



**BOARD MEETING AGENDA**  
**Monday, July 22, 2013**  
**Regular Meeting - 7:00 P.M.**

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

David M. O'Hara  
*Attorney*

1. Call to Order

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2. Pledge of Allegiance

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3. Roll Call

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Motion

4. Minutes of the July 8, 2013 Regular Board Meeting  
*Motion approving the Minutes of July 8, 2013 as submitted.*

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5. Written Communications

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6. Oral Communications

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

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Information

7. Monthly Operations Report for June, 2013 (to be reviewed by the Budget & Finance Committee).

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Motion

8. Awarding the Construction Contract for the Hayward Marsh Pipeline Rehabilitation Project to McGuire and Hester (Bosick) (to be reviewed by the Construction Committee).

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Motion

9. Authorizing the General Manager to Execute an Agreement and Task Order No. 1 with West Yost Associates for the Design of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (Elliott) (to be reviewed by the Construction Committee).

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Motion

10. Resolution No. 2713, Authorizing Staff to Specify JWC Environmental Muffin Monster In-Line Grinders Exclusively for the Thickener Control Building Improvements Projects (Pipkin) (to be reviewed by the Construction Committee).

INFORMATION ITEMS

11. Board Standing Committee Assignments for FY14.  
*President Lathi will announce the roster for FY14.*

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12. Cal-Card Quarterly Activity Report (to be reviewed by the Budget & Finance Committee).

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13. Status Report on the Computer Purchase and Student Loan Program (to be reviewed by the Budget & Finance Committee).

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14. Status of Priority 1 CIP Projects at the End of FY13 (Gill) (to be reviewed by the Construction Committee).

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15. Solar Facilities Operational Update (Chau) (to be reviewed by the Construction Committee).

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16. Check Register (to be reviewed by the Budget & Finance Committee).

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17. Report from the East Bay Dischargers Authority Meeting of July 18, 2013.

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18. Committee Meeting Reports *(No Board action is taken at Committee meetings)*:
  - Budget & Finance Committee, Thursday, July 19, 2013 at 4:00 p.m.
  - Construction Committee, Friday, July 20, 2013 at 3:30 p.m.

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

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

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21. Adjournment – The Board will adjourn to the next Regular Board Meeting on August 12, 2013 at 7:00 p.m.

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

THE PUBLIC IS WELCOME TO ATTEND.



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

**NOTICE OF  
COMMITTEE MEETING**

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

**BOARD MEETING  
July 22, 2013**

**Committee Membership:**

Budget and Finance	Directors Jennifer Toy and Pat Kiite (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

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**Budget & Finance Committee, Thursday, July 18, 2013 at 4:00 p.m.**

7. Monthly Operations Report for June, 2013
12. Cal-Card Quarterly Activity Report
13. Status Report on the Computer Purchase and Student Loan
16. Check Register

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**Construction Committee, Friday, July 19, 2013 at 3:30 p.m.**

8. Awarding the Construction Contract for the Hayward Marsh Pipeline Rehabilitation Project to McGuire and Hester (Bosick)
9. Authorizing the General Manager to Execute an Agreement and Task Order No. 1 with West Yost Associates for the Design of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (Elliott)
10. Resolution No. 2713, Authorizing Staff to Specify JWC Environmental Muffin Monster In-Line Grinders Exclusively for the Thickener Control Building Improvements Projects (Pipkin)
14. Status of Priority 1 CIP Projects at the End of FY13 (Gill)
15. Solar Facilities Operational Update (Chau)

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

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

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
July 8, 2013**

**1. CALL TO ORDER**

President Kite called the Board to Order at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

ABSENT: None

STAFF: Richard Cortes, Acting General Manager/Business Services Manager  
Sami Ghossain, Coach, Capital Improvements Projects  
Jesse Gill, Manager, Technical Support & Customer Services  
Dave Livingston, Manager, Treatment & Disposal Services  
Robert Simonich, Manager, Fabrication, Maintenance & Construction  
David O'Hara, Legal Counsel  
Tom Graves, Assistant to the General Manager/Board Secretary

CONSULTANTS: None

VISITORS: Ed McCormick, Manager of Wastewater Engineering, EBMUD

**4. APPROVAL OF THE MINUTES OF JUNE 24, 2013**

Action

On a motion made by Director Handley and seconded by Director Fernandez, the Minutes of the Board of Directors Special Meeting of June 24, 2013 were approved. The motion carried unanimously.

**5. WRITTEN COMMUNICATIONS**

There were no official written communications.

**6. ORAL COMMUNICATIONS**

There were no oral communications.

**7. ELECTION OF OFFICERS FOR FY14**

Action

On a motion made by Director Handley and seconded by Director Kite, the nominations of Anjali Lathi as President, Manny Fernandez as Vice President, and Jennifer Toy as Secretary, were approved unanimously.

**8. APPROVING THE PUBLICLY AVAILABLE PAY SCHEDULE**

Action

On a motion made by Director Toy and seconded by Director Fernandez, the Publicly Available Pay Schedule was amended to reflect a 3.5% salary adjustment made to classified employee salary ranges as the result of the June 6, 2013 implementation of the new labor contract, and the unclassified classification of Junior Engineer was added as well. The motion carried unanimously.

**9. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) ELECTION OF REGION 3, SEAT B REPRESENTATIVE.**

This item was pulled by staff. It had been previously acted upon at the April 8, 2013 Board of Directors meeting.

**INFORMATION ITEMS**

**10. BOARD EMAIL COMMUNICATIONS**

Counsel O'Hara made a presentation about legal requirements as they relate to public disclosure and privacy issues. He cited a local case in Santa Clara County that could have an effect on email accounts as they relate to disclosable contents. He stated that the decision about how to manage email correspondence is within the purview of the Board, but that he would advise them it would probably be best to route all communications through the office of the General Manager.

**11. CHECK REGISTER**

Director Handley requested information about weed abatement costs, and Andy Morrison explained that CS staffs as well as contract labor will, from time to time, spray areas in easements as well as here at the plant for weeds, especially around manholes.

Director Handley also requested that the Board be given a brief report on the EAP Program, how it is being accessed, if usage is up or down, etc. Rich Cortes said he would follow through with the Board.

**12. COMMITTEE MEETING REPORTS**

The following committees met: Personnel and Legal/Community Affairs.

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

Acting General Manager Rich Cortes presented the report.

He stated a new Jr. Engineer has been hired, and that the Construction Inspector position closed with 48 applications received.

The month of June marked 13 months at USD without a spill.

Jesse Gill presented an update on the Boyce Road Pump Station, which has been experiencing motor or diesel oil smells the past two consecutive Tuesdays. Environmental Compliance staff and Collections Services staff are working to find the source of the oil.

Staff has received a request from The Los Angeles Times regarding Evergreen Oil, and is working on a response.

There have been four complaints of odors emanating from the plant within a 1 mile radius, which have triggered an investigation. Dave Livingston has been liaising with local residents and staff to discern the source of the odors, and work continues. The Board will be kept apprised.

Director Fernandez suggested that trees might make a better barrier than the wall now in place, especially if the purpose is to disperse the airflow from the plant. He suggested that staff may want to contact a landscape architect.

14. **OTHER BUSINESS**

There was no other business.

15. **ADJOURNMENT**

At 7:30 p.m., the Board adjourned to the next Regular Board Meeting on Monday, July 22, 2013 at 7:00 p.m. in the Boardroom.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
TOM GRAVES  
SECRETARY TO THE BOARD

\_\_\_\_\_  
MANNY FERNANDEZ  
SECRETARY

APPROVED:

\_\_\_\_\_  
PAT KITE  
PRESIDENT

Adopted this 22nd day of July, 2013.

# Monthly Operations Report

For the Month of

June, 2013

Presented at the June 24, 2013  
Board Meeting

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## GENERAL MANAGER'S SUMMARY

Below is a summary of major activities that occurred at the District during June 2013.

**ODOR COMPLAINTS:** USD received 4 odor complaints related to the collection system and treatment plant. In the collection system, neither event was related to USD operations. Two odor complaints received at the Plant. One appeared to not be related to USD operations. The second is believed to have its source at the Dewatering Building and may be related to truck loading and hauling operations and wind direction during the event. Staff continues investigation and is implementing mitigation measures.

**SAFETY:** There were no accidents or injuries during the month. Mike Marzano conducted training on the Illness and Injury Prevention Plan for all USD employees.

**FINANCIAL:** On a preliminary basis, the net ECB for the fiscal year is approximately 93% of budget for FY13. New rates were approved at the June 24 Board meeting. The kickoff was held with Vavrinek, Trine, Day and Company for the FY13 Audit. Auditors were on site for one week to begin preliminary work.

**COLLECTION SYSTEM:** The group completed the month of June with no spills, thus completing thirteen consecutive months without a spill.

**PLANT OPERATIONS:** Unexpected failure of Cogeneration Engine No. 1 occurred. Quick response by FMC staff resulted in minimal down time for repairs.

### PROJECTS:

- Preliminary work is under way on the Cogeneration Project.
- Pipe failure occurred while attempting to clean an 8" pipe in the intersection of Thornton Avenue and Cedar Blvd. Quick response by USD staff, contractor and the City of Newark allowed for repair on weekend minimizing impacts on traffic.

**STAFFING & PERSONNEL:** Recruitments are under way for a construction inspector and an administrative assistant for FMC. The CIP team has hired a Junior Engineer to fill the vacancy created by the departure of associate engineer Todd Yamello.

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

- The GM and Executive Team are continuing strategic planning to develop a new 3 year plan for USD. Donna Wies is facilitating the sessions.
- GM conducted District wide meeting to discuss succession planning and other topics.
- GM attended CASA Legislative Committee, BACWA briefing on nutrients in SF Bay, and the Bay Area Managers Roundtable.
- GM and Communications Coordinator developed content for next USD newsletter.
- USD met with East Bay Regional Parks District to discuss next steps for resolving operational issues at Hayward Marsh.

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

June 30,2012 to June 14, 2013

DIVISION	Reg. Hours	Lt Duty	O/T					Historical FY12			Average Number of Employees <input type="text" value="130"/>
				Total Leaves*	Sick	STD	WC	Sick	STD	WC	
General Manager Staff	5,103		55	977 16%	92 1.5%			66 0.9%			
Business Service	37,314		65	5,826 14%	668 1.5%	211 0.5%		974 2.1%	203 0.4%		Current Number of Vacant Positions (1) <input type="text" value="2"/>
Technical Service	52,543		166	9,891 16%	2,074 3.3%	472 0.8%		1,448 2.1%	382 0.6%	17 0.0%	
Collection System	51,482		4,116	9,348 15%	1,491 2.5%	235 0.4%	124 0.2%	2,133 3.4%	274 0.4%	3,617 5.8%	Hours Worked Per Week Per Employee (2) <input type="text" value="35.07"/>
Treatment & Disposal	41,578		747	6,286 13%	930 1.9%	144 0.3%		759 1.5%	238 0.5%		
FMC	32,698		2,214	7,097 18%	1,227 3.1%	74 0.2%	33 0.1%	1,266 2.9%	236 0.6%	31 0.1%	Projected Average Annual Sick Leave Per Employee (3) <input type="text" value="51.83"/>
<b>Totals</b>	<b>220,719</b>		<b>7,363</b>	<b>39,425</b>	<b>6,482</b>	<b>1,136</b>	<b>157</b>	<b>6,646</b>	<b>1,333</b>	<b>3,665</b>	<input type="text" value="51.83"/>
%	84.8%		2.8%	15.2%	2.5%	0.4%	0.1%	2.4%	0.5%	1.3%	

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

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

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



## ODOR REPORT June 2013

During the recording period from June 01, 2013 through June 30, 2013, there were four odor related service requests received by the District.

### **City: Fremont**

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

*Date:* 6/7/2013

*Location:* MARDIS ST

*Wind (from):* South West

*Temperature:* 85 Degrees F

*Time:* 2:30 pm

*Reported By:* Rudy Quintoro

*Wind Speed:* 5 mph

*Weather:* Clear

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

We inspected our USD mains and storm drain inlets in the area and did not find any odors. We relayed our findings to the complainant and he said he only smells an odor when he does his laundry in the garage. We checked the garage and had him start his washing machine and found that his washing machine was not pumping water out fully. The problem was standing water from the washing machine.

#### **2. Complaint Details:**

*Date:* 6/26/2013

*Location:* SHENANDOAH PL

*Wind (from):* West

*Temperature:* 70 Degrees F

*Time:* 10:30 am

*Reported By:* Rhonda Pereira

*Wind Speed:* 0 mph

*Weather:* Cloudy

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

We inspected the mains and manholes in the surrounding area. We did not detect any odors or gases in our manholes or surrounding area. I left a brochure for PGE cross bore connections and told her that if she smelled the odor again inside the home, as before, to call PGE.

### **City: Union City**

#### **3. Complaint Details:**

*Date:* 6/19/2013

*Location:* ALVARADO BL

*Wind (from):* West

*Temperature:* 60 Degrees F

*Time:* 10:30 am

*Reported By:* Kishore Nandipati

*Wind Speed:* 25 mph

*Weather:* Clear

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

We inspected the manholes on Alvarado Blvd. surrounding the residence. No odors were detected. We contacted the wife who was at the residence and relayed our findings. We gave her our USD brochures except the Odor brochure. We will return tomorrow to give them our Odor brochure. TPO investigated around the Plant and did not find any odors, but did observe a sludge hauler truck leaving the Plant.

#### **4. Complaint Details:**

*Date:* 6/28/2013

*Location:* ROCHELLE DR

*Wind (from):* North West

*Temperature:* 79 Degrees F

*Time:* 5:15 pm

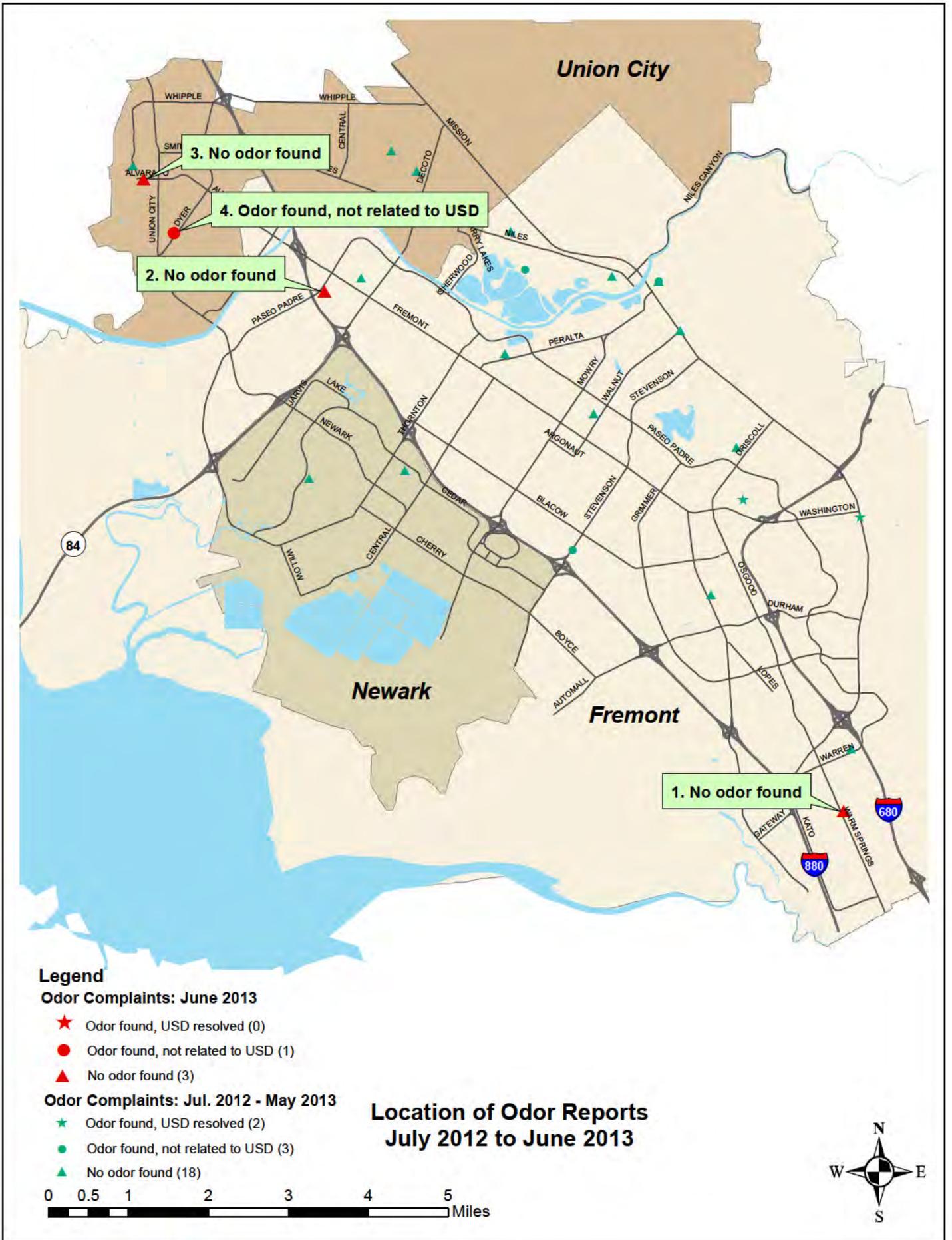
*Reported By:* Pricilla Guiuani

*Wind Speed:* 13 mph

*Weather:* Clear

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

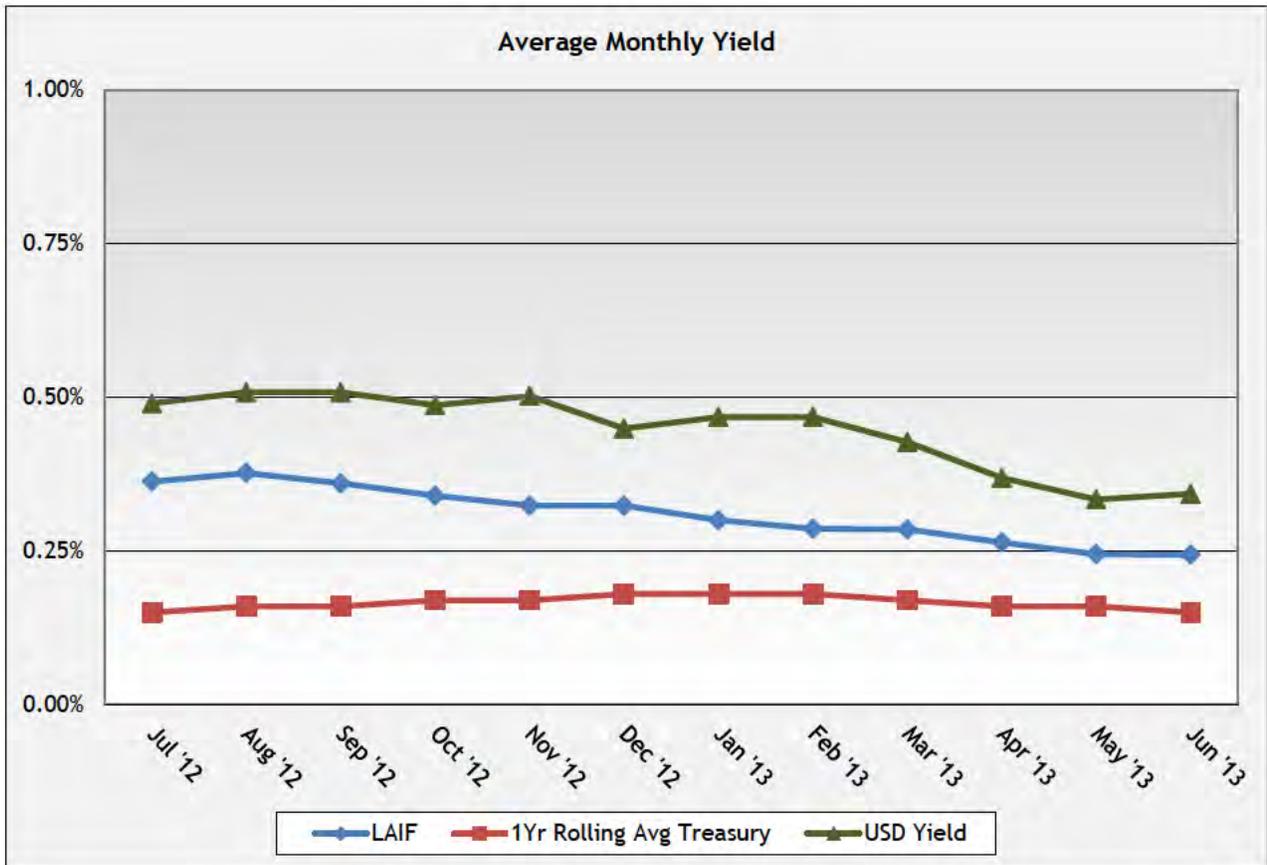
We checked USD manholes, storm manholes and drain inlets in the area. We found no odors coming from the manholes. The winds were blowing in from the northwest at 13 mph. I could smell steer manure. We called the Plant and it had just been checked and there were no odors emanating from the Plant. We gave her the Odor brochure and advised her that there are farm animals grazing in the field next to the plant.



**Business Services Group  
Activities Report  
June 2013**

- The Quality Coordinator continued strategic planning with the ET. With the GM, presented information on the planning process and progress so far to the board at a workshop on June 6.
- The Quality Coordinator presented a class on time and workspace organization to Leadership School participants.
- Approval of the contract with SEIU which the Human Resources Administrator was involved in throughout the year and process.
- The Human Resources Administrator worked with the General Manager and Board of Directors to complete the selection of the new Deputy General Manager, Ed McCormick.
- The Human Resources Administrator presented information about the Pension Reform Act at a Board of Directors' workshop.
- The recruitment for Jr. Engineer was hired; Derek Chiu was hired.
- The recruitment for FMC Mechanic Intern was completed; Colibri Mora was hired.

