



BOARD MEETING AGENDA
Monday, March 14, 2016
Regular Meeting - 7:00 P.M.

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy
Attorney

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approve Minutes of the Meeting of February 22, 2016.

- Motion 5. Approve Minutes of the Special Meeting Board Workshop of February 23, 2016.

6. Written Communications.

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

- Motion 8. Approve the Publicly Available Pay Schedule *(to be reviewed by the Personnel Committee)*.

- Motion 9. Award the Construction Contract for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project to SAK Construction *(to be reviewed by the Construction Committee)*.

- Motion 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown & Caldwell to Provide Construction Management Services for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project *(to be reviewed by the Construction Committee)*.

- Motion 11. Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair the 33-inch Sewer on Alvarado Boulevard and Update on the Repairs *(to be reviewed by the Construction Committee)*.

- Motion 12. Review and Approve Proposed Changes to Policy No. 2920, Computer Purchase and Student Loan Program *(to be reviewed by the Personnel Committee)*.
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- Motion 13. Review and Approve Proposed Changes to Policy No. 3070, Board Member Officers and Committee Membership *(to be reviewed by the Personnel Committee)*.
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- Information 14. Information Items:
- a. Check Register.
 - b. Information Item on Audit and Comprehensive Annual Financial Report (CAFR) Completion Timeline *(to be reviewed by the Budget & Finance Committee)*.
 - c. Alternate Compensation Program, FY 2015 *(to be reviewed by the Personnel Committee)*.
 - d. Report on the East Bay Dischargers Authority Commission Meeting of February 18, 2016.
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- Information 15. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Construction Committee – scheduled for Wednesday, March 9, 2016, at 10:30 a.m.
 - b. Budget & Finance Committee – scheduled for Thursday, March 10, 2016, at 8:30 a.m.
 - c. Personnel Committee – scheduled for Friday, March 11, 2016, at 11:00 a.m.
 - d. Legal/Community Affairs Committee – will not meet.
 - e. Ad Hoc Subcommittee for Communications Strategy.
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- Information 16. General Manager's Report. *(Information on recent issues of interest to the Board)*.
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17. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
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18. Adjournment – The Board will adjourn to a Special Meeting Seismic Study and New CIP Budget Format Combined Board Workshop to be held in the Boardroom on Monday, March 21, 2016, at 6:30 p.m.
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19. Adjournment – The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, March 28, 2016, at 7:00 p.m.

The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).

If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Oral Communications" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

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

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF
COMMITTEE MEETING**



All meetings will be held in
the General Manager's Office
5072 Benson Road, Union City, CA 94587

BOARD MEETING OF MARCH 14, 2016

Committee Membership:

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

Construction Committee, Wednesday, March 9, 2016, at 10:30 a.m.

9. Award the Construction Contract for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project to SAK Construction.
 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown & Caldwell to Provide Construction Management Services for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project.
 11. Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair the 33-inch Sewer on Alvarado Boulevard and Update on the Repairs.
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Budget & Finance Committee, Thursday, March 10, 2016, at 8:30 a.m.

- 14b. Information Item on Audit and Comprehensive Annual Financial Report (CAFR) Completion Timeline.
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Personnel Committee, Friday, March 11, 2016, at 11:00 a.m.

8. Approve the Publicly Available Pay Schedule.
 12. Review and Approve Proposed Changes to Policy No. 2920, Computer Purchase and Student Loan Program.
 13. Review and Approve Proposed Changes to Policy No. 3070, Board Member Officers and Committee Membership.
 - 14c. Alternate Compensation Program, FY 2015.
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Committee meetings may include teleconference participation by one or more Directors.
(Gov. Code Section 54953 (b))

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 22, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Paul Eldredge, General Manager
Karen Murphy, District Counsel
Robert Simonich, Fabrication, Maintenance, and Construction (FMC) Manager
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Pamela Arends-King, Business Services Manager/CFO
Sean Nesgis, Collection Services Coach
Laurie Brenner, Operational Performance Program Manager
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Jason Yeates, Environmental Compliance Inspector
Regina McEvoy, Assistant to the General Manager/Board Secretary

GUEST: Alice Johnson, League of Women Voters

APPROVAL OF THE MINUTES OF THE MEETING OF FEBRUARY 8, 2016

It was moved by Secretary Kite, seconded by Director Fernandez, to approve the Minutes of the Meeting of February 8, 2016. Motion carried unanimously.

MONTHLY OPERATIONS REPORT

This item was reviewed by the Budget & Finance Committee.

- a. Monthly Odor Report & Financial Reports: General Manager Eldredge presented the following:
 - Odor Complaints: There was one odor complaint received for the Treatment Plant during the month of January. Staff received several inquiries from the reporting party who resides on Mackinaw Street in Union City and followed up with multiple interactions. Staff will continue responding to inquiries as they are received.
 - Hours Worked and Leave Time by Work Group:

- At-work hours per employee for all groups exceeded the target of 34 hours per week.

Business Services Manager/CFO Arends-King reported the following:

- Revenues:
 - Capacity fees were at 88% of budget due to increased development
 - Received \$1 million in SRF loan proceeds
 - CIP was at 33% of budget
 - Information Systems were at 66% of budget due to recent installation of the Voice Over Internet Protocol (VoIP) phone system
 - Expenses:
 - All Work Groups were under budget at the end of January 2016
 - The pie charts included in the Board meeting packet were changed to include the total portfolio
- b. Second Quarter (Q2) Fiscal Year 2016 (FY16) District-wide Balanced Scorecard Measures: Operational Performance Program Manager Brenner stated the District performed well against published safety measures in Q2 of FY16. All customer service and financial perspective measures were within targeted values with the exception of the X-Mod, which was 1.01 against our goal of ≤ 1.0 . The absence of a Technical Training Program Manager continued to impact related activities, and there were no planned safety trainings during Q2. The Alvarado sinkhole negatively impacted customers in Q2 and remains the highest priority corrective action to date. Six of ten CIP project milestones were achieved as planned in Q2. Collection Services had not completed any of the 65 planned competency assessments at the end of Q2; however, the management team believes the annual goal will be achieved through a concerted effort in Q3 and Q4. General Manager Eldredge stated the Budget & Finance Committee asked what effect recent vacancies have had on the District's overtime budget. General Manager Eldredge stated there were three vacant positions at the time of the meeting and two more vacancies were anticipated in the near future. In addition to vacancies, several employees were out on extended FMLA leave. As of the date of the Board meeting, the District had used 48% of the overtime budget for FY16.
- c. Balanced Scorecard Report for the Treatment & Disposal and Fabrication, Maintenance, and Construction (FMC) Workgroups:
- Treatment & Disposal Services Manager Lopez stated:
 - The Plant fell short of the overall consumption of electricity metric titled Total Kwh/MG. The target was <2100, and the actual was 2,300. Decreased flows and increased concentration due to the drought contributed to the results.
 - Polymer consumption for GBT was slightly above the target of ≤ 5.5 average pounds/dry ton, at 5.9 average pounds/dry ton at the end of Q2. There was higher usage during Q1 due to a polymer blend unit not functioning correctly in conjunction with fouled belts. Staff corrected the issues with the polymer blend unit, replaced the belts, and instituted a new operational strategy and the target should be met by the end of FY16.
 - Director Handley asked what steps Plant staff have taken to monitor polymer consumption. Treatment & Disposal Services

Manager Lopez stated polymer usage is monitored daily to detect irregularities.

- Fabrication, Maintenance, and Construction (FMC) Manager Simonich stated:
 - There have been no critical asset failures in FY16.
 - The percent of time spent on planned vs. unplanned maintenance activities was 99.3%, exceeding the target of 75 – 90%.
 - Percentage of preventive maintenance work orders completed within the month scheduled was 92.5%, falling short of the target of 95%. This measure is expected to exceed the target in Q3 of FY16.
 - Priority A work orders issued are tracked as an indicator of the quality of the preventive and predictive maintenance program. The measure is meeting the target of 10 or less per month with an average of two per month at the end of Q2.
 - Overtime decreased from 6.9% in FY15 to 2.6% through Q2 of FY16 due to improvements made within the planning and scheduling process as well as the CIP team requiring fewer FMC labor hours in FY16.

WRITTEN COMMUNICATIONS

There were no written communications.

ORAL COMMUNICATIONS

There were no oral communications.

REVIEW AND APPROVE PROPOSED CHANGES TO POLICY NO. 3070.2, BOARD MEMBER OFFICERS AND COMMITTEE MEMBERSHIP

This item was reviewed by the Personnel Committee. General Manager Eldredge stated Board Policy No. 3070.2 provides guidelines for the timing and selection of Board Officers, as well as internal and external committee members. The policy was last reviewed and approved by the Board in October of 2013. The proposed revisions included, but were not limited to:

- Provide direction on the selection of Board Officers and memorialize options for selection
- Provide clarity and direction on internal and external committee selections
- Add the JPA with ACWD as an external committee to the rotation list.

During the Personnel Committee meeting, there were some additional proposed changes to the policy. Staff prepared a Desk Item to reflect the additional proposed changes as submitted by the Personnel Committee. Hard copies of the Desk Item were provided at the meeting, and the Desk Item was added to the electronic meeting packet.

The Board requested a number of additional revisions and discussed options for Boardmembers to indicate their internal committee assignment preferences in compliance with the Brown Act.

By consensus, the Board directed District Counsel Murphy to revise the policy in accordance with the direction given at the meeting and to review options for Boardmembers to provide preferences for Internal Committee appointments.

REVIEW AND APPROVE PROPOSED CHANGES TO POLICY NO. 3080, BOARD AGENDA SUBJECTS REQUESTED BY BOARD MEMBERS

This item was reviewed by the Personnel Committee. General Manager Eldredge stated Board Policy 3080 provides guidelines for how agenda topics may be requested by the Board and placed on the agenda. The recommended changes to the policy clarified and provided additional flexibility to the Board when requesting future agenda items. The policy was last reviewed and approved by the Board in February of 2013. Staff recommended the Board adopt the proposed changes to Board Policy No. 3080 and set the date for the next review for February of 2019.

Vice President Handley proposed that Procedure #3 in the policy be changed to require a minimum of two Boardmembers vote in favor of agendaing an item for consideration and possible action at a future meeting. Director Fernandez and Director Lathi agreed with Vice President Handley's proposed change.

It was moved by Director Fernandez, seconded by Director Lathi, to Approve Proposed Changes to Policy No. 3080, Board Agenda Subjects Requested by Board Members, Incorporate the Change Discussed at the Meeting, and Set the Date for the Next Review for February of 2019. Motion carried unanimously.

ADOPT THE INVESTMENT POLICY FOR 2016

This item was reviewed by the Budget and Finance Committee. Business Services Manager/CFO Arends-King stated the District annually adopts an investment policy. Historically, the District has adopted an investment policy for each calendar year and presented the proposed policies to the Board of Directors for the 120 days after the close of the fiscal year. The typical timeline was delayed due to the retirement of the former Business Services Manager. Several changes were made to the Investment Policy for 2016 that eliminate redundancy, change format and length of the policy, and provide both flexibility and safety when investments are made. A detailed account of the proposed changes was included in the Board meeting packet. Staff responded to Board questions and recommended the Board Adopt the 2016 Investment Policy and Renew the Delegation of Authority of Treasurer to the Business Services Manager/Chief Financial Officer for a one-year period, per California Government Code Section 53607.

Director Lathi proposed edits to the text of the policy.

It was moved by Vice President Handley, seconded by Secretary Kite, to Adopt the Investment Policy for 2016, Incorporating the Changes Noted at the Meeting, and Renew the Delegation of Authority of Treasurer to the Business Services Manager/Chief Financial Officer for a one-year period, per CA Government Code Section 53607. Motion carried unanimously.

President Toy recessed the meeting at 8:29 p.m.

President Toy reconvened the meeting at 8:35 p.m.

CONSIDER CONFIRMING AND DECLARING THE NEED TO CONTINUE THE EMERGENCY ACTION TO REPAIR THE 33 INCH SEWER ON ALVARADO BOULEVARD AND UPDATE ON THE REPAIRS

This item was reviewed by the Construction Committee. Technical Services Manager Ghossain stated sheet piles were installed around the excavation area followed by jet grouting to seal up gaps and prevent water intrusion into the shaft, which was completed on January 29, 2016. Excavation of the shaft began on February 1, 2016. On February 2, 2016, excavation work was nearing completion when groundwater began to infiltrate from the bottom of the pit. A groundwater dewatering system, supplemental to the one originally installed in October 2015, was installed on February 11, 2016. The system was allowed to pump for several days before the pit was dewatered again and excavation work resumed. Rock was added to the bottom of the pit to form stable ground that will allow for the replacement pipe to be installed.

Pursuant to Public Contract Code section 22050, the Board is required to review the status of the emergency action at each subsequent meeting until the emergency action is terminated. Authorization to continue the emergency action must be approved by a four-fifths vote of the Board. Staff recommended the Board approve a motion to confirm and declare the need to continue the emergency action to repair the 33-inch sewer on Alvarado Boulevard.

It was moved by Secretary Kite, seconded by Vice President Handley, to Confirm and Declare the Need to Continue the Emergency Action to Repair the 33 Inch Sewer on Alvarado Boulevard. Motion carried unanimously.

DISCUSS AND PROVIDE DIRECTION REGARDING CHANGES TO THE SEWER SERVICE CHARGES FY17-21 RATE FACT SHEET AS PROPOSED BY DIRECTOR LATHI

General Manager Eldredge stated Director Lathi requested changes be made to the Rate Fact Sheet previously considered and approved at the regular Board meeting held November 23, 2015. The proposed changes and previously approved Rate Fact Sheet were included in the Board meeting packet.

Director Lathi reviewed the proposed edits to the Sewer Service Charges FY17-21 Rate Fact Sheet as included in the Board meeting packet.

It was moved by Vice President Handley, seconded by Director Lathi, to Approve Changes to the Sewer Service Charges FY 17-21 Rate Fact Sheet as Outlined Within the Board Meeting Packet. Motion carried unanimously.

SCHEDULE SPECIAL MEETING FOR GENERAL MANAGER CHECK-IN

District Counsel Murphy stated that at the January 11, 2016, Board meeting Director Lathi requested an item be placed on a future agenda to discuss General Manager mid-year check-ins. The item was included on the agenda and considered at the February 8, 2016, Board meeting. Directors Lathi, Handley, and Fernandez determined they would like to conduct a General Manager check-in, and the majority consensus was to schedule an initial check-in. The Board acknowledged the current contract with the General Manager provides for one annual performance evaluation and that the "check-in" would be distinct from the annual performance evaluation process. Staff recommended the check-in take

place as an informal performance evaluation at a special meeting of the Board in closed session.

The Board agreed by majority consensus to Schedule a Special Meeting Closed Session for a General Manager Check-in.

INFORMATION ITEMS:

Check Register

All questions were answered to the Board's satisfaction.

Cal-Card Quarterly Activity Report

This item was reviewed by the Budget & Finance Committee. All questions were answered to the Board's satisfaction.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Construction, and Personnel Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- SB 163 Hertzberg would require that all dischargers through an ocean outfall achieve at least 50% reuse of the facility's actual annual flow for beneficial purposes by 2026 and 100% by 2036. California Association of Sanitation Agencies (CASA) staff have begun working with Senator Hertzberg to revise language within the proposed bill.
- Alameda County Water District (ACWD) and Union Sanitary District (USD) entered into a joint reclaimed water study in 2015 and ACWD applied for a state grant to fund a portion of the study. The State requested additional language, which ACWD has begun working toward accomplishing. The results of the study have been delayed in part, due to the State's request.
- Recruitment for the TPO night coach recently opened and the District received 23 applications. Eight individuals participated in the test and six will be interviewed for the position.
- Staff anticipate the District's Comprehensive Annual Financial Report (CAFR) informational item will be presented at the March 14, 2016, Board meeting.
- General Manager Eldredge will participate in the Read Across America event at Delaine Eastin Elementary School in Union City on March 2, 2016.
- General Manager Eldredge will present at the Tri-Cities Marketing Council meeting on February 25, 2016.
- The Alameda County Science and Engineering Fair will be held at the Alameda County Fairgrounds on March 12 and 13, 2016. Communications and Intergovernmental Relations Coordinator Powell will send the Board an email with more information.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 9:02 p.m. to the Special Meeting Newsletter Layout / Mid-Year Budget Combined Board Workshop to be held in the Centerville Conference Room on Tuesday, February 23, 2016, at 11:30 a.m.

The Board will then adjourn to the next scheduled Regular Board Meeting to be held in the Boardroom on Monday, March 14, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of March, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 23, 2016**

CALL TO ORDER

President Toy called the special meeting to order at 11:30 a.m.

ROLL CALL

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

STAFF: Paul Eldredge, General Manager
Sami Ghossain, Technical Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
James Schofield, Collection Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Pamela Arends-King, Business Services Manager
Maria Buckley, Principal Financial Analyst
Michelle Powell, Communications and Intergovernmental Relations Coordinator

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP – NEWSLETTER LAYOUT DISCUSSION AND MID-YEAR BUDGET PRESENTATION

Staff provided copies of the most recent District newsletter, and requested Board direction regarding the design for the next newsletter. The Board directed staff to use the same layout as the previous newsletter.

Staff provided a presentation on the mid-year budget and responded to Board questions.

ADJOURNMENT:

The special meeting was adjourned at approximately 1:15 p.m. to the next Regular Board Meeting in the Boardroom on Monday, March 14, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of March, 2016

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: March 14, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Pamela Arends-King, Business Services Work Group Manager
Sheila Tolbert, Human Resources Manager

SUBJECT: Agenda Item No. 8 - Meeting of March 14, 2016
Approve the Publicly Available Pay Schedule

Recommendation: The President, USD Board of Directors, sign the March 1, 2016 Schedule which will be posted and retained in accordance with CalPERS requirements.

Background:

The Publicly Available Pay Schedule, mandated by CalPERS in August 2011, is designed to: 1) ensure consistency between CalPERS employers; and, 2) enhance the disclosure and transparency of public employee compensation.

The "Publicly Available Pay Schedule" (CCR 570.5) must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identify the position title for every employee position;
- Show the pay rate for each identified position as a single amount or as multiple amounts within a range;
- Indicate the time base (i.e., bi-weekly, monthly, etc.);
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

- Indicate an effective date and date of any revisions;
- Be retained by the employer and available for public inspection for not less than 5 years.

The salary changes contained in this document reflect:

- The adjustment of 3.5% for the March 1, 2016 negotiated Classified employee salary increases.
- The addition of the Board approved position, Collection Systems Trainer.
- The title of Coach, Total Plant Operations was changed to Coach, Wastewater Plant Operations. This change was made to match the title information in our Human Resources Information System (Optimum).
- The title of Technical Training Program Coordinator was changed to Training and Emergency Response Program Manager. This change was approved by the Executive Team.
- The correction of the salary for Purchasing Agent to reflect current range.

Attachment: Union Sanitary District Pay Schedule Effective March 1, 2016

UNION SANITARY DISTRICT PAY SCHEDULE

Effective March 1, 2016		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Accounting Tech Specialist	\$3,147.67	\$3,826.02
Accounting Technician II	\$2,797.93	\$3,400.90
Administrative Specialist I	\$2,486.23	\$3,022.02
Administrative Specialist II	\$2,617.08	\$3,181.07
Assistant Engineer	\$3,596.80	\$4,720.81
Assistant to the General Manager	\$3,088.87	\$4,054.14
Assistant Storekeeper	\$2,417.57	\$2,938.57
Associate Engineer	\$4,022.80	\$5,279.92
Buyer I	\$2,726.87	\$3,579.02
Buyer II	\$3,029.86	\$3,976.69
Chemist I	\$3,420.89	\$4,158.11
Chemist II	\$3,591.94	\$4,366.02
Coach, Business Services	\$4,641.14	\$6,091.50
Coach, Capital Improvement Projects	\$5,355.22	\$7,028.73
Coach, Collection Services	\$4,291.62	\$5,632.75
Coach, Customer Service	\$5,355.22	\$7,028.73
Coach, Electrical & Instrumentation	\$4,368.06	\$5,733.08
Coach, Environmental Compliance	\$4,386.22	\$5,756.91
Coach - Mechanical Maintenance	\$4,289.80	\$5,630.36
Coach, Research & Support/Sr. Process Engineer	\$4,765.42	\$6,254.62
Coach, Wastewater Plant Operations	\$4,330.69	\$5,684.03
Collection System Worker I	\$2,568.64	\$3,122.20
Collection System Worker II	\$2,825.52	\$3,434.44
Collection System Trainer	\$3,263.47	\$3,966.77
Communications & Intergovernmental Relations Coordinator	\$3,690.74	\$4,486.11
Construction Inspector I	\$2,988.77	\$3,632.87
Construction Inspector II	\$3,287.64	\$3,996.15
Construction Inspector III	\$3,419.16	\$4,156.01
Customer Service Fee Analyst	\$2,841.04	\$3,453.30
Engineering Technician I	\$2,883.79	\$3,505.27
Engineering Technician II	\$3,172.17	\$3,855.80
Engineering Technician III	\$3,489.40	\$4,241.38
Environmental Compliance (EC) Inspector I	\$2,823.46	\$3,431.94
Environmental Compliance (EC) Inspector II	\$3,176.46	\$3,861.01
Environmental Compliance (EC) Inspector III	\$3,525.87	\$4,285.72
Environmental Compliance (EC) Inspector IV	\$3,772.69	\$4,585.72
Environmental Control (EC) Outreach Representative	\$3,525.87	\$4,285.72
Environmental Health and Safety Program Manager	\$3,945.26	\$4,378.15
Environmental Program Coordinator	\$3,968.49	\$5,208.64
Fleet Mechanic I	\$2,847.98	\$3,461.74
Fleet Mechanic II	\$3,189.74	\$3,877.15
General Manager	\$7,446.35	\$9,772.11
Human Resources Manager	\$4,832.03	\$6,342.04

Effective March 1, 2016		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Human Resources Analyst II	\$3,350.31	\$4,397.29
InformationTechnology Administrator	\$4,635.89	\$6,084.60
Information Technology Analyst	\$3,237.58	\$4,249.32
Instrument Tech/Electrician	\$3,508.12	\$4,264.14
Janitor	\$1,904.81	\$2,315.31
Junior Engineer	\$3,237.12	\$4,248.72
Laboratory Director	\$4,254.93	\$5,171.90
Lead Collection System Worker	\$3,108.07	\$3,777.88
Maintenance Assistant	\$1,223.86	\$1,487.61
Manager, Business Services	\$6,598.22	\$8,660.17
Manager, Collection Services	\$5,819.59	\$7,638.22
Manager, Maintenance	\$5,819.59	\$7,638.22
Manager, Technical Services	\$6,401.55	\$8,402.03
Manager, Treatment & Disposal Services	\$5,819.59	\$7,638.22
Mechanic I	\$2,881.20	\$3,502.12
Mechanic II	\$3,226.96	\$3,922.39
Mechanic XL	\$3,388.00	\$4,118.52
Organizational Performance Program Manager	\$4,197.08	\$5,508.67
Painter	\$2,961.14	\$3,599.28
Planner/Scheduler I	\$3,307.95	\$4,020.83
Planner/Scheduler II	\$3,557.17	\$4,323.76
Plant Operations Trainer	\$3,907.71	\$4,749.85
Plant Operator I	\$2,748.75	\$3,341.12
Plant Operator II	\$3,051.12	\$3,708.66
Plant Operator III	\$3,489.02	\$4,240.92
Plant Operator XL	\$3,663.20	\$4,452.97
Principal Engineer	\$4,845.20	\$6,359.33
Principal Financial Analyst	\$3,850.64	\$5,053.97
Purchasing Agent	\$3,818.44	\$5,011.71
Receptionist	\$2,173.95	\$2,642.45
Senior Accountant	\$3,488.23	\$4,578.30
Senior Database Administrator / Developer	\$4,071.23	\$5,343.50
Senior Engineer	\$4,311.57	\$5,658.94
Senior Geographic Information System (GIS)/Database Administrator	\$4,071.23	\$5,343.50
Senior Information Technology Analyst	\$3,597.31	\$4,721.47
Senior Network Administrator	\$3,943.39	\$5,175.70
Senior Planner/Scheduler	\$3,881.24	\$5,094.14
Senior Process Engineer	\$4,311.57	\$5,658.94
Storekeeper I	\$3,056.92	\$3,715.71
Storekeeper II	\$3,209.76	\$3,901.49
Training and Emergency Response Program Manager	\$3,781.44	\$4,963.14
Utility Worker	\$2,346.68	\$2,852.40

Effective March 1, 2016		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Board of Directors: Directors meet or serve in their official capacity 3 – 12 times per month with a maximum of six paid meetings/month at a rate of \$212.10 per meeting and are paid for a maximum of one meeting per day.		

