Neophotonics Corporation (8)
- ★ Nitinol Devices & Components, Inc. #1 (2)
- ★ Pantronix Corporation (9)
- ★ Quality Transport, Inc. (4)
- ★ Quantum Clean #2 (7)
- ★ Seagate Technology LLC #3, Bldg. C (2)
- ★ Silevo, Inc. (3)
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- ★ Tri-Cities Recycling & Disposal Facility (9)
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