**Performance Measures**  
**AVERAGE MONTHLY YIELD**



FY 2013 BUDGET AND FINANCE REPORT

\*Preliminary\*

Year-to-date as of 6/30/13

100% of year elapsed

Audited  
Last Year  
Actuals 6/30/12

**REVENUES**

	Budget	Actual	% of Budget Rec'd	
Capacity Fees	\$1,750,000	\$2,605,023	149%	\$2,848,488
Sewer Service Charges	42,387,000	40,087,956	95%	40,630,578
ECB Revenues	725,000	716,930	99%	830,990
Interest	700,000	618,348	88%	631,940
Misc. (incl. annual LAVWMA payment, PG&E rebates)	295,000	317,307	108%	196,367
<b>Subtotal Revenues</b>	<b>\$45,857,000</b>	<b>\$44,345,564</b>	<b>97%</b>	<b>\$45,138,363</b>
SRF Loan Proceeds (Boyce, Prim Clarif, Subst 1)	5,200,000	4,118,084	79%	10,755,247
<b>Total Revenues + SRF Proceeds</b>	<b>\$51,057,000</b>	<b>\$48,463,648</b>	<b>95%</b>	<b>\$55,893,610</b>

**EXPENSES**

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Projects	\$2,565,000	\$2,525,766	98%	\$3,032,556
Renewal & Repl. Projects	11,048,000	10,376,324	94%	15,580,736
Expenditure Control Budget (ECB)	30,279,646	28,170,241	93%	28,332,356
Non-ECB	927,600	639,859	69%	653,213
Retiree Medical (ARC* + balance transfers)	448,284	445,724	99%	369,269
Vehicle & Equipment	1,279,000	589,238	46%	301,390
Information Systems	1,349,000	651,034	48%	434,297
Plant & Pump Station R&R	250,000	100,476	40%	189,272
Pretreatment Fund	7,000	5,220	75%	9,530
County Fee for SSC Admin.	105,000	105,251	100%	104,948
Debt Servicing:				
State Revolving Fund Loans	4,105,419	4,086,647	100%	3,929,320
Union City Use Permit	0	0	0%	500,000
<b>Total Expenses</b>	<b>\$52,363,949</b>	<b>\$47,695,780</b>	<b>91%</b>	<b>\$53,436,888</b>
<b>Total Revenue &amp; Proceeds less Expenses</b>	<b>(\$1,306,949)</b>	<b>\$767,868</b>		<b>\$2,456,722</b>

**Gross ECB Expenses by Work Group**

	Budget	Actual	% of Budget Used	Last Year Actuals
Board of Directors	\$187,300	\$149,183	80%	\$153,717
General Manager/Admin.	904,500	816,569	90%	848,498
Business Services	4,306,237	4,055,627	94%	4,002,736
Collection Services	5,321,029	5,161,108	97%	4,798,992
Tech Support & Cust. Services	5,005,136	4,729,724	94%	4,708,242
Treatment & Disposal Services	9,349,644	8,673,993	93%	8,974,904
Fabrication, Maint. & Construction	5,205,800	4,584,037	88%	4,845,266
<b>Total</b>	<b>\$30,279,646</b>	<b>\$28,170,241</b>	<b>93%</b>	<b>\$28,332,356</b>

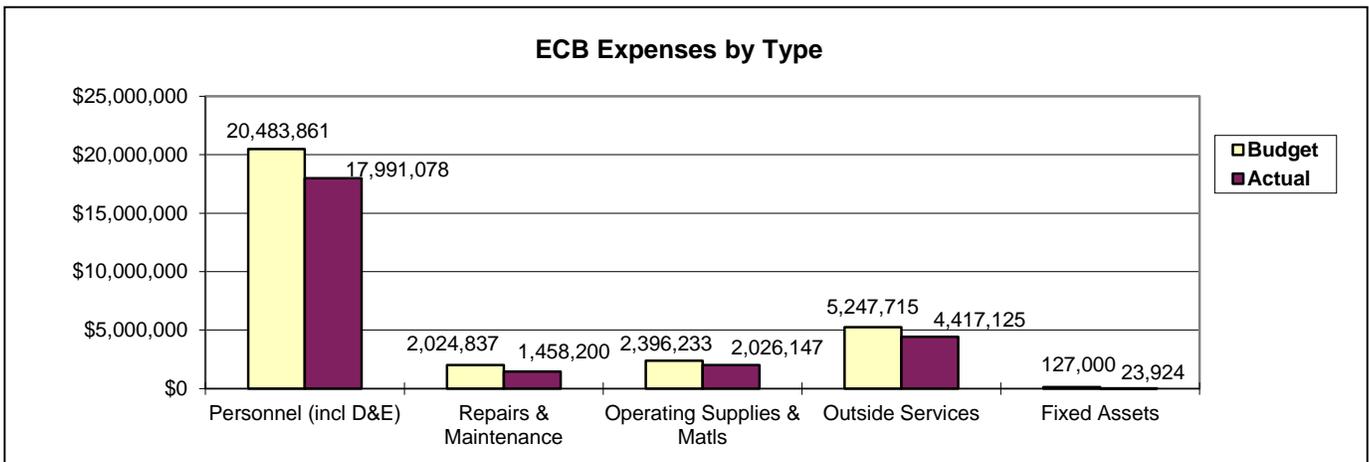
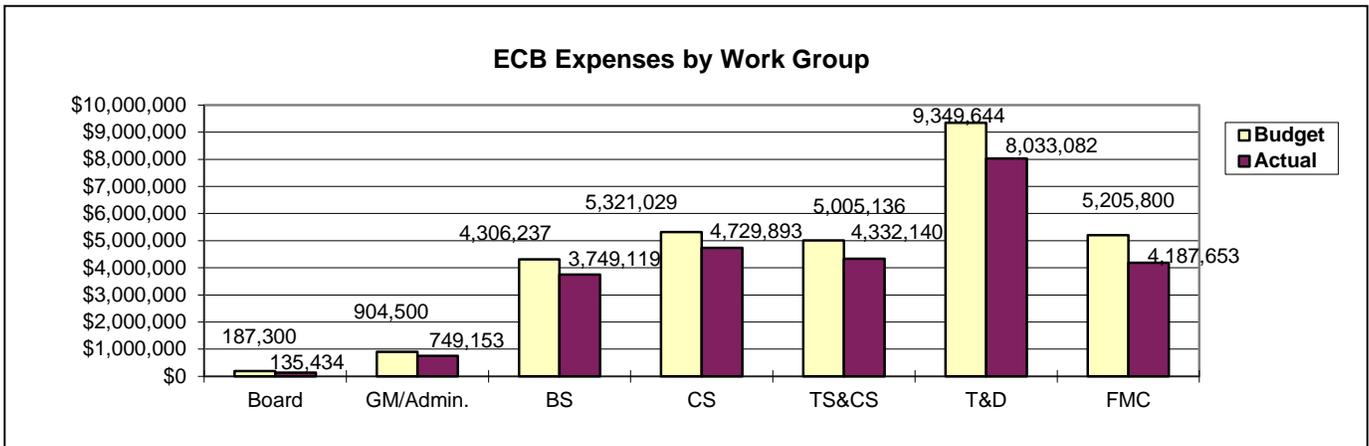
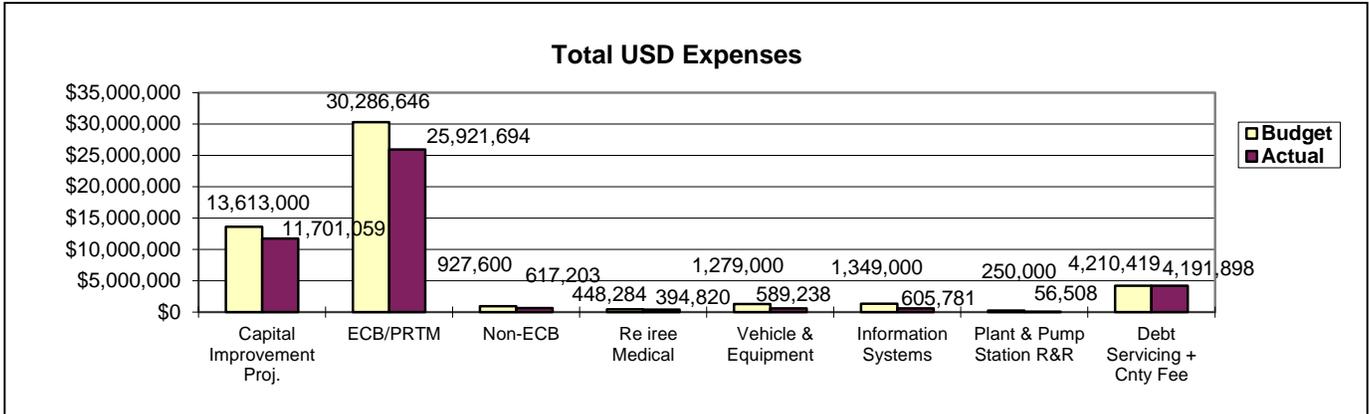
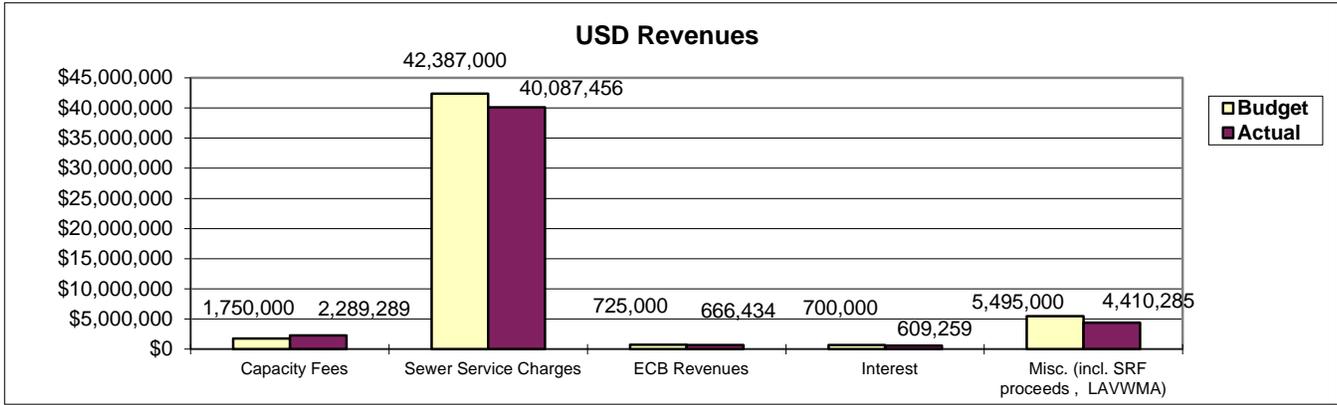
**ECB Expenses by Type**

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$20,483,861	\$19,623,005	96% (100%)*	\$18,900,153
Repairs & Maintenance	2,024,837	1,593,089	79%	1,960,647
Operating Supplies & Mats	2,396,233	2,205,823	92%	2,215,039
Outside Services	5,247,715	4,724,401	90%	5,215,149
Fixed Assets	127,000	23,924	19%	41,367
<b>Total</b>	<b>\$30,279,646</b>	<b>\$28,170,241</b>	<b>93%</b>	<b>\$28,332,356</b>

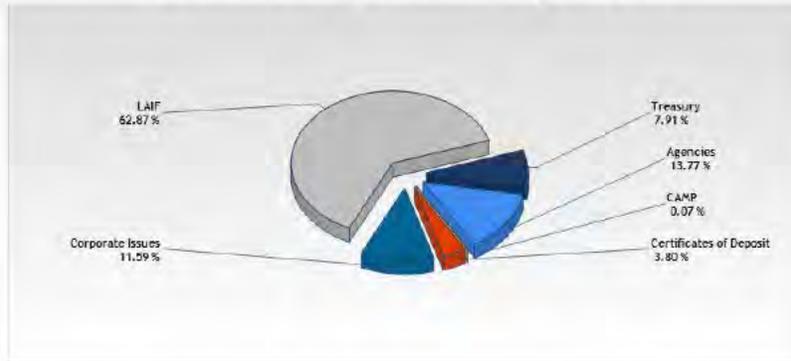
Some totals are on a cash basis, except for June YTD which is all on a full accrual basis, and consistent with Generally Accepted Accounting Principles (GAAP).

\*ARC = Annual Required Contribution

\*\* Personnel Budget Target



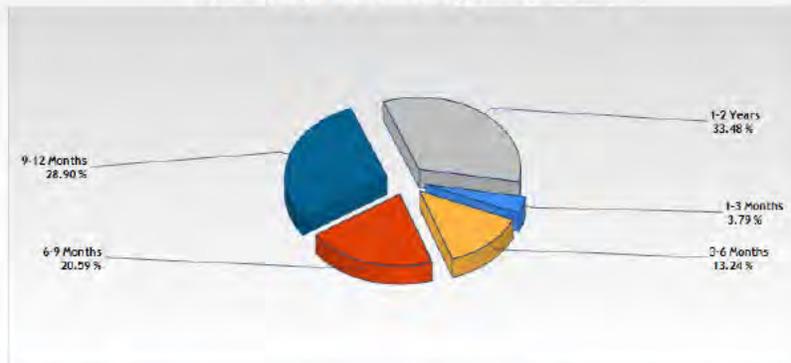
### All Portfolio Holdings Distribution by Asset Class



### 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
1-3 Months	705,000.00	0.418	714,778.35	43	3.79	705,853.05	705,791.84	0.12
3-6 Months	2,500,000.00	0.464	2,499,671.90	133	13.24	2,500,889.51	2,499,860.79	0.07
6-9 Months	3,740,000.00	0.512	3,885,660.00	232	20.59	3,808,117.50	3,803,718.85	0.63
9-12 Months	5,420,000.00	0.447	5,454,755.64	336	28.90	5,444,856.14	5,434,129.52	0.92
1-2 Years	6,220,000.00	0.594	6,318,169.00	608	33.48	6,300,968.38	6,295,771.47	1.65
<b>Total / Average</b>	<b>18,585,000.00</b>	<b>0.511</b>	<b>18,873,034.89</b>	<b>368</b>	<b>100</b>	<b>18,760,684.58</b>	<b>18,739,272.47</b>	<b>0.96</b>

**Union Sanitary District**  
**Board Report - Holdings**  
Report Format: By Transaction  
Group By: Asset Class  
**Portfolio/Report Group: All Portfolios**  
**As of 6/30/2013**

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Agencies</b>											
FHLB 0.4 6/27/2014	313379N47	Moodys-Aaa	6/6/2012	2,000,000.00	1,999,980.00	0.400	2,003,360.00	0.401		6/27/2014	3.93
FHLB 2.375 3/14/2014	3133XWKV0	Moodys-Aaa	3/21/2012	2,000,000.00	2,075,820.00	2.375	2,030,380.00	0.450		3/14/2014	4.08
FNMA 0.42 6/5/2015-13	3135G0SE4	Moodys-Aaa	12/5/2012	2,000,000.00	2,000,000.00	0.420	1,997,300.00	0.420		6/5/2015	3.93
FNMA 1 5/16/2014-11	31398A6A5	Moodys-Aaa	3/21/2012	925,000.00	934,795.64	1.000	931,956.00	0.505		5/16/2014	1.84
<b>Sub Total / Average</b>				<b>6,925,000.00</b>	<b>7,010,595.64</b>	<b>1.071</b>	<b>6,962,996.00</b>	<b>0.435</b>			<b>13.77</b>
<b>CAMP</b>											
CAMP LGIP	LGIP4000	None	5/31/2011	33,642.38	33,642.38	0.100	33,642.38	0.100	N/A	N/A	0.07
<b>Sub Total / Average</b>				<b>33,642.38</b>	<b>33,642.38</b>	<b>0.100</b>	<b>33,642.38</b>	<b>0.100</b>			<b>0.07</b>
<b>Certificates of Deposit</b>											
Ally Bank 0.75 5/16/2014	02005QF24	None	5/16/2012	245,000.00	245,000.00	0.750	245,495.24	0.750		5/16/2014	0.48
Apple Bank 0.55 6/6/2014	037830LH7	None	6/6/2012	250,000.00	250,000.00	0.550	249,904.90	0.550		6/6/2014	0.49
BMW Bank 0.35 11/14/2013	05568P2D8	None	12/26/2012	240,000.00	239,676.00	0.350	240,054.96	0.503		11/14/2013	0.47
Discover Bank 0.5 11/21/2013	254671JE1	None	12/26/2012	240,000.00	239,995.90	0.500	240,203.30	0.502		11/21/2013	0.47
Fifth Third Bank 0.4 2/20/2014	316777GL9	None	2/20/2013	240,000.00	240,000.00	0.400	240,057.50	0.400		2/20/2014	0.47
GE Capital Retail											

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
Bank 0.95 3/16/2015	36157PAU3	None	1/2/2013	240,000.00	240,000.00	0.950	241,725.14	0.950		3/16/2015	0.47
Goldman Sachs Bank 0.75 11/14/2014	38143AU78	None	11/30/2012	240,000.00	240,000.00	0.750	240,637.92	0.750		11/14/2014	0.47
Sallie Mae Bank 0.75 11/14/2014	795450QK4	None	11/30/2012	240,000.00	240,000.00	0.750	240,637.92	0.750		11/14/2014	0.47
<b>Sub Total / Average</b>				<b>1,935,000.00</b>	<b>1,934,671.90</b>	<b>0.625</b>	<b>1,938,716.88</b>	<b>0.644</b>			<b>3.80</b>
<b>Corporate Issues</b>											
Credit Suisse USA Inc 5.125 1/15/2014	22541LAM5	Moodys- A1	1/2/2013	1,500,000.00	1,569,840.00	5.125	1,537,680.00	0.610		1/15/2014	3.08
General Electric Cap tal 2.375 6/30/2015	36962G5F7	Moodys- A1	11/30/2012	500,000.00	517,745.00	2.375	512,805.00	0.980		6/30/2015	1.02
JP Morgan Chase 4.75 3/1/2015	46625HCE8	Moodys- A2	1/2/2013	1,000,000.00	1,079,800.00	4.750	1,063,800.00	1.012		3/1/2015	2.12
Principal Life Income Fund Var. Corp 11/8/2013	74254PPF3	Moodys- AA3	5/21/2012	2,020,000.00	2,020,000.00	0.455	2,020,631.25	0.455		11/8/2013	3.97
Toyota Motor Cred t 1.375 8/12/2013	89233P4H6	Moodys- AA3	2/28/2012	705,000.00	714,778.35	1.375	705,853.05	0.418		8/12/2013	1.40
<b>Sub Total / Average</b>				<b>5,725,000.00</b>	<b>5,902,163.35</b>	<b>2.763</b>	<b>5,840,769.30</b>	<b>0.640</b>			<b>11.59</b>
<b>LAIF</b>											
LAIF LGIP	LGIP1002	None	4/30/2011	32,009,735.27	32,009,735.27	0.244	32,009,735.27	0.244	N/A	N/A	62.87
<b>Sub Total / Average</b>				<b>32,009,735.27</b>	<b>32,009,735.27</b>	<b>0.244</b>	<b>32,009,735.27</b>	<b>0.244</b>			<b>62.87</b>
<b>Treasury</b>											
T-Note 0.375 11/15/2014	912828RQ5	Moodys- Aaa  Moodys-	5/25/2012	2,000,000.00	2,000,624.00	0.375	2,004,062.40	0.362		11/15/2014	3.93

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-Note 1 5/15/2014	912828QM5	Aaa	3/21/2012	2,000,000.00	2,024,980.00	1.000	2,014,140.00	0.416		5/15/2014	3.98
<b>Sub Total / Average</b>				<b>4,000,000.00</b>	<b>4,025,604.00</b>	<b>0.689</b>	<b>4,018,202.40</b>	<b>0.389</b>			<b>7.91</b>
<b>Total / Average</b>				<b>50,628,377.65</b>	<b>50,916,412.54</b>	<b>0.699</b>	<b>50,804,062.23</b>	<b>0.343</b>			<b>100</b>

**Union Sanitary District**  
**Board Report - Activity**  
**Portfolio/Report Group: All Portfolios**  
**From 6/1/2013 To 6/30/2013**

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
<b>DEPOSIT</b>								
CAMP LGIP	LGIP4000	2.72	2.72	0.00		0.000	6/30/2013	2.72
<b>Sub Total / Average</b>		<b>2.72</b>	<b>2.72</b>	<b>0.00</b>				<b>2.72</b>
<b>INTEREST</b>								
Apple Bank 0.55 6/6/2014	037830LH7	0.00	0.00	685.62	0.550	0.000	6/6/2013	685.62
CAMP LGIP	LGIP4000	0.00	0.00	2.72		0.000	6/30/2013	2.72
FHLB 0.4 6/27/2014	313379N47	0.00	0.00	4,000.00	0.400	0.000	6/6/2013	4,000.00
FNMA 0.42 6/5/2015-13	3135G0SE4	0.00	0.00	4,200.00	0.420	0.000	6/5/2013	4,200.00
<b>Sub Total / Average</b>		<b>0.00</b>	<b>0.00</b>	<b>8,888.34</b>				<b>8,888.34</b>
<b>WITHDRAW</b>								
LAIF LGIP	LGIP1002	400,000.00	400,000.00	0.00		0.000	6/5/2013	400,000.00
LAIF LGIP	LGIP1002	2,800,000.00	2,800,000.00	0.00		0.000	6/7/2013	2,800,000.00
LAIF LGIP	LGIP1002	800,000.00	800,000.00	0.00		0.000	6/13/2013	800,000.00
LAIF LGIP	LGIP1002	900,000.00	900,000.00	0.00		0.000	6/21/2013	900,000.00
LAIF LGIP	LGIP1002	700,000.00	700,000.00	0.00		0.000	6/28/2013	700,000.00
<b>Sub Total / Average</b>		<b>5,600,000.00</b>	<b>5,600,000.00</b>	<b>0.00</b>				<b>5,600,000.00</b>

## COLLECTION SERVICES ACTIVITIES REPORT June 2013

### Progress/Accomplishments

- Completed 125,251 feet of cleaning and 67,533 feet of televising of sewer lines in June
- Responded to 20 service request calls in June
- Completed a total of 9 main repairs in June
- Marked and located all sewer lines (Underground Service Alerts)
- Provided support on the following projects: Cast Iron Phase IV and V, I-680 Crossing, Hansen 8, and Plant Shut Downs
- Participated in a CASSE benchmarking meeting
- Participated in a BACWA meeting
- Continued training of 2 new Collection System Workers
- Continued to make progress on catching up on 72 Month Cleaning and Inspection PMP
- Participated in Strategic Planning
- Assisted Contractor to make emergency spot repair in busy intersection in Newark
- Completed 13 months in a row with no SSOs

Training for Collections included;

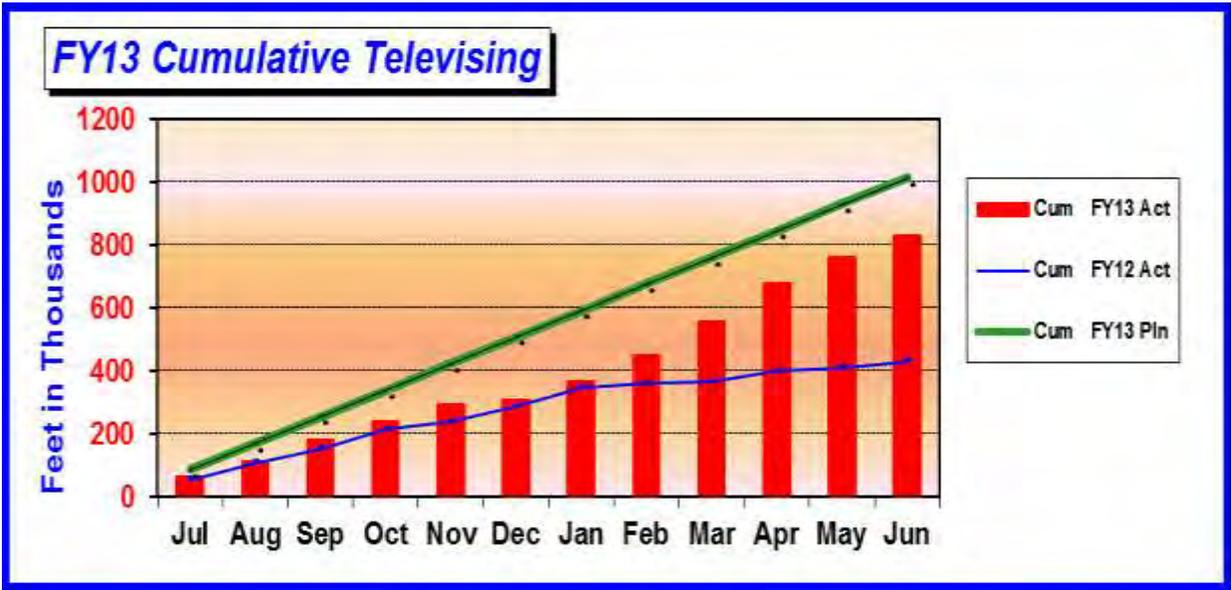
Injury and Illness Prevention Program, SOP CS504 Accessing Private Property, SOP-CS549 Chop Saw, SOP-CS510 Magnetic Manhole Cover Lifter, and Safety Star Points shared and discussed topics from Safety meeting.