Approved by: _____
President, Board of Directors

Date: _____

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: March 7, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
Sami E. Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 9 – Meeting of March 14, 2016
Award the Construction Contract for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project to SAK Construction

Recommendation

Staff recommends the Board award the construction contract for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project to SAK Construction in the amount of \$3,282,618 and authorize staff to issue the Notice of Award for the Project. Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

Television inspections of the Alvarado Basin has identified portions of the Alvarado-Niles Road trunk sewer as having extensive corrosion due to Hydrogen Sulfide (H₂S). These sewers were installed in the mid 1960's using reinforced concrete pipe (RCP) that is highly susceptible to corrosion.

The Project will rehabilitate approximately 9,200 linear feet of the existing 27-inch and 30-inch diameter reinforced concrete trunk sewer which runs from under the Alvarado-Niles Road Bridge (above the BART and Union Pacific Railroad tracks) in Fremont to the vicinity of the Alvarado-Niles Road and Western Avenue intersection in Union City. Please see the location map provided in Exhibit A. Additionally, the project will rehabilitate approximately 125 linear feet of existing 8-inch diameter cast iron pipe at four (4) locations.

The project scope of work includes traffic control, sewage flow control, lateral reinstatement, manhole rehabilitation, construction of various access improvements, and surface restoration. West Yost & Associates completed the project design in February 2016.

Bid Results

The project was advertised for bids on February 2, 2016, and bids were opened on March 1, 2016. Staff received three (3) bids. The results are as follows:

Contractor	Total Base Bid Amount
SAK Construction	\$3,282,618.00
Insituform Technologies	\$3,711,182.50
Michels Corporation	\$5,344,804.50

SAK Construction is the lowest responsive and responsible bidder with a total base bid amount of \$3,282,618; approximately 1.8% below the Engineer's Estimate of \$3,341,200.

There was one minor irregularity with SAK Construction's bid, a Bid Item No. 1 price that exceeded 5% of the total bid price, a limit stipulated by the contract documents. Staff consulted with legal counsel, who indicated that this irregularity could be waived and that all Bid Item No. 1 monies exceeding the 5% limit should be withheld until the end of the project. SAK Construction has confirmed that they will construct the project as bid.

Contractor's Background

SAK Construction is a General Engineering Class A licensed contractor who has constructed numerous cured-in-place pipe lining projects, including the Downer Canoas Interceptor Rehab Project for the City of San Jose, the Los Coyotes Interceptor Sewer Rehab Project Phase II for the Los Angeles County Sanitation District, the Downtown Interceptor Sewer Project for the City of Las Vegas, and the Cesar Chavez St. Sewer Improvement Phase I for the City and County of San Francisco. SAK has also completed the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project as well as the lining of the Boyce Rd. Lift Station effluent force main for the District in 2012. Staff has checked references and received satisfactory responses.

Notice to Proceed for construction of the project is anticipated to be issued in early April, and construction completion is expected by the end of November 2016. At the March 14, 2016, USD Board Meeting, the Board of Directors will consider authorizing the General Manager to execute

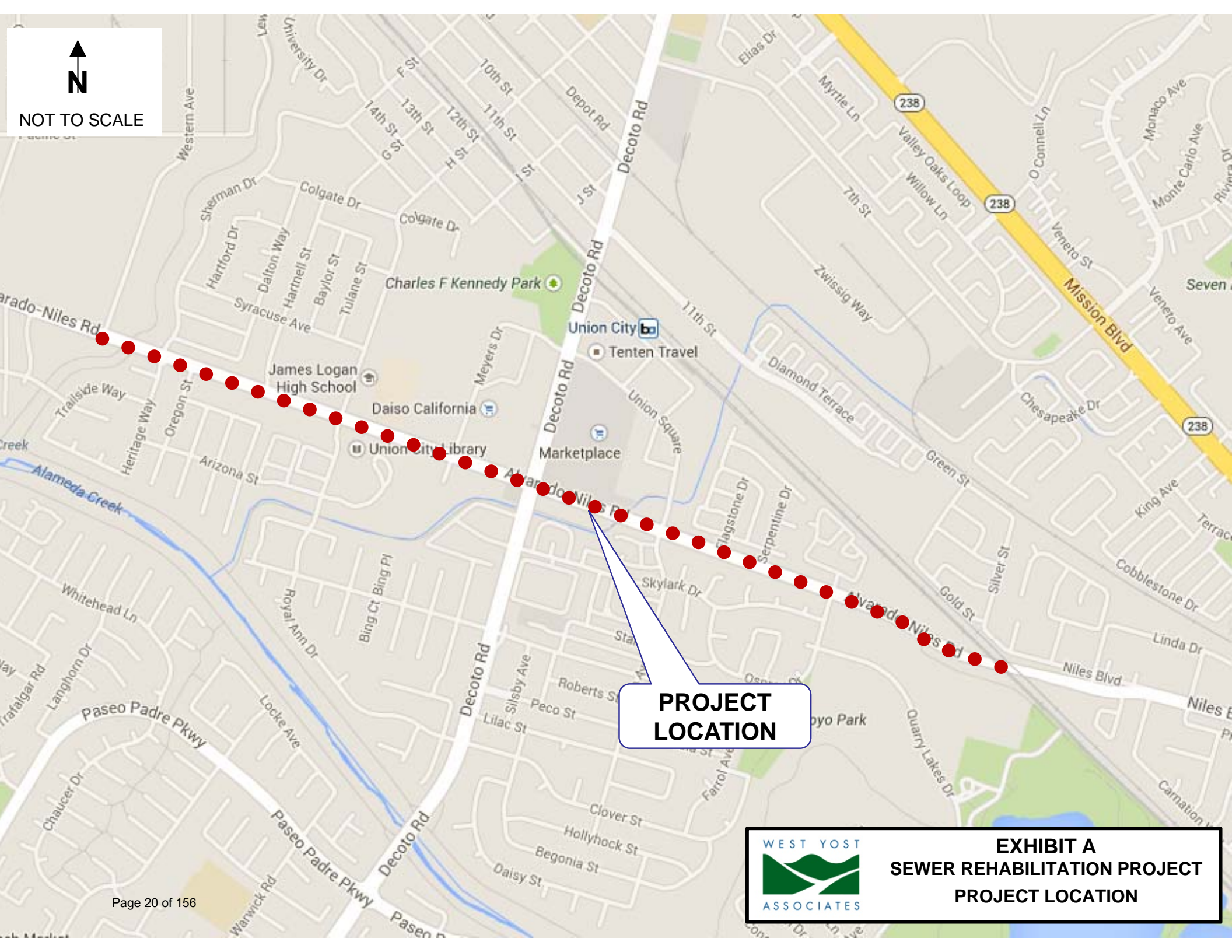
an agreement with Brown & Caldwell for providing construction management services for the project.

PRE/SEG/RC/CE:ks

Attachments: Exhibit A – Location Map
Bid Tabulation Sheet
Agreement



NOT TO SCALE



**PROJECT
LOCATION**



**EXHIBIT A
SEWER REHABILITATION PROJECT
PROJECT LOCATION**

Item	Description	Bid Schedule		EE		SAK CONSTRUCTION, LLC			INSITUFORM TECHNOLOGIES, LLC		
		Quantity	UOM	Unit Price	Total	Unit Price	Total	Check Total	Unit Price	Total	Check Total
1	Mobilization and Demobilization	1	LS	\$ 146,725.00	\$ 146,700.00	\$ 268,000.00	\$ 268,000.00	\$ 268,000.00	\$ 181,000.00	\$ 181,000.00	\$ 181,000.00
2	Sheeting, shoring, and bracing includes cost for providing all shoring and bracing on all Bid Items below including but not limited to that as required by Sections 6700-6708 of the Labor Code	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 27,400.00	\$ 27,400.00	\$ 27,400.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
3	Traffic Control	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00
4	Sewer Flow Control	1	LS	\$ 1,070,000.00	\$ 1,070,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00
5	Pavement and Site Restoration	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 329,000.00	\$ 329,000.00	\$ 329,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
6a	Rehabilitation of 27-inch Sanitary Sewer by CIPP Method	8773	LF	\$ 165.00	\$ 1,447,500.00	\$ 160.00	\$ 1,403,680.00	\$ 1,403,680.00	\$ 135.00	\$ 1,184,355.00	\$ 1,184,355.00
6b	Rehabilitation of 30-inch Sanitary Sewer by CIPP Method	420	LF	\$ 250.00	\$ 105,000.00	\$ 220.00	\$ 92,400.00	\$ 92,400.00	\$ 175.00	\$ 73,500.00	\$ 73,500.00
7	Rehabilitation of 8-inch Sanitary Sewer by CIPP Method - Site A	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 17,700.00	\$ 17,700.00	\$ 17,700.00	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00
8	Rehabilitation of 8-inch Sanitary Sewer by CIPP Method - Sites B, C, D	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,300.00	\$ 25,300.00	\$ 25,300.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00
9	Remove and Replace Steps in Manholes	32	EA	\$ 1,200.00	\$ 38,400.00	\$ 1,100.00	\$ 35,200.00	\$ 35,200.00	\$ 1,950.00	\$ 62,400.00	\$ 62,400.00
10	Lateral Reinstatement	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 475.00	\$ 3,325.00	\$ 3,325.00
11	Install New Cleanout on Exisiting Lateral	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 5,900.00	\$ 29,500.00	\$ 29,500.00	\$ 3,500.00	\$ 17,500.00	\$ 17,500.00
12	Grind and Overlay	30110	SF	\$ 5.00	\$ 150,600.00	\$ 0.80	\$ 24,088.00	\$ 24,088.00	\$ 2.75	\$ 82,802.50	\$ 82,802.50
13	Hauling and Disposal of Hazardous Material	5	TON	\$ 1,000.00	\$ 5,000.00	\$ 790.00	\$ 3,950.00	\$ 3,950.00	\$ 250.00	\$ 1,250.00	\$ 1,250.00
14	Project Liaison	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 61,900.00	\$ 61,900.00	\$ 61,900.00	\$ 84,000.00	\$ 84,000.00	\$ 84,000.00
	Base Bid Adjustment - Add / Deduct							\$ -			\$ 25,000.00
	Excel Totals:				\$ 3,341,200.00		\$ 3,282,618.00	\$ 3,282,618.00		\$ 3,686,182.50	\$ 3,711,182.50
	Submitted Total:			(EE Rounded Up):			\$ 3,282,618.00	\$ 3,282,618.00		\$ 3,711,182.50	\$ 3,711,182.50
	Submitted Variance:							\$ -			\$ -

BLUE = LOW UNIT PRICE

		MICHELS CORPORATION			Statistics of Unit Prices		
Item	Description	Unit Price	Total	Check Total	High	Low	Average
1	Mobilization and Demobilization	\$ 227,344.00	\$ 227,344.00	\$ 227,344.00	\$ 268,000.00	\$ 181,000.00	\$ 225,448.00
2	Sheeting, shoring, and bracing includes cost for providing all shoring and bracing on all Bid Items below including but not limited to that as required by Sections 6700-6708 of the Labor Code	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 25,000.00	\$ 67,466.67
3	Traffic Control	\$ 254,629.00	\$ 254,629.00	\$ 254,629.00	\$ 450,000.00	\$ 254,629.00	\$ 321,876.33
4	Sewer Flow Control	\$ 1,878,000.00	\$ 1,878,000.00	\$ 1,878,000.00	\$ 1,878,000.00	\$ 700,000.00	\$ 1,292,666.67
5	Pavement and Site Restoration	\$ 57,731.00	\$ 57,731.00	\$ 57,731.00	\$ 329,000.00	\$ 45,000.00	\$ 143,910.33
6a	Rehabilitation of 27-inch Sanitary Sewer by CIPP Method	\$ 264.00	\$ 2,316,072.00	\$ 2,316,072.00	\$ 264.00	\$ 135.00	\$ 186.33
6b	Rehabilitation of 30-inch Sanitary Sewer by CIPP Method	\$ 290.00	\$ 121,800.00	\$ 121,800.00	\$ 290.00	\$ 175.00	\$ 228.33
7	Rehabilitation of 8-inch Sanitary Sewer by CIPP Method - Site A	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,700.00	\$ 4,050.00	\$ 12,583.33
8	Rehabilitation of 8-inch Sanitary Sewer by CIPP Method - Sites B, C, D	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 47,000.00	\$ 25,300.00	\$ 36,433.33
9	Remove and Replace Steps in Manholes	\$ 2,100.00	\$ 67,200.00	\$ 67,200.00	\$ 2,100.00	\$ 1,100.00	\$ 1,716.67
10	Lateral Reinstatement	\$ 1,400.00	\$ 9,800.00	\$ 9,800.00	\$ 1,400.00	\$ 475.00	\$ 791.67
11	Install New Cleanout on Exisiting Lateral	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,900.00	\$ 3,500.00	\$ 4,800.00
12	Grind and Overlay	\$ 4.75	\$ 143,022.50	\$ 143,022.50	\$ 4.75	\$ 0.80	\$ 2.77
13	Hauling and Disposal of Hazardous Material	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 250.00	\$ 680.00
14	Project Liaison	\$ 161,206.00	\$ 161,206.00	\$ 161,206.00	\$ 161,206.00	\$ 61,900.00	\$ 102,368.67
	Base Bid Adjustment - Add / Deduct			\$ -			
	Excel Totals:		\$ 5,344,804.50	\$ 5,344,804.50			
	Submitted Total:		\$ 5,344,804.50	\$ 5,344,804.50			
	Submitted Variance:			\$ -			

BLUE = LOW UNIT PRICE

AGREEMENT FOR THE CONSTRUCTION OF
ALVARADO-NILES ROAD SANITARY SEWER REHABILITATION PROJECT
PROJECT NO. 800-437

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of March, 2016, between the UNION SANITARY DISTRICT ("District"), Union City, California, and **SAK Construction, LLC**, ("Contractor"), License No. 984560.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Alvarado-Niles Road Sanitary Sewer Rehabilitation Project (Project No. 800-437)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of **Three Million Two Hundred Eighty Two Thousand Six Hundred Eighteen and Zero Cents (\$3,282,618.00)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated February 26, 2016, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

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

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

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

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

available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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

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

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

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division

of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

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

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

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

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the

Contractor and submitted to the Construction Manager for the District's review and records.

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

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

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

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

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

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

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety

Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

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

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

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

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

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

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint

regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

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

award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of March, 2016.

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

UNION SANITARY DISTRICT

By: _____

Pat Kite

Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy

Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: March 7, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
Sami E. Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 10 – Meeting of March 14, 2016
Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown & Caldwell to Provide Construction Management Services for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Brown & Caldwell in the amount of \$294,932 to provide construction management services for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project (Project). Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

Television inspections of the Alvarado Basin have identified portions of the Alvarado-Niles Road trunk sewer as having extensive corrosion due to hydrogen sulfide (H₂S). These sewers were installed in the mid 1960s using reinforced concrete pipe (RCP) that is highly susceptible to corrosion.

The Project will rehabilitate approximately 9,200 linear feet of the existing 27-inch and 30-inch diameter reinforced concrete trunk sewer which runs from under the Alvarado-Niles Road Bridge (above the BART and Union Pacific Railroad tracks) in Fremont to the vicinity of the Alvarado-Niles Road and Western Avenue intersection in Union City. Please see the location map provided in Exhibit A. Additionally, the project will rehabilitate approximately 125 linear feet of existing 8-inch diameter cast iron pipe at four (4) locations.

The project scope of work includes traffic control, sewage flow control, lateral reinstatement, manhole rehabilitation, construction of various access improvements, and surface restoration.

West Yost & Associates was hired by the District to design the Project. The project was advertised for bids on February 2, 2016, and February 9, 2016, and bids were opened on March 1, 2016. At the March 14, 2016, USD Board Meeting, the Board of Directors will consider awarding the construction contract to SAK Construction, in the amount of \$3,282,618.

Task Order No. 1

The purpose of Task Order No. 1 is to authorize construction management services to Brown & Caldwell for the duration of the Project. The negotiated cost proposal is \$294,932, which represents approximately 9% of the construction contract. Typical fees for this kind of a project range between 8% and 10%. The scope of work for Task Order No. 1 includes conducting pre-construction surveys, contractor schedule review, processing of submittals and clarification requests, processing of progress payments and change order requests, construction inspection, and general contract administration.

The scope of work and cost proposal for Task Order No. 1 have been reviewed by staff and determined to be appropriate. The Brown & Caldwell construction manager is very knowledgeable and experienced in District projects, having completed the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project, the I-680 at Sabercat Rd. Sanitary Sewer Relocation Project, the Blacow Rd. Sanitary Sewer Replacement Project, and the Cedar Blvd. Sanitary Sewer Rehabilitation Project.

Work under Task Order No. 1 will begin in April, 2016, and the Project is expected to be completed by the end of November, 2016.

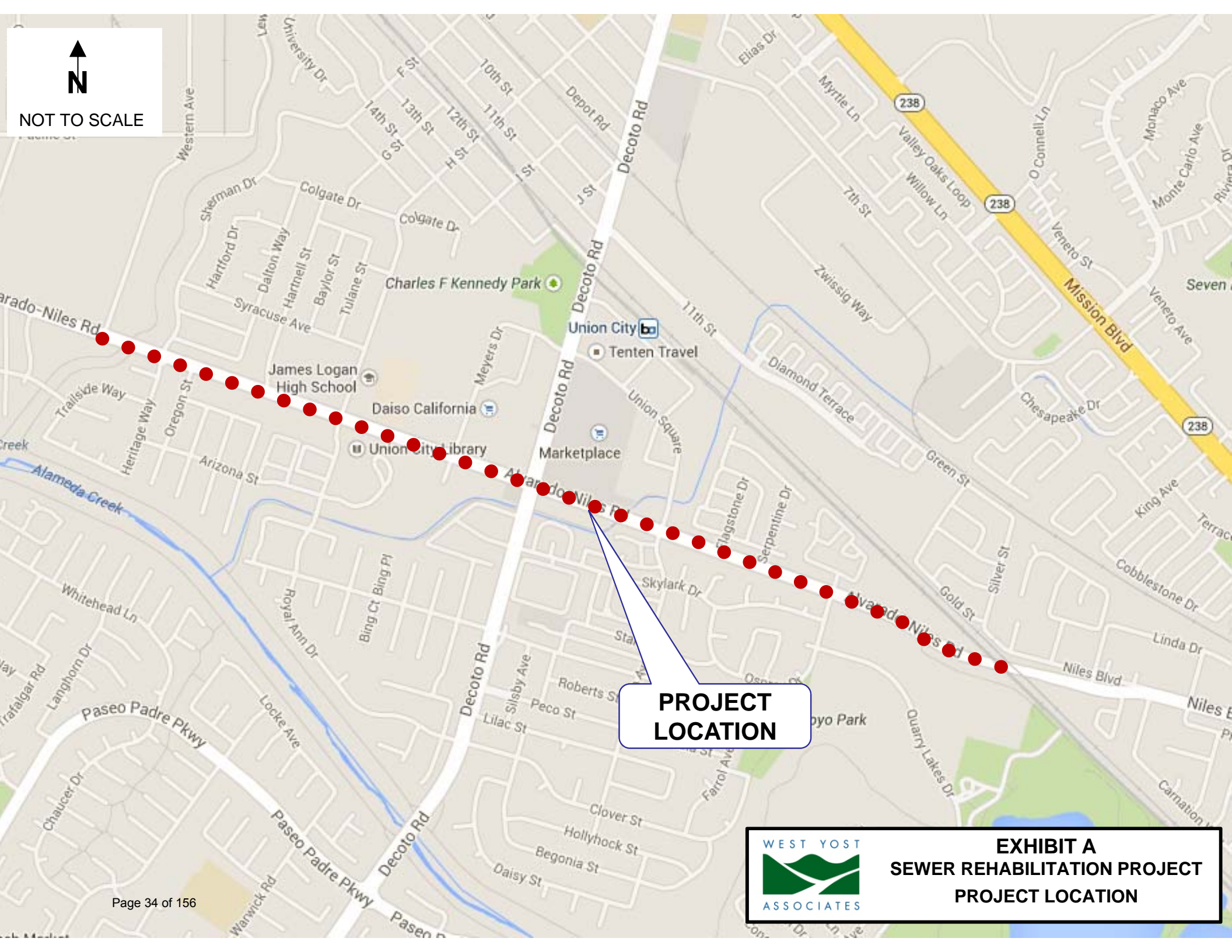
Staff recommends that the Board of Directors authorize the General Manager to execute an Agreement and Task Order No. 1 with Brown & Caldwell in the amount of \$294,932 to provide construction management services for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project.