### Future Planning

- Continue developing the By-Pass Training Module
- Continue effort of to catch up on 72 Month Cleaning and Inspection PMP
- Develop and Implement Phase II of 72 Month Pilot TV after rinsing

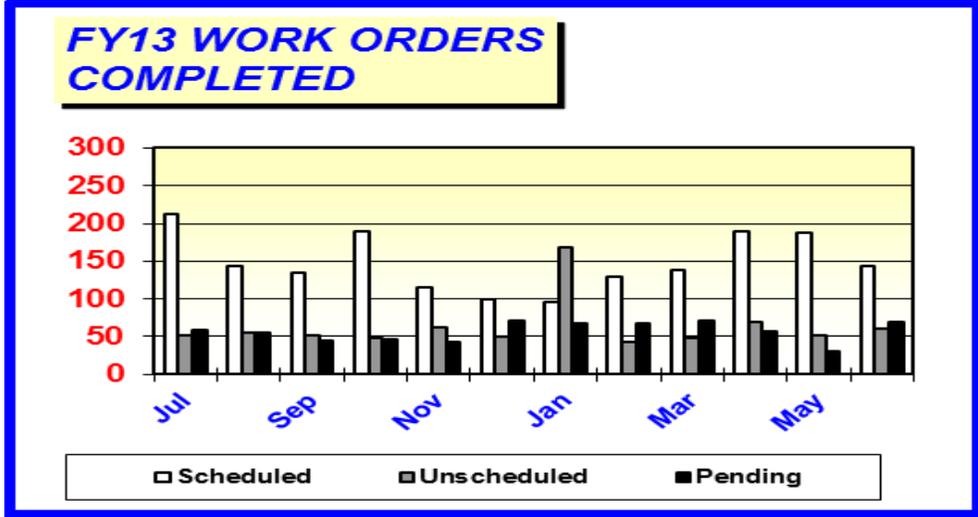
### Performance Measures



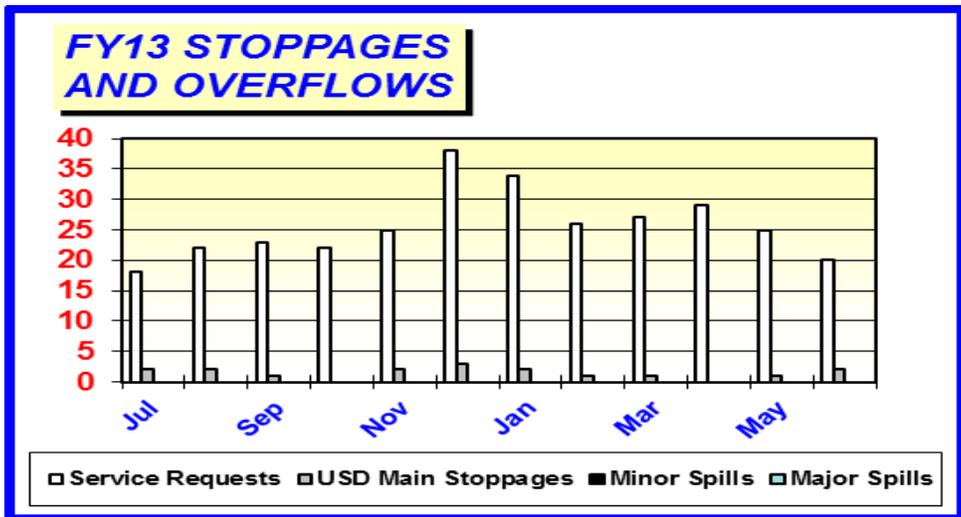


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



**T&D/FMC  
Activities Report  
June 2013**

**Progress/Accomplishments**

- Maintained 100% compliance with NPDES permits.
- Completed 94% preventive maintenance activities for the month of June.
- Completed 40 corrective maintenance work orders for the month of June.
- Overhauled cogeneration engine #1.
- Replaced centrifuge polymer pumps 1/4.
- Rebuilt sample pump #7.
- No deficiencies were identified during the annual BAAQMD inspection of the treatment plant.
- Met with EBRPD to discuss dredging project progress at the Hayward Marsh.
- Participated on the Stakeholder Advisory Group for the SF Bay Nutrient Project.
  
- Completed the update of laboratory procedures as required by the EPA Method Update Rule.
- Processed samples for the Carollo Engineers Biosolids Dewatering Study.

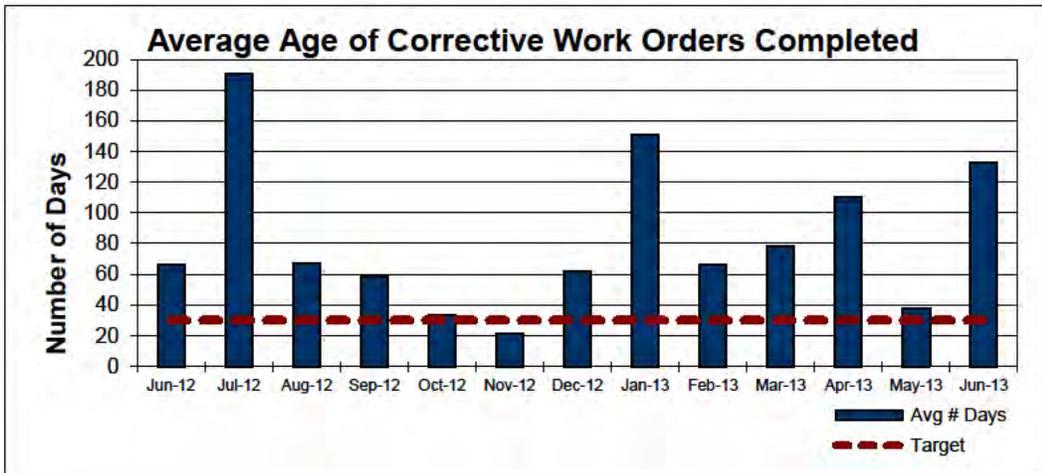
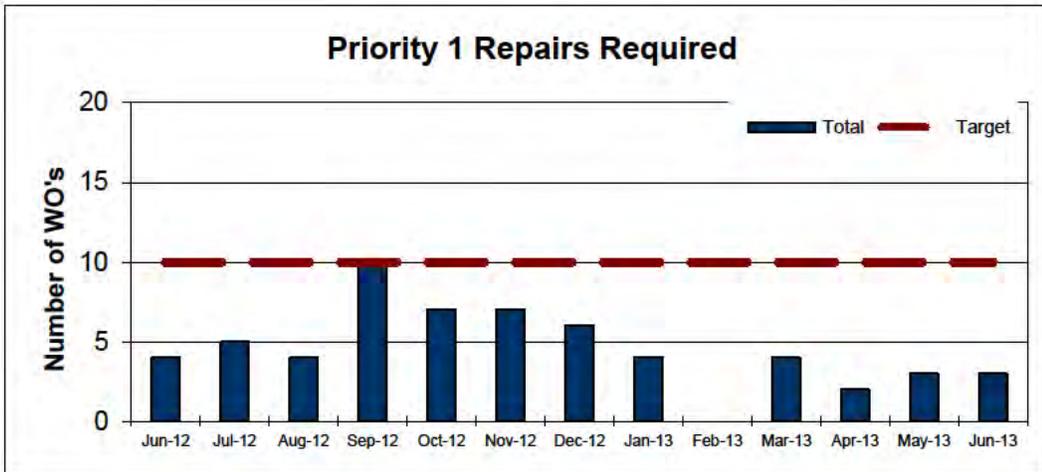
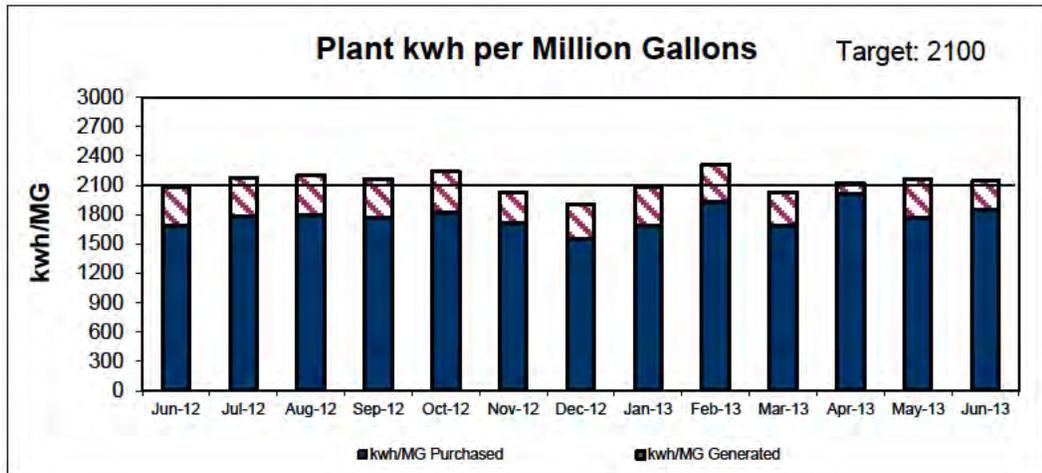
**Future Planning**

- Replace headworks recycle gate actuator.
- Replace Paseo Padre #1 pump gearbox anti-rotation device.
- Repair headworks air supply fan.
- Meet with the Regional Board to discuss development of alternatives to dredging the Hayward Marsh.
- Attend the South Bay Salt Pond Restoration Symposium (webinar)
- Discuss alternatives to caustic dosing of the collection system with CS and their new potential vendor.
- Attend BAAQMD Air Committee meeting.
- Review results of energy audit by the Industrial Assessment Center.

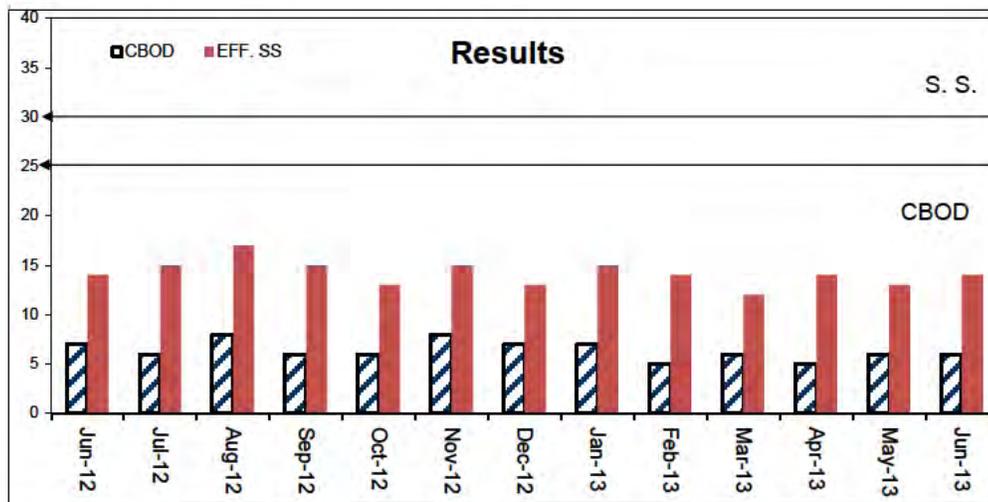
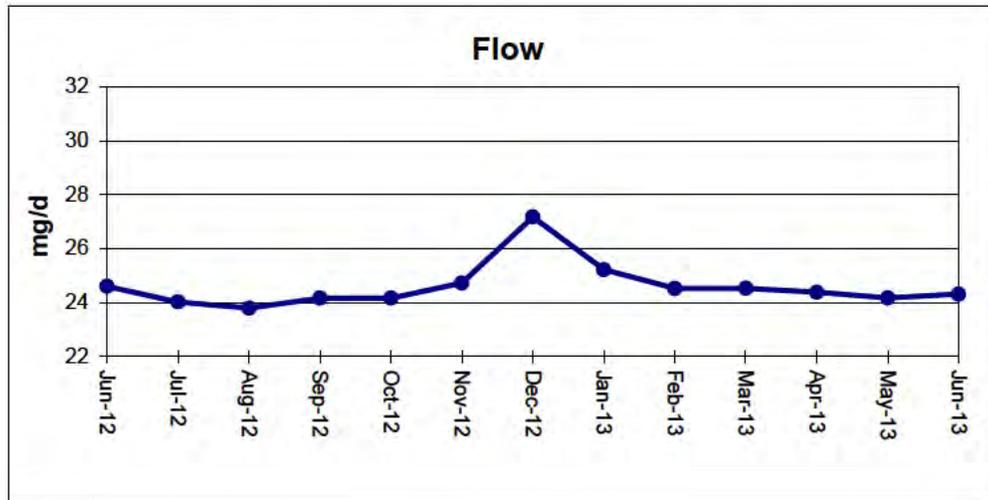
**Other**

- Co-gen system produced 13.5% of power consumed for the month of June.

## Performance Measurements



## Operational/NPDES Performance



<u>Parameter</u>	<u>Monthly Average</u>	<u>NPDES Permit Limits</u>
SS	14	30 mg/l
BOD	6	25 mg/l
F. Coliform	9 - 16 28 - 28	500, 5-Day Log Mean 1100, 90th Percentile
Copper	4.9	78 µg/l
Nickel	3.3	79 µg/l
Mercury	0.00262	0.066 µg/l
Cyanide	< 3.0	42 µg/l

**MONTHLY OPERATIONS REPORT FOR THE MONTH OF JUNE 2013  
TECHNICAL SUPPORT AND CUSTOMER SERVICE WORK GROUP SUMMARY**

**Capital Improvement Program**

**Boyce Road Lift Station** – Demolition of the old lift station facility is currently in progress.

**Cast Iron Lining Phase IV** – Field work has begun. 8 of 21 sites are complete. 6 more are in progress.

**I-680 @ Sabercat Rd. SS Relocation** – Submittals are in progress. Field work has begun. The jacking pit excavation and shoring installation are in progress.

**Thickener Control Building Interim Improvements Project** – New concrete slab for new pump area in place.

**Headworks Improvements Project** – Chlorine mixer support beams replaced. PLC 21 replaced.

**RAS Pump Station Piping Improvements Project** – Submittals are in progress. Installation of temporary bypass system is scheduled for July.

**Cogeneration Project** – The contractor completed compaction grouting of the soil and excavated the new utility trenches beneath the future Cogeneration Building slab. The contractor is continuing with submittals for equipment and materials to be procured and installed in the project.

**MCC Replacement Project – Phase 2** – Conducted the preconstruction meeting with DW Nicholson. NTP was issued on 6/26/13.

**Customer Service**

Trouble Calls dispatched from the Front Desk during business hours:

<b>Fremont</b>	<b>Newark</b>	<b>Union City</b>	<b>Total</b>
12	3	3	<b><u>18</u></b>

**Graphics and Communications**

- Managed FOG postcard & door hanger printing and mailing projects; printer, translations, post office regulations
- Updated website: EC pages content and submenu bars, Jose Rodrigues on What's New Page
- Created Presentation for Prop 218 public hearing
- Newsletter research and writing for Autumn publication

**Environmental Compliance**

**Pollution Prevention Program**

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
2	2	0

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

Name of Event	Date
None	

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

Report Name	Date Report Completed and Submitted
None	

**Pollution and Prevention**

Business Inspected			Illicit Discharge Complaints	Enforcement Actions		
UR	FOG	Total		Type	UR	FOG
96	59	155	0	Verbal Warning	20	18
				Notice of Deficiency	0	8
				Warning Letter	0	7
				Notices of Violation	10	0
				Admin Fine	0	0
				Legal Action		

**Industrial**

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

Report Name	Date Report Completed and Submitted
None	

**Pending Permits**

New Industrial/Groundwater Permits	Groundwater/Temporary
West Coast Quartz	

**Permits Issued**

Company Name	Date Permit Issued
Western Digital re-class (from SIU to Class 2)	June 25, 2013 (effective July 1, 2013)

**Industrial Closures**

Company Name	Date of Closure
None	

### Enforcement Action

Violation	IU Name & Nature of Business	City (F, N, UC)	Parameters Violated	Discharge conc. or mass	USD/Fed Limit Violated	Comments
NOV	Cellotape-printing	F	Copper	2.55 mg/L	2.0 mg/L.	IU has returned to compliance.

(1) Warning Letter (WL), Notice of Violation (NOV), Administrative Order (AO), Cease & Desist Order (C&D), Significant Non Compliance (SNC), (EM) Enforcement Meeting

(2) Fremont (F) Newark (N) Union City (UC)

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

Activity	Date of Event	
Healthy Parks Healthy People Event- Fremont	June 22, 2013	Lab Basic 101

### Engineering/Construction

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Jun 2013 Activity
1.	Boyce Road Lift Station – Curtis/Raymond	\$4,591	4/13	96%	100%	Demo of the old lift station in progress
2.	Cast Iron Lining Phase IV – Chris E.	\$436	7/13	42%	80%	Field work in progress.
3.	Headworks Improvements Project – Ric	\$1,739	11/13	63%	35%	PLC 21 replaced; chlorine mixer supports replaced.
4.	I-680 @ Sabercat Rd. SS Relocation – Chris E.	\$1,804	10/13	22%	36%	Field work begun; jacking pit excavation & shoring in progress.
5.	Thickener Control Building Interim Improvements Project – Ric	\$633	10/13	26%	50%	New Concrete slab for pump area placed.
6.	RAS Pump Station Piping Improvements – Curtis	\$506	11/13	10%	47%	Submittals are in progress.
7.	Cogeneration Project – Raymond	\$10,566	9/14	7%	16%	Completed compaction grouting of soil and excavation of utility trenches beneath future Cogeneration Building slab.
8.	MCC Replacement Project - Phase 2 – Chris P.	\$796	4/14	1%	2%	Conducted preconstruction meeting and issued NTP on 6/26.

## **Design/Study**

	<b>Design/Study Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for June 2013 Activity</b>
1	Flow Equalization Study Update - Sami	\$183	12/12	99%	100%	Final draft report was submitted
2	Local Limits and Wastewater Treatability Study - Ric	\$107	12/12	80%	100%	Ammonia Local Limit research ongoing
3	Misc. SS Spot Repairs Phase V – Chris E.	\$TBD	TBD	0%	0%	Finalizing project scope.
4	Upper Hetch Hetchy SS Rehabilitation – Chris E.	\$TBD	2/14	0%	0%	Negotiating design Task Order with West Yost.
5	Internal Lift Station No. 1 Rehab– Chris P.	\$50	5/13	100%	100%	Opened bids and awarded Project to DW Nicholson at 6/24 Board Meeting.
6	Pine St. Easement Improvements – Chris E	\$TBD	TBD	0%	0%	Permitting research. Design & permitting support Task Orders.
7	Thickener Control Building Improvements Project – Ric	\$706	6/13	80%	90%	90% Design submittal received and reviewed



**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:** July 15, 2013

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

**FROM:** Richard B. Currie, General Manager/District Engineer  
Jesse S. Gill, TSCS Work Group Manager  
Sami E. Ghossain, TSCS Coach  
Curtis Bosick, Associate Engineer

**SUBJECT:** Agenda Item No. 8 - Meeting of July 22, 2013  
**AWARDING THE CONSTRUCTION CONTRACT FOR THE  
HAYWARD MARSH PIPELINE REHABILITATION PROJECT TO  
MCGUIRE AND HESTER**

### **Recommendation**

Award the construction contract for the Hayward Marsh Pipeline Rehabilitation Project ("Project") to McGuire and Hester in the amount of \$115,451. Funds for the project have been budgeted in the Renewal and Replacement Fund.

### **Background**

In 1988, the first NPDES permit to discharge treated wastewater into the Hayward Marsh was granted to East Bay Discharge Authority (EBDA), Union Sanitary District (USD) and East Bay Regional Park District (EBRPD). The purpose of discharging treated wastewater to the marsh is to restore and enhance the declining wetland, create habitat for wildlife, provide additional treatment of wastewater using a natural process, serve as a research site to better understand the development and management of marshes using treated wastewater and to provide USD with an additional effluent discharge capacity. The Hayward site contains 145 acres of restored marshland, a 30-inch discharge forcemain, an inlet flow control and metering structure, three freshwater basins (85 acres) and 2 brackish water basins (60 acres). The design capacity for the marsh is a maximum of 20 million gallons of USD treated effluent per day, with typical flow levels of 3 to 4 million gallons per day.

5072 Benson Road  
Union City, CA 94587  
(510) 477-7500 FAX (510) 477-7501  
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On January 18, 2013, EBRPD staff was performing site maintenance, which included the trimming and grubbing of vegetation overgrowth along the exposed section of the 30-inch discharge forcemain, when they discovered a small leak in the pipe. EBRPD staff immediately closed the 30-inch manual valve upstream of the leak. During the wet weather months (November – April) USD relies on the additional capacity provided by the Hayward Marsh; therefore, during the week of January 28<sup>th</sup>, USD constructed a temporary repair/containment structure and the pipe was placed back into service on January 31<sup>st</sup>.

The location of the leak was found to be within a concrete encasement which ruled out the feasibility of doing an exterior spot repair. Accessibility was also a concern since the only access point was located at the inlet flow control and metering structure approximately 400 feet downstream of the leak.

Upon an evaluation of remedial alternatives, it was determined that the most feasible option would be to remove a section of the existing reinforced concrete pipe to provide access closer to the leak and to rehabilitate the forcemain using the ultraviolet cured, cured-in-place sectional lining method. Project design was completed “in-house” by USD engineering staff.

### **Project Scope**

The Project consists of the following tasks:

- Sawcut and remove an approximately 6-foot section of the 30-inch reinforced concrete pipe to provide access to the rehabilitation area
- Clean the rehabilitation area of any debris and standing water
- Provide and install ultraviolet cured, cured in place sectional liner, 8-feet in length, designed for a pressure system with a maximum internal pressure of 26 pounds per square inch.
- Provide and install two internal joint seals, one at each end of the 8-foot repair.
- Provide and install a 6-foot, steel pipe spool epoxy coated and cement lined.

### **Proposal Results**

On June 19, 2013, a Request for Proposal was issued to four qualified contractors who the District felt confident could successfully conduct the work under stringent time constraints.

Staff received proposals from two contractors on July 10, 2013. Ranger Pipelines and Anderson Pacific Engineering Construction declined to submit a proposal. Both contractors responded that the project was small in scope and their workload was too busy for their consideration. The results of the proposals are summarized in the table below and shown in further detail in Table 1.

<b>Contractor</b>	<b>Cost</b>
McGuire and Hester Oakland, CA	\$115,451
D.W. Nicholson Corp. Hayward, CA	\$119,000

McGuire and Hester submitted the lowest responsive and responsible proposal with a total proposal amount of \$115,451.

McGuire and Hester's proposal is within 3.5% of the higher cost proposal and 15.5% above the Engineer's Estimate of \$100,000. Staff believes that the two bids are competitive with one another and that the proposal from McGuire and Hester is the best price the District can acquire to accomplish this work.

### **Contractor's Background**

McGuire and Hester is a General Engineering Class A licensed contractor who has successfully constructed numerous similar projects in the San Francisco Bay Area. Recent projects include the 12th Street Reconstruction Project for the City of Oakland and the Large Diameter Hayward Fault Seismic Project for the Alameda County Water District. Past projects for USD include Alvarado Trunk Sewer Phase I, Alvarado Trunk Sewer Phase II, and Miscellaneous Sanitary Sewer Spot Repairs.

The Project's construction duration will be 60 calendar days with an estimated completion at the beginning of October 2013. Construction management will be provided by USD engineering staff.

Staff recommends that the Board award the construction contract for the Hayward Marsh Pipeline Rehabilitation Project to McGuire and Hester in the amount of \$115,451.

RBC/JSG/SEG/CB;mp

Attachments: Table 1 – Cost Proposal Tabulation  
Figure 1 – Site Map

FIGURE 1

Hayward Marsh Pipeline Rehabilitation  
Project No. 800-411



SITE PLAN

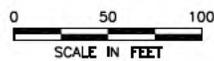


Table 1

Hayward Marsh Pipeline Rehabilitation Project, Project No. 800-411  
 Cost Proposal Tabulation  
 Engineer's Estimate: \$100,000

Item No.	Bid Item	Unit	Estimated Quantity	DW Nicholson Corp. (Hayward, CA)	McGuire and Hester (Oakland, CA)
				Total Bid Price	Total Bid Price
1	Mobilization and Demobilization	LS	1	\$5,000	\$5,200
2	Installation of Cured-In-Place Sectional Lining	LS	1	\$40,000	\$36,750
3	Installation of Internal Joint Seals	LS	1	\$17,000	\$15,500
4	Sawcut and Remove 6-feet of RCP Pipe and Replace with a Steel Pipe Spool	LS	1	\$45,000	\$44,000
5	Costs for providing all Shoring and Bracing on all Bid Items above included but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$0	\$1
6	Completion of all Work included as part of Contract Documents, except as specified under Items 1 thru 5	LS	1	\$12,000	\$14,000
<b>Total Base Bid</b>				<b>\$119,000</b>	<b>\$115,451</b>
<b>Percent Under/Over Engineer's Estimate</b>				<b>19.0%</b>	<b>15.5%</b>



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

David M. O'Hara  
*Attorney*

**DATE:** July 15, 2013

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

**FROM:** Richard B. Currie, General Manager/District Engineer  
Jesse Gill, Work Group Manager  
Sami Ghossain, CIP Coach  
Chris Elliott, Assistant Engineer

**SUBJECT:** Agenda Item No. 9 – Meeting of July 22, 2013  
**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH WEST YOST ASSOCIATES FOR THE DESIGN OF THE UPPER HETCH HETCHY CORRIDOR SANITARY SEWER REHABILITATION PROJECT**

### **Recommendation**

Authorize the General Manager to execute an Agreement and Task Order No. 1 with West Yost Associates in the amount of \$266,028 for the design of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (USD Project No. 800-414).

### **Background**

The Newark Basin Master Plan update, completed by RMC Water & Environment in December of 2012, identified the Upper Hetch Hetchy Corridor trunk sewer as having high critical ratings due to Hydrogen Sulfide (H<sub>2</sub>S) 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. Staff has reviewed television inspections performed by Collection Services and confirmed that there is extensive corrosion in this RCP trunk sewer that requires immediate rehabilitation.

The purpose of Task Order No. 1 is to authorize the design and bid period services of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project. The Project will rehabilitate the existing 24-inch and 27-inch diameter reinforced concrete trunk sewer which runs from Sacramento Ave. and Argonaut Way (adjacent to the Fremont Hub) to the vicinity of Selma Ave. and Granville Dr. (near Interstate 880), in Fremont. This alignment is approximately 4,087 linear feet of 24-inch gravity sewer and 4,445 linear

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

feet of 27-inch gravity sewer. Additionally, the project will rehabilitate 195 linear feet of 30-inch RCP trunk sewer on Willow St. between Cedar Blvd. and Mayhews Landing Rd. in Newark, that was also identified as having high critical ratings due to H<sub>2</sub>S corrosion. Please see the location maps provided in Exhibits A1 and A2.

The scope of services for Task Order No. 1 includes project management, permit acquisition and coordination, detailed design including plans and specifications, and bid period services. Optional tasks for traffic control and utility verification, which may be required for the design of buried sewer bypass piping, are also included.

The estimated Project construction cost is between \$2.7 million and \$3.2 million. The negotiated cost proposal is \$232,540 for Tasks 1 through 4, and \$33,488 for Task 5 (optional tasks), for a total of \$266,028. The engineering fee for design services, including optional tasks, represents approximately 8.3% to 9.8% of the construction cost, which is reasonable for a project with this scope and complexity.

The scope of services and their respective fees are summarized as follows:

<b>Task</b>	<b>Description of Work</b>	<b>Amount</b>
1	Project Management	\$23,288
2	Permitting and Coordination	\$38,430
3	Design	\$151,558
4	Bid Period Services	\$19,264
5	Optional Tasks	\$33,488
	Task Order No. 1 Total	\$266,028

Design of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project is scheduled for completion in February, 2014 with construction to follow in summer, 2014.

Staff recommends authorizing the General Manager to execute an Agreement and Task Order No. 1 with West Yost Associates in the amount of \$266,028.

RBC/JSG/SEG/CE;mp

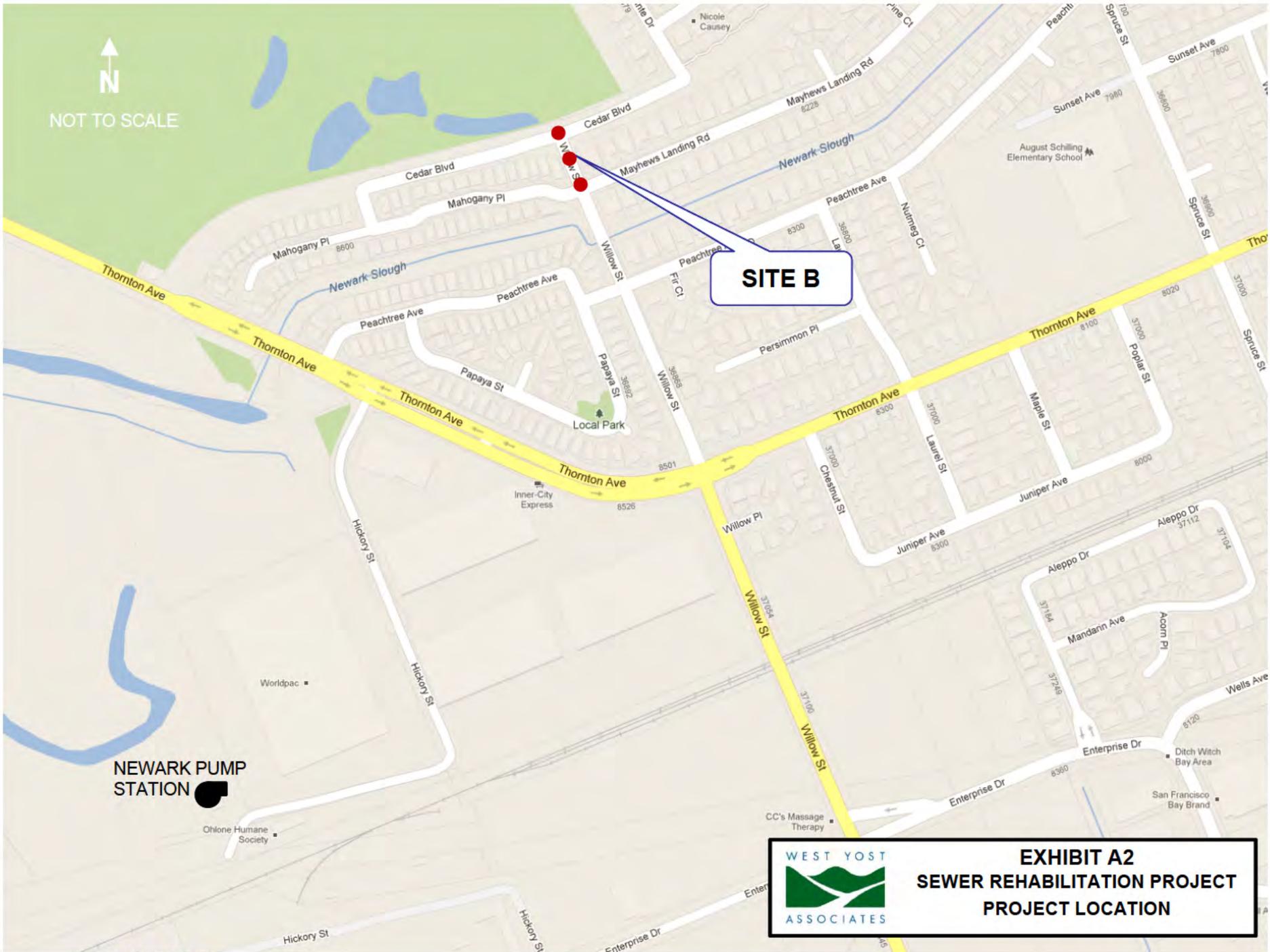
Attachments: Exhibit A1  
Exhibit A2  
Task Order No. 2  
Agreement



**SITE A**

WEST YOST  
  
 ASSOCIATES

**EXHIBIT A1  
 SEWER REHABILITATION PROJECT  
 PROJECT LOCATION**




**EXHIBIT A2**  
**SEWER REHABILITATION PROJECT**  
**PROJECT LOCATION**



**WEST YOST ASSOCIATES, INC.**  
**2013 Billing Rate Schedule**

EXHIBIT B

(Effective January 1, 2013 through December 31, 2013)\*

Position	Labor Charges (dollars per hr)
Principal/Vice President	231
Engineering Manager	221
Principal Engineer/Scientist	200
Senior Engineer/Scientist/GIS Analyst	179
Associate Engineer/Scientist	163
GIS Analyst	158
Engineer II/Scientist II	142
Engineer I/Scientist I	121
Construction Manager III	179
Construction Manager II	163
Construction Manager I	152
Resident Inspector III	134
Resident Inspector II	124
Resident Inspector I	110
Sr. Designer/Sr. CAD Operator	116
Designer/CAD Operator	103
Technical Specialist II	100
Technical Specialist I	84
Engineering Aide	68
Administrative IV	105
Administrative III	95
Administrative II	79
Administrative I	63

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 5%.

Computers are billed at \$25 per hour for specialty models and AutoCAD.

Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.

A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

---

\*This schedule will be updated annually.

**WEST YOST ASSOCIATES, INC.**  
**201 Billing Rate Schedule**  
**(Cont'd.)**

(Effective January 1, 2013 through December 31, 2013)\*

**SURVEYING AND EQUIPMENT CHARGES**

Position	Labor Charges (dollars per hr)
GPS, 3-Person	352
GPS, 2-Person	305
GPS, 1-Person	236
Survey Crew, 2-Person	257
Survey Crew, 1-Person	194

**EQUIPMENT CHARGES**

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	81
pH Meter	5	26
Automatic Sampler	128	698
Transducer/Data Logger	40	202
Hydrant Pressure Gage	11	49
Hydrant Pressure Recorder (HPR)	—	202
Hydrant Wrench	5	32
Pitot Diffuser	29	132
Well Sounder	29	132
Ultrasonic Flow Meter	—	264
Vehicle	87	437
Velocity Meter	11	64
Water Quality Multimeter	173	946
Thickness Gage	—	70

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\* This schedule will be updated annually.

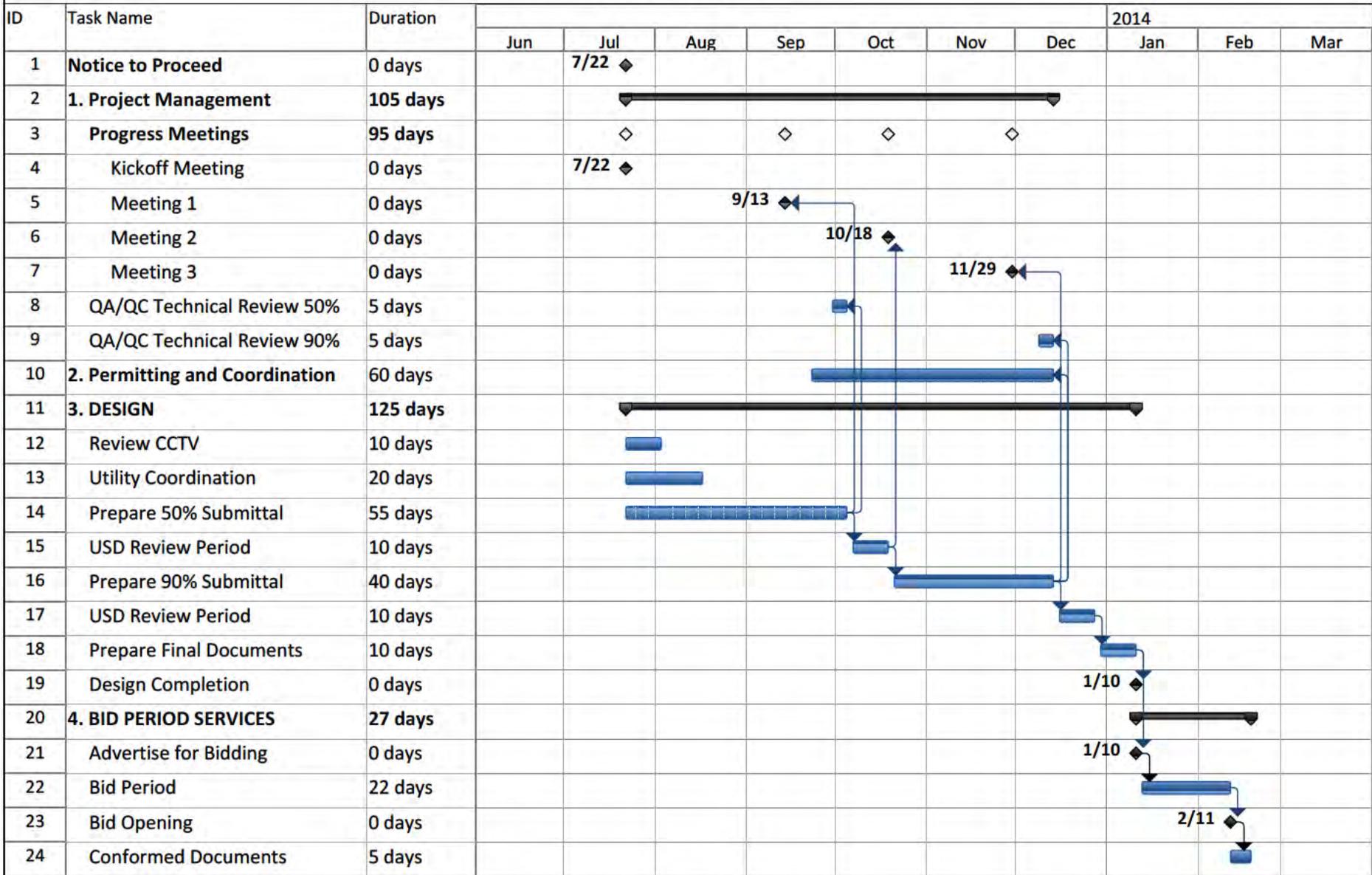
Union Sanitary District  
 TO1--Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project

Exhibit C

Estimated Hours and Budget West Yost Associates		P/VP \$231 Goodwin	EM \$221 McWilliams	AE/AS \$163 Durbin	ESII \$142 Lemmon	SD/SCAD \$116	ADMIII \$95	Labor		Drafting		Other Costs				Sub. 1 K&W	Sub. 2 EXO
								Hours	Fee	Hours	Fee \$25	Routine ODC 0%	Sub. w/ markup 5%	Other Direct	Total Costs		
<b>PROJECT: TO1--SEWER REHABILITATION PROJECT</b>																	
<b>Task 1.0</b>	<b>Project Management</b>																
1.01	Project Administration	4	22				2	28	\$ 5,976						\$ 5,976		
1.02	Meetings	12	22	12			2	48	\$ 9,780					\$ 300	\$ 10,080		
1.03	Technical Reviews	16	16					32	\$ 7,232						\$ 7,232		
<b>Subtotal, Task 1 (hours)</b>		<b>32</b>	<b>60</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>108</b>		<b>0</b>							
<b>Subtotal, Task 1 (\$)</b>		<b>\$ 7,392</b>	<b>\$ 13,260</b>	<b>\$ 1,956</b>			<b>\$ 380</b>		<b>\$ 22,988</b>					<b>\$ 300</b>	<b>\$ 23,288</b>		
<b>Task 2.0</b>	<b>Permitting and Coordination</b>																
2.01	Property Owner Coordination	4	24	24			4	56	\$ 10,520					\$ 400	\$ 10,920		
2.02	City of Newark	2	8	8				18	\$ 3,534					\$ 100	\$ 3,634		
2.03	City of Fremont	4	12	12				28	\$ 5,532					\$ 100	\$ 5,632		
2.04	SFPUC Coordination	4	16	8				28	\$ 5,764					\$ 100	\$ 5,864		
2.05	ACFD&WCD Coordination	4	16	8				28	\$ 5,764					\$ 100	\$ 5,864		
2.06	Caltrans Coordination	4	16	12				32	\$ 6,416					\$ 100	\$ 6,516		
<b>Subtotal, Task 2 (hours)</b>		<b>22</b>	<b>92</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>190</b>		<b>0</b>				<b>\$ 900</b>	<b>\$ 38,430</b>		
<b>Subtotal, Task 2 (\$)</b>		<b>\$ 5,082</b>	<b>\$ 20,332</b>	<b>\$ 11,736</b>			<b>\$ 380</b>		<b>\$ 37,530</b>					<b>\$ 900</b>	<b>\$ 38,430</b>		
<b>Task 3.0</b>	<b>Design</b>																
3.01	Drawings	20	80	100	110	80		390	\$ 63,500	100	\$ 2,500			\$ 1,000	\$ 67,000		
3.02	Survey of Manholes		4		8			12	\$ 2,020				\$ 16,800		\$ 18,820	\$ 16,000	
3.03	Review CCTV Records			20				20	\$ 3,260						\$ 3,260		
3.04	Utility Coordination		4	16	16		8	44	\$ 6,524						\$ 6,524		
3.05	Bypass Pumping	20	40	40	40	20		160	\$ 27,980	20	\$ 500				\$ 28,480		
3.06	Specifications	20	40	24			40	124	\$ 21,172					\$ 1,000	\$ 22,172		
3.07	Cost Estimate	2	16	8				26	\$ 5,302						\$ 5,302		
<b>Subtotal, Task 3 (hours)</b>		<b>62</b>	<b>184</b>	<b>208</b>	<b>174</b>	<b>100</b>	<b>48</b>	<b>776</b>		<b>120</b>							
<b>Subtotal, Task 3 (\$)</b>		<b>\$ 14,322</b>	<b>\$ 40,664</b>	<b>\$ 33,904</b>	<b>\$ 24,708</b>	<b>\$ 11,600</b>	<b>\$ 4,560</b>		<b>\$ 129,758</b>		<b>\$ 3,000</b>		<b>\$ 16,800</b>	<b>\$ 2,000</b>	<b>\$ 151,558</b>	<b>\$ 16,000</b>	
<b>Task 4.0</b>	<b>Bid Period Services</b>																
4.01	Addenda	4	16	12			8	40	\$ 7,176						\$ 7,176		
4.02	Prebid, Inquiries, Evaluation	2	12	12			2	28	\$ 5,260					\$ 100	\$ 5,360		
4.03	Conformed Documents	4	4	8		16	8	40	\$ 5,728					\$ 1,000	\$ 6,728		
<b>Subtotal, Task 4 (hours)</b>		<b>10</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>16</b>	<b>18</b>	<b>108</b>		<b>0</b>							
<b>Subtotal, Task 4 (\$)</b>		<b>\$ 2,310</b>	<b>\$ 7,072</b>	<b>\$ 5,216</b>		<b>\$ 1,856</b>	<b>\$ 1,710</b>		<b>\$ 18,164</b>					<b>\$ 1,100</b>	<b>\$ 19,264</b>		
<b>Task 5.0</b>	<b>Utility Verification (OPTIONAL)</b>																
5.01	Supplemental Surveying (OPTIONAL)		2	8		8		18	\$ 2,674				\$ 8,400	\$ 250	\$ 11,324	\$ 8,000	
5.02	Potholing (OPTIONAL)		2	16		4		22	\$ 3,514				\$ 8,400	\$ 250	\$ 12,164	\$ 8,000	
5.03	Traffic Control Plans (OPTIONAL)	2	24	16		8		50	\$ 9,302	8	\$ 200			\$ 498	\$ 10,000		
<b>Subtotal, Task 5 (hours)</b>		<b>2</b>	<b>28</b>	<b>40</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>90</b>		<b>8</b>							
<b>Subtotal, Task 5 (\$)</b>		<b>\$ 462</b>	<b>\$ 6,188</b>	<b>\$ 6,520</b>		<b>\$ 2,320</b>			<b>\$ 15,490</b>	<b>\$ 200</b>		<b>\$ 16,800</b>	<b>\$ 998</b>	<b>\$ 33,488</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>	
<b>TOTAL (hours)</b>		<b>128</b>	<b>396</b>	<b>364</b>	<b>174</b>	<b>136</b>	<b>74</b>	<b>1,272</b>		<b>128</b>							
<b>TOTAL (\$)</b>		<b>\$ 29,568</b>	<b>\$ 87,516</b>	<b>\$ 59,332</b>	<b>\$ 24,708</b>	<b>\$ 15,776</b>	<b>\$ 7,030</b>		<b>\$ 223,930</b>	<b>\$ 3,200</b>		<b>\$ 33,600</b>	<b>\$ 5,298</b>	<b>\$ 266,028</b>	<b>\$ 24,000</b>	<b>\$ 8,000</b>	

**UPPER HETCH HETCHY CORRIDOR SANITARY  
SEWER REHABILITATION PROJECT  
UNION SANITARY DISTRICT**

**EXHIBIT D**



**UPPER HETCH HETCHY CORRIDOR  
SANITARY SEWER REHABILITATION PROJECT**

**(USD Project No. 800-414)**

**TASK ORDER NO. 1  
TO**

**AGREEMENT DATED \_\_\_\_\_  
BETWEEN UNION SANITARY DISTRICT AND  
WEST YOST ASSOCIATES, INC. FOR  
PROFESSIONAL SERVICES**

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**1. PURPOSE**

The purpose of Task Order No. 1 is to authorize the design and bid period services of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (Project). The project consists of rehabilitation design of the following two sites within the Newark Basin Collection System:

- Site A—Includes rehabilitation of the existing 27-inch and 24-inch diameter gravity sewers beginning from an existing manhole adjacent to the eastside of I-880 in the vicinity of Selma Avenue (MH T15035) to the intersection of Sacramento Avenue and Argonaut Way (MH V17001). The rehabilitation project at Site A will include approximately 4,445 feet of 27-inch and 4,087 feet of 24-inch gravity sewer. The 27-inch sewer main is generally located in existing easements within private property or property owned by the Alameda County Flood Control and Water Conservation District (ACFC&WCD). The 24-inch sewer main is generally located in public streets including Calaveras Avenue, Logan Drive, and Sacramento Avenue.
- Site B—Includes rehabilitation of the existing 30” sewer in Willow Street between Cedar Boulevard and Mayhews Landing Road (MH S11040 to MH S11036). Site B includes approximately 195 feet of 30” sewer.