PRE/SEG/RC/CE:ks

Attachments: Exhibit A – Location Map
 Agreement
 Task Order No. 1



NOT TO SCALE



**PROJECT
LOCATION**



**EXHIBIT A
SEWER REHABILITATION PROJECT
PROJECT LOCATION**

**ALVARADO-NILES ROAD
SANITARY SEWER REHABILITATION PROJECT
AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
BROWN AND CALDWELL
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF MARCH ____, 2016, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and BROWN AND CALDWELL (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to construct the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

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

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

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

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by 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 and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, which ever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 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, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 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 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems

through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

1. Criminal felony and misdemeanor records search of the employee's county and state of residence, and
2. Federal criminal records search of the National Criminal Database.

The background check shall be conducted and the results submitted to the District prior to initial access by Engineer Employees. If at any time it is discovered that any Engineer Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Engineer Employee will be placed on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the

Engineer Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

ARTICLE 23 - EXCEPTIONS

22.1 Paragraph 11.3, CHANGE "Comprehensive General Liability Insurance..." to "Commercial General Liability Insurance..."

22.2 Paragraph 11.4, DELETE "The said policy shall cover the indemnity provisions under this Agreement."

22.3 Paragraph 11.6, second sentence, DELETE "...altered, or reduced..."

22.4 Paragraph 11.6, third sentence, ADD "general" prior to liability Insurance..."

22.5 Paragraph 12.2, REPLACE in its entirety, REPLACE with the following:

"Engineer shall indemnify, including the cost to defend, and save harmless and defend the District and all of its agents, officers, and employees from and against all claims, demand, or cause of action of every name or nature arising out of negligent error, omission, or negligent, willful, or reckless act of Engineer, or its agents, servants, or employees in the performance of its services under this Agreement."

22.6 Paragraph 12.3, DELETE in its entirety, ADD "Not Used"

22.7 Paragraph 12.7, CHANGE "...or the maximum amount of professional liability insurance required by this Agreement." To "...or the minimum amount of professional liability insurance required by this Agreement."

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

UNION SANITARY DISTRICT

BROWN AND CALDWELL

By: _____

By: _____

Name: Paul R. Eldredge, P.E.

Name: Grace Chow

Title: General Manager / District Engineer

Title: Vice President

Date: _____

Date: _____

**ALVARADO-NILES ROAD
SANITARY SEWER REHABILITATION PROJECT
PROJECT NO. 800-437**

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

BROWN AND CALDWELL

FOR

PROFESSIONAL SERVICES

Dated March ____, 2016

1. PURPOSE

The purpose of this Task Order No. 1 is to authorize construction management services provided by Brown and Caldwell, hereinafter referred to as "Engineer" or "Construction Manager", for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project hereinafter referred to as the "Project." The Project is described in the construction contract documents prepared by and issued by the Union Sanitary District, hereinafter referred to as the "District."

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

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

Deliverables to be provided to the District are described under each task item, where applicable. For the purpose of estimating the required effort for this scope of services, the Engineer assumes construction shall be completed within 224 calendar days of Notice to Proceed, but no later than November 30, 2016. The Engineer assumes Construction Manager labor hours at 8 hours per day for a total of 170 working days which includes pre-construction and project completion activities. The Engineer also assumes 10 working days at 8 hours per day for second inspection shifts. It is assumed that no work shall be performed during holidays.

TASK 1: Construction Management Services

Construction Management Services to be provided by Brown and Caldwell for the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project is described in the construction contract documents prepared by and issued by the Union Sanitary District and described below.

1.1 Construction Contract Administration

Provide the following construction contract administration services for the construction of the Project. For the purpose of estimating the effort required for this task, the Engineer assumes that this task shall be performed concurrent with Task 1.2 Field Services, and the effort therefore included therewith.

1.1.1 Establish and Maintain Coordination Procedures

Conduct a preconstruction conference to establish administrative procedures and implement a short-term schedule of activities for project mobilization. Identify to the Contractor the procedures for communications, submittals, requests for information or clarification, proposed contract modifications, scheduling and progress payment submissions, and other procedures as may be necessary for the project. Prepare and distribute minutes of the preconstruction meeting to attendees.

1.1.2 Partnering Workshops

The Construction Manager shall attend a Partnering Workshop to be conducted by the District with the objective of the effective completion

of the project on schedule, within budget and in accordance with the Contract Documents in a cooperative rather than adversarial atmosphere.

1.1.3 Coordinate Construction Activities

The Construction Manager shall be the primary point of contact for work conducted in the field. Coordinate with the District regarding the contractor's activities and keep District informed of the progress of the Work, including as to the common objectives of timely completion within contract cost and quality of the constructed project.

1.1.4 Schedule, Conduct, and Document Project Meetings

On a weekly basis, schedule, chair, record minutes, and monitor the action items identified. Particular attention shall be given to construction progress, the contractor's 3-week look-ahead schedule, resolution of problems, coordination with other agencies, and status of submittals, RFIs, and Change Orders. Attendees shall include the Construction Manager and representatives from the Contractor, the District, and other affected parties.

1.1.5 Maintain Project Records and Documentation

Maintain detailed records of the project including daily logs, inspection reports, RFIs, clarification letters, submittals, potential change orders, photographs, measurements of quantities, schedules, and correspondence. Screen and process submittals received from the Contractor to the Design Consultant; receive submittals from the Design Consultant and return them to the Contractor. Maintain a record of items mentioned above in logs provided by the District or in an equivalent form provided by the Construction Manager. Maintain Construction Manager's working record drawings (per 1.2.7) to document changes in the field.

1.1.6 Status Reporting System

Provide weekly oral project progress reports to the District. Significant variances between planned and actual results shall receive appropriate attention and corrective action shall be recommended.

1.1.7 Negotiate Change Orders with the Contractor

Represent the District's interest in negotiation of change orders, as directed by the District. Obtain scope documentation from and consult with District on proposed changes. Estimate change order cost as necessary, and provide recommendations to the District. Track change order details on the Change Order Log.

1.1.8 Records Management

Maintain project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports, daily inspection reports, specialty inspection reports, photographs, claims files, change orders, schedules and progress estimates, and other records as may be required using the District's project control system, Projectmates.

1.1.9 District and Other Agency Relations

Establish and maintain communication and coordination with affected agencies, as directed by the District, and advise the District as to notifications received regarding the Contractor's adherence to permit requirements and other established agency requirements.

Construction Manager shall not provide legal advice, and any required expert witness services are considered additional services.

1.2 Field Services

Establish, implement, and maintain quality assurance/control procedures, as described below in Task 1.2, for the construction work.

1.2.1 Preconstruction Site Documentation

Prior to construction, assess the preconstruction surface conditions with Contractor and document the conditions of all street pavements, medians, sidewalks, curb and gutter, and adjacent structures. Pre-construction inspection and site condition documentation shall be conducted utilizing video recorder, photos, and notes.

1.2.2 Field Inspection

Inspect construction to monitor conformance of the Contractor's work with drawings and specifications. Report nonconformance and construction deficiencies to the Contractor and to the District. Work with the Contractor to develop and implement appropriate corrective actions.

Construction Manager shall not, as a result of such observations of Contractor's Work in progress, actually or be deemed to supervise, direct, or have control over Contractor's Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incidental to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing or performing the Work. Accordingly, and consistent with the District's agreement with Contractor, Construction Manager is not a guarantor of the performance of any Contractor and does not assume responsibility for any Contractor failure to furnish or perform the Work in accordance with the Contract Documents.

1.2.3 Clarifications and Interpretations

Whenever there is a question of design intent requiring clarification or interpretation of the drawings and specifications, obtain the District's or District's Design Consultant's clarification and/or interpretation and provide them to the Contractor.

1.2.4 Field and Laboratory Testing

Manage, coordinate, and schedule specialty inspections with the Contractor, District, all agencies having jurisdiction, and inspection/testing service providers.

1.2.5 Punch Lists

Near completion of the project, inspect finished products, restoration works, and other structures to determine the general quality of work and the work items that remain to be done, and review Contractor's record drawings. Based on these reviews and inspections, prepare corrective work lists for the Contractor to complete or repair. Update and monitor punch list item disposition until project closeout.

1.2.6 Visual Documentation

Take daily photographs and / or videotape of the construction activities to show the progress and quality of the work, including special and typical conditions encountered during construction. Provide copies to the District at the end of construction.

1.2.7 Record Drawings

Review and monitor monthly the Contractor's development and maintenance of working record drawings. At approximately 90 percent of Milestone completion, review the Contractor's working record drawings and advise the District as to the accuracy, thoroughness, and completeness based on site observation or information furnished by others. Construction Manager's review will not make Construction Manager responsible for Contractor's duty as to the production of record drawings, nor any errors or omissions in such record drawings. Progress pay estimates to Contractor will be contingent upon the acceptability of its working record drawings. Upon completion of the project, retain the Contractor's working record drawings for use in preparing the formal record drawings to be provided to the District.

1.3 Scheduling

Review and determine acceptability of the Contractor's construction schedule as well as schedule submittals, updates, time impact reports, and revisions in accordance with the Contract Documents. Review and distribute the 3-week look-ahead schedules prepared by Contractor to the Project Team. Evaluate progress payment requests and recommend payment to the Contractor based upon the Construction Manager's judgment of the value of work completed during the payment period and the requirements of the Contractor. Evaluate the impact of change orders on the construction schedule to recommend eligible time extensions.

1.4 Cost Control

In conjunction with work in Task 2, establish, implement, and maintain cost monitoring and control procedures for the project.

1.4.1 Progress Pay Estimates

Review the Contractor's progress pay estimates for accuracy and completeness and incorporation of changes in cost and time, and determine the amounts that Construction Manager recommends Contractor be paid. The review shall be based, in part, upon the Contractor's monthly schedule update so that time and cost are in reasonable accord, the earned value in place, and materials on site are documented with substantiating invoices.

1.4.2 Observation of Safety and Safe Practices

In concert with the Construction Manager's services under Task 2, Construction Manager shall perform the following activities as and when necessary.

Since Construction Manager's scope of work includes services during construction, District will require the Contractor to indemnify and hold harmless Construction Manager, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Construction Manager shall verify by inspection that the Contractor has posted its safety program at locations identified in the specifications and required by regulations.

When requested by the District, Construction Manager shall communicate the District's concerns and requests relating to safety to the Contractor's Safety Officer.

Construction Manager shall provide documentation to the District of accidents when they occur, to the extent not required or provided by Contractor. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the accident.

Construction Manager shall inform the District when Construction Manager becomes aware of suspected safety violations. Notwithstanding, Contractor shall be responsible for Contractor's

operations, and the health and safety of same, consistent with District's agreement with Contractor. While Construction Manager is not responsible for the Construction Contractor's Health and Safety policies or enforcement, to the extent the Construction Manager actually observes and recognizes a site condition as an imminent danger, Construction Manager is authorized to shut the project or a portion of the project down, and notify the District so the District can determine appropriate action.

Construction Manager shall confirm that the Contractor is conducting safety training on site by obtaining Contractor's safety training schedule for the project and verifying that the training is conducted.

The Construction Manager shall be trained and able to enter permit required and non-permit required confined space for the purpose of construction inspection.

The Construction Manager shall be knowledgeable of the District's safety procedures.

1.5 Project Completion

The following subtasks shall be conducted to close out the project. For the purpose of estimating the effort required for this task, the Engineer assumes that this task shall be performed concurrent with Task 2 Field Services, and the effort therefore included therewith.

1.5.1 Final Inspection

Schedule and conduct substantial completion inspections, issue punch lists, review compliance. Advise the District, and schedule, conduct, and complete final inspection with the District. Assist in negotiation of unsettled changes or disputes. When final punch list items have been completed or resolved, recommend final acceptance to the District. Prepare a Certificate of Completion. Obtain from the Contractor and deliver to the District bonds, guarantees, operation and maintenance manuals, and record drawings.

1.5.2 Project Close Out

Prepare documentation recommending the acceptance of the complete project by the District. After completion of the project, turn

over project documentation to the District in an orderly manner. Construction Manager shall maintain a warranty work file, and process final submittals including warranty certificates.

TASK 2: Project Management

Project management subtasks are those necessary for the conduct of the resident engineering services, exclusive of the construction contract administration tasks identified in Task 1.

2.1 Monitor Progress

Establish and monitor time schedule, work force loading, and budget for the project.

2.2 Review the Work

Supervise project team and review the work performed.

2.3 Communications

Maintain communications with the District.

4. DELIVERABLES

Construction Manager's Daily Inspection Reports

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement and as modified herein. Compensation shall be on a cost plus professional fee basis. Reimbursable costs shall include (1) direct time-related labor charges (including direct salary costs, plus fringe benefits, plus indirect labor costs); (2) Associated Project Costs (APC) at \$8.00 per direct labor hour for office and at \$5.00 per direct labor hour for field based labor for the costs of in-house reproduction services, color printing, cell phone charges, long distance telephone calls, facsimile, postage, field office supplies and equipment, overnight and courier services, and CAD/Computer usage; (3) other (non-labor) direct expenses such as mileage and outside reproduction services; and (4) subconsultant services (including 5 percent mark-up). The professional fee will equal thirteen (13) percent of the direct time-related labor charges and shall serve as Engineer's profit for services rendered.

The cost ceiling, professional fee, and the maximum fee ceiling for Task 1 and 2 are presented in Exhibit A. Total charges to the District shall not exceed the schedule maximum fee ceiling of \$294,932 without written modifications of this Task Order, except as provided under Article 2.4 of the Agreement.

The following table summarizes all previously-executed and proposed task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Construction Management and Inspection Services	\$294,932	Yes	Paul Eldredge
Total	\$294,932		

6. TIME OF COMPLETION

Work defined in Task Order 1 shall be completed within 30 calendar days following the initially scheduled construction contract completion date for the project.

7. KEY PERSONNEL

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

Alvarado-Niles Road Sanitary Sewer Rehabilitation Project

Task Order No. 1

Page 11

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-in-Charge	Grace Chow
Construction Manager	Carlos Garcia
Manager of Construction Services	Norm Settle

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of March ____, 2016, and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Brown and Caldwell

By: _____

By: _____

Name: Paul R. Eldredge, P.E.

Name: Grace C. Chow

Title: General Manager / District Engineer

Title: Vice President

Union Sanitary District (CA) -- USD Alvarado Niles Road SS Rehab CM

		Garcia, Carlos L	Karthik, Jennifer	Settle, Norman F	Chow, Grace C	Rosco, Douglas T	Adkins, Una	Second Shift Inspector				Mileage				
Task	Task Description	PM	PA						Total Labor Hours	Total Labor Effort	APC		Total ODCs	Total Expense Cost	Total Expense Effort	Total Effort
100	Field Services	1,360	0	0	0	0	0	80	1,440	265,891	7,200	10,450	10,450	10,450	17,650	283,541
200	Project Management	0	50	24	2	1	10	0	87	10,695	696	0	0	0	696	11,391
GRAND TOTAL		1,360	50	24	2	1	10	80	1,527	276,586	7,896	10,450	10,450	10,450	18,346	294,932

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Estimated Cost Assumptions

Labor costs are calculated with a multiplier of 2.88. Compensation shall be on a cost plus professional fee basis. Reimbursable costs shall include direct time-related labor charges (including direct salary costs, plus fringe benefits, plus indirect labor costs). The professional fee will equal thirteen (13) percent of the direct time-related labor charges and shall serve as Engineer's profit for services rendered. Subconsultant services, if required, shall include 5 percent mark-up.

CM Hours are calculated as follows:

1. 40 hours for pre-construction activities
2. 1240 hours for construction phase services as outlined in Scope of Work
4. 80 hours for project closeout
5. 80 hours for a second inspector for night shift and other extended working hours
6. CM hours are also assumed to cover the period April 1, 2016 through project completion estimated to occur on November 30, 2016.
7. Construction Manager to provide most of the required inspections
8. Project close-out to be completed within the last week of construction contract completion

Field ODCs are for vehicle mileage and other incidentals

Associated Project Costs (APC) at \$8.00 per direct labor hour for office and at \$5.00 per direct labor hour for field based labor for the costs of in-house reproduction services, color printing, cell phone charges, long distance telephone calls, facsimile, postage, field office supplies and equipment, overnight and courier services, and CAD/Computer usage; (3) other (non-labor) direct expenses such as mileage and outside reproduction services

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: March 7, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager / District Engineer
Sami E. Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 11 – Meeting of March 14, 2016
Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair the 33-Inch Sewer on Alvarado Boulevard and Update on the Repairs

Recommendation

Receive update on repairs and adopt motion by a four-fifths vote finding that there is a need to continue the action and confirming and declaring the continuance of the emergency.

Background

On Wednesday, October 14th, a sinkhole surfaced at the intersection of Alvarado Blvd. and New Haven St. in Union City; see attached location map. The sinkhole was amplified by a subsequent water main break, which was repaired by Alameda County Water District on the same day. Union Sanitary District's 20-foot deep, 33-inch pipeline and manhole located in the intersection were inspected and found to be damaged.

Given the potential for the sinkhole to affect the health and safety of the community and the possible impact to the District facilities, it was determined that an emergency existed and the necessary steps were taken to meet the emergency, secure the site, and start the repair process. Compliance with competitive bidding procedures typically takes a number of months and would not have allowed prompt action to be taken, as required to safeguard the public and District facilities.

Therefore, District staff called upon the District's emergency contractor, McGuire & Hester Inc., for assistance. Immediate repairs to the damaged sewer facilities could not be accomplished due to the high groundwater level and unstable soil conditions. For safety and traffic reasons and to

avoid additional damage to the street, McGuire & Hester quickly stabilized the site by backfilling the sinkhole.

At the Board Meeting of November 9, 2015, the Board adopted a resolution confirming and declaring the need to continue an emergency and authorizing emergency expenditures to allow staff to proceed with expeditious repairs to the 33-inch sewer main, and related appurtenances (e.g. manhole and overflow pipe) on Alvarado Boulevard. Subsequently, at the Board Meetings of November 23, 2015, December 14, 2015, January 11, 2016, January 25, 2016, February 8, 2016, and February 22, 2016, the Board found that there was a need to continue the action and confirmed and declared the continuance of the emergency. The Board meeting of December 28, 2015 was cancelled.

Update on the Alvarado Boulevard Sewer Main Repairs

Trunk Sewer Repair

Efforts to control the high groundwater level and unstable soils were unsuccessful and a trenchless repair is not feasible. Therefore, the damaged facilities will be repaired by open-cut method. The approach is to construct a deep shaft around the manhole and pipeline by installing interlocking steel sheet piles, and then to excavate the soil within the shaft down to the pipe. The deep steel sheet piles will stop the inflow of groundwater into the shaft and allow the necessary cleaning, inspection, and repairs to proceed unhindered.

The six phases envisioned for this repair work are as follows:

Phase 1 – PG&E (Complete): On December 23rd, PG&E disconnected and removed a gas line to facilitate the excavation necessary to complete the final repairs.

Phase 2 – Shoring, Jet Grouting, & Excavation (Complete): On December 28th, McGuire & Hester mobilized to begin Phase 2 work. First, seventy (70) feet of Alameda County Water District (ACWD) water line which was in conflict with the shoring plan was removed for the duration of the work; it will be replaced once the final repairs are complete. Sheet pile installation around the excavation area then began on January 4, 2016, and was completed on January 8, 2016. The sheet pile installation was followed by jet grouting, a process during which grout is injected by pressure into the soils surrounding the sheet piles to seal up gaps and prevent water intrusion into the shaft. Jet grouting work began on January 12, 2016, and was completed on January 29, 2016. The jet grouting was followed by excavation of the shaft itself, which began on February 1, 2016.

On February 2, 2016, excavation work was nearing completion when groundwater began to infiltrate from the bottom of the pit. Before the pit could be dewatered and excavation

work could be resumed, the challenges presented by the groundwater had to be properly addressed. A groundwater dewatering system, supplemental to the one originally installed in October 2015, and comprised of four, 40-foot deep wells, was installed on February 11, 2016. The system pumped for several days and, on February 16, 2016, the pit was dewatered and excavation work resumed. On February 19, 2016, a small volume of groundwater was found to be infiltrating from the pipe bedding zone, but was successfully suppressed by point grouting and pit excavation was completed the same day.

Simultaneously during the final stages of Phase 2 and early stages of Phase 3, Collection Services staff fully cleaned and televised the existing pipeline structures upstream and downstream of the sinkhole manhole to make ready for rehabilitation work.

Phase 3 – Sewer Repair (In Progress): Repair work began on February 22, 2016. The damaged manhole along with several feet of pipe on each side of it were completely removed, and then the aggregate foundation and bedding for the new manhole and pipeline were constructed. On February 29 and March 1, 2016, over 700 feet of the existing pipeline upstream and downstream of the damaged manhole was rehabilitated by sliplining. By March 3, 2016, a new concrete manhole base had been poured and the rehabilitated pipelines were connected.

Phase 4 – Backfill (In Progress): Pit backfill began on March 3, 2016, even as the sewer repair and rehabilitation activities were finishing, and it is still in progress.

Phase 5 – Utilities: Before the project may be completed, several utilities must be re-connected. PG&E will re-install and reconnect the gas line that was disconnected and removed in Phase 1. McGuire and Hester will replace 70 feet of ACWD's water line removed in Phase 2. A storm drain line temporarily relocated to facilitate shaft excavation will also be replaced.

Phase 6 – Site Restoration: Final restoration work includes reconstructing the damaged street area and re-paving the street and returning to normal traffic operations.

District staff is coordinating closely with the City of Union City, New Haven Unified School District, Union City Police Dept., Alameda County Fire Dept., ACWD, and contractor McGuire & Hester to accomplish the work in an efficient and safe manner.

Traffic Control

Due to the large size and location of the repair shaft, the resulting available lane width on westbound Alvarado Blvd. will be less than 11 feet. Thus, the City's preference is that westbound Alvarado Blvd. between Fair Ranch Rd. and Fredi St. be closed entirely to facilitate the work and

provide the staging area needed by McGuire & Hester. This closure went into effect on December 28, 2015, and will continue through the duration of the project, which is expected by late April, weather permitting.

At least one eastbound lane on Alvarado Blvd. will be open at all times. Left turns into and out of New Haven St. will be closed. Westbound transit buses and vehicular traffic are being detoured. The New Haven Unified School District requested help directing traffic at the school entrance near Fredi St. and Horner St. during the street closure, and staff has worked with the Union City Police Dept. and McGuire & Hester to provide the appropriate traffic control. The fire truck at Fire Station #32 will continue to be able to enter and exit the fire station safely.

Sewer Bypass

The damaged 33-inch sewer continues to be plugged and its flows bypassed through a permanent overflow pipe to the unaffected 39-inch trunk sewer on the south side of the street. A standby pump is retained on site as a contingency. District Collection Services staff continue to provide daily monitoring of the collection system upstream of the overflow pipe to prevent sanitary sewer overflows, of which none have been reported. McGuire & Hester crews plan to remove plugs and return to normal sewer flows in the new pipeline on March 10, 2016.

Collection Services staff has also installed odor absorbing, activated carbon canisters in a number of select manholes, and has conducted chemical dosing of the sewer mains upstream of the sinkhole area on a 3-week schedule to control odors. Finally, Collection Services staff has been pumping down and cleaning the surcharged sewers upstream of the overflow pipe. This work, which includes the temporary closure of one eastbound lane on Alvarado Blvd., began on Tuesday, February 16, 2016, and will conclude once normal sewer flows are resumed.

Public Information

Staff continues to develop and issue press releases about the field work on an as-needed basis only. These updates are disseminated via the "What's New" page on the District website, as well as through USD social media.

A CMS (changeable message sign) traffic board, as well as other traffic signs, remain on Alvarado Blvd. notifying motorists of the shutdown of westbound Alvarado Blvd. Additionally, flyers were distributed on December 23, 2015, to the businesses at Alvarado Blvd. and Fair Ranch Rd and the apartment complex to the west, notifying them of the same.

Review of Emergency Status

After the determination of an emergency pursuant to Public Contract Code section 22050, the Board is required to review the status of the emergency action at each subsequent meeting until the emergency action is terminated, and authorize continuation of the emergency action by a four-fifths vote. This staff report seeks such authorization. As discussed above, the sinkhole continues to affect traffic and people that live, work, or commute in the area. Furthermore, District facilities need to be protected and there is a need to complete the actions described above as expeditiously as possible. Therefore, staff believes that there is a need to continue the emergency action.

Staff will continue to bring a similar item to the Board until the emergency is terminated.

PRE/SEG/RC/CE:ks

Attachment: Exhibit A – Location Map

EXHIBIT A - LOCATION MAP
ALVARADO BLVD. SEWER REPAIR





Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: March 3, 2016

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 12 - Meeting of March 14, 2016
Review and Approve Proposed Changes to Policy No. 2920, Computer Purchase and Student Loan Program

Recommendation

Review policy and proposed changes, provide additional recommendations for revisions, and approve policy 2920.

Background

Policy 2920 provides for a computer purchase loan program, as well as a student loan program. The primary focus of this staff report is the computer purchase loan portion of the policy; no changes are recommended for the student loan program. The purpose of computer purchase loans is to assist employees in the development of enhanced computer skills. This policy was last reviewed and approved by the Board in March of 2013.

The proposed changes to the computer loan program include, but are not limited to:

- Clarifies that current Board members are eligible for the computer loan
- Increases the loan amount from \$3,000 to \$3,300 to account for inflation
- Incorporates the hardware eligibility list into the policy (before it was a separate document)
- Updates the hardware edibility list (e.g. includes tablets and smartphones and precludes 3D or virtual reality technology)
- Decreases the policy review timeframe from 5 years to 3 years

Staff recommends the Board adopt the changes shown in strike and bold format on the attached and set the date for the next review for March of 2019.

Student Loan Program

At a previous Board meeting, Director Handley inquired about the status of the student loan program and requested staff bring back an informational report. This staff report includes the requested status update.

The student loan program was implemented to allow employees to improve their work and career related knowledge, skills, and abilities. The student loan provisions and details are included in policy 2920 as well as the current version of the District's MOU. Section 21.1 of the MOU states:

To encourage District employees to improve their knowledge, the District will reimburse employees for educational expenses consistent with the Employee Education Policy (Policy #5330) and provide for student loans under the Computer Purchase and Student Loan Program (Policy #2920).

To be eligible for the loan, the coursework must be from an approved correspondence program, technical school, adult education program, college or university extension program, or college or university degree program. For coursework to be eligible for reimbursement, it:

- must be relevant to the employee's current position and work assignment or
- must be relevant to an entry-level position that exists in the District. For courses for this purpose, the employee must arrange for a career counseling session with their Coach and Human Resources (HR).

To date, the student loan program has not been utilized. Since it is included in the current MOU, it is not recommended that any changes be made to this program at this time. However, due to the lack of participation in this program, staff would recommend that this program be re-visited during the next labor negotiations.

Attachments: Strike and bold version of policy 2920
 Clean version of policy 2920

Union Sanitary District
Policy and Procedure Manual

Effective: 3/14/16 3/11/2013	Computer Purchase and Student Loan Program	Policy Number 2920 Page 1 of 5
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Policy

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

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

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

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

Purpose

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

Computer Purchase Loan Program**Definitions**

Employee Refers to all full time, part-time employees and current Board members.

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Conditions

a) All participating employees ~~and current members of the Board of Directors~~ are required to sign a Computer Purchase and Student Loan Program Installment Note ("Installment Note")~~an installment (promissory) note.~~

b) Loans are for new material acquisition only. This may be for a complete system, additions to an existing system or approved eligible software. ~~Only one system (desktop, laptop, etc.) may be purchased under one loan.~~

c) Loans must be paid back through after-tax payroll deductions within.

d) No interest will be assessed on the loan.

e) Employees may not apply for a new loan for 24 months from the start of their first loan unless the previous loan is paid in full. No more than two loans may be outstanding at any one time with a combined maximum of \$3,3003,000.

Eligibility

All full-time, non-probationary employees who have completed a new hire probation and who are not on a Plan of Improvement, part-time employees who have completed probation and an additional year of employment with the District and are not on a Plan of Improvement, and current members of the Board of Directors are eligible to participate in this the Computer Purchase Loan Program. All employees must have a minimum of six months employment with the District. Board members eligibility begins once they are sworn in.

Ineligibility

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

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

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

Maximum Loan Amount \$3,300 total per employee, up to two loans at any time regardless of number of loans. The total loan program shall not exceed with a \$50,000 in maximum program liability.

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

1. First priority: employees/Board Members who have not participated in the program;
2. Second priority: employees/Board Members who have paid off their entire loan balance;
3. Third priority: employees/Board Members who have completed 24 months of payments and have a remaining balance.

Procedure

- Employee/Board Member completes the [Request for Computer Purchase Loan Financing](#) form and submits it to IT~~reviews it with IT~~.
- IT verifies equipment eligibility, including comparing it with the ~~Computer Loan Equipment Standards~~Computer Loan Equipment Standards included as appendix A to this policy, and forwards the form to the Business Services Manager and/or the General Manager, who verifies employee eligibility, availability of funds in the program ~~in the program~~ and approves/disapproves expenditure of funds.
- If at any step of the verification process the employee fails to meet the criteria for a loan, the [Request for Computer Purchase Loan Financing](#) form will be returned to the employee with an explanation of the reason for the loan denial.
- After receiving approval from the Business Services Manager, the employee/Board Member purchases hardware/software.
- The employee/Board Member submits the **original** paid invoice along with any other supporting documentation ~~the sales contract~~ to the Business Services Manager, who notifies Payroll to prepare a reimbursement check.
- Business Services (Payroll) prepares the ~~check to~~ reimbursement check and the ~~employee/Board Member and~~ Installment Note to be signed by the employee/Board Member prior to the release of the reimbursement check.

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~~• Business Services (Payroll) establishes payroll deductions for a maximum of 3 years (78 pay periods).~~

- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days from the date of separation from the District or end of a Board Member's term and maybe deducted from any monies due the employee.
- Business Services (Accounting/FIST) issues a paid note after the last payment is received.
- Failure to repay the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Student Loan Program

Definitions

Conditions

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

Eligibility

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

Ineligibility

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

Loan Term

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

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

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

1. First priority: employees that have not participated in the program;
2. Second priority: employees who have paid off their entire loan balance;
3. Third priority: employees who have completed 24 months of payments and have a remaining balance.

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

Procedure

- Employee must have already completed the Tuition Reimbursement Request form under the Employee Education Policy (Policy Number 5330) and received Coach and HR approval.

- Employee must state, in the Student Loan section of the [Tuition Reimbursement Request](#) form that their educational reimbursement exceeds the maximum reimbursement of the maximum amount available per the Employee Education Policy and they are requesting a student loan for up to a maximum of \$3000.

- After Human Resources approves the [Tuition Reimbursement Request](#) form requesting a loan, HR forwards the request to Business Services (Payroll).

- Payroll prepares an Installment Note for the employee's signature.
- Payroll prepares a check to reimburse the employee.
- Payroll establishes payroll deductions for a maximum of 78 pay periods.
- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days of separation.
- Business Services (Accounting/FIST) issues a paid note after last payment is received.

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- Failure to repay all of the remaining balance will result in the District taking action, up to and including legal recourse, to collect all funds owed.

Management Responsibility

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

Related Forms

[Request for Computer Loan Financing](#)

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

Attachments

[Appendix A – Computer Loan Equipment Standards](#)

[Author/Owner: Business Services Workgroup Manager, Executive Team](#)

[Reviewers: Executive Team](#)

[Approved by: Board of Directors](#)

[Review Frequency: 3 years](#)

[Next Review Date: 3-14-2019](#)

APPENDIX A

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Computer Loan Equipment Standards

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Technology is rapidly evolving and this equipment standards list may need to be reviewed and updated more frequently than the 3 year cycle of the policy. The Business Services Manager, in consultation with the General Manager, may update the equipment standards list periodically as changes in technology dictate without requiring the Board to consider and approve the entire policy.

Eligible Hardware:

- -Microsoft Windows Operating System compatible desktop or laptop computer purchased with the current selling Microsoft Windows Operating System or proof of a transferable license ownership of a currently supported Microsoft Windows Operating System
- Apple desktop or laptop computer purchased with the current selling Microsoft Windows Operating System or proof of a transferable license ownership of a currently supported Microsoft Windows Operating System or Microsoft Office
- Monitor up to 32" with the primary purpose of the device to serve as a computer monitor and not a TV (IT will make this judgment and factor in if the screen is integrated with the computer)
- Printer
- Scanner
- Router
- Print server
- Mouse and or keyboard
- Standard speakers
- Laptop or tablet carrying or protective cases
- Tablets with Microsoft Windows, Google Android, Apple iOS, Blackberry operating system (MS Surface, Apple iPad, Samsung or equivalent as determined by IT) (hardware only, no service or use plans).
- Smart-phone with Microsoft Windows, Google Android, Apple iOS, Blackberry operating system or equivalent as determined by IT that is compatible with the District's server, email and calendaring systems (hardware only, no service or use plans).

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Eligible Software:

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

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Eligible Warranty:

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

Not Eligible:

- Services (i.e. installation of software, Operating System or similar, [Cloud based services](#), [Microsoft Office 365](#), etc.)
- Ancillary equipment not essential to running the [PCsystem](#) (e.g. cameras, headsets, virtual or 3D equipment)

Related Forms

[Request for Computer Loan Financing](#)

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

[Computer Loan Equipment Standards](#)

~~Supersedes Policy Dated 4/12/2000; revised 12/1/2007; revised 8/2009; revised 9/2011~~

~~Author/Owner: Business Services Workgroup Manager, Executive Team~~

~~Reviewers: Executive Team~~

~~Approved by: Board of Directors~~

~~Review Frequency: 25 years~~

~~Next Review Date: 3-14-20193/11/2018~~

Union Sanitary District
Policy and Procedure Manual

Effective: 3/14/16	Computer Purchase and Student Loan Program	Policy Number 2920 Page 1 of 5
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Policy

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

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

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

Purpose

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

Computer Purchase Loan Program**Definitions**

<i>Employee</i>	Refers to all full time, part-time employees and current Board members.
<i>Conditions</i>	<ul style="list-style-type: none">a) All participating employees are required to sign a Computer Purchase and Student Loan Program Installment Note ("Installment Note").b) Loans are for new material acquisition only. This may be for a complete system, additions to an existing system or eligible software.c) Loans must be paid back through after-tax payroll deductions.d) No interest will be assessed on the loan.e) Employees may not apply for a new loan for 24 months from the start of their first loan unless the previous loan is paid in full. No more than two loans may be outstanding at any one time with a combined maximum of \$3,300.
<i>Eligibility</i>	All full-time, non-probationary employees who have completed a new hire probation and who are not on a Plan of Improvement, part-time employees who have completed probation and an additional year of employment with the District and are not on a Plan of Improvement, and current members of the Board of Directors are eligible to participate in the Computer Purchase Loan Program. All employees must have a minimum of six months employment with the District. Board member eligibility begins once they are sworn in.
<i>Ineligibility</i>	Full-time employees who are on probation as a new hire or on a Plan of Improvement for any reason, or part-time employees who have not passed probation and have not been employed by the District for an additional year or are on a Plan of Improvement for any reason are not eligible to participate in the Computer Purchase Loan Program.
<i>Loan Terms</i>	The no-interest loan must be repaid within 78 pay periods.
<i>Minimum Loan Amount</i>	\$500 is the minimum amount for a loan to be opened.
<i>Maximum Loan Amount</i>	\$3,300 total per employee, up to two loans at any time. The total loan program shall not exceed \$50,000 in maximum program liability.

Priorities

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

1. First priority: employees/Board Members who have not participated in the program;
2. Second priority: employees/Board Members who have paid off their entire loan balance;
3. Third priority: employees/Board Members who have completed 24 months of payments and have a remaining balance.

Procedure

- Employee/Board Member completes the [Request for Computer Purchase Loan Financing](#) form and submits it to IT.
- IT verifies equipment eligibility, including comparing it with the Computer Loan Equipment Standards included as appendix A to this policy, and forwards the form to the Business Services Manager and/or the General Manager, who verifies employee eligibility, availability of funds in the program and approves/disapproves expenditure of funds.
- If at any step of the verification process the employee fails to meet the criteria for a loan, the [Request for Computer Purchase Loan Financing](#) form will be returned to the employee with an explanation of the reason for the loan denial.
- After receiving approval from the Business Services Manager, the employee/Board Member purchases hardware/software.
- The employee/Board Member submits the **original** paid invoice along with any other supporting documentation to the Business Services Manager, who notifies Payroll to prepare a reimbursement check.
- Business Services (Payroll) prepares the reimbursement check and the [Installment Note](#) to be signed by the employee/Board Member prior to the release of the reimbursement check.
- If employment with Union Sanitary District ends prior to loan pay-off, the remaining balance must be paid within 30 days from the date of separation from the District or end of a Board Member's term and maybe deducted from any monies due the employee.

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Student Loan Program

Definitions

Conditions

- All employees are required to sign a [Computer Purchase and Student Loan Program Installment Note](#).
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Eligibility

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Loan Term

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Maximum Loan Amount

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

Priority

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Refinancing

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

Procedure

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Related Forms

Request for Computer Loan Financing

Computer Purchase and Student Loan Program Installment Note

Attachments

Appendix A – Computer Loan Equipment Standards

Author/Owner: Business Services Workgroup Manager, Executive Team

Reviewers: Executive Team

Approved by: Board of Directors

Review Frequency: 3 years

Next Review Date: 3-14-2019

APPENDIX A

Computer Loan Equipment Standards

Technology is rapidly evolving and this equipment standards list may need to be reviewed and updated more frequently than the 3 year cycle of the policy. The Business Services Manager, in consultation with the General Manager, may update the equipment standards list periodically as changes in technology dictate without requiring the Board to consider and approve the entire policy.

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- Apple desktop or laptop computer purchased with the current selling Microsoft Windows Operating System or proof of a transferable license ownership of a currently supported Microsoft Windows Operating System
- Monitor up to 32" with the primary purpose of the device to serve as a computer monitor and not a TV (IT will make this judgment and factor in if the screen is integrated with the computer)
- Printer
- Scanner
- Router
- Print server
- Mouse and or keyboard
- Standard speakers
- Laptop or tablet carrying or protective cases
- Tablets with Microsoft Windows, Google Android, Apple iOS, Blackberry operating system or equivalent as determined by IT (hardware only, no service or use plans).
- Smartphone with Microsoft Windows, Google Android, Apple iOS, Blackberry operating system or equivalent as determined by IT that is compatible with the District's server, email and calendaring systems (hardware only, no service or use plans).

Eligible Software:

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

Eligible Warranty:

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

Not Eligible:

- Services (i.e. installation of software, Operating System or similar, Cloud based services, Microsoft Office 365, etc.)
- Ancillary equipment not essential to running the system (e.g. cameras, headsets, virtual or 3D equipment)



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: March 8, 2016

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 13 - Meeting of March 14, 2016
Review and Approve Proposed Changes to Policy No. 3070, Board Member Officers, and Committee Memberships

Recommendation

Review policy and proposed changes, provide additional recommendations for revisions, and approve Policy 3070.

Background

Board Policy 3070.2 provides guidelines for the timing and selection of Board officers and internal and external committee members. On February 22, 2016, the Board considered proposed revisions to the Policy, which included the following:

- Provide direction on the selection of Board Officers and memorialize options for selection
- Provide clarity and direction on internal and external committee selections
- Add the JPA with ACWD as an external committee to the rotation list

The Board discussed a number of additional revisions to the Policy and requested that staff revise the Policy and bring it back for further consideration at the next Board meeting. The attached version incorporates the following revisions, which were requested by the Board:

1. Revised Section 3 of Procedure, Board Officers, regarding the rotation of offices to delete the specific rotation and provide that the Board “may choose to” follow a rotation.

2. Deleted language in Section 2, Procedure, Internal Board Committee Memberships, requiring the Board to verbally note their committee requests and added language providing for forms to be provided to the General Manager.
3. Added language to Section 3, Procedure, Internal Board Committee Memberships to confirm that the authority for appointing internal committees is delegated to the President and deleted language noting that Board members may ask questions about committee assignments at a Board meeting.
4. Added a new Section 2 to Procedure, External Commissions/Committee Representatives (CCR) to provide that Board members may serve a maximum of two consecutive terms, three in exceptional circumstances, on the EBDA Commission.
5. Added language to Management Responsibility to provide that (a) the General Manager shall provide certain required information to the President, with copies to the Board, and (b) the information must include a copy of the Policy and a list of the last ten years of committee memberships.

Staff also modified the number of the Policy from “3070.2” to “3070” consistent with other policies.

Staff recommends the Board consider, revise, if desired, and adopt the changes shown in strike and bold on the attached and set the date for the next review for March of 2019.

Attachments: Strike and bold version of Policy 3070 indicating changes since the February 22 version
Policy 3070 with proposed changes accepted

Union Sanitary District
Policy and Procedure Manual

Effective: 032/2214/16	Boardmember Officers and Committee Membership	Policy Number 3070-2 Page 1 of 3
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Policy

Selection of Board Officers will be held annually at the first regular meeting in the month of July of each year. Internal Board committee memberships shall be established no later than the second regularly scheduled meeting in July of each year, following the selection of the Board Officers. External commissions/committees representatives shall be established no later than the first regularly scheduled meeting in May of each year.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for one year.
2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District
 - g. representing the Board of Directors on issues or at events as designated by the full Board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall preside over the meetings of the Board of Directors as the Board President.

Desk Item
Item 8
2/22/2016

3. At the first regularly scheduled Board meeting in July, or as soon thereafter as the item can be agendaized at a regular Board meeting, the Board shall appoint its Board Officers. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President and Secretary for one year terms. The election or removal of the President, Vice-President or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers ~~where the Vice-President becomes President, Secretary becomes Vice-President, the fourth Board member in rotation becomes the Secretary and the President becomes the fifth Board member in Rotation.~~

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Construction; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting. ~~At the following meeting, during the appropriate informational item, the Board members shall verbally note their committee interests in order of preference, which information shall be compiled by the General Manager or designee.~~
3. The President is delegated the authority to ~~will~~ appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers, ~~at which time Boardmembers may ask questions about the assignments.~~ The determination of the Board President on committee assignments shall be considered final.
4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

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Item 8
2/22/2016

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External Commissions / Committee Representatives (CCR)

1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.
2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
3. The Board of Directors will elect the representatives for the External Committees no later than the first regularly scheduled Board meeting in May of each year in order to ensure that the representatives may be seated for the first meeting of the new committee or commission. At the prior meeting, Directors shall be provided a list of the external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The committee interests shall be compiled in a staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the CCRs for one year terms or as otherwise decided by the Board majority. The election or removal of CCRs shall require a majority vote of the Board.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last five-ten years and current committee memberships; (2) a copy of this policy; and (3) to the new President along with a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013

Approved by: Board of Directors ~~February 22~~ March 14, 2016
Reviewers: General Manager, Board of Directors, District's attorney

Desk Item
Item 8
2/22/2016

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Boardmember Officers and Committee Membership

Policy Number 3070.~~2~~
Page 4 of 3

Notify Person: General Manager
Review frequency: Every 3 years
Next Review: ~~February~~ March 2019

Desk Item
Item 8
2/22/2016

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Effective: 03/14/16	Boardmember Officers and Committee Membership	Policy Number 3070 Page 1 of 3
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Policy

Selection of Board Officers will be held annually at the first regular meeting in the month of July of each year. Internal Board committee memberships shall be established no later than the second regularly scheduled meeting in July of each year, following the selection of the Board Officers. External commissions/committees representatives shall be established no later than the first regularly scheduled meeting in May of each year.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for one year.
2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District
 - g. representing the Board of Directors on issues or at events as designated by the full Board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall preside over the meetings of the Board of Directors as the Board President.