Exhibits A1 and A2 delineate the location and limits of the Project Sites A and B. It is expected that the existing gravity sewers will be rehabilitated using the cured-in-place pipe (CIPP) rehabilitation method.

**2. SCOPE OF SERVICES**

The task numbers in this Scope of Services relate directly to the costs presented in Item 5, Payment to the Engineer, and the schedule presented in Item 6, Time of Completion. Deliverables to be

received by Union Sanitary District (District) are described in Item 3, Deliverables. Optional tasks shown shall not be performed without authorization from the District.

## **Task 1. Project Management**

This task will include project management activities, including day-to-day administration, progress meetings and technical reviews.

**Subtask 1.1—Project Administration.** Monitor progress of individual tasks and coordinate completion of work products. Monitor task budgets and project schedule. Schedule changes, if required, will be provided.

**Subtask 1.2—Progress Meetings.** Attend a project kick-off meeting and up to three progress meetings (during the design phase) with District staff to discuss and review progress and significant action items. Engineer will prepare and submit meeting agendas and minutes.

**Subtask 1.3—Technical Reviews.** Technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

## **Task 2. Permitting and Coordination**

This task will allow for coordination with the permitting agencies and various stakeholders in the project including the City of Newark and the City of Fremont.

**Subtask 2.1—Property Owner Coordination.** Attend one or two public meetings and up to 10 one-on-one property owner meetings to identify property owner issues that may impact construction. Location of public meeting site will be coordinated by District.

**Subtask 2.2—City of Newark.** Determine City of Newark requirements and complete permit application forms for District's signature. It is assumed that Engineer will attend one meeting with the City. The District will pay for the permitting fees.

**Subtask 2.3—City of Fremont.** Determine City of Fremont requirements and complete permit application forms for District's signature. It is assumed that Engineer will attend up to two meetings with the City. The District will pay for the permitting fees.

**Subtask 2.4—SFPUC Coordination.** Coordinate with SFPUC to obtain approval for utilizing SFPUC property for bypass pumping and staging areas. Engineer will attend up to three meetings with SFPUC. . are encroachment permit application and permitting fees included?

**Subtask 2.5—ACFC&WCD Coordination.** Coordinate with ACFC&WCD to obtain approval for utilizing ACFC&WCD property for bypass pumping and staging areas. Engineer will attend up to three meetings with ACFC&WCD. are encroachment permit application and permitting fees included?

**Subtask 2.6—Caltrans Coordination.** Coordinate with Caltrans to obtain approval for utilizing Caltrans right of way for bypass pumping. Engineer will attend up to three meetings with Caltrans. Complete encroachment permit application forms for District's signature. The District will pay for the permitting fees

### Task 3. Design

This task includes preparation of bid documents and cost estimates for the project. Five sets of plans and specifications will be submitted to the District for review at the 50, 90 and 100 percent completion levels. Engineer will address comments in writing and submit one set of final drawings and specifications to the District for printing, bid advertisement and distribution.

With the exception of Subtask 5.3 below, traffic control plans will be prepared by the Contractor for approval by the City of Newark and the City of Fremont.

**Subtask 3.1—Drawings.** Drawings will be prepared using AutoCAD conforming to USD digital submittal guidelines. The design will be plotted at a scale of 1"=40' horizontal and 1" = 4' vertical plan and profiles and appropriately scaled details. The Drawings will be prepared using rectified aerial photographic images provided by the District. How many sheets are expected?

**Subtask 3.2—Survey Manholes.** Surveying will be performed to determine the horizontal location and rim elevations of the 32 manholes along the project alignment. Manholes will be dipped to identify invert elevations.

**Subtask 3.3—Review CCTV Records.** Review CCTV records provided by the District to determine if spot repairs may be required and determine the location of existing laterals.

**Subtask 3.4—Utility Coordination.** At the beginning of the design phase, utility coordination letters will be mailed to all known utility companies within the project area for courtesy notification and to identify utility locations and receive utility comments. Preliminary drawings will also be mailed to the utility companies following the 50 and 90 percent design submittals. This project is not expected to require excavation except for possible burial of temporary bypass pumping pipelines at street crossings. Locating all utilities is typically not critical for installation of temporary facilities such as bypass piping. Major utilities will be shown on drawings for reference only; non-critical utilities may not be identified. The Contract Documents will require that the Contractor coordinate with Underground Service Alert, locate and pothole all utilities prior to excavation.

**Subtask 3.5—Bypass Pumping.** For CIPP rehabilitation, this project will require full bypass pumping. The design will include preparation of bypass pumping details and layout. It is anticipated that the construction documents will require that the contractor prepare and submit specific detailed bypass pumping plans for approval. Specifications will include performance-based requirements for bypass pumping including capacity, redundancy, noise control measures, piping, pumps, monitoring, and security.

**Subtask 3.6—Specifications.** Specifications will be prepared in Microsoft Word format. Engineer will prepare technical specifications, Section 01010, notice inviting bids, instructions to bidders, bid schedule and supplementary general conditions in CSI format and based on District Standards. District will provide contract documents, general conditions and general requirements in Microsoft Word Format.

**Subtask 3.7—Cost Estimate.** Engineer will develop a construction cost estimate at the 50 percent and 100 percent design completion levels.

#### **Task 4. Bid Period Services**

The purpose of this task is to assist the District during the bidding phase of the Project. The District will advertise and distribute bid documents.

**Subtask 4.1—Addenda.** Prepare up to two addenda during the bid period to be distributed by the District.

**Subtask 4.2—Prebid Meeting, Bidder Inquiries, and Bid Evaluation.** Conduct one prebid meeting and prepare the meeting minutes for distribution. Engineer will be the primary contact to bidders in answering bidders' technical questions during the bid period. Engineer will assist District in bid evaluation.

**Subtask 4.3—Conformed Documents.** Prepare conformed plans and specifications incorporating all addenda items.

#### **Task 5. Utility Verification and Traffic Control (OPTIONAL TASK)**

The project involves trenchless rehabilitation techniques and should not require significant excavation. These optional tasks would only be required if it is determined that the project required significant excavation for rehabilitation. These optional tasks will only be utilized if authorized by the District.

**Subtask 5.1—Supplemental Surveying (OPTIONAL TASK).** Field surveying of above ground surface utilities and features including manholes, water valves, fences, and trees will be performed. This task includes two crew-days of surveying.

**Subtask 5.2—Potholing (OPTIONAL TASK).** Potholing will be completed using the vacuum potholing method. Engineer will coordinate and develop a plan showing proposed pothole locations. This task includes obtaining encroachment permits and coordination with USA. We have included two full crew-days of potholing. Pothole information will be presented on the drawings.

**Subtask 5.3—Traffic Control Plans (OPTIONAL TASK).** It is anticipated that the project will include construction of temporary bypass piping across Mowry Avenue. This subtask will include preparation of traffic control plans (only for the work effecting Mowry Avenue) and additional meetings and coordination with the City of Fremont.

### **3. DELIVERABLES**

Project deliverables are listed below:

- Meeting agendas, meeting minutes, project schedule updates.
- Five sets of draft plans and specifications at 50, 90 and 100 percent completion levels.
- Cost estimate at 50 and 100 percent completion levels.
- Survey manhole dip sheets.
- Encroachment Permit applications.

- Conformed documents in AutoCAD, Word, and PDF files.
- Addenda, prebid meeting minutes, email documentation of phone conversations with bidders.
- Responses to submittals as required.
- Responses to RFI's as required.

**4. PROJECT COORDINATION**

All work related to this task order shall be coordinated through the District's Project Manager, Sami Ghossain.

**5. PAYMENT TO THE ENGINEER**

Compensation shall be on a time and materials cost basis for services provided under Article 2 of this Agreement in accordance with the Billing Rate Schedule contained in Exhibit B (updated annually) except that subconsultants will be billed at actual cost plus 5%, outside services will be billed at actual cost, and mileage will be billed at prevailing IRS standard mileage rate. The billing rate schedule is generally comparable to a labor multiplier of approximately 3.22.

The estimated costs for Tasks 1 through 4 are presented in Exhibit C. Total charges to the District shall not exceed the cost ceiling of \$232,540. Upon the District's written authorization, the cost ceiling under this Task Order may be raised to \$266,028 to accommodate optional Task 5. The total cost shall be adjusted based on the optional tasks that are authorized by the District.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required? (Yes/No)</b>	<b>District Staff Approval</b>
Task Order No. 1 Detailed Design	\$266,028	Yes	Rich Currie
<b>Total</b>	\$266,028		

**6. TIME OF COMPLETION**

The estimated time of completion is shown on the attached Exhibit D.

**7. KEY PERSONNEL**

Key engineering personnel or subconsultants assigned to Task Order No. 1 are as follows:

<b>Role</b>	<b>Personnel/Subconsultant</b>
Principal-in-Charge	John D. Goodwin
Project Manager/Engineer	Nancy McWilliams
Project Engineer	Thea Durbin
Project Engineer	Matt Lemmon

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

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

ENGINEER:

DISTRICT:

WEST YOST & ASSOCIATES

UNION SANITARY DISTRICT

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

John D. Goodwin  
Vice President

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

Richard B. Currie  
General Manager

**UPPER HETCH HETCHY CORRIDOR  
SANITARY SEWER REHABILITATION PROJECT**

**AGREEMENT  
BETWEEN  
UNION SANITARY DISTRICT  
AND  
WEST YOST & ASSOCIATES  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF \_\_\_\_\_, 2013, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and WEST YOST & ASSOCIATES (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to evaluate alternatives, design, bid and construct the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project, USD Project No. \_\_\_\_\_ (hereinafter collectively referred to as Project), and,

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

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

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

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

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

## ARTICLE 2 - COMPENSATION

2.1 Unless otherwise specified in each Task Order, compensation for Consulting services performed under this Agreement shall be compensated for on a Cost Plus Percentage Fee basis. When using this basis of compensation, the District agrees to pay Engineer actual costs incurred, subject to an agreed upon Cost Ceiling, plus a percentage of cost as a Professional Fee (Profit).

For purposes of this Agreement, the actual costs shall include:

- Direct Labor Cost
- Overhead Cost
- Other Direct Costs (Direct Non-salary Costs)
- Outside Services

Labor rates shall be based on a normal 8-hour day, 40-hour week, with overtime paid for authorized work. Technicians, drafters, and support personnel are paid at one and one-half times their regular rate for overtime. Professional personnel are paid at their regular rate for overtime. Overhead Cost shall be the sum of Fringe Benefits and Indirect Costs.

As a portion of the total compensation to be paid to Engineer, District shall pay a Professional Fee negotiated for each Task Order as profit for services rendered by Engineer covered by this Agreement and its Task Orders. The Professional Fee may be increased for additional authorized services only by subsequent task order or amendment changing the scope of work.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.

- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) Other (non-labor) direct costs include such typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, and charges by reviewing authorities.
- (e) Outside Services shall include all charges from outside consulting firms or subconsultants.
- (f) The Professional Fee shall be calculated as defined in each task order. No Professional Fee shall apply to "other direct costs" as defined in (d) above. The Professional Fee will be based on a fixed or variable percentage of direct labor, fringe benefits, and indirect costs as stated in each task order. A Professional Fee may or may not apply to outside services as stated in each task order.

2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.

2.3 A *Cost Ceiling* will be established for each Task Order, which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order, which includes the Cost Ceiling plus the Professional Fee.

2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.

- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

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

#### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

#### ARTICLE 5 - STANDARD OF CARE

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

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

#### ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

#### ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project.

They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

## ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.
- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

## ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:
  1. Personal injury;
  2. Bodily injury;
  3. Property damage;
  4. Broad form property damage;
  5. Independent contractors;
  6. Blanket contractual liability.
- 11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

- 11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.
- 11.6 Engineer will furnish the District with certificates of insurance issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled, altered, or reduced without at least ten (10) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included.

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless and defend the District and all of their agents, officers, and employees from and against all claims, demand, or cause of action of every name or nature to the extent arising out of negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgement or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.

- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance required by this Agreement, which ever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

- 13.1 Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

#### ARTICLE 14 - COMPLIANCE WITH LAWS

- 14.1 In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

- 15.1 Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

## ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

## ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the

circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

#### ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 15), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may

become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

## ARTICLE 21 - EXCEPTIONS

### 21.1 Article 2 – Compensation

Delete article 2.1 and replace with the following:

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

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

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer’s statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer’s statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.

- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

## ARTICLE 22 - INFORMATION SYSTEMS SECURITY

22.1 The CONSULTANT shall obtain written approval from the DISTRICT representative prior to accessing DISTRICT internal systems through real-time computer connections. Upon approval, the CONSULTANT will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the CONSULTANT shall:

- a. Be running a current operating system supported by the DISTRICT with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b. Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c. Have personal firewall software installed and enabled on their computer.
- d. Understand and sign the DISTRICT's Electronic Communication Acceptable Use Policy, number 2917.

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

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

**UNION SANITARY DISTRICT**

**WEST YOST & ASSOCIATES**

By: \_\_\_\_\_  
Richard B. Currie  
General Manager

By: \_\_\_\_\_  
John D. Goodwin  
Vice President

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

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

**UNION SANITARY DISTRICT  
LEGAL COUNSEL**

By: \_\_\_\_\_  
Legal Counsel



**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:** July 15, 2013

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

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

**SUBJECT:** Agenda Item No. 10 - Meeting of July 22, 2013  
**RESOLUTION NO. 2713, AUTHORIZING STAFF TO SPECIFY JWC ENVIRONMENTAL MUFFIN MONSTER IN-LINE GRINDERS EXCLUSIVELY FOR THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECTS**

### **Recommendation**

Staff recommends the Board adopt a resolution authorizing staff to specify JWC Environmental Muffin Monster in-line grinders exclusively for the Thickener Control Building Improvements Project (Project).

### **Background**

The Thickener Control Building Improvements Project is currently being designed by Carollo Engineers. The budget for the Project is \$12.2 million and includes extensive structural, mechanical, electrical, and control improvements to the sludge thickening and digester feeding processes at the Alvarado Wastewater Treatment Plant (Plant). Construction is expected to commence in spring of 2014 subject to the procurement of Clean Water State Revolving Fund financial assistance.

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## **Standardized Equipment Items**

On September 26, 2011 the Board last approved the updated standardized equipment guidelines for projects at District facilities (see attachment). The District's Operations and Maintenance staff has standardized certain mechanical, electrical, and instrumentation equipment to a single manufacturer for a variety of reasons. These reasons include:

- The proven equipment reliability and quality
- The capability of the equipment to address specific operational or maintenance issues
- The substantial training costs invested by staff to operate and maintain the specialized equipment
- The cost savings of matching existing equipment to reduce spare parts inventory and training on multiple equipment types
- The availability of affordable parts for repair of the equipment

The standardized equipment guidelines identify specific equipment that is routinely needed for capital projects that will be specified from a single manufacturer exclusively for all projects without requiring approval for each project. The guidelines also include a process that staff conducts on each project to determine whether any additional equipment supplied for a given project should also be specified exclusively from a single manufacturer. The guidelines and the list of preapproved equipment items is reviewed by staff and the Board every three years.

During design of the Project, Carollo Engineers and the District's staff identified several equipment items, to be provided by a specific manufacturer in lieu of being open to bid by multiple equipment manufacturers. All but one equipment item, the in-line sludge grinder, are on the list of preapproved items or were previously approved by the Board for this project.

The District currently has four in-line grinders in service at the Plant. All of these existing grinders are the JWC Environmental Muffin Monster model. Currently, two of the existing grinders are in service as part of the existing thickened sludge pumping system at the existing Thickener Control Building. The Project will relocate the two existing grinders and install two additional grinders to service the remaining thickener tanks at the Plant that currently do not have in-line grinders in place.

The JWC Environmental muffin monster in-line grinders have been successfully operating for more than ten years at the Plant without significant issues. Specifying a single manufacturer for this equipment will minimize stocking of spare parts, facilitate

replacement, and provide ease of operation and maintenance of the units. The in-line grinders have an approximate cost of \$20,000 each.

### **Legal Opinion**

David O'Hara has offered a legal opinion on the District's ability to specify a single source for equipment for this project. He indicated that matching of existing equipment is a long recognized exception to the formal bidding requirements of Public Contract Code Section 20803. Under these circumstances, the exclusive specification of the JWC Environmental in-line grinder would not constitute favoritism to that particular manufacturer. Competitive bidding, which is normally required for public construction project equipment, would not create an advantage. It is his opinion that the specification of the JWC Muffin Monster in-line grinder to match existing equipment of the District is acceptable and is a recognized exception to the formal bidding requirements of the Public Contract Code.

Staff recommends the Board adopt a resolution authorizing staff to specify JWC Environmental Muffin Monster in-line grinders exclusively for the Thickener Control Building Improvements Project.

RBC/JSG/SG/RC/RP/mp

Attachments: Resolution  
Standardized Equipment Guidelines

**RESOLUTION NO. 2713**

**RESOLUTION AUTHORIZING STAFF TO SPECIFY JWC ENVIRONMENTAL IN-LINE MUFFIN MONSTER GRINDERS EXCLUSIVELY FOR THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECTS**

WHEREAS, the UNION SANITARY DISTRICT staff has developed the scope of the Thickener Control Building Improvements Project, which will install two new in-line sludge grinders; and

WHEREAS, staff has identified certain equipment which will be acquired from an identified manufacturer or vendor in order to match existing equipment; and

WHEREAS, District legal counsel has rendered an opinion regarding circumstances where specification of a single manufacturer for procurement or directly negotiated purchases may be utilized when formal, competitive bidding would be unavailing; now therefore, be it

RESOLVED that formal bidding procedures would be unavailing for the acquisition of the items set forth below; and

BE IT FURTHER RESOLVED, that the UNION SANITARY DISTRICT hereby authorizes staff to specify JWC Environmental Muffin Monster In-Line Grinders exclusively for the Thickener Control Building Improvements Projects; and

On motion duly made and seconded, this resolution was adopted by the following vote on July 22, 2013.

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: ----

ABSTAIN: ----

ABSENT: ----

---

ANJALI LATHI  
President, Board of Directors  
UNION SANITARY DISTRICT

Attest:

---

JENNIFER TOY  
Secretary, Board of Directors  
UNION SANITARY DISTRICT

## Union Sanitary District

### Standardized Equipment Guidelines

The Standardized Equipment Guidelines consist of this document and the following attachments:

- Attachment A – Standardized Equipment List (“List”).
- Attachment B – Section 3400 of the California Public Contract Code.
- Attachment C – Standardized Equipment Selection Criteria (Selection Criteria)

Union Sanitary District shall utilize the following guidelines to maintain the List:

1. The initial List was developed by the Union Sanitary District staff, which evaluated the equipment on the List using the Selection Criteria.
2. Three (3) years after the List is approved by the Union Sanitary District Board of Directors, staff shall review the List. This review shall determine whether the equipment on the List continues to meet the standards set forth in the Selection Criteria and whether new equipment shall be considered to be included on the List.
3. If the evaluation determines that the equipment on the List no longer meets the standards in the Selection Criteria, staff shall recommend the equipment be deleted from the List. If staff determines that the equipment on the List still meets the standards in the Selection Criteria, no changes to the List shall be recommended.
4. If Union Sanitary District staff requests to include new equipment on the List, they shall notify the Capital Improvement Project (“CIP”) Team. The CIP Team will evaluate the request to ensure compliance with Section 3400 of the California Public Contract Code and the Selection Criteria. If the equipment is eligible, the CIP Team will include it on the List for review and approval by the management staff.
5. The CIP Team will make final recommendations of the List to the management staff. After the management staff approves of the final version of the List, staff will make a recommendation to the Board of Directors for approval consideration.
6. If the Board of Directors approves the List by resolution, staff shall utilize the List for three (3) years, after which these guidelines shall be repeated.
7. During the three-year period, staff may request new equipment to be standardized to accommodate project needs. The CIP Team shall evaluate the request to ensure compliance with Section 3400 of the California Public Contract Code and the Selection Criteria.

- a. If the evaluation determines the request is viable, the CIP Team shall recommend to the management staff whether to standardize the equipment for the current project only or to amend the List to include the new equipment. If the management staff agrees with the recommendation, staff shall proceed with a recommendation to the Board of Directors for approval consideration.
- b. If the evaluation determines the request to be not viable, the CIP Team shall coordinate with the design consultant to ensure the specification is drafted with performance requirements that will meet the District's needs and to include "or equal" in the specification. The CIP Team will also ensure the specification is not proprietary in nature that could exclude all but one manufacturer.

**ATTACHMENT A  
STANDARDIZED EQUIPMENT LIST**

<b>Equipment Description</b>	<b>Manufacturer</b>	<b>Type/Model/Series</b>	<b>Quantity of Units Installed at USD Facilities</b>	<b>Average Unit Cost, excludes sales tax</b>	<b>Comments</b>
Plug Valves (4-inch diameter and greater)	Dezurik	Eccentric Plug Valves (PEC)	600+	\$1,200	<p>Plug valves are used to isolate the flow of water, wastewater, sludge, and grit at District facilities. They have a simple operation and are typically more economical than other types of valves.</p> <p>Staff has previously used plug valves by other manufacturers but found the Dezurik plug valves to be more reliable and durable. Maintenance staff has also received very good customer support from the local sales representative.</p>
Air / Vacuum Relief Valves	Vent-O-Mat	RGX Series	28	\$4,400	<p>The air / vacuum relief valves are important components in the operation and maintenance of the twin force main pipelines. Along with the surge towers located at Newark and Irvington Pump Stations, the air / vacuum relief valves reduce the effects of water hammer (sudden changes in the flow rate of wastewater) in the twin force main pipelines.</p> <p>Staff has previously used air / vacuum relief valves by other manufacturers but found the Vent-O-Mat units to function more reliably and are easier to maintain.</p>
Wastewater Centrifugal Pumps and Motors	Wemco	Wemco-Hidrostal Submersible Screw-Centrifugal Impeller Pump	17	\$110,000	<p>In 1998, staff conducted an in-depth analysis of the dry-pit submersible pumps and motors prior to the Alvarado Influent Pump Station Expansion Project to address problems, such as clogging, high vibrations, and limited operating range associated with the old line-shaft pumps. The analysis included a comparison of pumps from other manufacturers.</p> <p>Based on the results of the analysis, staff selected Wemco as the sole-source supplier for the raw wastewater pumps and motors for the Alvarado Influent Pump Station. Staff has subsequently standardized to the Wemco pumps at the Irvington Pump Station and Newark Pump Station and will install them at the new Boyce Road Lift Station.</p>

**ATTACHMENT A  
STANDARDIZED EQUIPMENT LIST**

<b>Equipment Description</b>	<b>Manufacturer</b>	<b>Type/Model/Series</b>	<b>Quantity of Units Installed at USD Facilities</b>	<b>Average Unit Cost, excludes sales tax</b>	<b>Comments</b>
Centrifugal Pumps and Motors (sludge mixing pumps)	Wemco	Wemco-Hidrostal Screw-Centrifugal Impeller Pump	7	\$80,000	<p>The old sludge mixing pump did not perform well due to its inability to pass large clumps of rags. This resulted in a limited mixing operation, which increased the risk of a large mat formation in the digester and created operational problems with mixing and generation of methane gas. This also caused operations staff to frequently take the pumps out of service in order to remove the rags that are caught in the pumps.</p> <p>Based on the success with the non-clog capabilities of the Wemco-Hidrostal submersible screw-centrifugal impeller pumps at the wastewater pump stations, staff decided to replace the existing sludge mixing pump at Primary Digester No. 2 with the Wemco-Hidrostal Screw Centrifugal Impeller Pump during the Digester No. 2 Dome Emergency Repair Project in 2003.</p> <p>Staff has since replaced the mixing pumps at the six primary digesters with the Wemco units.</p>
Recessed Impeller Pumps (sludge pumping)	Wemco Pump	Model C	15	\$40,000	<p>The Wemco Model C recessed impeller pumps were first installed at the District during the 1991 Interim Improvements Project to pump primary sludge from the primary clarifiers. These pumps are still in operation. Due to the Wemco Model C's ability to pass fibrous and stringy materials with the sludge, good operational reliability, and ease of maintenance, staff also installed them as sludge recirculation pumps at the primary digesters.</p>
Motorized Valve Operators	Rotork	IQ Series	160+	\$6,500	<p>Typically, staff has installed motorized valve operators on all valves and gates that require many turns of the stem to fully open or close, are inaccessible, and / or require automatic control. The motorized valve operators allow staff to actuate the valves and gates much quicker and in a safe manner.</p>

**ATTACHMENT A  
STANDARDIZED EQUIPMENT LIST**

<b>Equipment Description</b>	<b>Manufacturer</b>	<b>Type/Model/Series</b>	<b>Quantity of Units Installed at USD Facilities</b>	<b>Average Unit Cost, excludes sales tax</b>	<b>Comments</b>
					Staff has previously used motorized valve operators by other manufacturers but found the Rotork units to be more reliable and the customer service more responsive and dependable.
Gas Monitoring Systems	Mining Safety Appliances Company (MSA)	Ultima Series	20	\$1,600	<p>Gas monitoring systems are required by the National Fire Protection Association and the National Electrical Code to be installed in areas where combustible gases may be present. Additionally, gas monitoring systems are installed in areas where staff may have exposure to hydrogen sulfide gases. The gas monitoring systems typically measure levels of combustible gases, hydrogen sulfide, and / or oxygen. The systems are critical to maintaining a safe environment for staff, equipment and processes.</p> <p>The MSA units were initially selected through the competitive procurement process during the 1993 Plant Upgrade Project. Staff has found the MSA units more reliable and the gas sensors easier to calibrate.</p> <p>The Ultima Series is the latest generation of the fixed gas monitoring system manufactured by MSA.</p>
Programmable Logic Controllers (PLC)	Allen Bradley	Logix Series of Controllers and Associated Support Hardware and Software	10	\$10,000 to \$20,000 (hardware cost only; does not include enclosures, installation, wire terminations, and programming)	<p>PLCs are located at every plant process building and the remote pump and lift stations and are critical to the operation of the District's facilities. They provide automatic controls of the equipment by continuously monitoring and adjusting the equipment's operating parameters as flow or process conditions vary.</p> <p>The Allen Bradley ControlLogix System PLC was first installed at the Irvington Pump Station in 2003 during the Irvington Equalization Storage Facilities Project. At that time, staff had standardized to the Siemens PLCs at the District's facilities. The contractor proposed a substitution of the Siemens PLC with the Allen Bradley ControlLogix System PLC. The Allen Bradley PLC has more advanced communication and networking technologies and is easier to program and troubleshoot.</p>

**ATTACHMENT A  
STANDARDIZED EQUIPMENT LIST**

<b>Equipment Description</b>	<b>Manufacturer</b>	<b>Type/Model/Series</b>	<b>Quantity of Units Installed at USD Facilities</b>	<b>Average Unit Cost, excludes sales tax</b>	<b>Comments</b>
					<p>At the time, the existing Siemens PLC's were becoming obsolete as replacement parts were not readily available from the manufacturer.</p> <p>Staff has been extremely pleased with the Allen Bradley PLC and has since installed similar units at the Centrifuge Building, West Aeration Blower Building, Newark Pump Station, Sludge Pump Room No. 1, Alvarado Effluent Pump Station, WAS Thickening Building, Fremont Lift Station, and Effluent Chlorine Control.</p> <p>During the next few years, staff will replace the remaining obsolete Siemens PLCs with the Allen Bradley units. The PLCs that will be replaced within the next year include the units located at the Boyce Road Lift Station, Headworks Building, Alvarado Influent Pump Station, Sludge Pump Room Nos. 2, 3 and 4, Odor Control Building, Degritter Building, and the new Substation No. 1.</p> <p>The Allen Bradley Logix series of controllers has seven models depending on the complexity of the system being monitored and controlled. The ControlLogix controller is the most robust and staff will utilize this controller in most of the District's applications. However, there will be some small to mid-size applications where the CompactLogix controller system would serve the need and is more cost effective.</p> <p>PLC's from other manufacturers would require different programming and configuration software than those for the Allen Bradley units. It is important that the PLC's are standardized to Allen Bradley since staff has already invested many training hours to learn the programming of the units.</p>

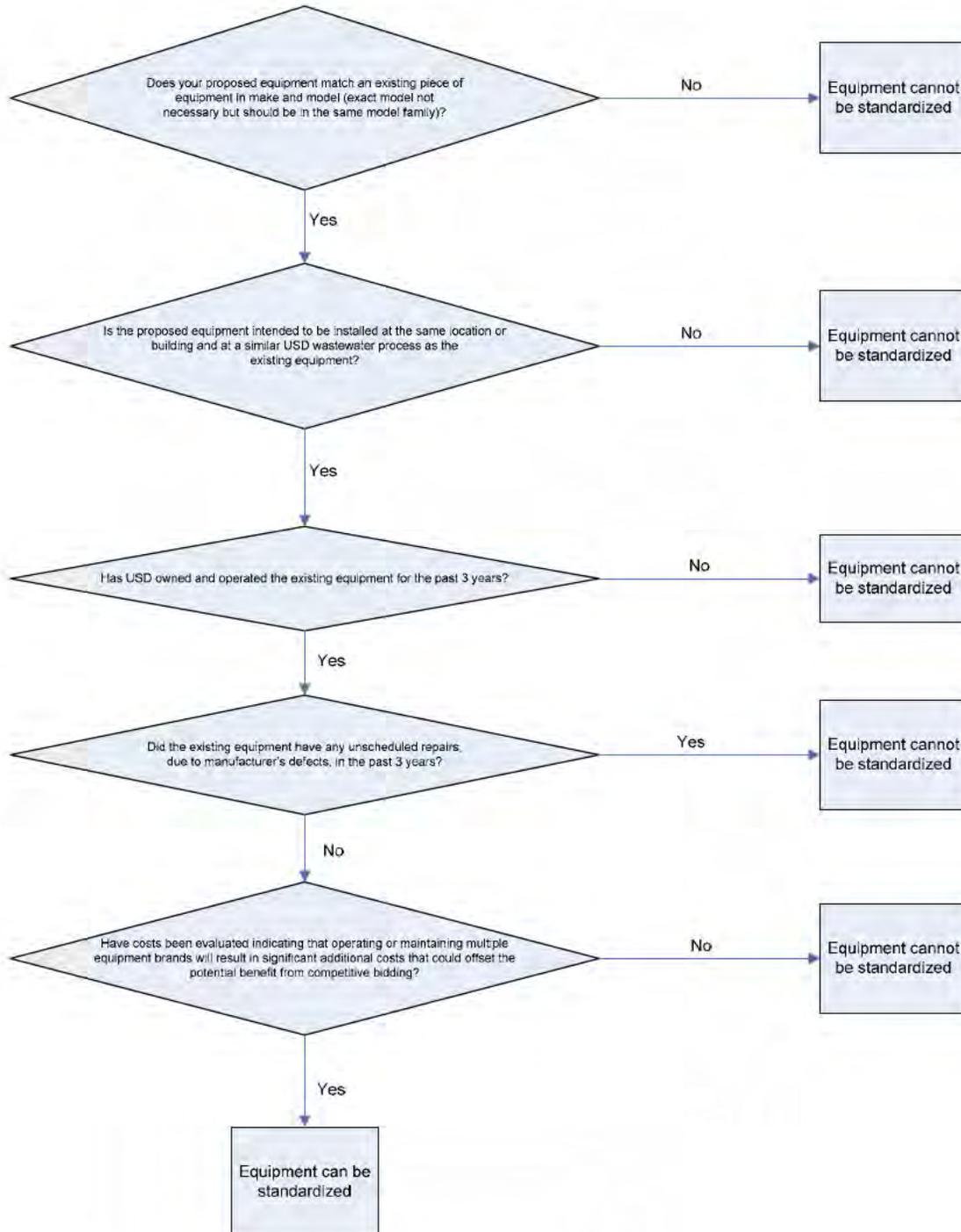
## Attachment B

### Section 3400 California Public Contract Code

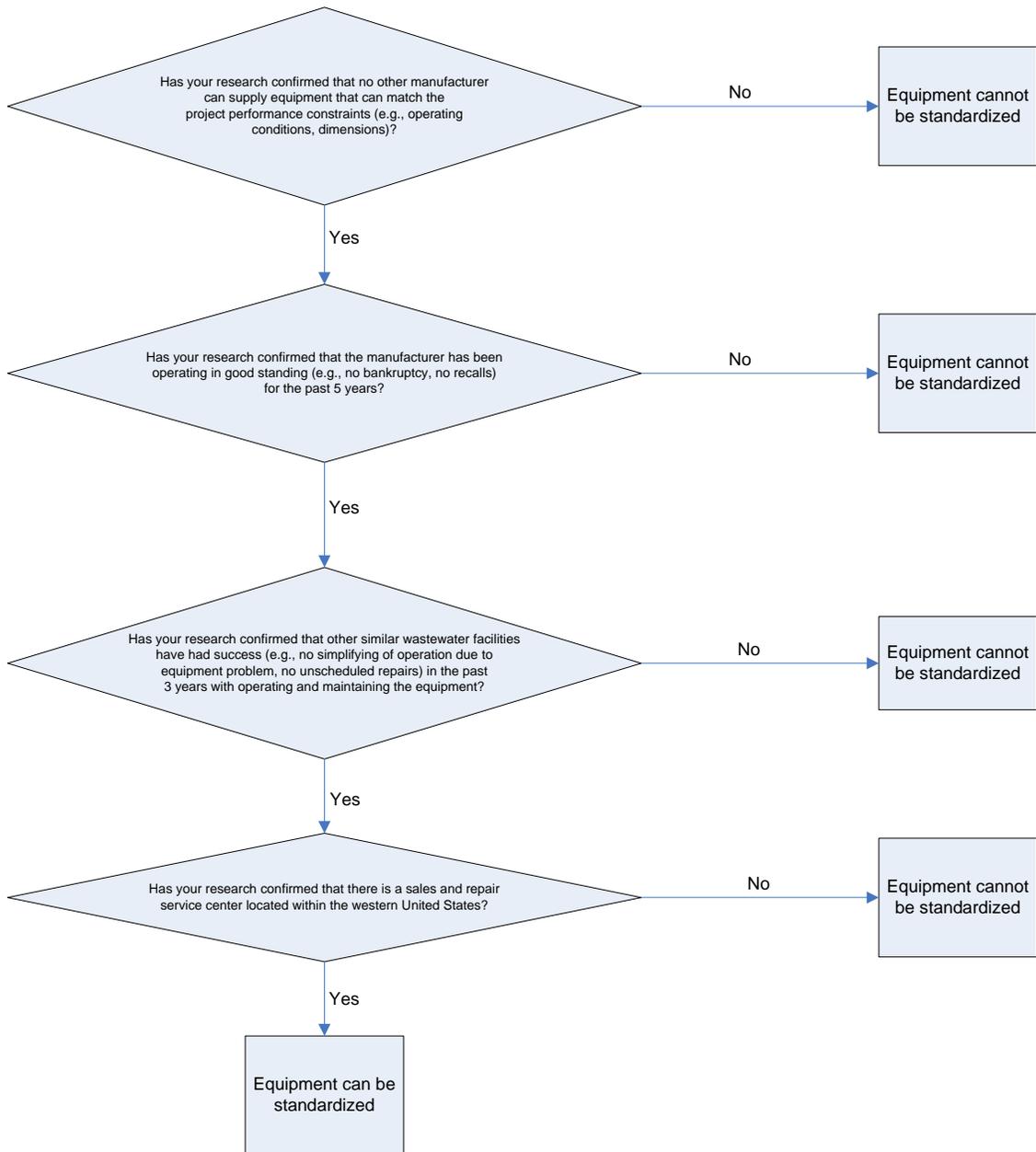
- (a) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.
- (b) Subdivision (a) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:
- (1) In order that a field test or experiment may be made to determine the product's suitability for future use.
  - (2) In order to match other products in use on a particular public improvement either completed or in the course of completion.
  - (3) In order to obtain a necessary item that is only available from one source.
  - (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.  
  
(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

## Attachment C – Standardized Equipment Selection Criteria

### “Match Existing Equipment”



# “Equipment Available From One Source”





**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

David M. O'Hara  
*Attorney*

**DATE:** July 15, 2013

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

**FROM:** Richard B. Currie, General Manager/District Engineer  
Rich Cortés, Business Services Manager  
Roslyn Fuller, Purchasing Agent  
Kim Truong, Administrative Specialist I

**SUBJECT:** Agenda Item No. 10 – July 22, 2013  
Information item: **CAL-CARD QUARTERLY MERCHANT  
ACTIVITY REPORT**

### **Recommendation**

Information Only

### **Information**

The attached CalCard Merchant Spend Analysis details the CAL-Card activity for the fourth quarter of FY 2013. This covers transactions for the CAL-Card billing period March 23, 2013 through June 24, 2013. During this quarter, we had 240 transactions totaling \$56,827.39.

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5072	<a href="#">PRECOR COMMERCIAL FITNES</a>	425-338-2008	WA	\$ 8,880.95	1	\$ 8,880.95	\$ 0.00	0	\$ 8,880.95	15.89%	1	\$ 0.00
47963	BUSINESS EXPENS	8398	<a href="#">CA WATER ENV ASSN</a>	510-382-7800	CA	4,081.00	28	145.75	0.00	0	4,081.00	7.30%	28	0.00
47972	OTHER	5999	<a href="#">GIFTCARDMALL.COM</a>	877-4262551	CA	2,665.70	1	2,665.70	0.00	0	2,665.70	4.77%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">CALIFORNIA SERVICE TOOL -</a>	510-7821000	CA	2,134.24	4	533.56	0.00	0	2,134.24	3.82%	4	182.91
47972	OTHER	5999	<a href="#">EDWARD R BACON CO INC</a>	408-846-1600	CA	1,765.01	1	1,765.01	0.00	0	1,765.01	3.16%	1	0.00
47979	WHOLESALE TRADE	5045	<a href="#">DMI* DELL K-12/GOVT</a>	800-981-3355	TX	1,588.99	4	397.25	85.55	1	1,503.44	2.69%	5	143.72
47979	WHOLESALE TRADE	5046	<a href="#">TECO PNEUMATIC, INC.</a>	PLEASANTON	CA	1,233.41	1	1,233.41	0.00	0	1,233.41	2.21%	1	107.01
209283	4214	4214	<a href="#">STREAMLINE INC</a>	406-363-5233	MT	1,175.00	1	1,175.00	0.00	0	1,175.00	2.10%	1	0.00
47963	BUSINESS EXPENS	8999	<a href="#">MITCH'S CERTIFIED CLASSE</a>	916-224-7176	CA	1,000.00	1	1,000.00	0.00	0	1,000.00	1.79%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">HACH COMPANY</a>	9706631377	CO	941.57	4	235.39	0.00	0	941.57	1.68%	4	73.35
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON MKTPLACE PMTS</a>	AMZN.COM/BILL	WA	984.49	10	98.45	60.23	2	924.26	1.65%	12	6.72
47966	MAIL/TELEPHONE	5964	<a href="#">CDW GOVERNMENT</a>	800-800-4239	IL	892.38	3	297.46	0.00	0	892.38	1.60%	3	74.50
47979	WHOLESALE TRADE	5085	<a href="#">SIMPLIFIED SAF BLDG</a>	8885272278	NY	803.48	1	803.48	0.00	0	803.48	1.44%	1	0.00
47979	WHOLESALE TRADE	5065	<a href="#">STEVEN ENGINEERING</a>	650-7459147	CA	761.36	4	190.34	0.00	0	761.36	1.36%	4	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM</a>	AMZN.COM/BILL	WA	1,010.46	9	112.27	255.10	2	755.36	1.35%	11	87.70
137510	Rialto	9399	<a href="#">CALIFORNIA SPECIAL DISTR</a>	916-442-7887	CA	690.00	9	76.67	0.00	0	690.00	1.23%	9	0.00
138753	SEMINAR/CONF.	8641	<a href="#">WATER ENVIRONMENT FEDTN</a>	703-6842428	VA	684.00	3	228.00	0.00	0	684.00	1.22%	3	0.00
47979	WHOLESALE TRADE	5199	<a href="#">INTERNETMKT</a>	205-383-5595	FL	673.63	1	673.63	0.00	0	673.63	1.21%	1	0.00
47971	OFFICE SUPPLIES	5734	<a href="#">BAMBOO SOLUTIONS</a>	877-226-2662	VA	669.00	2	334.50	0.00	0	669.00	1.20%	2	0.00
47966	MAIL/TELEPHONE	5965	<a href="#">OFFICE DEPOT 1135</a>	800-463-3768	CA	656.45	1	656.45	0.00	0	656.45	1.17%	1	56.95
47979	WHOLESALE TRADE	5085	<a href="#">CALIFORNIA DYNAMICS CO</a>	3232233882	CA	644.28	1	644.28	0.00	0	644.28	1.15%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5085	<a href="#">INSTRUMART</a>	800-235-8367	VT	636.20	1	636.20	0.00	0	636.20	1.14%	1	0.00
47979	WHOLESALE TRADE	5251	<a href="#">SOL*SNAP-ON INDUSTRIAL</a>	877-740-1900	GA	594.12	2	297.06	0.00	0	594.12	1.06%	2	51.54
47970	OFFICE SERVICES	7399	<a href="#">NACWA</a>	202-8332672	DC	575.00	1	575.00	0.00	0	575.00	1.03%	1	0.00
119156	MCC001	5921	<a href="#">REDWOOD PACKAGING INC.</a>	901-794-8741	TN	561.35	1	561.35	0.00	0	561.35	1.00%	1	0.00
47972	OTHER	5999	<a href="#">ECANOPIY.COM</a>	800-445-5611	TN	529.89	1	529.89	0.00	0	529.89	0.95%	1	0.00
137510	Rialto	9399	<a href="#">UNION CITY CITY HALL</a>	510-675-5381	CA	524.00	1	524.00	0.00	0	524.00	0.94%	1	0.00
47979	WHOLESALE TRADE	5046	<a href="#">PAPE MATERIAL HANDLING</a>	FREMONT	CA	517.72	1	517.72	0.00	0	517.72	0.93%	1	0.00
47978	VEHICLE EXPENSE	5533	<a href="#">SAFELITE AUTOGLASS</a>	614-210-9186	OH	481.78	2	240.89	0.00	0	481.78	0.86%	2	0.00
47966	MAIL/TELEPHONE	5965	<a href="#">OFFICE MAX</a>	800-283-7674	IL	472.60	1	472.60	0.00	0	472.60	0.85%	1	41.00
217413	Prohibited Tran	8699	<a href="#">NATIONAL PROCUREMENT INST</a>	702-989-8095	NV	450.00	1	450.00	0.00	0	450.00	0.81%	1	0.00
47972	OTHER	5999	<a href="#">PK SAFETY SUPPLY</a>	800-829-9580	CA	427.76	1	427.76	0.00	0	427.76	0.77%	1	0.00
47963	BUSINESS EXPENS	8398	<a href="#">CALIFORNIA ASSOC OF SAN</a>	916-4460388	CA	425.00	1	425.00	0.00	0	425.00	0.76%	1	0.00
141822	Hardware Supply	5200	<a href="#">LOWES #01132*</a>	UNION CITY	CA	407.48	8	50.94	0.00	0	407.48	0.73%	8	36.05
47970	OFFICE SERVICES	8911	<a href="#">BROWN AND CALDWELL</a>	925-2102277	CO	400.00	2	200.00	0.00	0	400.00	0.72%	2	0.00
47970	OFFICE SERVICES	5968	<a href="#">CITRIXONLINE.COM</a>	855-837-1750	CA	399.00	1	399.00	0.00	0	399.00	0.71%	1	0.00
47979	WHOLESALE TRADE	5251	<a href="#">D &amp; F LIQUIDATORS</a>	510-785-9600	CA	393.49	3	131.16	0.00	0	393.49	0.70%	3	0.00
137510	Rialto	9399	<a href="#">PAYPAL *3CMA</a>	402-935-7733	DC	390.00	1	390.00	0.00	0	390.00	0.70%	1	0.00
47979	WHOLESALE TRADE	5047	<a href="#">IDEXX DISTRIBUTION INC</a>	800-814-1147	ME	386.48	2	193.24	0.00	0	386.48	0.69%	2	31.40
47979	WHOLESALE TRADE	5021	<a href="#">ERGOMART.COM</a>	2147473746	TX	383.70	1	383.70	0.00	0	383.70	0.69%	1	0.00
47979	WHOLESALE TRADE	5065	<a href="#">ALAMEDA ELECTRIC DISTRIBU</a>	510-7861400	CA	383.20	1	383.20	0.00	0	383.20	0.69%	1	31.64
47979	WHOLESALE TRADE	5085	<a href="#">WW GRAINGER</a>	877-2022594	PA	365.57	3	121.86	0.00	0	365.57	0.65%	3	31.72
47963	BUSINESS EXPENS	8999	<a href="#">PAYPAL *PIPEUSERSGR</a>	402-935-7733	CA	350.00	1	350.00	0.00	0	350.00	0.63%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">TIFCO INDUSTRIES, INC.</a>	281-5716000	TX	323.00	1	323.00	0.00	0	323.00	0.58%	1	20.94