3. At the first regularly scheduled Board meeting in July, or as soon thereafter as the item can be agendaized at a regular Board meeting, the Board shall appoint its Board Officers. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President and Secretary for one year terms. The election or removal of the President, Vice-President or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Construction; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting.
3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be considered final.
4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

External Commissions / Committee Representatives (CCR)

1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.

2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
3. The Board of Directors will elect the representatives for the External Committees no later than the first regularly scheduled Board meeting in May of each year in order to ensure that the representatives may be seated for the first meeting of the new committee or commission. At the prior meeting, Directors shall be provided a list of the external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The committee interests shall be compiled in a staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the CCRs for one year terms or as otherwise decided by the Board majority. The election or removal of CCRs shall require a majority vote of the Board.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last ten years and current committee memberships; (2) a copy of this policy; and (3) a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013

Approved by:	Board of Directors March 14, 2016
Reviewers:	General Manager, Board of Directors, District's attorney
Notify Person:	General Manager
Review frequency:	Every 3 years
Next Review:	March 2019

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160265	2/25/2016	800394.18	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II		
					\$158,053.40	\$158,053.40
160219	2/18/2016	20151216.1	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065221110 - SUBSTATION 1		
					\$157,327.22	\$157,327.22
160218	2/18/2016	20151216.2	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065220110 - CEDAR BLVD		
					\$127,349.06	\$127,349.06
160300	2/25/2016	2028961	WEST YOST ASSOCIATES	CS PREVENTATIVE MAINTENANCE PROGRAM EVALUATION		
					\$9,368.00	\$105,266.21
	2/25/2016	2028959		NEWARK BACKYARD SS RELOCATION - PHASE 3		
					\$2,446.45	
	2/25/2016	2028960		PINE STREET EASEMENT		
					\$5,042.50	
	2/25/2016	2029095		NEWARK BACKYARD SS RELOCATION - PHASE 2		
					\$1,665.30	
	2/25/2016	2028958		ALVARADO-NILES ROAD SS REHABILITATION		
					\$6,581.00	
	2/25/2016	2028962		PLANT FACILITIES IMPROVEMENTS		
					\$62,894.28	
	2/25/2016	2029096		NEWARK BACKYARD SS RELOCATION - PHASE 2		
					\$1,694.18	
	2/25/2016	2028963		SLUDGE DEGRITTER SYSTEM		
					\$15,574.50	
160280	2/25/2016	800444.1	MOUNTAIN CASCADE INC	FREMONT & PASEO PADRE LS IMPROVEMENTS		
					\$101,936.19	\$101,936.19
160205	2/18/2016	20260	MCGUIRE & HESTER	EMERGENCY REPAIR - ALBRAE @CHRISTY - FREMONT		
					\$74,814.00	\$74,814.00
160211	2/18/2016	64007	RANGER PIPELINES INC	NEWARK BACKYARD SS RELOCATION - PHASE 2		
					\$65,727.83	\$65,727.83
160352	3/3/2016	30103855	SYNAGRO WEST LLC	JANUARY 2016 BIOSOLIDS DISPOSAL		
					\$61,956.29	\$61,956.29
160250	2/25/2016	201300831	COVELLO GROUP INC	COGENERATION PROJECT		
					\$410.00	\$49,992.88
	2/25/2016	201303521		THICKENER CONROL BUILDING IMPROVEMENTS PHASE II		
					\$49,582.88	
160290	2/25/2016	141267	RESC-Q SERVICES LLC	GAS CONDITIONING MEDIA EXCHANGE		
					\$38,100.00	\$38,100.00

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160228	2/18/2016	3568344	WESTERN ENERGY SYSTEMS	24 SEALING RINGS, 12 SPARK PLUG SETS & 1 FILTER	\$33,945.03	\$33,945.03
160197	2/18/2016	902488786	EVOQUA WATER TECHNOLOGIES	28,400 LBS HYDROGEN PEROXIDE	\$13,245.76	\$25,138.96
	2/18/2016	902488736		25,500 LBS HYDROGEN PEROXIDE	\$11,893.20	
160207	2/18/2016	11290746	CITY OF NEWARK	NEWARK OVERLAY PROJECT 2015	\$23,076.90	\$23,076.90
160332	3/3/2016	2631	LATITUDE GEOGRAPHICS GROUP LTD	GEOCORTX IMPLEMENTATION	\$22,340.00	\$22,340.00
160317	3/3/2016	1547109A	DELTA DENTAL SERVICE	FEBRUARY 2016 DENTAL	\$2,470.15	\$21,140.95
	3/3/2016	1547109C		FEBRUARY 2016 DENTAL	\$18,670.80	
160244	2/25/2016	16100	CASA	2016 CASA MEMBERSHIP DUES	\$18,720.00	\$18,720.00
160223	2/18/2016	533620160122	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - JAN 2016	\$16,356.19	\$16,356.19
160226	2/18/2016	6532	WARM SPRINGS CONSTRUCTORS	REFUND # 18731	\$15,814.70	\$15,814.70
160187	2/18/2016	197152	BURKE, WILLIAMS & SORENSON LLP	CIP - DECEMBER 2015	\$486.20	\$14,557.40
	2/18/2016	197153		GENERAL LEGAL - DECEMBER 2015	\$13,156.00	
	2/18/2016	197151		GENERAL LEGAL - DECEMBER 2015	\$915.20	
160257	2/25/2016	902476641	EVOQUA WATER TECHNOLOGIES	2,990 GAL HYDROGEN PEROXIDE	\$13,934.36	\$14,184.56
	2/25/2016	902493359		DI WATER SYSTEM	\$250.20	
160349	3/3/2016	467.5	SIEGEL & STRAIN ARCHITECTS	FMC BUILDING - NEW	\$13,053.75	\$13,053.75
160296	2/25/2016	824593	VALLEY OIL COMPANY	4,027 GALS CLEAR DIESEL	\$6,212.18	\$12,687.45
	2/25/2016	824592		3,872 GALS UNLEADED 10% ETHANOL GAS	\$6,475.27	
160321	3/3/2016	902505871	EVOQUA WATER TECHNOLOGIES	26,500 LBS HYDROGEN PEROXIDE	\$12,359.60	\$12,359.60

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160252	2/25/2016	5462	DW NICHOLSON CORP	MCC & PLC REPLACEMENT - PHASE 3	\$10,929.75	\$10,929.75
160242	2/25/2016	28591	CALIFORNIA WATER TECHNOLOGIES	42,520 LBS FERROUS CHLORIDE	\$4,905.92	\$10,108.88
	2/25/2016	28577		43,960 LBS FERROUS CHLORIDE	\$5,202.96	
160177	2/18/2016	65139	3T EQUIPMENT COMPANY INC	12 PIPEPATCH KIT - WINTER	\$5,266.80	\$9,781.20
	2/18/2016	65140		6 PIPEPATCH KIT - WINTER	\$4,514.40	
160312	3/3/2016	145688	CAROLLO ENGINEERS	PUMP STATION MASTER PLAN	\$1,989.81	\$9,418.90
	3/3/2016	146809		THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$7,429.09	
160353	3/3/2016	224521	THE LIGHTHOUSE INC.	12EA WARNING LIGHTS	\$7,396.00	\$8,998.72
	3/3/2016	223703		12 EA WARNING LIGHTS	\$1,602.72	
160266	2/25/2016	800394.18E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT	\$8,318.60	\$8,318.60
160333	3/3/2016	37432220160301	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - MAR 2016	\$7,580.67	\$7,580.67
160294	2/25/2016	727980	UNIVAR USA INC	5,001 GALS SODIUM HYPOCHLORITE	\$2,261.50	\$6,785.41
	2/25/2016	728325		5,003 GALS SODIUM HYPOCHLORITE	\$2,262.41	
	2/25/2016	728448		5,001 GALS SODIUM HYPOCHLORITE	\$2,261.50	
160185	2/18/2016	11653	BEECHER ENGINEERING	STANDBY POWER SYSTEM UPGRADE	\$5,310.00	\$6,390.00
	2/18/2016	11656		MCC & PLC REPLACEMENT - PHASE 3	\$1,080.00	

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160239	2/25/2016	598269	BRENNTAG PACIFIC, INC.	5640 LBS SODIUM HYDROXIDE	\$2,981.03	\$6,378.33
	2/25/2016	598268		2564 LBS SODIUM HYDROXIDE	\$1,355.20	
	2/25/2016	596803		3205 LBS SODIUM HYDROXIDE	\$1,701.75	
	2/25/2016	596804		641 LBS SODIUM HYDROXIDE	\$340.35	
160303	3/3/2016	60203633	AIRTECH MECHANICAL INC	BLDG 81 AIR DRYER REPLACEMENT	\$6,135.00	\$6,135.00
160301	2/25/2016	25856	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$6,064.58	\$6,064.58
160229	2/25/2016	65175	3T EQUIPMENT COMPANY INC	12 PIPEPATCH KIT - WINTER	\$5,266.80	\$5,266.80
160188	2/18/2016	28555	CALIFORNIA WATER TECHNOLOGIES	42,840 LBS FERROUS CHLORIDE	\$5,034.16	\$5,034.16
160311	3/3/2016	28618	CALIFORNIA WATER TECHNOLOGIES	42,740 LBS FERROUS CHLORIDE	\$4,999.27	\$4,999.27
160180	2/18/2016	60103601	AIRTECH MECHANICAL INC	HVAC UPGRADE IN BUILDING 83	\$4,935.00	\$4,935.00
160189	2/18/2016	1191890	CH BULL COMPANY	8 SAFETY HARNESSSES & ASSTD HARNESS SUPPLIES	\$4,702.45	\$4,702.45
160227	2/18/2016	35727	WECO INDUSTRIES LLC	REPAIR OF CAMERA	\$4,535.46	\$4,535.46
160357	3/3/2016	729211	UNIVAR USA INC	5,000 GALS SODIUM HYPOCHLORITE	\$2,261.05	\$4,523.00
	3/3/2016	729468		5,002 GALS SODIUM HYPOCHLORITE	\$2,261.95	
160222	2/18/2016	727155	UNIVAR USA INC	5,000 GALS SODIUM HYPOCHLORITE	\$2,261.06	\$4,522.12
	2/18/2016	727157		5,000 GALS SODIUM HYPOCHLORITE	\$2,261.06	
160210	2/18/2016	160127	PROSAFE	32 HRS INSPECTIONS & 11 HRS SPCC	\$4,300.00	\$4,300.00
160288	2/25/2016	1023508	POLYDYNE INC	42,380 LBS CLARIFLOC WE-539	\$4,195.62	\$4,195.62
160256	2/25/2016	60611	ENVIRONMENTAL LOGISTICS INC	HAZARDOUS MATERIAL DISPOSAL	\$3,987.05	\$3,987.05

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160254	2/25/2016	1645007552	EMPLOYMENT DEVELOPMENT DEPT	UI 4TH Q 2015 - T. DOUGLAS	\$3,687.00	
160261	2/25/2016	18164	CITY OF FREMONT	RANGE 2 HAZMAT STORAGE PERMIT	\$3,687.00	
	2/25/2016	18220		RANGE 5 HAZMAT STORAGE PERMIT	\$313.96	\$3,298.30
	2/25/2016	18526		RANGE 3 HAZMAT STORAGE PERMIT	\$1,980.58	
	2/25/2016	18272		RANGE 2 HAZMAT STORAGE PERMIT	\$689.80	
160241	2/25/2016	11259999	BROWN & CALDWELL CONSULTANTS	PLANT GROUNDWATER WELLS MONITORING	\$3,266.69	
160361	3/3/2016	20160301	VISION SERVICE PLAN - CA	MARCH 2016 VISION STMT	\$3,266.69	
160245	2/25/2016	2679	CDW GOVERNMENT LLC	37 AIRWATCH MOBILE DEVICE MANAGEMENT	\$3,202.56	
160200	2/18/2016	9770889	HACH COMPANY	8 EA MEMBRANE REPLACEMENT KITS	\$3,189.00	
	2/18/2016	9770150		1 EA AFTER ANALYZER SPARE HACH CONTROLLER	\$705.64	\$3,187.63
160208	2/18/2016	013720160204	PACIFIC GAS AND ELECTRIC	SERV TO 02/03/16 BOYCE RD PS	\$2,481.99	
	2/18/2016	096020160201		SERV TO 01/31/16 CATHODIC PROJECT	\$2,142.12	\$2,961.94
	2/18/2016	892820160201		SERV TO 01/31/16 HAYWARD MARSH	\$52.95	
	2/18/2016	898220160201		SERV TO 01/31/16 FREMONT PS	\$56.67	
	2/18/2016	666720160201		SERV TO 01/31/16 PASEO PADRE PS	\$257.29	
	2/18/2016	140120160204		SERV TO 02/02/16 IRVINGTON PS	\$221.22	
	2/18/2016	380420160201		SERV TO 01/28/16 CHERRY ST PS	\$24.89	
	2/18/2016				\$206.80	

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160335	3/3/2016	24858964	MOTION INDUSTRIES INC	8 EA AIR FILTER ELEMENTS		
					\$693.87	\$2,709.46
	3/3/2016	24859464		8 EA AERATION BLOWER FILTERS		
					\$695.74	
	3/3/2016	24859158		1 EA ELECTRIC MOTOR		
					\$860.72	
	3/3/2016	24859134		1 EA HVY DTY SHEAVE		
					\$252.67	
	3/3/2016	24859150		ASTD PARTS & MATERIALS		
					\$206.46	
160286	2/25/2016	170120160210	PACIFIC GAS AND ELECTRIC	SERV TO 01/23/16 PLANT		
					\$2,680.10	\$2,680.10
160192	2/18/2016	17613001353	CORIX WATER PRODUCTS INC	24" MANHOLE CASTINGS		
					\$2,613.60	\$2,613.60
160291	2/25/2016	238474	SAN JOSE CITY OF	ANALYTICAL LAB SERVICES HAYWARD MARSH MIXING ZONE STUDY		
					\$2,561.00	\$2,561.00
160284	2/25/2016	XCTZO14	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES FEBRUARY 2016		
					\$1,365.00	\$2,510.00
	2/25/2016	XCTZO15		WEED ABATEMENT WORK FEBRUARY 2016		
					\$915.00	
	2/25/2016	816304		TREE STUMP GRINDING		
					\$230.00	
160178	2/18/2016	36572	ABACUS PRODUCTS INC	2552 FISH ERASERS		
					\$2,355.08	\$2,355.08
160345	3/3/2016	7605558500	RS HUGHES CO INC	ASTD PPE & SAFETY SUPPLIES		
					\$207.55	\$2,212.94
	3/3/2016	7605312200		ASTD PPE & SAFETY SUPPLIES		
					\$2,005.39	
160329	3/3/2016	1030080	INDUSTRIAL SAFETY SUPPLY	1 EA SRL RETRIEVAL		
					\$2,166.66	\$2,166.66
160310	3/3/2016	599753	BRENNTAG PACIFIC, INC.	2564 LBS SODIUM HYDROXIDE		
					\$1,355.20	\$2,032.81
	3/3/2016	599752		1282 LBS SODIUM HYDROXIDE		
					\$677.61	

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160199	2/18/2016	9936089078	GRAINGER INC	ASTD PARTS & MATERIALS	\$85.25	\$1,842.62
	2/18/2016	9933530702		4 EA DRILL/TAP/COUNTERSINK BITS	\$31.64	
	2/18/2016	9935659467		2 EA AXIAL FANS	\$267.13	
	2/18/2016	9937265024		6 PR INSOLES	\$128.17	
	2/18/2016	9933894314		1 EA IMPACT SOCKET	\$33.42	
	2/18/2016	9937265016		ASTD PARTS & MATERIALS	\$1,198.00	
	2/18/2016	9937265008		5 PRS INSOLES	\$99.01	
160292	2/25/2016	36040138-2015	STATE BOARD OF EQUALIZATION	HAZARDOUS WASTE GENERATION FEE 2015	\$1,736.00	\$1,736.00
160334	3/3/2016	50554665	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$151.00	\$1,706.99
	3/3/2016	50900452		3 EA COMPACT PLASTIC NEEDLE VALVES	\$78.12	
	3/3/2016	51259680		ASTD PARTS & MATERIALS	\$1,073.43	
	3/3/2016	50734912		ASTD PARTS & MATERIALS	\$42.98	
	3/3/2016	50734911		26 EA ASTD SANDING BELTS	\$39.94	
	3/3/2016	51122928		2 EA LOW-PRESSURE FORGED STEEL FLANGES	\$151.99	
	3/3/2016	50919215		ASTD PARTS & MATERIALS	\$125.94	
	3/3/2016	50968546		4 PACKS NYLON LOOP CLAMPS	\$43.59	
160308	3/3/2016	18072	BAY COUNTIES DIESEL SERVICE	DIAGNOSE AND REPAIR TRUCK T3050	\$1,658.48	\$1,658.48
160360	3/3/2016	33024	VALLEY OIL COMPANY	2 DRS ASTD OIL & 1 DR KEROSENE	\$1,594.20	\$1,594.20

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160217	2/18/2016	3291798648	STAPLES CONTRACT & COMMERCIAL	ASTD JANITORIAL SUPPLIES - INVENTORY	\$697.98	\$1,522.53
	2/18/2016	3291798647		ASTD JANITORIAL SUPPLIES - INVENTORY	\$151.70	
	2/18/2016	3291798552		ASTD JANITORIAL SUPPLIES - INVENTORY	\$672.85	
160285	2/25/2016	158137	PACIFIC COAST CHEMICALS CO	220 GALS CAPTOR CALCIUM THIOSULFATE	\$1,488.30	\$1,488.30
160364	3/3/2016	12045425710	WRA ENVIRONMENTAL CONSULTANTS	ALVARADO EQUALIZATION STORAGE BASIN	\$1,479.00	\$1,479.00
160299	2/25/2016	6682	WARM SPRINGS CONSTRUCTORS	REFUND # 18740	\$1,400.00	\$1,400.00
160331	3/3/2016	63759	JACK DOHENY SUPPLIES, INC.	REPAIR TRUCK T3342	\$1,386.65	\$1,386.65
160262	2/25/2016	1083765386	G&K SERVICES CO	UNIFORMS & MATS	\$59.22	\$1,373.24
	2/25/2016	1083765383		UNIFORM LAUNDERING SERVICE	\$89.76	
	2/25/2016	1083765388		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	2/25/2016	1083765381		UNIFORM LAUNDERING SERVICE	\$136.23	
	2/25/2016	1083907366		UNIFORM PANT CHANGE FEE FOR M. GRABOWSKI	\$148.50	
	2/25/2016	93752600.1		ADDITIONAL ALTERNATIVE UNIFORM SHIRTS - EC STAFF	\$569.58	
	2/25/2016	1083765384		UNIFORM LAUNDERING SERVICE	\$43.95	
	2/25/2016	1083765385		UNIFORM LAUNDERING SERVICE	\$16.96	
	2/25/2016	1083765382		UNIFORM LAUNDERING SERVICE	\$103.65	
	2/25/2016	93752600.2		2 EA JACKETS FOR AARON SHONG	\$81.95	
	2/25/2016	1083765387		UNIFORM LAUNDERING SERVICE	\$11.20	
	2/25/2016	93756552		2 EA REPLACEMENT UNIFORM SHIRTS - LOST BY G&K	\$78.46	