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47961	AUTO/RV DEALERS	5511	<a href="#">MISSION VALLEY FORD PARTS</a>	SAN JOSE	CA	\$ 316.77	1	\$ 316.77	\$ 0.00	0	\$ 316.77	0.57%	1	\$ 0.00
47972	OTHER	5999	<a href="#">WECO INDUSTRIES LLC</a>	707-446-6661	CA	307.28	1	307.28	0.00	0	307.28	0.55%	1	25.22
47970	OFFICE SERVICES	8734	<a href="#">ENVIRONMENTAL RESOURCE</a>	303-431-8454	CO	302.59	1	302.59	0.00	0	302.59	0.54%	1	0.00
217413	Prohibited Tran	8699	<a href="#">AMER SOC CIVIL ENGINEERS</a>	800-548-2723	VA	299.00	1	299.00	0.00	0	299.00	0.54%	1	0.00
47972	OTHER	4816	<a href="#">BOXWOOD TECH</a>	888-491-8833	MD	295.00	1	295.00	0.00	0	295.00	0.53%	1	0.00
212656	SCCLD AUTO	7538	<a href="#">CATS AUTO REPAIR</a>	FREMONT	CA	289.43	1	289.43	0.00	0	289.43	0.52%	1	0.00
47972	OTHER	7299	<a href="#">INDUSTRIAL TEST SYSTEM</a>	000-0000000	SC	275.59	1	275.59	0.00	0	275.59	0.49%	1	0.00
47961	AUTO/RV DEALERS	5511	<a href="#">MISSION VALLEY FORD PARTS</a>	408-933-2300	CA	272.50	1	272.50	0.00	0	272.50	0.49%	1	0.00
47971	OFFICE SUPPLIES	4812	<a href="#">D &amp; S COMMUNICATIONS</a>	847-4688082	IL	270.00	1	270.00	0.00	0	270.00	0.48%	1	0.00
47978	VEHICLE EXPENSE	5533	<a href="#">VANDER HAAGS 1</a>	SPENCER	IA	270.00	1	270.00	0.00	0	270.00	0.48%	1	0.00
47972	OTHER	7699	<a href="#">BAY POWER LLC</a>	HERCULES	CA	265.93	1	265.93	0.00	0	265.93	0.48%	1	19.91
47971	OFFICE SUPPLIES	5943	<a href="#">OFFICE MAX</a>	UNION CITY	CA	264.77	2	132.39	0.00	0	264.77	0.47%	2	22.97
47960	AIRLINE	3000	<a href="#">UNITED 0162370781719</a>	800-932-2732	TX	255.80	1	255.80	0.00	0	255.80	0.46%	1	0.00
47966	MAIL/TELEPHONE	5964	<a href="#">RITE IN THE RAIN</a>	253-9225000	WA	237.30	1	237.30	0.00	0	237.30	0.42%	1	0.00
212656	SCCLD AUTO	5532	<a href="#">AMERICAS-TIRE-CO CAN-14</a>	UNION CITY	CA	226.00	1	226.00	0.00	0	226.00	0.40%	1	19.00
47963	BUSINESS EXPENS	8299	<a href="#">NCS*ITL CDE COUNCIL EX</a>	800-511-3478	MN	225.00	3	75.00	0.00	0	225.00	0.40%	3	0.00
47979	WHOLESALE TRADE	5072	<a href="#">BURLINGTON SAFETY LABORAT</a>	925-8661412	CA	217.17	1	217.17	0.00	0	217.17	0.39%	1	0.00
47978	VEHICLE EXPENSE	5533	<a href="#">ALL COMPUTER RESOURCES</a>	786-879-7566	FL	208.00	1	208.00	0.00	0	208.00	0.37%	1	0.00
47970	OFFICE SERVICES	5968	<a href="#">SURVEYMONKEY.COM</a>	971-2445555	CA	204.00	1	204.00	0.00	0	204.00	0.37%	1	0.00
212656	SCCLD AUTO	7538	<a href="#">JJ JRS TRUCK REPAIR</a>	HAYWARD	CA	203.29	1	203.29	0.00	0	203.29	0.36%	1	0.00
47979	WHOLESALE TRADE	5074	<a href="#">RYAN HERCO FLOW</a>	818-8411141	CA	200.73	1	200.73	0.00	0	200.73	0.36%	1	0.00
47963	BUSINESS EXPENS	8999	<a href="#">PAYPAL *FORMULADESI</a>	402-935-7733	CA	200.00	1	200.00	0.00	0	200.00	0.36%	1	0.00
		8398	<a href="#">NORTH AMERICAN SOCIETY FO</a>	703-3515252	NY	200.00	1	200.00	0.00	0	200.00	0.36%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5199	<a href="#">TAP PLASTICS #20</a>	510-8958249	CA	199.47	1	199.47	0.00	0	199.47	0.36%	1	16.47
47962	BUILDING SERVIC	1799	<a href="#">PUMP REPAIR SERVICE CO IN</a>	DALY CITY	CA	199.29	1	199.29	0.00	0	199.29	0.36%	1	0.00
137510	Rialto	9399	<a href="#">ACT*CAPPO 2014 CONFERE</a>	877-551-5560	CA	199.00	1	199.00	0.00	0	199.00	0.36%	1	0.00
138816	DCUSD	5551	<a href="#">TEAGUE CUSTOM MARINE INC</a>	661-2957000	CA	198.49	1	198.49	0.00	0	198.49	0.36%	1	0.00
212656	SCCLD AUTO	5599	<a href="#">PETERSON POWER SYSTEMS</a>	510-3576200	CA	193.07	3	64.36	0.00	0	193.07	0.35%	3	0.00
47979	WHOLESALE TRADE	5085	<a href="#">MAR-LEN SUPPLY INC</a>	HAYWARD	CA	191.45	1	191.45	0.00	0	191.45	0.34%	1	15.81
47970	OFFICE SERVICES	7392	<a href="#">PETROLEUM EQUIPT INSTI</a>	918-494-9696	OK	190.00	1	190.00	0.00	0	190.00	0.34%	1	0.00
119156	MCC001	8220	<a href="#">INSTITUTE FOR SUPPLY MGT</a>	480-7526276	AZ	185.00	1	185.00	0.00	0	185.00	0.33%	1	0.00
47972	OTHER	5999	<a href="#">THOMAS AND ASSOCIATES IN</a>	415-884-4501	CA	178.61	1	178.61	0.00	0	178.61	0.32%	1	14.73
47963	BUSINESS EXPENS	8999	<a href="#">PAYPAL *AADODGETRU</a>	402-935-7733	CA	175.27	1	175.27	0.00	0	175.27	0.31%	1	12.75
47970	OFFICE SERVICES	7399	<a href="#">TELEMEDIA, INC</a>	847-808-4000	IL	175.10	1	175.10	0.00	0	175.10	0.31%	1	0.00
47970	OFFICE SERVICES	7399	<a href="#">GOVERNMENTJOB S.COM INC.</a>	310-631-9990	CA	175.00	1	175.00	0.00	0	175.00	0.31%	1	0.00
		7399	<a href="#">ATLAS FCC LINCENSE PREP</a>	317-813-4865	IN	175.00	1	175.00	0.00	0	175.00	0.31%	1	0.00
137510	Rialto	9399	<a href="#">BAY AREA AIR QUALITY MGMT</a>	415-7495000	CA	166.16	1	166.16	0.00	0	166.16	0.30%	1	0.00
47963	BUSINESS EXPENS	8999	<a href="#">PNEUMADYNE INC.</a>	763-398-2515	MN	165.37	2	82.69	0.00	0	165.37	0.30%	2	0.00
141822	Hardware Supply	5200	<a href="#">THE HOME DEPOT #6964</a>	NEWARK	CA	162.41	1	162.41	0.00	0	162.41	0.29%	1	13.41
137510	Rialto	9399	<a href="#">CITY OF FREMONT DEV SERVJ</a>	FREMONT	CA	160.00	1	160.00	0.00	0	160.00	0.29%	1	0.00
217413	Prohibited Tran	8699	<a href="#">MISAC</a>	714-738-5309	CA	160.00	1	160.00	0.00	0	160.00	0.29%	1	0.00
47971	OFFICE SUPPLIES	5734	<a href="#">WWW.CLEVERBRIDGE.NET</a>	KOELN		158.00	2	79.00	0.00	0	158.00	0.28%	2	0.00
47972	OTHER	4816	<a href="#">DRI*WWW.ELEMENT5.INFO</a>	ELEMENT5.INFO	MN	158.00	1	158.00	0.00	0	158.00	0.28%	1	0.00
47967	MEDICAL	8043	<a href="#">3M/RXPR 02312087 02312</a>	800-982-2828	IN	155.81	1	155.81	0.00	0	155.81	0.28%	1	0.00
47979	WHOLESALE TRADE	5199	<a href="#">TAP PLASTICS #20</a>	FREMONT	CA	152.68	2	76.34	0.00	0	152.68	0.27%	2	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47970	OFFICE SERVICES	7311	<a href="http://CRAIGSLIST.ORG">CRAIGSLIST.ORG</a>	415-566-6394	CA	150.00	2	75.00	0.00	0	150.00	0.27%	2	0.00
212656	SCCLD AUTO	5532	<a href="http://WINGFOOTCOMMERCIALTIAPC.COM">WINGFOOT COMMERCIAL TI APC DATA CENTER</a>	HAYWARD	CA	122.22	1	122.22	0.00	0	122.22	0.22%	1	0.00
47979	WHOLESALE TRADE	5065	<a href="http://UNIVEROWPSACSTATE.COM">UNIVER OWPSACSTATE</a>	401-398-8450N	RI	106.22	1	106.22	0.00	0	106.22	0.19%	1	0.00
47963	BUSINESS EXPENS	8398	<a href="http://AVANGATECOM.COM">AVANGATECOM</a>	916-278-6142	CA	100.00	2	50.00	0.00	0	100.00	0.18%	2	0.00
47972	OTHER	4816	<a href="http://FREMONTFLOWERSANDGIAMERICANBACKFLOWPREVEN.COM">FREMONT FLOWERS AND GI AMERICAN BACKFLOW PREVEN</a>	888-247-1614	CA	90.00	1	90.00	0.00	0	90.00	0.16%	1	0.00
217413	Prohibited Tran	5992	<a href="http://STATEANDFEDERALPOSTER.COM">STATEANDFEDERALPOSTER.</a>	510-797-1136	CA	89.15	1	89.15	0.00	0	89.15	0.16%	1	0.00
138753	SEMINAR/CONF.	8641	<a href="http://QVC422684468401.COM">QVC*422684468401*</a>	979-846-7606	TX	85.00	1	85.00	0.00	0	85.00	0.15%	1	0.00
47979	WHOLESALE TRADE	5111	<a href="http://ADSREPROGRAPHICS.COM">ADS REPROGRAPHICS</a>	626-347-5527	CA	83.84	1	83.84	0.00	0	83.84	0.15%	1	0.00
47979	WHOLESALE TRADE	5399	<a href="http://ADORAMA.COM">ADORAMA INC</a>	800-367-9444	PA	82.89	1	82.89	0.00	0	82.89	0.15%	1	0.00
47970	OFFICE SERVICES	7338	<a href="http://SODAASHDIRE.COM">SODAASHDIRE</a>	925-4493486	CA	81.55	1	81.55	0.00	0	81.55	0.15%	1	6.09
150085	MCC5969	5969	<a href="http://PAYPAL.PAPA.COM">PAYPAL *PAPA</a>	212-7410401	NY	81.50	1	81.50	0.00	0	81.50	0.15%	1	0.00
47979	WHOLESALE TRADE	5169	<a href="http://DRIJUSTGREATSOFTW.COM">DRI*JUST GREAT SOFTW</a>	866-533-7632	CO	80.54	1	80.54	0.00	0	80.54	0.14%	1	0.00
47963	BUSINESS EXPENS	8398	<a href="http://NEWARKCHAMBEROFCOMMERC.COM">NEWARK CHAMBER OF COMMERC</a>	402-935-7733	CA	80.00	1	80.00	0.00	0	80.00	0.14%	1	0.00
47972	OTHER	4816	<a href="http://WWW.INTERLIGHT.BIZ">WWW.INTERLIGHT.BIZ</a>	CARDQUERY.COM	MN	79.95	1	79.95	0.00	0	79.95	0.14%	1	0.00
47970	OFFICE SERVICES	7399	<a href="http://MILWAUKEEELECTRICTOO.COM">MILWAUKEE ELECTRIC TOO</a>	NEWARK	CA	70.00	2	35.00	0.00	0	70.00	0.13%	2	0.00
47979	WHOLESALE TRADE	5085	<a href="http://MURCAL.COM">MURCAL INC.</a>	219-989-0060	IN	69.45	1	69.45	0.00	0	69.45	0.12%	1	0.00
47972	OTHER	5999	<a href="http://PETERSONTRACTORCO.COM">PETERSON TRACTOR CO</a>	5108974031	CA	67.84	1	67.84	0.00	0	67.84	0.12%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="http://ULINE.SHIPSUPPLIES.COM">ULINE *SHIP SUPPLIES</a>	661-272-4700	CA	66.28	1	66.28	0.00	0	66.28	0.12%	1	4.21
212656	SCCLD AUTO	5599	<a href="http://BEARINGENGINEERINGCO.COM">BEARING ENGINEERING CO</a>	510-3576200	CA	63.30	1	63.30	0.00	0	63.30	0.11%	1	0.00
47966	MAIL/TELEPHONE	5964	<a href="http://UNITEDCLEANERS.COM">UNITED CLEANERS</a>	800-295-5510	IL	62.77	1	62.77	0.00	0	62.77	0.11%	1	4.56
47979	WHOLESALE TRADE	5013		SAN LEANDRO	CA	60.22	1	60.22	0.00	0	60.22	0.11%	1	5.10
217413	Prohibited Tran	7216		FREMONT	CA	60.00	1	60.00	0.00	0	60.00	0.11%	1	0.00

### Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47979	WHOLESALE TRADE	5311	<a href="#">SEARS ROEBUCK 1248</a>	HAYWARD	CA	59.93	1	59.93	0.00	0	59.93	0.11%	1	0.00
47979	WHOLESALE TRADE	5065	<a href="#">GREEN ELECTRICAL SUPPLY</a>	248-652-9640	MI	56.24	1	56.24	0.00	0	56.24	0.10%	1	0.00
47979	WHOLESALE TRADE	5046	<a href="#">SWPS.COM/210-590-9363</a>	210-590-9363	TX	53.38	1	53.38	0.00	0	53.38	0.10%	1	0.00
47979	WHOLESALE TRADE	5251	<a href="#">DEWALT FCTRY SERV #054</a>	HAYWARD	CA	52.06	1	52.06	0.00	0	52.06	0.09%	1	0.00
47964	EATING/DRINKING	5499	<a href="#">EDIBLE ARRANGEMENTS -</a>	408-6663406	CA	51.00	1	51.00	0.00	0	51.00	0.09%	1	0.00
137510	Rialto	9399	<a href="#">ACT*EAST BAY REG PARKS</a>	877-228-4881	CA	50.00	1	50.00	0.00	0	50.00	0.09%	1	0.00
217413	Prohibited Tran	8699	<a href="#">INTERNATIONAL PUBLIC MANA</a>	703-5497100	VA	50.00	1	50.00	0.00	0	50.00	0.09%	1	0.00
47972	OTHER	5732	<a href="#">PCDICTATE.COM</a>	877-7234282	IL	49.99	1	49.99	0.00	0	49.99	0.09%	1	0.00
47979	WHOLESALE TRADE	5251	<a href="#">LIGHTING SOURCE</a>	972-823-8000	TX	49.48	1	49.48	0.00	0	49.48	0.09%	1	0.00
141822	Hardware Supply	5200	<a href="#">THE HOME DEPOT 6636</a>	FREMONT	CA	44.60	1	44.60	0.00	0	44.60	0.08%	1	3.68
47972	OTHER	5661	<a href="#">RED WING SHOE STORE</a>	FREMONT	CA	42.50	1	42.50	0.00	0	42.50	0.08%	1	0.00
47972	OTHER	4816	<a href="#">YAHOO *BAYAREABIOSOLI</a>	408-916-2149	CA	41.82	3	13.94	0.00	0	41.82	0.07%	3	0.00
47979	WHOLESALE TRADE	5169	<a href="#">CHEMETRICS INC</a>	540-7889026	VA	38.34	1	38.34	0.00	0	38.34	0.07%	1	0.00
47961	AUTO/RV DEALERS	5511	<a href="#">SAN LEANDRO CJD LLC</a>	SAN LEANDRO	CA	30.54	1	30.54	0.00	0	30.54	0.05%	1	0.00
47979	WHOLESALE TRADE	5045	<a href="#">WINZIP COMPUTING SL</a>	877-2946947	CT	25.30	1	25.30	0.00	0	25.30	0.05%	1	0.00
47979	WHOLESALE TRADE	5399	<a href="#">QVC*422684468403*</a>	800-367-9444	PA	22.79	1	22.79	0.00	0	22.79	0.04%	1	0.00
47972	OTHER	5732	<a href="#">RADIOSHACK COR00132209</a>	HAYWARD	CA	21.78	1	21.78	0.00	0	21.78	0.04%	1	1.33
47963	BUSINESS EXPENS	8999	<a href="#">PAYPAL *MSA SF BAY</a>	402-935-7733	CA	20.00	1	20.00	0.00	0	20.00	0.04%	1	0.00
47979	WHOLESALE TRADE	5099	<a href="#">WORLDWIDE SIGNS</a>	LIVERMORE	CA	18.53	1	18.53	0.00	0	18.53	0.03%	1	1.53
47979	WHOLESALE TRADE	5169	<a href="#">CHEMETRICS COM</a>	540-7889026	VA	18.06	1	18.06	0.00	0	18.06	0.03%	1	0.00
47979	WHOLESALE TRADE	5399	<a href="#">QVC*422684468402*</a>	800-367-9444	PA	15.96	1	15.96	0.00	0	15.96	0.03%	1	0.00
150085	MCC5969	5969	<a href="#">SEARS.COM 9300</a>	800-349-4358	IA	190.30	1	190.30	190.30	1	0.00	0.00%	2	0.00

**Merchant Spend Analysis - Detail**

<u>MCCG</u>	<u>Merchant Category Code Group Description</u>	<u>MCC</u>	<u>Merchant Name</u>	<u>Merchant City</u>	<u>Merchant State/Province</u>	<u>Debit Amount</u>	<u>Nbr of Debit Trans</u>	<u>Average Spend per Debit Trans</u>	<u>Credit Amount</u>	<u>Nbr of Credit Trans</u>	<u>Total Spend</u>	<u>% of Total Spend</u>	<u>Nbr of Trans</u>	<u>Total Sales Tax</u>
47970	OFFICE SERVICES	6300	<a href="#">TRAVEL INSURANCE POLICY</a>	RICHMOND	VA	0.00	0	0.00	21.00	1	(21.00)	0.00%	1	0.00
47979	WHOLESALE TRADE	5251	<a href="#">LIGHTING SOURCE</a>	972-823-8000	TX	0.00	0	0.00	49.48	1	(49.48)	0.00%	1	0.00
47971	OFFICE SUPPLIES	5943	<a href="#">DISCOUNTCLEANINGPRO</a>	8882330851	NJ	0.00	0	0.00	86.30	1	(86.30)	0.00%	1	0.00
47966	MAIL/TELEPHONE	5964	<a href="#">CDW GOVERNMENT</a>	VERNON HILLS	IL	0.00	0	0.00	194.42	1	(194.42)	0.00%	1	16.87
<b>Total</b>						<b>\$56,827.39</b>			<b>\$ 942.38</b>		<b>\$55,885.01</b>		<b>240</b>	<b>\$ 1,180.79</b>

Total Number of Records: 137

End of Report

## Merchant Spend Analysis - Detail Output Parameter Page

**Cycle Close Date Range:** 04/2013 to 06/2013  
**Merchant Profile Source:** Association  
**Merchant Names:** All  
**Merchant Category Code Group:** All  
**Merchant States:** All

**Sort Report By:** (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort  
**Break/Subtotal Level:** No Break/Subtotal

<b>Processing Hierarchy Position:</b>	<u>Bank</u>	<u>Agent</u>	<u>Company</u>	<u>Division</u>	<u>Department</u>
	1425	3135	51756	All	All



**Directors**  
 Manny Fernandez  
 Tom Handley  
 Pat Kite  
 Anjali Lathi  
 Jennifer Toy

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

David M. O'Hara  
*Attorney*

DATE: July 9, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard Currie, General Manager/District Engineer  
 Richard Cortes, Business Services Manager  
 Deborah Kull, Sr. Accountant

SUBJECT: Agenda Item No. 13 - Meeting of July 22, 2013  
 Information Item: Status Report on Computer Purchase and Student Loan Program

Reporting Period: January 1, 2013 – June 30, 2013

Maximum USD Commitment for Computer Loans	\$50,000
Maximum USD Commitment for Student Loans	\$15,000

Outstanding Loans January 1, 2013	\$32,003
Computer	\$32,003
Student	\$ 0
 Add: New Loan Disbursements	 \$19,228
Computer	\$19,228
Student	\$ 0
 Less: Payroll Deduction Payments	 \$13,009
Computer	\$13,009
Student	\$ 0
 Loans Outstanding	 \$38,222
Computer	\$38,222
Student	\$ 0

Funds Available - Computer and Student	\$11,778
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Statistics – Computer Purchase Loans

Current average loan balance	\$ 1,006
Employees currently participating	38
Number of current employees who have participated	76
Current period average original loan	\$ 2,136



**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:** July 12, 2013

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

**FROM:** Richard B. Currie, General Manager/District Engineer  
Jesse S. Gill, TSCS Manager

**SUBJECT:** Agenda Item No. 14 - Meeting of July 22, 2013  
Information Item: **Status of Priority 1 CIP projects at the end of FY 13**

### **Recommendation**

Information only

### **Background**

In June, 2012, the Board approved the Capital Improvement Program budget for FY 13 in the amount of \$13.61 million for the design and construction of 24 CIP projects.

These 24 projects were further ranked as Priority I and II projects based on a criteria prepared by staff and approved by the Executive Team. For FY 13, 11 projects were ranked as Priority I projects and the remaining 13 were ranked as Priority II projects.

The status of the Priority I CIP projects is reviewed by the Executive team at the end of each quarter and a copy of the status report is attached for the Board's review.

At the end of the 4<sup>th</sup> quarter, out of the 11 Priority I projects identified for FY 13, the CIP team met all the milestones established for 10 out of the 11 Priority I projects. The only project that got delayed was the Boyce Road Lift Station. However, this project was substantially completed in FY 13.

Also attached is a tabular summary showing the status of the 11, Priority I projects at the end of FY 13.

RBC/JSG;/mp

Attachment: Summary Priority I Projects

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

**Priority I Projects for FY 13**

	<b>Project</b>	<b>Planned Milestones</b>	<b>Status after 1<sup>st</sup> Quarter</b>	<b>Status after 2<sup>nd</sup> Quarter</b>	<b>Status after 3<sup>rd</sup> Quarter</b>	<b>Status after 4<sup>th</sup> Quarter</b>
<b>1</b>	<b>I680/Mission Blvd Sewer - SFPUC</b>	Complete construction by September 30, 2012.	Project was completed in August, 2012	Project is complete.	Project is complete	Project is complete
<b>2</b>	<b>I680 Sewer Crossing at Sabercat Rd</b>	Complete design by March 31, 2013 Award construction contract by May 30, 2013.	50% Design is complete.	100% design submittal being reviewed by staff	Design was completed in February and bids were opened on March 27, 2013	All project milestones completed
<b>3</b>	<b>Boyce Road Lift Station</b>	Complete construction by January 31, 2013.	Project is on schedule	Construction is in progress. Substantial completion is delayed until March, 2013.	Substantial completion is delayed until May, 2013	Project is substantially complete as of June 30, 2013
<b>4</b>	<b>Valve Box FCA Replacement Project</b>	Complete construction by November 30, 2012.	Project is on schedule	Project was completed in November, 2012	Project is complete	Project is complete
<b>5</b>	<b>Cogen Project</b>	Complete design by February, 2013 and award construction contract in March, 2013.	50% design submittal is being reviewed by staff	90% design submittal is being reviewed by staff	Contract awarded in March, 2013 All milestones were completed	All project milestones completed
<b>6</b>	<b>Headworks Conveyors &amp; Screenings Compactor</b>	Complete design by Oct, 2012 Award contract by December, 2012 Issue NTP in March, 2013	Design was completed in September, 2012 and project has been advertised for bids	Construction contract was awarded to Anderson Pacific in November, 2012. Submittals are being reviewed.	All milestones were completed. Project is in construction	All project milestones completed

	<b>Project</b>	<b>Planned Milestones</b>	<b>Status after 1<sup>st</sup> Quarter</b>	<b>Status after 2<sup>nd</sup> Quarter</b>	<b>Status after 3<sup>rd</sup> Quarter</b>	<b>Status after 4<sup>th</sup> Quarter</b>
<b>7</b>	<b>INKA Demolition</b>	Complete demolition before December 31, 2012	Construction contract was awarded on August 13, 2012.	Project was completed in December, 2012.	Project is complete	Project is complete
<b>8</b>	<b>PLC Replacement Project</b>	Complete construction by December 31, 2012	Project is on schedule	Project was substantially completed in December, 2012.	Project is complete	Project is complete
<b>9</b>	<b>Primary Clarifier Rehab Project</b>	Substantially complete all construction by January, 2013	Project is on schedule	Project is on schedule for completion in January, 2013.	Project is complete	Project is complete
<b>10</b>	<b>Thickener Mechanism No. 3&amp;4 Replacement</b>	Complete Rehab of Thickener No. 4 by November 30, 2012. Complete Rehab of Thickener No. 3 by March, 2013	Project is on schedule	Project is on schedule for completion in March, 2013.	Project was substantially completed in March, 2013	Project is complete
<b>11</b>	<b>Thickener Pumps Replacement</b>	Complete design before Dec 31, 2012 Award contract before March, 2013 Complete construction in July, 2013.	50% design submittal is being reviewed by staff	Design was completed in December, 2012 and project was advertised for bids. Bid opening is on January 15, 2013.	Project was awarded in February, 2013. Submittals are being reviewed	All project milestones for FY 13 completed



**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:** July 15, 2013

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

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

**SUBJECT:** Agenda Item No. 15 – Meeting of July 22, 2013  
Information Item: **Solar Facilities Operational Update**

### **Recommendation**

Staff will provide the Board an operational update of the solar facilities at the District.