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160206	2/18/2016	49726690	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS	\$198.50	\$1,372.71
	2/18/2016	49574784		2 EA BRONZE GATE VALVES	\$259.51	
	2/18/2016	50080719		ASTD PARTS & MATERIALS	\$681.81	
	2/18/2016	50114982		ASTD PARTS & MATERIALS	\$232.89	
160195	2/18/2016	20160125.25	DALE HARDWARE INC	01/16 - ASTD PARTS & MATERIALS	\$1,208.69	\$1,208.69
160253	2/25/2016	112152	EMBARCADERO TECHNOLOGIES, INC.	ER STUDIO RENEWAL	\$1,205.00	\$1,205.00
160179	2/18/2016	9047580130	AIRGAS NCN	3 CL ARGON	\$1,187.79	\$1,187.79
160307	3/3/2016	8367721301	AT&T	SERV: 02/10/16 - 03/09/16	\$1,178.56	\$1,178.56
160305	3/3/2016	6021388	ALPHA ANALYTICAL LABORATORIES	24 LAB SAMPLE ANALYSIS	\$376.00	\$1,128.00
	3/3/2016	6021347		24 LAB SAMPLE ANALYSIS	\$376.00	
	3/3/2016	6021361		24 LAB SAMPLE ANALYSIS	\$376.00	
160271	2/25/2016	5306	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES JAN 2016	\$772.63	\$1,085.77
	2/25/2016	1185.1		OFF-SITE STORAGE AND SERVICES JAN 2016	\$313.14	
160297	2/25/2016	5323	VON EUW TRUCKING	3 DUMP FEE & 4.75 END DUMP HOURLY	\$1,051.25	\$1,051.25
160214	2/18/2016	287917	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$1,014.75	\$1,014.75
160338	3/3/2016	30216348	OLDCASTLE ENCLOSURE SYSTEMS	30 EA 24 GRADE RING, 3" TALL	\$1,003.84	\$1,003.84
160275	2/25/2016	20160218	MCGUIRE & HESTER	EMERGENCY STANDBY RETAINER, 2016	\$1,000.00	\$1,000.00
160293	2/25/2016	753121870	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - FEBRUARY 2016	\$960.00	\$960.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160323	3/3/2016	1083767345	G&K SERVICES CO	UNIFORM LAUNDERING SERVICE	\$16.96	\$958.21
	3/3/2016	1083767342		UNIFORM LAUNDERING SERVICE	\$265.65	
	3/3/2016	1083767348		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	3/3/2016	93760186		4 SHIRTS FOR FMC COACHES FOR SIZE TESTING	\$166.44	
	3/3/2016	1083767341		UNIFORM LAUNDERING SERVICE	\$145.73	
	3/3/2016	1083767343		UNIFORM LAUNDERING SERVICE	\$115.33	
	3/3/2016	1083767346		UNIFORMS & MATS	\$59.22	
	3/3/2016	1083767347		UNIFORM LAUNDERING SERVICE	\$11.20	
	3/3/2016	1083767344		UNIFORM LAUNDERING SERVICE	\$43.95	
	3/3/2016	93759313		2 EA SUMMER JACKETS - M. LEE	\$99.95	
160249	2/25/2016	20160128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$938.65	\$938.65
160230	2/25/2016	9933467903	AIRGAS NCN	CYLINDER RENTAL	\$895.84	\$895.84
160251	2/25/2016	262615	CURTIS & TOMPKINS, LTD	14 LAB SAMPLE ANALYSIS	\$500.00	\$825.00
	2/25/2016	262572		14 LAB SAMPLE ANALYSIS	\$325.00	
160269	2/25/2016	1029805	INDUSTRIAL SAFETY SUPPLY	ASTD CALIBRATION GAS	\$817.00	\$817.00
160193	2/18/2016	262112	CURTIS & TOMPKINS, LTD	6 LAB SAMPLE ANALYSIS	\$160.00	\$800.00
	2/18/2016	262185		30 LAB SAMPLE ANALYSIS	\$640.00	
160328	3/3/2016	1649600	HANSON AGGREGATES INC	10.58 TONS 1/2 MED TYPE A AC-R	\$796.00	\$796.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160325	3/3/2016	9009063679	GRAINGER INC	1 EA PORTABLE CORD		
					\$301.54	\$791.76
	3/3/2016	9003529089		ASTD PARTS & MATERIALS		
					\$211.49	
	3/3/2016	9009063687		ASTD PARTS & MATERIALS		
					\$23.82	
	3/3/2016	9004679503		1 EA CUSTOM DIPPER		
					\$83.56	
	3/3/2016	9004890118		1 EA AIR FLOW SWITCH		
					\$171.35	
160194	2/18/2016	20160215	CWEA-NRTC	3 CERT & 3 MEMBERSHIP RENEWALS - COLL SERV 5 EMPLOYEES		
					\$765.00	\$765.00
160306	3/3/2016	7921	AMERICAN DISCOUNT SECURITY	02/01/16 - 02/15/16 GUARD AT DISTRICT GATE		
					\$759.00	\$759.00
160359	3/3/2016	301036923	VAISALA INC	1 HUMIDITY & TEMPERATURE TRANSMITTER		
					\$756.81	\$756.81
160225	2/18/2016	8043785461	VWR INTERNATIONAL LLC	ASTD LAB & SAMPLING SUPPLIES		
					\$735.46	\$735.46
160258	2/25/2016	9741	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: JAN 2016 DAILY MAIL/2 BOARDMEMBER DELIVER		
					\$725.00	\$725.00
160183	2/18/2016	7879	AMERICAN DISCOUNT SECURITY	01/18/16 - 01/29/16 GUARD AT DISTRICT GATE		
					\$690.00	\$690.00
160272	2/25/2016	10111	LIGHTHOUSE SERVICES, INC.	ANNUAL FRAUD HOTLINE FEE 2/1/16 - 2/1/17		
					\$690.00	\$690.00
160344	3/3/2016	1241913	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE		
					\$689.03	\$689.03
160316	3/3/2016	201602.10	DALE HARDWARE INC	02/16 - ASTD PARTS & MATERIALS		
					\$684.86	\$684.86
160355	3/3/2016	1451275	TOTAL FILTRATION SERVICES INC	56 ASTD FILTERS		
					\$670.13	\$670.13
160283	2/25/2016	35319	OWEN EQUIPMENT SALES	REPAIRS ON T3342		
					\$645.68	\$645.68

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160309	3/3/2016	11139440	BLAISDELL'S	ASTD OFFICE SUPPLIES		\$644.15
					\$80.29	
	3/3/2016	11135530		1 PADDED MAILER	\$87.99	
	3/3/2016	11143680		ASTD OFFICE SUPPLIES	\$344.83	
	3/3/2016	11139591		12 GLUE STICKS	\$4.11	
	3/3/2016	11139590		ASTD OFFICE SUPPLIES	\$214.92	
	3/3/2016	11135530C		CREDIT 1 PADDED MAILER	\$-87.99	
160302	2/25/2016	83266369	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$15.79	\$643.21
	2/25/2016	83266368		MTHLY MAINTENANCE BASED ON USE	\$555.30	
	2/25/2016	83266371		MTHLY MAINTENANCE BASED ON USE	\$72.12	
160247	2/25/2016	36925	CLAREMONT BEHAVIORAL SERVICES	MAR 2016 EAP PREMIUM	\$634.80	\$634.80
160327	3/3/2016	9790151	HACH COMPANY	4 EA STABLCAL SAMPLING SUPPLIES	\$626.87	\$626.87
160267	2/25/2016	1646180	HANSON AGGREGATES INC	8.10 TONS 1/2 MED TYPE A AC-R	\$611.34	\$611.34
160341	3/3/2016	117268	R-2 ENGINEERING INC	1 BEARING KIT MOYNO KIT	\$607.99	\$607.99

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160198	2/18/2016	1083763448	G&K SERVICES CO	UNIFORM LAUNDERING SERVICE	\$11.20	\$605.07
	2/18/2016	1083763444		UNIFORM LAUNDERING SERVICE	\$160.61	
	2/18/2016	1083763445		UNIFORM LAUNDERING SERVICE	\$61.81	
	2/18/2016	1083763447		UNIFORMS & MATS	\$59.22	
	2/18/2016	1083763443		UNIFORM LAUNDERING SERVICE	\$130.68	
	2/18/2016	1083763449		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.78	
	2/18/2016	1083763446		UNIFORM LAUNDERING SERVICE	\$16.96	
	2/18/2016	1083763442		UNIFORM LAUNDERING SERVICE	\$130.81	
160196	2/18/2016	1000407878	ENVIRONMENTAL EXPRESS	2 CATALOG #SC0404	\$222.30	\$602.63
	2/18/2016	1000408045		8 HP100068-1 SE STANDARD ZINC	\$380.33	
160279	2/25/2016	160346	METROMOBILE COMMUNICATIONS INC	ANNUAL RADIO SERVICE - FEB 2016	\$582.75	\$582.75
160354	3/3/2016	6257	THORNTON ENVIRONMENTAL CONST	CALL OUT FUEL ISLAND PUMP RUNNING SLOW	\$569.00	\$569.00
160315	3/3/2016	262682	CURTIS & TOMPKINS, LTD	43 LAB SAMPLE ANALYSIS	\$545.00	\$545.00
160287	2/25/2016	20160218	PETTY CASH	PETTY CASH REPLENISHMENT	\$513.26	\$513.26
160233	2/25/2016	20160110	AMAZON.COM LLC	01/16 - ASTD OFFICE SUPPLIES	\$510.60	\$510.60
160273	2/25/2016	12398	LOOKINGPOINT INC	MONTHLY PREMIER SERVICE - JAN 2016	\$500.00	\$500.00
160351	3/3/2016	8260	STREAMLINE PLUMBING & DRAIN	REFUND # 18770	\$500.00	\$500.00
160220	2/18/2016	17145331	TRI DIM FILTER CORPORATION	200 TRI-DEK 15/40 2 PLY PADS	\$483.76	\$483.76
160347	3/3/2016	1699766001	SAN LEANDRO ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$479.05	\$479.05

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160268	2/25/2016	601943691	HILLYARD/SAN FRANCISCO	2 CS TOILET PAPER		
	2/25/2016	601947678		ASTD JANITORIAL SUPPLIES	\$75.63	\$472.71
					\$397.08	
160282	2/25/2016	8467800	OVIVO USA LLC	ASTD CLARIFIER PARTS	\$467.59	\$467.59
160235	2/25/2016	92863	ATS ELECTRO LUBE INC	10 CENTRIFUGE AUTOLUBERS	\$466.51	\$466.51
160201	2/18/2016	3J0432	HARRINGTON INDUSTRIAL PLASTICS	10 EA PIECES OF PVC PIPE	\$461.01	\$461.01
160343	3/3/2016	289726	RKI INSTRUMENTS INC	2 OXYGEN SENSORS & 50 SENSOR COVERS	\$429.00	\$429.00
160246	2/25/2016	53279	CITYLEAF INC	PLANT MAINTENANCE - FEB 2016	\$420.24	\$420.24
160324	3/3/2016	80119	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$78.34	\$420.22
	3/3/2016	80097		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$341.88	
160236	2/25/2016	86699	BARNETT MEDICAL SERVICES LLC	60 LBS PHARMACEUTICAL WASTE REMOVAL	\$85.00	\$419.00
	2/25/2016	87628		60 LBS PHARMACEUTICAL WASTE REMOVAL	\$85.00	
	2/25/2016	87309		70 LBS PHARMACEUTICAL WASTE REMOVAL	\$85.00	
	2/25/2016	87056		140 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	
160313	3/3/2016	54530799	CINTAS CORPORATION	1 JACKET - HARRIS & 2 JACKETS - LEE	\$409.99	\$409.99
160298	2/25/2016	8043803961	VWR INTERNATIONAL LLC	2 PKS VIAL COD DIGESTION HR	\$402.84	\$402.84
160184	2/18/2016	128483001	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$362.17	\$362.17
160260	2/25/2016	116524288	FREMONT URGENT CARE CENTER	2 NEW HIRE PHYSICALS	\$326.00	\$362.00
	2/25/2016	116524143.1		1 NEW HIRE TEST	\$36.00	

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160238	2/25/2016	11129670	BLAISDELL'S	1 TONER		
					\$200.17	\$350.04
	2/25/2016	11132290		ASTD OFFICE SUPPLIES		
					\$60.24	
	2/25/2016	11125290		1 CRG LAMINATE 12"X100'		
					\$82.49	
	2/25/2016	11120370		1 STAMP PAD		
					\$7.14	
160356	3/3/2016	180240016	TRENCH PLATE RENTAL COMPANY	28 DAYS TRENCH PLATE & EYEBOLT RENTAL		
					\$350.00	\$350.00
160240	2/25/2016	19582	BRITECH ELECTROPOLISHING	CLEANING & PASSIVATION OF CONTAINERS		
					\$340.00	\$340.00
160191	2/18/2016	200102	CLARK'S HOME AND GARDEN INC	1 YD CONCRETE 6SK/2 STEP TOOLS		
					\$316.69	\$316.69
160203	2/18/2016	5587593	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS		
					\$309.56	\$309.56
160320	3/3/2016	1000409899	ENVIRONMENTAL EXPRESS	ASTD LAB SUPPLIES		
					\$306.89	\$306.89
160182	2/18/2016	6013101	ALPHA ANALYTICAL LABORATORIES	16 LAB SAMPLE ANALYSIS		
					\$285.00	\$285.00
160314	3/3/2016	54530423	CINTAS CORPORATION	1 THERMAL-LINED SWEATSHIRT - HERLIHY		
					\$101.37	\$274.22
	3/3/2016	54526293		1 WINTER JACKET - SHONG		
					\$172.85	
160209	2/18/2016	241681	PRESTIGE LENS LAB	SAFETY GLASSES - LU		
					\$272.66	\$272.66
160248	2/25/2016	22299	CLI-METRICS SERVICE COMPANY	SERVICE REQUEST: HOT WATER LOOPS LEAKING		
					\$270.00	\$270.00
160216	2/18/2016	20160201	SPOK INC	FEBRUARY 2016 PAGER SERVICE		
					\$269.50	\$269.50
160289	2/25/2016	120183	PREFERRED ALLIANCE INC	JANUARY 2016 SERVICE FEE		
					\$265.20	\$265.20
160221	2/18/2016	6587	TURNER RISK CONSULTING INC	TRENCHING EXCAVATION SHORING TRAINING - LEBON		
					\$250.00	\$250.00
160330	3/3/2016	200864455	IRON MOUNTAIN	DATA/MEDIA OFF-SITE STORAGE - JAN 2016		
					\$245.51	\$245.51
160346	3/3/2016	85340220160219	SAN FRANCISCO WATER DEPT	SERVICE 01/22/16 TO 02/18/16		
					\$235.99	\$235.99

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160181	2/18/2016	5132823	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS		
					\$235.67	\$235.67
160363	3/3/2016	20160301	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP A LOPEZ		
					\$235.00	\$235.00
160234	2/25/2016	1741767	ANALYSTS, INC.	15 LAB SAMPLE ANALYSIS		
					\$232.00	\$232.00
160336	3/3/2016	20160302	NEW HAVEN UNIFIED SCHOOL DISTR	APP FEE FOR NEW HAVEN USD FACILITIES USE PERMIT		
					\$228.39	\$228.39
160278	2/25/2016	50344836	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		
					\$93.04	\$226.76
	2/25/2016	50502185		3 EA GAUGES	\$92.97	
	2/25/2016	50497726		CREDIT FOR BRONZE GATE VALVE; INV 49574784	\$-79.13	
	2/25/2016	50328354		4 EA THREADED-STEM SWIVEL CASTERS	\$52.39	
	2/25/2016	50422962		2 EA NEEDLE VALVES	\$76.48	
	2/25/2016	50203400		1 EA NEEDLE VALVE	\$40.53	
	2/25/2016	40499064		CREDIT FOR STEEL CHAIN INV 40378413	\$-108.98	
	2/25/2016	50187842		4 EA THREADED-STEM SWIVEL CASTERS	\$59.46	
160362	3/3/2016	35884	WECO INDUSTRIES LLC	1 CONTROLLER ASSY, LOGITECH, F710, WRLSS		
					\$222.64	\$222.64
160270	2/25/2016	975199	INTERNATIONAL PAINT LLC	ASTD PAINT SUPPLIES		
					\$210.52	\$210.52
160340	3/3/2016	20160002	QUICK SPACE RENTALS	GUARD BOOTH RENTAL FEBRUARY 2016		
					\$192.50	\$192.50
160212	2/18/2016	1690000010712	RED WING SHOE STORE	SAFETY SHOES - HARRIS		
					\$186.99	\$186.99
160204	2/18/2016	20160217	KATHLEEN KING	EXP REMIB: COMPUTER (VDT) GLASSES		
					\$173.97	\$173.97
160237	2/25/2016	18709000	BECK'S SHOES	SAFETY SHOES: T. VINING		
					\$139.60	\$139.60
160326	3/3/2016	96875	GREEN LEAF CLEANERS	CLEAN 17 JACKETS		
					\$136.00	\$136.00

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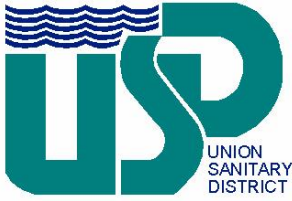
Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160337	3/3/2016	20160301	TRIEU NGUYEN	EXP REIMB: RETIREMENT GIFT FOR K. DESTAFNEY	\$135.00	\$135.00
160255	2/25/2016	90074851722	ENTERPRISE GOV 43-1514861	RENTAL: T. HANDLEY; PALM SPRINGS, CA	\$132.69	\$132.69
160215	2/18/2016	7602078801	RS HUGHES CO INC	24 2XL DRIVER GLOVE KEYSTONE THUMB	\$131.87	\$131.87
160350	3/3/2016	20160229	JENNIFER SIO-KWOK	EXP REIMB: LUNCH TPO COACH RECRUITMENT PANEL	\$65.40	\$124.09
	3/3/2016	20160301		EXP REIMB: K DESTAFNEY RETIREMENT PARTY SUPPLIES	\$58.69	
160304	3/3/2016	5133568	ALL INDUSTRIAL ELECTRIC SUPPLY	16 LEV 13451-20 FLUOR LMPHLDR	\$121.26	\$121.26
160186	2/18/2016	11110760	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$9.50	\$120.05
	2/18/2016	11108920		3 PK NOTE PAPER	\$25.58	
	2/18/2016	11106950		ASTD OFFICE SUPPLIES	\$35.70	
	2/18/2016	11119500		ASTD OFFICE SUPPLIES	\$6.58	
	2/18/2016	11106242		1 BX CLASP ENELOPES	\$6.22	
	2/18/2016	11117460		ASTD OFFICE SUPPLIES	\$36.47	
160224	2/18/2016	9759669764	VERIZON WIRELESS	WIRELESS SERV 01/02/16-02/01/16	\$116.94	\$116.94
160348	3/3/2016	895554541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.88	\$115.88
160342	3/3/2016	79022	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MARCH 2016	\$97.90	\$97.90
160190	2/18/2016	20160211	RAYMOND CHAU	EXP RIEMB: CIP TEAM QTLY SAFETY STRATEGY RECOGNITION	\$89.24	\$89.24
160264	2/25/2016	9940229132	GRAINGER INC	1 EA WET/DRY VACUUM	\$75.57	\$75.57
160213	2/18/2016	20160216	LOUIS RIVERA III	EXP REIMB: MILEAGE FOR CALL OUT	\$73.12	\$73.12
160276	2/25/2016	99667	MCINERNEY & DILLON, P.C.	LEGAL SERVICES	\$72.00	\$72.00

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160319	3/3/2016	20160229	PAUL ELDREDGE	EXP REIMB: TELEPHONE HEADSET	\$69.24	\$69.24
160277	2/25/2016	134482	MCIVORS HARDWARE	ASTD PARTS & MATERIALS	\$61.30	\$61.30
160281	2/25/2016	20160223.2	SHAWN NESGIS	EXP REIMB: SUPPORT TEAM SAFETY AWARD JAN 2016	\$25.00	\$54.00
	2/25/2016	20160223.1		EXP REIMB: DOUGHNUTS FOR CS NORMS MTG	\$29.00	
160263	2/25/2016	80091	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$53.65	\$53.65
160318	3/3/2016	615320160218	DISH NETWORK	MAR 2016 - SERVICE FEE	\$50.90	\$50.90
160232	2/25/2016	4047286120160208	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 02/02/16 - PASEO PADRE	\$45.37	\$45.37
160259	2/25/2016	149556	FREMONT RUBBER STAMP CO INC	1 SELF INKER	\$37.10	\$37.10
160231	2/25/2016	1366	ALAMEDA COUNTY TREASURER	12 ASSESSOR'S MAPS	\$36.00	\$36.00
160274	2/25/2016	77798883	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - JAN 2016	\$35.13	\$35.13
160339	3/3/2016	224720160223	PACIFIC GAS AND ELECTRIC	SERV TO 02/22/16 CS TRAINING TRAILER	\$33.78	\$33.78
160243	2/25/2016	148263	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINTS	\$32.00	\$32.00
160202	2/18/2016	21554	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	\$21.82	\$21.82
160358	3/3/2016	9853066.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/06/16	\$17.93	\$17.93
160295	2/25/2016	9853056.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/30/16	\$10.79	\$10.79
160322	3/3/2016	1113544	FASTENAL	ASTD PARTS & MATERIALS	\$4.55	\$4.55

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
Invoices:				Checks:		
Credit Memos :		3	-276.10			
\$0 - \$1,000 :		217	58,097.94	\$0 - \$1,000 :	105	40,076.66
\$1,000 - \$10,000 :		73	236,491.81	\$1,000 - \$10,000 :	58	200,111.48
\$10,000 - \$100,000 :		21	606,145.82	\$10,000 - \$100,000 :	20	555,005.12
Over \$100,000 :		4	544,665.87	Over \$100,000 :	5	649,932.08
Total:		318	1,445,125.34	Total:	188	1,445,125.34



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: March 7, 2016

MEMO TO: Board of Directors – Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Pamela Arends-King, Business Services Manager/Chief Financial Officer

SUBJECT: Agenda Item No. 14b - Meeting of March 14, 2016
Information Item: **Audit and Comprehensive Annual Financial Report (CAFR)**
Completion Timeline

Recommendation:

Receive the informational report regarding the fiscal year 2015 audit and completion of the Comprehensive Annual Financial Report (CAFR), the proposed timeline for future audits/CAFRs, and provide direction to staff as necessary.

Background:

The fiscal year 2015 audit and CAFR was completed at a later date than in previous years. Historically, the typical timeline to complete the audit report and the CAFR has been mid-November to mid-December. This timeline coincides with the neighboring agencies that responded to our inquiries (See attachment A). Those agencies stated their typical timeline for completion of the audit and CAFR is mid-October to mid-December.

The mid-November to mid-December timeline for the completion of the CAFR is typical because of the many requirements that need to be completed before the auditors can render an opinion. Year-end closing consists of accruing liabilities and revenues through August; preparing various prepared-by-client work papers that need to be completed after the accrual of the liabilities and revenues and before the auditors start the fieldwork; and sending confirmation letters to various third parties such as banks holding the District's accounts. District general counsel is sent an Attorney confirmation letter requesting information regarding current litigation and future litigation that may impact the audit up until the auditors render their opinion letter. Also, staff

must compare the audited financial report with actual general ledger financial information for accuracy before the opinion letter is rendered.

Fiscal year 2015 was a challenging year for completion of the audit report and CAFR due to implementation of Governmental Standards Board (GASB) statement No. 68, Accounting and Financial Reporting for Pensions; and GASB Statement No. 71, that added additional requirements and clarification to GASB 68. Due to the additional time involved with the implementation of GASB 68 and 71, the majority of neighboring agencies that responded to our inquiries completed their CAFR mid-December to late December which is later than their typical timeline.

The implementation of GASB 68 and 71 required CalPERS to provide audited actuarial information regarding the District's pension obligations. GASB 68 and 71 also required the auditors and staff to verify the CalPERS information and calculate the pension liability at a market value different than how CalPERS normally calculates the liability. In addition, the American Institute of Certified Public Accountants were making interpretations for implementation of GASB 68 and 71 while audit fieldwork was being completed. These factors delayed the completion of field work and audit report for the District, therefore the audit report was not submitted to the audit committee until mid-December. Also, the retirement of the Business Services Manager and replacement of that position during the time of the audit fieldwork placed more duties on staff, therefore the completion was much later than in previous years. The CAFR was completed and submitted to the Board February 11, 2016.

Next Steps

The District historically presents the audit report, which is the audited financial statements including the auditor's opinion, for informational purposes to the audit committee and then the full Board. The CAFR has been typically completed after this audit report is presented. The CAFR includes the aforementioned audit report and the auditor's opinion as well as additional financial and statistical information to provide a more complete assessment of the District's financial picture. Moving forward, staff is recommending the audit report and CAFR be presented to the audit committee and then the full Board as one complete document. Presenting the completed CAFR to the audit committee and the full Board provides the opportunity for the auditors to review the CAFR since the audit report with the opinion letter is part of the document. Baring similar events or requirements, such as implementation of additional GASB rules, the goal for completing the CAFR in future fiscal years will be the second meeting in October and no later than the first meeting in December.

Attachment A: Responses to District's Inquiries for the 2015 Audit and Completion of
Comprehensive Annual Financial Report

Attachment A

Responses to District's Inquiries for the 2015 Audit and Completion of Comprehensive Annual Financial Report

<u>Agency</u>	<u>Date Completed</u>	<u>Staff*</u>	<u>Typical Timeline</u>
ACWD	10/19/15	3	Mid October to Mid November
Castro Valley Sanitary District	12/18/15	1.5	Mid December
Central Contra Costa Sanitary District	December	various	October
Dublin San Ramon Services	12/18/15	3	Mid October to Mid December
EBDA	11/19/15	2	Mid November
City of Fremont	12/14/15	9	Early to Mid December
City of Hayward	12/16/15	2.5	Mid October to Mid November
Oro Loma Sanitary District	12/22/15	2	Mid to Late December
City of San Leandro	12/23/15	4	Late December
City of Union City	2/25/16	5	Early to Mid December
Union Sanitary District	2/11/2016	1	Mid November to Mid December

* - Number of Full Time Equivalent Staff that prepare the CAFR and work with the auditors.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: March 1, 2016

TO: Board of Directors, Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Mohammad Ghoury, Engineering Technician/FY15 Alternate Compensation Committee Leader

SUBJECT: Agenda Item No. 14c - Meeting of March 7, 2016
Information Item: **Alternate Compensation Program, FY 2015**

Recommendation

Information Only.

Background

The District's Alternate Compensation Program was established in April 2003 to recognize positive employee contributions and ensure employees are aware that their extra endeavors are valued. During the 2012 Contract Negotiations, the Negotiations Team tackled the issue of what should be done to address employee dissatisfaction with the Program and agreed upon the following changes:

- The amount of funding allocated to the Program decreased from \$50,000 to \$35,000 per fiscal year.
- While the original intent of the program remained the same, including the type of activities rewarded, a higher standard was established for achieving recognition awards, not only because of the reduced funding but also because there had been a widespread perception that many awards given were actually within the scope of employees' regular work.

A joint labor-management task force spent over a year developing the rules for the new Alternate Compensation Program within the guidelines established by the Negotiations Team. The new program components include:

- Alternate Compensation Committee: This Committee previously consisted of eight members; four Classified and four Unclassified employees including a member of the Executive Team. The new Committee consists of five Quality Star Points, one per Work Group, and no members of

management. All Committee members rotate out each July. The Committee's facilitator is the Organizational Performance Program Manager (OPPM), Laurie Brenner.

- Annual Goals Program: The JLMC adopted revised Annual Goals Program rules in April 2014, which included the following:
 - \$20,000 is allocated each year of the labor contract for Annual Goals; as compared to \$40,000 under the previous Alternate Compensation Annual Goals Program.
 - At least two team members must participate to qualify for a goal award. Individual projects are no longer recognized under the Annual Goals Program.
 - Team goal projects must consist of work that is considered above and beyond the normal scope of work.
 - Each Team may submit only one project for a Goals Award. Cross-team projects no longer qualify.
 - The project team must hold regular project check-ins at team meetings.
- Career Development & Certification (CDC) Program: Employees obtaining individual certifications previously qualified under the Annual Goals Program; however, career development initiatives and certifications became a separate program with \$10,000 allocated each year of the contract for achievement of individual employee Career Development Goals, including obtaining certifications beyond those needed for the job other than those monetary awards outlined in the MOU for certification/recertification.
- Special Recognition Program: The Special Recognition Program was redesigned to facilitate better transparency and consistency in standards required to achieve an award. Under the revised program:
 - \$5,000 is allocated during each year of the contract (\$1,200/quarter), as compared to \$10,000 previously allocated annually for this program.
 - Activities that can be recognized include those that result in cost savings of greater than \$500; safety, environmental, or time/efficiency/process/quality improvements; noteworthy internal or external customer service; knowledge capture and transfer; and individual learning and growth that does not qualify for the CDC Program.
 - Nominations may be submitted by the employee for him/herself with verification by one other employee, a Coach, a Manager, a Team, or a co-worker.
 - Nominations no longer require Coach Approval before being forwarded to the Committee.

Annual Goals Awards

The first Goals ceremony for the revised Program was held in October 2014. During Fiscal Year 2015, 9 Goals awards were presented to 47 employees with monetary awards totaling \$29, 200 (unused CDC and Special Recognition funds were added to the \$20,000 Goals allocation). Members from 9 teams received Annual Goals Awards, with each share equaling \$858.02. Examples of these Goals are:

- **Collection Services (CS) Support Team**: The Support Team implemented a “green” process improvement by researching and installing dual flush toilet handles and valves in restrooms in the Administration, CS, TPO, and FMC buildings with the purpose of reducing water usage and saving the District money in water costs.
- **Electrical Support (ES) Team**: The ES Team, a relatively newly created team, had not yet established measurements that were integrated into the District's Mission and Vision. The team met

frequently with the Organizational Performance Program Manager, brainstormed, and established new and relevant measures to ascertain team performance. They worked together to create reports to enable them to compute and summarize data findings, created a team scorecard, and now monitor and discuss the scorecard at team meetings so they can see their progress and identify any areas that may need improvement.

- **Total Productive Operations (TPO) – Nights:** The TPO Night Shift addressed the problem of general Plant organization, appearance, and general safety in the main Odor Control Building (OCB) pump room. The group performed a significant amount of work including removing all fire and tripping hazards, removing/properly disposing of chemical waste, installing racking for storage and creating magnetized inventory labels – to name only some of the work completed. The immediate result was improved storage options for necessary piping and valves stored in the pump room, better inventory control and asset tracking capability, increased efficiency, and improved workflow. In addition, the group established regular audits to ensure the pump room remains organized and safe.

Career Development & Certification (CDC) Program

The first awards ceremony including CDC awards was also held in October 2014. For Fiscal Year 2015, five CDC awards were presented to employees with monetary awards ranging from \$1,000 to \$2108.82, totaling \$5,500. The CDC awards presented included:

- **Kim Truong (MMT):** Obtained Executive Certificate in Public Procurement (Graduate Level)
- **Kevin Coffee (CS):** Obtained CWEA Collection Systems Worker Grade 3 certification
- **Matt Lubina (CS):** Obtained CWEA Collection Systems Worker Grade 3 certification
- **Jose Rodrigues (CS):** Obtained CWEA Collection Systems Worker Grade 3 certification
- **Eloy Sepulveda (FMC):** Obtained Industrial Maintenance Certificate, Laney College

Special Recognition Awards

The first awards under this program were presented in February, 2015, and included the following:

- **Victor Vasut, Johnny Powell, Kevin Clennon, Jose Rodrigues, Marco Lopez (\$30 each) (CS):** These employees went the extra mile by locating a customer's treasured family ring which their son had flushed down the toilet. They cleaned seven structures, and after finishing vacuuming the last setup took the time to go through the debris and found the ring. The family was extremely grateful.
- **Lilly De Mello (\$120) and Mariela Espinosa (\$30) (CST):** Lilly and Mariela identified a problem with inaccurate billings for mobile home park owners which had resulted in the necessity of providing customer refund, causing customer dissatisfaction and additional work. To correct this problem, they devised a coding verification process that positively impacted their work efficiency and customer satisfaction.

From the many achievements and improvements listed above, it is evident that the Alternate Compensation Program continues to provide acknowledgement and encouragement to many innovative and noteworthy process improvement projects and actions.



Summary of the EBDA Commission Meeting
Thursday, February 18, 2016, at 9:30 a.m.
Prepared by: P. Eldredge

- Commissioners Dias, Handley, Johnson, and Peixoto were present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes, List of Disbursements, and Treasurer's Report.
- The Commission unanimously approved the reports from the General Manager, Managers Advisory, Financial Management, Regulatory Affairs, and Operations & Maintenance committees. The following items were discussed:
- **General Managers Report** - General Manager Connor advised the Commission that due to a PG&E issue the OLEPS lost power on Wednesday, February 17. With the redundancy that is in place at the pump station the system ran uninterrupted.
- **Managers Advisory Committee (MAC)** met with General Manager Connor on February 17, 2016. The MAC discussed the NPDES annual reporting and billing of recycled water. The Committee reviewed the AEPS Hydraulic Study and the Carollo Engineers, Inc. proposal on flow master plan. The MAC also discussed EBDA's in-kind participation in a WERF grant for Peracetic Acid.
- **Financial Management Committee** approved the January list of disbursements and Treasurer's Report at the meeting of February 16, 2016. In addition, the Committee reviewed the second quarter expense summary for FY 2015/16 and noted overall costs are under budget about \$218,000. The Committee supports two funding resolutions authorizing additional expenses for the EBDA Outfall Pipe Inspection. The change orders will be charged to Renewal and Replacement, Fund 31. Lastly, the Finance Committee continued the discussion on prepayment of EBDA's CalPERS pension liability. The General Manager will provide further information at the March 2016 meeting.
- **Regulatory Affairs Committee** met on February 16, 2016 and discussed permit compliance. The Committee reviewed the NPDES annual report and the recycled water report. The General Manager updated the Committee on proposed recycled water legislation. Lastly, the Committee reviewed BACWA's annual summary for POTWs.
- **Operations and Maintenance (O&M) Committee** met on February 8, 2016, and was updated on EBDA's performance and the status of O&M projects. The Committee discussed two resolutions associated with additional funding of the Outfall Pipe Inspection. The Committee suggested changes to clarify the expanded scope for the maintenance repairs to the diffuser section and the emergency repairs to the failed clamp

assembly. The O&M Committee expressed their support of the two resolutions with noted changes.

- **Ad Hoc Committee** met on February 17, 2016 to discuss EBDA's recycled water policy. Additionally, the Committee asked the General Manager to review the Red Oak Consulting study findings on EBDA's long term strategic plan with the MAC.

The Commission unanimously passed the following:

- Commissioner Peixoto moved to authorize Amendment No. 1 to the Underwater Resources, Inc. contract in the amount of \$93,807 for maintenance and emergency repairs associated with the Outfall Pipe Inspection. The motion was seconded by Commissioner Handley and carried unanimously, 4-0.

Ayes:	Commissioners Handley, Johnson, Peixoto, and Chair Dias
Noes:	None
Absent:	Commissioner Prola
Abstain:	None

- Commissioner Handley moved to authorize Amendment No. 2 to the Brown and Caldwell contract in the amount of \$30,000 for additional engineering services associated with the inspection and repair of the Outfall Pipe. The motion was seconded by Commissioner Peixoto and carried unanimously, 4-0.

Ayes:	Commissioners Handley, Johnson, Peixoto, and Chair Dias
Noes:	None
Absent:	Commissioner Prola
Abstain:	None

When it goes down the drain

Tri-City Voice

February 16, 2016

What happens to “stuff” flushed down the drain? Most of us don’t dwell on this but safe, effective treatment and disposal of waste is a primary concern. A well-known jingle of an international plumbing concern promises consumers that when faced with clogs and stoppages, they can “make your troubles go down the drain.” But, what happens after your “troubles” are flushed away?

To find out, Tri-City Voice asked Union Sanitary District (USD) General Manager Paul Eldredge and Communications & Intergovernmental Relations Coordinator Michelle Powell about District responsibilities and actions.

“When people flush their toilet, take a shower or do their laundry, that water goes somewhere,” says Eldredge. He adds that most USD customers probably have a general idea but the industry is very complex and highly regulated to make sure that treatment is effective and environmentally sensitive. In addition to servicing the general population, 99 “permitted” industries are monitored by USD to contain and block restricted substances from entering the sewer system. Operation, maintenance and replacement of facilities and equipment - \$650 million of assets - is a major task, to assure that 33 million gallons of waste water are treated effectively every day.

USD has been around since 1918. Prior to the 1970’s, three separate treatment plants operated but were then consolidated at a single location in Union City. Pump stations replaced those facilities; the system now has seven pump locations. As an independent special district designed to meet a specific need, USD’s Board of Directors is elected by the public to oversee and safeguard this vital public utility. Constant maintenance and quality control are achieved through a combination of disciplines - operations, laboratory testing, biology, chemistry and engineering - to service approximately 7,000 pieces of equipment and 800 miles of pipe.

After waste water is treated, it travels through a pipeline, jointly owned by several sanitation districts, to an outfall in the San Francisco Bay just south of the Oakland Airport. Each agency must satisfy State regulations at its own plant before releasing waste water into the pipeline. The location was chosen since it is affected by tidal currents that disperse the effluent. In addition, 20,000 tons of bio-solids are collected at USD for fertilizer or composted for agricultural uses.

Currently, reclaimed waste water is restricted to industrial uses at the USD plant. In order to use this type of water in other locations (i.e. park irrigation or recharge groundwater), several more levels of treatment would be necessary. A feasibility analysis is being done to determine if it makes sense to partner with Alameda County Water District in such an effort. From a water scarcity standpoint, it may make sense but a major decision remains to determine if it makes sense from a business/financial perspective.



Grease-filled pipe Image courtesy of The Drain Strainer

A major problem for the industry is grease and oil buildup in pipes. Much effort and outreach has helped USD to contain the problem, but it is of constant concern. Use of alternative disposal is the most effective deterrent to clogged pipes. For oils that do not solidify easily, waste disposal companies often offer a take back program. Another concern is disposal of unused medicines and pharmaceuticals. Currently select locations are available to accept them instead of using drains where removing them is an exceptionally difficult problem. A list of disposal sites can be found at: <http://www.unionsanitary.com/safeMedicineDisposal.htm>



USD solar array in South Fremont

Energy efficiency is a high priority at USD. Through solar panels and co-gen power engines producing energy from methane gas released through the digesting process, about 50-70 percent of power needs are generated internally. In addition, all areas of the system - pumps and air blowers - that consume large amounts of energy are scrutinized for less energy intensive alternatives. A pilot program is studying the effects of using high efficiency blowers. Use, maintenance and replacement of pumps is also under study. Conventional lighting is being replaced by LED. "From very small to very large, we are looking at our energy footprint," says Eldredge.



USD Cogeneration engines

USD's treatment plant has capacity for growth currently taking place but build-out of the service area over the next 30-40 years will probably require additional capacity. Eldredge says that the recent rate increase is, however, unrelated to future expansion; it is designed to sustain operations and maintenance. He adds that developments requiring new services pay connection fees to support additional infrastructure.

Employees of USD vary and are specialized. Operators need to be State certified through a vigorous process and 15 engineers (13 registered) are part of the team. Ten employees hold advanced degrees. "We have a highly skilled work force" that requires competitive salaries and benefits, says Eldredge. It is "remarkable" that the District is able to do so much with 137 employees. Sometimes we are asked to respond to a trouble call at 3 o'clock in the morning and the responding crew may be at the site for 16 hours. This can happen without public inconvenience or disruption because we maintain our network beneath the streets.

Want to know more? Visit www.unionsanitary.com or call Michelle or Paul at (510) 477-7500 to arrange personal or group tours.



California's 1st 'Drug Donation Pharmacy' Opens in San Jose

Published at 6:32 AM PST on Feb 16, 2016

Contact Lisa Fernandez at lisa.fernandez@nbcuni.com or 408-432-4758. Follow on Twitter at [@ljfernandez](https://twitter.com/ljfernandez).

The inventory of available medications is posted online.

By [Lisa Fernandez](#), [Kris Sanchez](#) and [LiLi Tan](#)

It's not usually news when a pharmacy opens in town.

But the Better Health Pharmacy in San Jose is garnering headlines ahead of its grand opening Tuesday morning as organizers billed it as California's first "drug donation pharmacy." The goal is to prevent mounds of unused pills - from Abacavir to Zyprexa - from ending up in the state's waterways and air, county leaders say, and distribute these recycled pills to those in need at no cost.

Cynthia Anderson is one person in need. She said she panicked when her husband suffered a stroke soon after she was laid off from her job.

"It was terrible because I thought, *Oh it's my fault that we don't have the insurance*. But we came here and we brought all of his prescriptions...We left the same day with more than half the medications he needed," Anderson said.

Anderson says she's come to the Better Health Pharmacy twice since its soft opening in August. Since then, the pharmacy has helped about 400 patients with 700 prescriptions.

Georgia was the first state to enact such a program in the United States, followed by more than a dozen others. Iowa's is considered one of the more successful, according to the [National Conference of State Legislatures](#), recycling more than \$5 million worth of drugs to nearly 27,000 residents from 2007-2012.

Santa Clara County Public Health Department spokeswoman Johann Silverthorne said the pharmacy is the first in state dedicated to "collecting and dispensing unused, unopened, and unexpired medications from state-regulated facilities to patients, for free."

"Nothing. We paid absolutely nothing," Anderson said, relieved.

Because this pharmacy is a nonprofit, and the medications are donated, mostly by nursing homes, there is no charge and no copays, [county leaders stressed](#).

“We’ve got perfectly good unused medications on one side of town, and we’ve got folks desperately in need on the other side of town,” County Supervisor Joe Simitian said during the grand opening.

Simitian says though the idea took 10 years to implement, both republicans and democrats agreed to the plan: “They like the idea it was actually going to save taxpayers a few bucks because if we were finding the medications from donors rather than requiring public agency to pay for them, then there was going to be no cost to the taxpayers.”

That said, California laws prevent the swapping of certain controlled drugs. [Those include](#) pain medications such as Norco, Vicodin, Percocet, Oxycontin, Codeine and anxiety medications.

The pharmacy is licensed by the California Board of Pharmacy, and all donated medications are inspected by on-site pharmacists handing out the pills, according to the [pharmacy's FAQ site](#).

Silverthorne said the great need for access to free prescription medications, coupled with the county’s desire to decrease waste and lower health care costs – led to a plan to expand the program and create a permanent home for the pharmacy, now located at 725 E. Santa Clara St., #202 in San Jose.

She also cited statistics that show unused medications are a huge problem in the United States: Each year, about \$2 billion worth of medications are thrown away by skilled nursing facilities; \$100 million of this is in California. The hope, she said, is that Better Health Pharmacy can help salvage roughly 10 million prescriptions, equally about \$700 million dollars in savings, according to a [2015 Stanford University discussing five](#) Stanford medical students who brainstormed on how to recycle unused drugs. Their idea became law in 2005, sponsored by state Senator Joe Simitian.

In addition, many people can’t afford their prescriptions, Silverthorne said. According to a 2010 report, 23 percent of American adults reported missing a dose or skipping prescriptions due to cost. This program helps ease that financial burden, she said. Anyone with a [valid prescription](#) can receive medication from the pharmacy as long as it's in stock.

“Many of them are going without meds, so I thought this was a great service,” said Jennifer Yoon, assistant director of pharmacy services.

At the moment, anyone with a valid prescription can receive medication from the pharmacy as long as it's in stock.

“As long as you have a valid ID, valid prescription from a physician, nothing will stop you from using our pharmacy,” Yoon said.

In 2015, the Santa Clara County Board of Supervisors, voted to fund the Better Health Pharmacy, which helped secure and remodel existing office space in the Mediplex building, in downtown San Jose.

The medication repository program was started in Santa Clara County in 2008, and until recently, was run out of the Public Health Department Pharmacy located at 976 Lenzen Avenue, in San Jose.

Silverthorne said the small pharmacy grew into a 16-hour per week service operated by nine volunteers, with oversight provided by Public Health Department Pharmacy staff. Since its inception the program has dispensed more than 8,700 prescriptions; a savings of more than \$400,000, she said.

[Better Health Pharmacy](#) accepts any valid prescription, serving patients who cannot afford their medications. Hours are Monday, Tuesday, Wednesday from 4 p.m. to 8 p.m. and Saturday from 9 a.m. to 1 p.m. [The inventory of available medications are posted online](#). For more information about the Better Health Pharmacy, including hours, location and how to use the pharmacy, please visit: www.BetterHealthRX.org.

The Argus

Revisiting solution

Old H2O idea not so murky any more

East Bay poll: 63% open to using waste water, once it's treated, stored, aged

By Denis Cuff

February 18, 2016

dcuff@bayareanewsgroup.com

After suffering through four years of drought, East Bay residents appear willing to swallow the idea of getting some of their drinking water from the sewer.

Some 63 percent of residents in Livermore, Pleasanton, Dublin and part of San Ramon would be willing to drink tap water mixed with highly purified effluent from a sewage treatment plant after it is stored and aged underground, according to a telephone poll of 600 registered voters in November.

Bolstered by the poll, a partnership of Tri-Valley water officials is proposing a \$500,000, 18-month feasibility study on options for a recycling water project to supplement regular drinking supplies.

Boards for five water agencies in the area will be asked in the next two or three months to agree to share in costs of the study.