### **Alvarado Wastewater Treatment Plant**

The District completed construction of the Solar Carport facility located at the Alvarado Wastewater Treatment Plant at a cost of \$884,000 and began operation in September 2011. The system consists of 637 solar panels and is rated at 125 kilowatt (kW). The system rating is based on the California Energy Commission's calculation that takes into account the number of panels, the rating of each panel and the inverter efficiency.

The District applied for the California Solar Initiative (CSI) incentive that would rebate \$0.2568 per kilowatt-hour (kWh) of power generated by the system for a period of five years. PG&E, the administrator of the CSI program, approved an incentive amount up to \$252,850.

Through May 31, 2013, the Solar Carport facility has generated a total of 534,952 kWh of power, which equates to \$80,813 in energy savings at the Plant. Additionally, the District has received \$93,937 of CSI incentive rebate from PG&E. The total benefit of the Solar Carport is \$174,751, which represents 19.8% of simple payback for the initial construction cost of the facility.

5072 Benson Road  
Union City, CA 94587  
(510) 477-7500 FAX (510) 477-7501  
*We are an equal opportunity, affirmative action employer*

### **Irvington Pump Station**

The District completed construction of the solar facility located at the Irvington Pump Station at a cost of \$2.85 million and began operation in April 2012. The system consists of 1,680 solar panels and is rated at 408 kW.

The District applied for the CSI incentive that would rebate \$0.15 per kWh of power generated by the system for a period of five years. PG&E approved an incentive amount up to \$623,370.

Through June 5, 2013, the solar facility has generated a total of 1,194,880 kWh of power, which equates to \$330,628 in energy savings at the Irvington Pump Station. Additionally, the District has received \$141,784 of CSI incentive rebate from PG&E. The total benefit of the solar facility is \$472,413, which represents 16.6% of simple payback for the initial construction cost of the facility.

Staff will provide the Board an update of the solar facilities on a semi-annual basis. When the new Cogeneration System becomes operational in 2014, staff will include related operational information in subsequent updates to the Board.

The attached Table 1 summarizes the operational data that was discussed in this update.

RBC/JG/SG/RC;mp

Attachment – Table 1

**Union Sanitary District**  
**Table 1 - Solar Facilities Operational Data**

Facility	System Rating (kW)	Energy Generated This Period (kWh)	Total Energy Generated To Date (kWh)	Value of Energy Generated To Date (\$)	Rebates or grants received To Date (\$)	Total Received or Generated (\$)	Construction Cost (\$)	Simple Payback To Date (%)	Comments
Alvarado WWTP Solar Carport	125.0	This is the first update.	534,952	80,813	93,937	174,751	884,000	19.8%	System began operation in September 2011. Values are current through May 31, 2013.
Irvington Pump Station	408	This is the first update.	1,194,880	330,628	141,784	472,413	2,850,000	16.6%	System began operation in April 2012. Values are current through June 5, 2013.

kW = kilowatt

kWh = kilowatt-hour

System Rating is based on the number of panels, the rating of each panel, and the inverter efficiency.

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151078	7/3/2013	128762	CAROLLO ENGINEERS	THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$89,694.60	\$89,694.60
151115	7/11/2013	129033	CAROLLO ENGINEERS	LIFT STATION #1 IMPROVEMENTS	\$7,511.37	\$86,946.26
	7/11/2013	129032		PRIMARY CLARIFIERS 1 - 4 REHABILITATION	\$298.76	
	7/11/2013	129037		COGENERATION PROJECT	\$9,729.77	
	7/11/2013	129031		THICKENER CONTROL BLDG INTERIM IMPROV	\$3,891.15	
	7/11/2013	129036		HEADWORKS AND EMERGENCY OUTFALL IMPROV	\$6,481.92	
	7/11/2013	129101		COGENERATION PROJECT	\$58,653.36	
	7/11/2013	129035		HEADWORKS AND EMERGENCY OUTFALL IMPROV	\$379.93	
151137	7/11/2013	761520130626	PACIFIC GAS AND ELECTRIC	SERVICE TO 06/26/13 NEWARK PS	\$19,053.45	\$19,079.63
	7/11/2013	224720130624		SERV TO 06/23/13 CS TRAINING TRAILER	\$26.18	
151141	7/11/2013	16291	RMC WATER AND ENVIRONMENT	LOCAL LIMITS & WASTEWATER TREATABILITY	\$10,516.25	\$16,432.00
	7/11/2013	16255		MIDTOWN DEVELOPMENT SEWER EVALUATION	\$5,915.75	
151119	7/11/2013	588429C	DELTA DENTAL SERVICE	JUNE 2013 DENTAL	\$12,397.10	\$13,983.93
	7/11/2013	588429A		JUNE 2013 DENTAL	\$1,586.83	
151111	7/11/2013	240614137562	AMERICAN CONST & SUPPLY INC	CATHODIC PROTECTION IMPROVEMENTS	\$11,400.00	\$11,400.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151103	7/3/2013	556239	UNIVAR USA INC	5,057 GALS SODIUM HYPOCHLORITE	\$2,495.15	\$9,902.19
	7/3/2013	560456		5,011 GALS SODIUM HYPOCHLORITE	\$2,472.47	
	7/3/2013	557228		4,991 GALS SODIUM HYPOCHLORITE	\$2,462.59	
	7/3/2013	556602		5,010 GALS SODIUM HYPOCHLORITE	\$2,471.98	
151074	7/3/2013	20130611	ALAMEDA COUNTY TREASURER	FYE 13 BUDGET SHARE PMT	\$7,580.00	\$7,580.00
151146	7/11/2013	557784	UNIVAR USA INC	5,008 GALS SODIUM HYPOCHLORITE	\$2,470.98	\$7,299.46
	7/11/2013	558154		4,892 GALS SODIUM HYPOCHLORITE	\$2,413.75	
	7/11/2013	557499		4,894 GALS SODIUM HYPOCHLORITE	\$2,414.73	
151093	7/3/2013	3743320130701	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE- JULY 2013	\$7,071.47	\$7,071.47
151092	7/3/2013	9017337924	KEMIRA WATER SOLUTIONS, INC.	7.86 DRY TONS FERROUS CHLORIDE	\$5,937.20	\$5,937.20
151129	7/11/2013	9017338834	KEMIRA WATER SOLUTIONS, INC.	7.72 DRY TONS FERROUS CHLORIDE	\$5,831.45	\$5,831.45
151097	7/3/2013	808497	POLYDYNE INC	41,960 LBS CLARIFLOC WE-539	\$4,778.40	\$4,778.40
151098	7/3/2013	116807	R-2 ENGINEERING INC	2 GEAR JOINT KIT MOYNO KIT & ASTD PARTS	\$3,529.25	\$4,649.96
	7/3/2013	116806		1 BALL GEAR & 1 SEAL GEAR JOINT	\$1,120.71	
151121	7/11/2013	6444	FREMONT REAL ESTATE INVESTMENT	REFUND # 16535	\$3,380.00	\$3,380.00
151108	7/11/2013	6717	A+ COMMERCIAL SERVICES	REFUND # 16545	\$3,300.00	\$3,300.00
151131	7/11/2013	6865	SUSAN MALIK	REFUND # 16541	\$3,300.00	\$3,300.00
151106	7/3/2013	20130701	VISION SERVICE PLAN - CA	JULY 2013 VISION STMT	\$3,052.36	\$3,052.36

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151110	7/11/2013	130601471	AIRTECH MECHANICAL INC	CHILLER - GLYCOL FLOW SWITCH REPLACEMENT	\$1,723.47	\$2,508.98
	7/11/2013	130601489		SERVICE CALL: BLDG 79 MCC RM	\$785.51	
151085	7/3/2013	9131324	ELAP	RENEW: ANNUAL CERTIFICATE	\$2,359.00	\$2,359.00
151075	7/3/2013	4017420220130619	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 06/18/13 - FREMONT BLVD	\$77.14	\$2,324.67
	7/3/2013	4017274120130619		SERV TO: 06/18/13 - FREMONT BLVD	\$2,171.89	
	7/3/2013	4017275220130618		SERV TO: 06/18/13 - FREMONT BLVD	\$75.64	
151094	7/3/2013	54566845	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS	\$80.74	\$1,459.47
	7/3/2013	54572325		ASTD PARTS & MATERIALS	\$497.44	
	7/3/2013	54632102		ASTD PARTS & MATERIALS	\$385.57	
	7/3/2013	54452762		2 EA OPEN-TOP CANVAS BAGS	\$167.42	
	7/3/2013	54306851		1 EA HOSE COUPLING	\$174.49	
	7/3/2013	54683070		1 EA THREADED 3/4" PIPE & THREADED NIPPLE	\$51.62	
	7/3/2013	54622700		1 EA THREADED PIPE NIPPLE	\$22.57	
	7/3/2013	54499769		10 PKS ENGRAVING PLATE	\$79.62	
151147	7/11/2013	22112	VALLEY OIL COMPANY	1 DRUM SHELL PELLA A OIL	\$1,365.43	\$1,365.43
151082	7/3/2013	20130525	DALE HARDWARE INC	06/13-ASTD PARTS & MATERIALS	\$1,184.51	\$1,184.51
151135	7/11/2013	5345937	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WK END 06/09/13	\$1,080.00	\$1,080.00
151100	7/3/2013	4868173062013	SIERRA SPRING WATER COMPANY	WATER SERVICE 05/24/13-06/20/13	\$768.33	\$1,007.33
	7/3/2013	8122768062013		BOTTLESS COOLERS RENTAL	\$239.00	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151128	7/11/2013	24062270	KELLY SERVICES INC	TEMP LABOR-SHARMA, R., WK END 06/16/13	\$972.80	\$972.80
151116	7/11/2013	258910	CENTERVILLE LOCKSMITH	INSTALL NEW HARDWARD ON CONTAINER STORAGE	\$188.51	\$869.98
	7/11/2013	258856		24 PADLOCKS	\$681.47	
151143	7/11/2013	3203391767	STAPLES CONTRACT & COMMERCIAL	1 PLANTRONICS CS540 HEADSET	\$249.65	\$867.31
	7/11/2013	3203391768		15 PURELL SANITIZING WIPES, 5 CS WATER & 4 CS LINERS	\$262.77	
	7/11/2013	3203391770		1 PK FORK CORN PLASTIC HEAT STABLE	\$98.52	
	7/11/2013	3203391769		4 CS PAPER CUPS & 1 CS TOILET SEAT COVERS	\$256.37	
151109	7/11/2013	9016855190	AIRGAS NCN	2 CYL ARGON	\$700.93	\$852.31
	7/11/2013	9016808961		ASTD PARTS & MATERIALS	\$151.38	
151117	7/11/2013	54217418	CINTAS CORPORATION	UNIFORM LAUNDERING SERVICE	\$334.22	\$744.61
	7/11/2013	54217419		UNIFORM LAUNDERING SERVICE	\$410.39	
151088	7/3/2013	101	FORMULA DESIGN	WEBSITE MAINTENANCE	\$100.00	\$700.00
	7/3/2013	99		WEBSITE MAINTENANCE	\$600.00	
151087	7/3/2013	2838567	FERGUSON ENTERPRISES INC.	ASTD PARTS & MATERIALS	\$367.44	\$692.94
	7/3/2013	905260		6 EA GASKETS	\$325.50	
151076	7/3/2013	87896581206252013	AT&T	SERV: 05/18/13 - 06/17/13	\$585.34	\$585.34
151091	7/3/2013	487097	INDUSTRIAL SAFETY SUPPLY	ASTD CALIBRATION GAS FOR ELECTRICIANS	\$556.40	\$556.40
151096	7/3/2013	20130702	PETTY CASH	PETTY CASH REPLENISHMENT	\$543.88	\$543.88
151084	7/3/2013	8302	EAST BAY MUNI UTILITY DISTRICT	1 LAB SAMPLE ANALYSIS	\$543.00	\$543.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151095	7/3/2013	20130628	CHRIS NICOLETTI	TUITION REIMB: SPRING 2013	\$525.61	\$525.61
151077	7/3/2013	2521710574	BANK OF NEW YORK	MAY 2013 SERVICE FEE	\$500.00	\$500.00
151086	7/3/2013	6640	EVENFLOW PLUMBING CO. INC.	REFUND # 16529	\$500.00	\$500.00
151101	7/3/2013	6822	STAR ROOTER AND PLUMBING	REFUND # 16524	\$500.00	\$500.00
151102	7/3/2013	6887	GIAO CHI TRAN	REFUND # 16525	\$500.00	\$500.00
151130	7/11/2013	6967	KING TRENCHLESS	REFUND # 16534	\$500.00	\$500.00
151145	7/11/2013	6706	HUY TRINH	REFUND # 16533	\$500.00	\$500.00
151073	7/3/2013	130601488	AIRTECH MECHANICAL INC	SERVICE CALL BLDG 79 MCC RM	\$480.00	\$480.00
151113	7/11/2013	151151	BAY CENTRAL PRINTING	2000 8 1/2 X 11 PAPER WITH USD LETTERHEAD	\$468.28	\$468.28
151124	7/11/2013	498916	GRANITE CONSTRUCTION COMPANY	5.09 TNS 1/2 HMA64-10R15B	\$429.00	\$429.00
151134	7/11/2013	20130525	GERALD MOONEY	HAYWARD MARSH BROCHURE PHOTOGRAPHY	\$400.00	\$400.00
151122	7/11/2013	20130710	MICHAEL GILL	EXP REIMB: MAILLIVE MONITOR NOTIFICATION SERV	\$360.00	\$360.00
151112	7/11/2013	652844	BAY AREA NEWS GROUP EAST BAY	ADS: ORDINANCE #31 & #35	\$300.80	\$300.80
151148	7/11/2013	9706878971	VERIZON WIRELESS	WIRELESS SERV 05/21/13-06/20/13	\$271.22	\$271.22
151089	7/3/2013	20130625	TIMOTHY GRILLO	EXP REIMB: T&D ANNUAL RECOG LUNCH	\$253.27	\$253.27
151127	7/11/2013	686555	INTERNATIONAL PAINT LLC	ASTD PAINT SUPPLIES	\$250.97	\$250.97
151118	7/11/2013	390222	CUMMINS WEST INC	1 BELT V RIBBED	\$243.56	\$243.56
151138	7/11/2013	116810	R-2 ENGINEERING INC	1 SEAL GEAR JOINT, 1 RETAINING RING & 2 GASKET STATOR	\$236.45	\$236.45
151149	7/11/2013	1841061152	WINGFOOT COMMERCIAL TIRE LLC	REPAIR REAR TIRE ON BACKHOE	\$221.60	\$221.60

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151144	7/11/2013	20130708	RUFUS TAI	EXP REIMB: PMP MEMBERSHIP & PMI	\$214.00	\$214.00
151107	7/3/2013	20130620	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP M COSTELLO	\$187.00	\$187.00
151114	7/11/2013	9859050	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$107.98	\$174.17
	7/11/2013	9857000		ASTD OFFICE SUPPLIES	\$66.19	
151139	7/11/2013	1690000007467	RED WING SHOE STORE	SAFETY SHOES - MORA	\$167.13	\$167.13
151120	7/11/2013	20130618	MAURICE FORTNER	TUITION REIMBURSEMENT	\$167.00	\$167.00
151081	7/3/2013	5946249	CMTA	MEMBERSHIP RENEWAL: D. KULL	\$155.00	\$155.00
151140	7/11/2013	8200000006634	RED WING SHOE STORE	SAFETY SHOES - FERNANDEZ	\$130.79	\$130.79
151133	7/11/2013	90660892	METAL SUPERMARKETS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$80.03	\$129.30
	7/11/2013	90660860		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$49.27	
151142	7/11/2013	786469541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.71	\$115.71
151132	7/11/2013	54739806	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$24.76	\$113.76
	7/11/2013	54755030		1 EA ALUMINUM THREADED PIPE NIPPLE	\$12.81	
	7/11/2013	54643515		1 EA CAST IRON PUMP	\$76.19	
151123	7/11/2013	9158028101	GRAINGER INC	ASTD ADAPTERS	\$57.15	\$100.81
	7/11/2013	9156911282		1 EA FILTER HOUSING	\$27.51	
	7/11/2013	9158342544		5 EA MALE ADAPTERS	\$16.15	
151136	7/11/2013	20130708.1	SHAWN NESGIS	EXP REIMB: CS SAFETY RECOG GIFT CARDS - 06/13	\$75.00	\$95.00
	7/11/2013	20130708.2		EXP REIMB: CWEA SAS SEMINAR REGIS FEE	\$20.00	

**UNION SANITARY DISTRICT  
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
151126	7/11/2013	9977201306272013	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT, JUNE 2013	\$87.85	\$87.85
151105	7/3/2013	9706462486	VERIZON WIRELESS	WIRELESS SERV 05/13/13-06/12/13	\$73.12	\$73.12
151090	7/3/2013	509633	HULBERT LUMBER SUPPLY	LUMBER SUPPLIES	\$69.91	\$69.91
151125	7/11/2013	3G4217	HARRINGTON INDUSTRIAL PLASTICS	1 EA VALVE BALL	\$66.15	\$66.15
151083	7/3/2013	615320130618	DISH NETWORK	JUL 2013 - SERVICE FEE	\$54.86	\$54.86
151099	7/3/2013	57596	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JULY 2013	\$48.95	\$48.95
151104	7/3/2013	9853233	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 06/08/13	\$17.75	\$17.75
151079	7/3/2013	259413	CENTERVILLE LOCKSMITH	3 MASTER PADLOCK KEYS/6 KEY BLANK	\$17.27	\$17.27
151080	7/3/2013	428293	CENTERVILLE SAW AND TOOL	1 CAP, OIL FILLER	\$7.02	\$7.02

**Invoices:**

<b>Credit Memos :</b>	<b>0</b>	
<b>\$0 - \$1,000 :</b>	<b>82</b>	<b>21,671.84</b>
<b>\$1,000 - \$10,000 :</b>	<b>30</b>	<b>111,083.58</b>
<b>\$10,000 - \$100,000 :</b>	<b>6</b>	<b>201,714.76</b>
<b>Over \$100,000 :</b>	<b>0</b>	
<b>Total:</b>	<b>118</b>	<b>334,470.18</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>51</b>	<b>17,561.88</b>
<b>\$1,000 - \$10,000 :</b>	<b>20</b>	<b>79,371.88</b>
<b>\$10,000 - \$100,000 :</b>	<b>6</b>	<b>237,536.42</b>
<b>Over \$100,000 :</b>		
<b>Total:</b>	<b>77</b>	<b>334,470.18</b>

↓ Argus  
7/2/13

# Rodriguez wins statewide award

SUBMITTED BY  
MICHELLE POWELL

Union Sanitary District Collection System Worker II Jose Rodriguez has received the statewide "Collection System Worker of the Year" award from the California Water Environment Association (CWEA). "Jose's leadership skills and contributions to USD's training and maintenance programs are very deserving of this recognition," says James Schofield, Collection Services Supervisor. "He consistently displays a 'can do' attitude that makes him a great co-worker and representative of our District." Jose is the first USD employee to win this award.



USD owns and maintains over 780 miles of sewer lines in the Tri-Cities. The District's Collection Services Workers clean, inspect and repair lines daily to help ensure continuous, uninterrupted service to our customers. They also complete connections for new construction, mark utilities for digging, and respond to

customer trouble calls 24 hours a day, seven days a week. "Protecting human health and providing professional service to

our customers is an important job," says Jose, who joined the District in 2003. "I enjoy sharing what I've learned throughout the years with others, and I strive to be someone that a new person in the collection services field can look up to."

Jose's accomplishments include helping to develop and construct an overflow estimating training station at the District's Alvarado Treatment Plant in

Union City, and presenting technical training to USD employees and outside agencies. He contributes as a subject matter expert to the District's award-winning training program, helping to develop tools for measuring competencies and instructing classes. He has also presented workshops at CWEA conferences and other industry events.

CWEA is the California industry association for wastewater professionals, with about 9,000 members statewide. Jose initially won the regional Collection System Worker of the Year award in January 2013 for CWEA's San Francisco Bay Section, which includes over 1,600 members in Alameda, Contra Costa, and San Francisco counties, plus a portion of San Mateo County. The regional award automatically qualified him to compete at the statewide level. The competition is based on accomplishments and contributions to the wastewater industry.

For more information about Union Sanitary District, visit: [www.unionsanitary.com](http://www.unionsanitary.com)

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## Legal Notice

ON THE DATE INDICATED BY THE FILE STAMP ABOVE MAY 24, 2013.  
AR #4879969  
June 11, 18, 25;  
July 2, 2013

### Public Notice

Union Sanitary District  
The following is a summary of the rate changes for Capacity and Sewer Service Charges for Fiscal Year 2014:

1) The Sewer Service Charge (Ordinance No. 31.36) for all customer categories will increase 5.7%. This will increase the Single Family Dwelling rate to \$337.76 per year, and the Multi-Family Dwelling rate to \$298.25. Commercial and industrial unit rates will increase 5.7% as well. This rate increase is part of a 3-year rate increase approved by the Board of Directors at a public hearing on June 24th, 2013. All property owners in the Tri-City area were informed by mail of the rate increase and public hearing in April 2013.

2) The Capacity fee (Ordinance No. 35.20) will increase 10% to \$5,329.20 per equivalent dwelling unit for fiscal year 2014. The commercial and industrial unit rates will increase 10% as well.

These rates were discussed and approved by resolution following a noticed public hearing held at the Union Sanitary District Board meeting of June 24, 2013. Copies of the ordinances may be found on our website at [www.unionsanitary.ca.gov](http://www.unionsanitary.ca.gov) or may be obtained at our offices located at 5072 Benson Road, Union City, CA.  
AR #4901393  
July 2, 2013