While the poll found some people are uncomfortable with drinking recycled water no matter how diluted or purified, Tri-Valley water officials see the proposal as a way to ease shortages like those that gripped the area during the past two years of drought.

"Using recycled water will help the city and this area ride out droughts," said Karla Brown, a Pleasanton councilwoman. "The survey was very optimistic about the public being open to the discussion of using recycled water in some form of drinking water."

The project could become the second in the Bay Area. San Jose and the Santa Clara Valley Water District are further along in studies on a similar plan to recharge groundwater basins with treated effluent. Orange County has put effluent in drinking water basins for years.

Faced with higher drought rates, Tri-Valley homeowners last summer turned to recycled water in droves, with more than 2,500 of them hauling home free recycled water from a sewer plant in Pleasanton to irrigate landscaping.

Leon Jung, a Dublin resident, was one of them. He said he would be willing to drink water with purified effluent if he were confident water agencies properly checked its safety.

"I know you can make it safe," Jung said, "but I am not sure the public is going to go for it after the problems with lead in the water in Flint, Michigan. You have to trust the water managers to make sure the water is safe, and that didn't happen in Flint."

Officials note that the Tri-Valley's regular state drinking supply from the Delta is partially recycled because it includes treated effluent from Sacramento and Stockton sewer plants that flows into the Delta.

Under the proposal, wastewater would be treated with reverse osmosis filters, similar to those used to desalinize seawater, and ultraviolet lamps to provide a higher level of treatment than with existing drinking water.

The water would then be stored in aquifers beneath the Livermore and Amador valleys used to store water for Alameda County Zone 7 Water Agency.

In dry years, the water would be tapped to supplement drinking water.

Livermore Mayor John Marchand, a water chemist, said the time has arrived to put effluent in drinking water basins, but he added that strong safeguards are needed to protect quality.

He said he favors percolating the effluent into the ground slowly rather than injecting it rapidly in case unexpected problems surface.

Marchand also said he agrees with the poll respondents that it's better to age the purified water underground rather than ship it directly to houses; Tri-Valley officials ruled out the latter option last week.

"People feel more comfortable if the water has been touched by nature," Marchand said.

The proposal could boost Tri-Valley water supplies perhaps 10 percent, said Dan McIntyre, engineering services manager for the Dublin San Ramon Services District.

"This is water that is already here and water that we control," McIntyre said.

The poll reflects a dramatic shift in public opinion from 2000, when a torrent of public criticism forced the Dublin San Ramon Services District to scuttle a pilot project known then as "toilet to tap."

Some 30 percent "strongly support" and 33 percent "somewhat support" the plan, reported pollsters at Fairbank, Maslin, Maullin, Metz and Associates .

Support was strongest in Livermore with 68 percent, and weakest in Pleasanton with 59 percent. The plan was supported by 64 percent of respondents in the Dublin San Ramon Services District.

Officials said they could try to fund the recycling project by seeking state grants from a state water bond measure voters approved in 2014.

In another step toward winning acceptance for recycled water, a Bay Area lawmaker introduced a bill Wednesday that would permit water agencies to bottle purified effluent and give it away for educational purposes.

"This is the water that the astronauts drink," said Assemblyman Rich Gordon, D-Menlo Park.

He said he drank purified effluent from the Santa Clara Valley Water District and found it clear and delicious.

Contact Denis Cuff at 925-943-8267. Follow him at [Twitter.com/deniscuff](https://twitter.com/deniscuff).



Sue Stephenson, the community affairs supervisor at the Dublin San Ramon Services District, stands next to part of the remains of a reverse osmosis water pilot treatment plant.

Does more rain and snow equal rising water levels?



Graphic by Kristiana Federe/The Pioneer

Raymundo Pedroza,

Contributor

February 18, 2016

It isn't a secret that California has recently experienced one of the worst droughts in over 100 years.

However, that changed this past month: Bay Area streets flooded, coastal properties were

destroyed and traffic increased, as the region saw above-average levels of rain and snow in the region.

Stephanie Nevins, the county's water conservation supervisor, stated that to date this year, precipitation is on the high side of Alameda County's Water District's area.

"But we had four very dry years," Nevins said. "It is going to take more than a high average to pull us completely out of the drought, but of course it has helped us."

According to the National Oceanic and Atmospheric Administration, the tri-city area — Newark, Fremont, Union City — received two to three inches of rain in December, up from less than .10 inches in December 2011, when the drought started.

Elizabeth Scott, public affairs spokeswoman for California Department of Water Resources, stated that historically California's multi year droughts have ended by with an above-average water year. A "water year" begins in October and to date the statewide water year precipitation is 105 percent above average, Scott explained.

January was an above average precipitation month for California, with a statewide precipitation was 135 percent of average, according to the California Climate Tracker at the Western Region Climate Center.

Although this put a huge dent in our current drought problem, California is a long way from drought free.

This El Niño season is now tied with with the one from 1997-98 for the strongest on record, Mike Halpert, deputy director of the Federal Climate Prediction Center, explained to the Associated Press on Jan. 5.

The end of a drought is determined by many factors. In California's case, it relies heavily on snowpack, the total amount of snow and ice on the ground.

California's water is supplied in part by the snowpack in the Sierra and Cascade mountain ranges. After winter flood season has passed and the warmer months come, snowmelt runoff for later in the season can begin, Scott said.

According to the California Department of Water Resources, in a normal year the snowpack supplies about 30 percent of California's water needs as it melts in the spring and early summer. The greater the snowpack water content, the greater the likelihood California's reservoirs will receive ample runoff as the snowpack melts to meet the state's water demand in the summer and fall of 2016.

On Feb. 2, the DWR conducted their second snow survey of the winter at the Phillips snow course, which lies 90 miles east of Sacramento. Surveyors found the snowpack water content there much improved compared to the early February survey last year.

The team led by Frank Gehrke, chief of the California cooperative snow surveys program, found snow water to be 130 percent above February's normal average of 19.5 inches since 1966, this year.

Last year, Gehrke recorded a water content of just 2.5 inches in the February survey. Both the depth and water content at Phillips today were the highest since 2005 with other 10 times more water content, according to the DWR.

Although the state has been blessed with rising rain and snow levels, it is still important for Californians to conserve as much water as possible.

A press release from the DWR urges that, "Each individual act of conservation such as letting the lawn go brown or replacing a washer in a faucet to stop a leak, makes a difference over time."

Ross Valley Sanitary District scores court win, sets precedent

By [Richard Halstead](#), Marin Independent Journal

Posted: 02/22/16, 6:23 PM PST

An appellate court decision in a case involving the Ross Valley Sanitary District could serve as a precedent for sanitary districts throughout the state to do more pipe repairs using in-house employees rather than putting the jobs out for competitive bid.

Last week, the 1st District Court of Appeal in San Francisco reversed a 2013 ruling by Marin Superior Court Judge Roy Chernus that ordered the Ross Valley Sanitary District to stop using its own employees to do sewer system improvement projects costing over \$15,000.

“It’s a very important decision because it means we can serve our constituents better,” said Michael Boorstein, Ross Valley Sanitary District board president.

Chernus granted the writ of mandate at the request of the Construction Industry Force Account Council, a Martinez-based group that represents contractors and unions. The suit cited state public contract code requiring competitive bidding for projects of more than \$15,000.

“It’s very disappointing to us. We disagree with their interpretation,” said Cathryn Hilliard, the council’s executive director, regarding the appellate decision.

Hilliard said no decision has been reached on whether to appeal the ruling.

Rick Wells, chief executive of the Marin Builders Association, said, “This ruling could unfortunately set precedent, potentially decreasing legitimate opportunities for many of our capable, timely and cost efficient private-sector contractors.”

In his decision, Judge Chernus wrote, “The court agrees with petitioner that the total cost of replacing pipe must be considered in determining whether the expenditure exceeds \$15,000 and shall be contracted for and let to the lowest responsible bidder.”

But in its decision the Court of Appeal wrote, “To the contrary, we find nothing in the applicable statutory language or scheme that would limit the District’s autonomy to complete its pipebursting project or projects using its own labor force. The District should thus be free to undertake future pipebursting projects with its own personnel without regard for the projects’ overall costs.”

The council’s original suit accused the sanitary district of violating state competitive bidding law by staffing its own crew for pipe-bursting, a technique in which a torpedo-like tool is used to replace old sewer pipe. At the time, Ross Valley Sanitary District was under pressure from state

regulators to complete a plan to fix three miles of its most seriously deficient pipes by June 2014 at a projected cost of about \$7 million.

Brett Richards, the sanitary district's manager then, said it cost \$1.4 million per mile for contractors to replace pipe, compared with about \$850,000 per mile for the district's in-house crew. But both the council and Marin Builders Association asserted that the district would save time and money by contracting the work out.

At the request of the Ross Valley Sanitary District and the California Association of Sanitary Agencies, the appellate court ordered that its ruling on this matter be published in "Official Reports," bound volumes that contain all opinions of the California Supreme Court and certain citable opinions of the California Courts of Appeal.

Boorstein said because the decision will be published "all of the attorneys which service public utilities like us will absolutely know about it."

The order to publish was issued over the objections of the Construction Industry Force Account Council and California State Controller Betty Yee, who filed an amicus letter in support of the council's objection to publishing.

"If certified for publication, CIFAC v. RVSD will undoubtedly cause substantial confusion among courts, local governments, and the public," wrote Richard Chivaro, chief counsel to the controller.

Hilliard said, "From our perspective, without bidding the public doesn't know what the real cost is, and they are entitled to know."

Boorstein said Ross Valley Sanitary District will continue to contract out for most of its major projects, but he said the ruling would give it added flexibility.

"It's our responsibility to use our labor force to complete projects in a timely fashion," Boorstein said.

Sandeep Karkal, general manager of the Novato Sanitary District, said the decision wouldn't cause him to substitute district workers for outside contractors any time soon.

"We generally hire contractors to do our construction work just because we don't have that kind of capability in-house," Karkal said.

He added, however, that it's "great" that the restrictive \$15,000 limit was struck down because it will give sanitary districts more options.

California water politics could get choppy with new House bill

By Michael Doyle mdoyle@mcclatchydc.com

WASHINGTON

A Sacramento Valley Democrat revealed plans on Tuesday for a big new California water bill that likely will upset some of his colleagues and potentially affect water politics in the U.S. capital.

Rep. John Garamendi, D-Walnut Grove, said his proposal would provide for new dams, spur water transfers and fund emergency drought aid.

"I want to lay down a marker," Garamendi said in an interview Tuesday evening, adding that "we can stake steps to address the drought immediately, and to take long-term measures."

Garamendi's bill will mirror legislation introduced two weeks ago by Democratic Sen. Dianne Feinstein, which was welcomed as a positive step forward by Central Valley farmers. Spanning 184 pages, the Feinstein package was priced at \$1.3 billion.

Garamendi's companion effort, which he said he would introduce soon, was likewise greeted with cautious optimism by some.

Feinstein said in a statement that she was "pleased" that Garamendi is offering a companion to her bill, which she added "candidly is the best we can do at this time" given the circumstances.

"If he is going to introduce a bill, then I'm encouraged," Tom Birmingham, general manager of the Westlands Water District, said in an interview Tuesday. "It shows there are reasonable people out there that want to compromise."

Birmingham is joining Thad Bettner, general manager of the Glenn-Colusa Irrigation District, and others testifying Wednesday at a House water and power subcommittee hearing intended, in part, to make the case for California water legislation.

But the hearing, like Garamendi's and Feinstein's legislation, also reveals the myriad unresolved conflicts that have stymied previous efforts to address the state's drought. House Democrats

who represent the sensitive Sacramento-San Joaquin Delta have been particularly concerned about measures sought by farmers south of the Delta, like those in the 600,000-acre Westlands district.

Until now, Northern California Democrats have been united in their resistance to Republican water bills and in their parallel concern about what Feinstein might offer in compromise. Garamendi's move suggests some cracks in that regional unity, which in turn suggests new political complications ahead.

"Given this legislation's similarities to its Senate companion, I remain deeply concerned with the operational language and the detrimental effects that diverting more water could have on the health of the Delta's fragile ecosystem and the families, farmers, and economies of the region," Rep. Jerry McNerney, D-Stockton, said Tuesday.

Some of the Democrats worry that anything that moves legislation along to a House and Senate conference will result in bad deal, dictated by the Republicans who control both bodies. Last year, House Republicans tapped Garamendi to negotiate with as lawmakers sought a compromise package, but the talks did not succeed.

"We've been playing defense," Garamendi said. "I want to develop a discussion in the House about good ideas for legislation."

The Argus

Reports: Sea levels rising at faster rate

By Seth Borenstein

February 23, 2016

Associated Press

WASHINGTON — Sea levels on Earth are rising several times faster than they have in the past 2,800 years and are accelerating because of man-made global warming, according to new studies.

An international team of scientists dug into two dozen locations across the globe to chart gently rising and falling seas over centuries and millennia. Until the 1880s and the world's industrialization, the fastest seas rose was about 1 to 1.5 inches (3 to 4 centimeters) a century, plus or minus a bit. During that time global sea level really didn't get much higher or lower than 3 inches above or below the 2,000-year average.

But in the 20th century the world's seas rose 5.5 inches. Since 1993 the rate has soared to a foot per century (30 centimeters). And two different studies published Monday in the journal *Proceedings of the National Academy of Sciences*, said by 2100 that the world's oceans will rise between 11 to 52 inches (28 to 131 centimeters), depending on how much heat-trapping gas Earth's industries and vehicles expel.

"There's no question that the 20th century is the fastest," said Rutgers earth and planetary sciences professor Bob Kopp, lead author of the study that looked back at sea levels over the past three millennia. "It's because of the temperature increase in the 20th century which has been driven by fossil fuel use."

To figure out past sea levels and rates of rise and fall, scientists engaged in a "geological detective story," said study co-author Ben Horton, a Rutgers marine scientist. They went around the world looking at salt marshes and other coastal locations and used different clues to figure out what the sea level was at different times. They used single cell organisms that are sensitive to salinity, mangroves, coral, sediments and other clues in cores, Horton said. On top of that, they checked their figures by easy markers such as the rise of lead with the start of the industrial age and isotopes only seen in the atomic age.

When Kopp and colleagues charted the sea level rise over the centuries — they went back 3,000 years, but aren't confident in the most distant 200 years — they saw Earth's sea level was on a downward trend until the industrial age.

Drugs found in Puget Sound salmon from tainted wastewater

Originally published February 23, 2016 at 7:47 pm Updated February 25, 2016 at 11:28 am

From Prozac to caffeine to cholesterol medicine, from ibuprofen to bug spray, researchers found an alphabet soup of drugs and other personal-care products in sewage-treatment wastewater and in the tissue of juvenile chinook in Puget Sound.

By **Lynda V. Mapes**

Seattle Times environment reporter

Puget Sound salmon are on drugs — Prozac, Advil, Benadryl, Lipitor, even cocaine.

Those drugs and dozens of others are showing up in the tissues of juvenile chinook, researchers have found, thanks to tainted wastewater discharge.

The estuary waters near the outfalls of sewage-treatment plants, and effluent sampled at the plants, were cocktails of 81 drugs and personal-care products, with levels detected among the highest in the nation.

The medicine chest of common drugs also included Flonase, Aleve and Tylenol. Paxil, Valium and Zoloft. Tagamet, OxyContin and Darvon. Nicotine and caffeine. Fungicides, antiseptics and anticoagulants. And Cipro and other antibiotics galore.

Why are the levels so high? It could be because people here use more of the drugs detected, or it could be related to wastewater-treatment plants' processes, said Jim Meador, an environmental toxicologist at NOAA's Northwest Fisheries Science Center in Seattle and lead author on a [paper](#) published this week in the journal Environmental Pollution.

“The concentrations in effluent were higher than we expected,” Meador said. “We analyzed samples for 150 compounds and we had 61 percent of them detected in effluent. So we know these are going into the estuaries.”

The samples were gathered over two days in September 2014 from Sinclair Inlet off Bremerton and near the mouth of Blair Waterway in Tacoma’s Commencement Bay.

The chemicals turned up in both the water and the tissues of migratory juvenile chinook salmon and resident staghorn sculpin. If anything, the study probably underreports the amount of drugs in the water closer to outfall pipes, or in deeper water, researchers found.

Even fish tested in the intended control waters in the Nisqually estuary, which receives no direct municipal treatment-plant discharge, tested positive for an alphabet soup of chemicals in supposedly pristine waters.

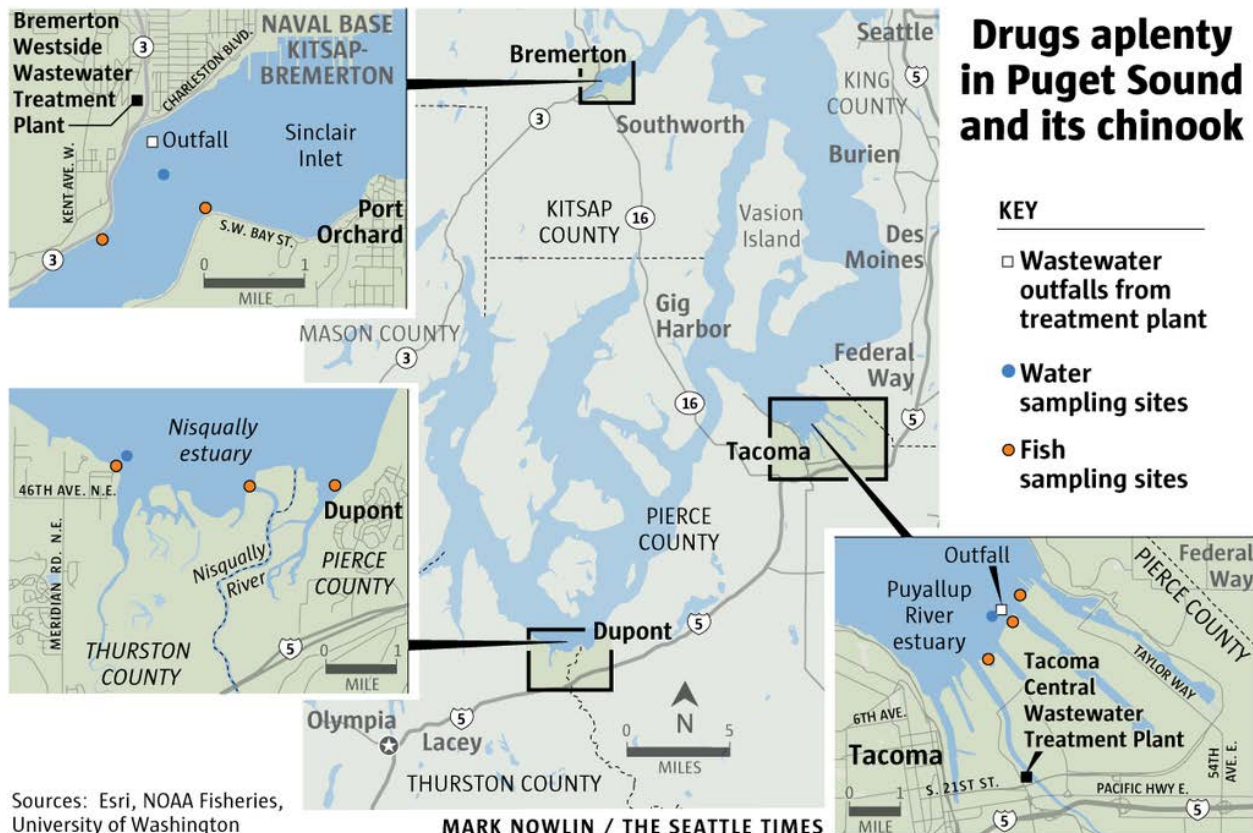
“That was supposed to be our clean reference area,” Meador said. He also was surprised that levels in many cases were higher than in many of the [50 largest wastewater-treatment plants](#) around the nation. Those plants were sampled in another study by the EPA.

The findings are of concern because most of the chemicals detected are not monitored or regulated in wastewater, and there is little or no established science on the environmental toxicity for the vast majority of the compounds detected.

Meador said he doubted there would be effects from the chemicals on human health, because people don’t eat sculpin or juvenile chinook, and levels are probably too low in the water to be active in humans. But one of the reasons the wastewater pollutants studied as a class are called “chemicals of emerging concern” is because so little is known about them.

However, “You have to wonder what it is doing to the fish,” Meador said. His [other recent work](#) has shown that juvenile chinook salmon migrating through contaminated estuaries in Puget Sound die at twice the rate of fish elsewhere.

The drugs detected in the study could be part of the reason, as they have the potential to affect fish growth, behavior, reproduction, immune function and antibiotic resistance.



The drugs selected for testing were chosen on the basis of their widespread use by people, the likelihood of their continued use and the potential for higher levels of contamination in the future as the human population in the Puget Sound region continues to grow.

The results represent only a snapshot, and levels could be higher or lower, seasonally, depending on people’s use of drugs and volumes of

treatment-plant discharge. For instance, levels of DEET (an insect repellent) and antihistamines are probably even higher in summer.

Some regional differences were detected.

Substantially higher concentrations of DEET, caffeine, ibuprofen and female reproductive hormone were found in Bremerton effluent, compared with the Tacoma site, which researchers concluded could be due to differences in usage.

The Puget Sound area contains 106 publicly owned wastewater-treatment plants that discharge to local waters.

The amount of drugs and chemicals from all plants into Puget Sound could be as much as 97,000 pounds every year, the study found.

Unexplored were the presence and effect of drugs in predators that eat the fish, and in other contaminated organisms that the fish eat, such as algae or invertebrates.

The Nisqually estuary was more contaminated than expected with drugs, including cocaine, Cipro and Zantac. The source of the drugs there was unknown, the researchers reported. However, the Nisqually River, Nisqually Reach and McAllister Creek do not meet water-quality standards for fecal coliform. That makes leaking septic systems a possible source of the drugs.

Treatment plants in King County are effective in removing some drugs in wastewater, but many drugs are recalcitrant and remain. Seizure drugs, for instance, are very hard to remove, and ibuprofen levels are knocked down — but not out — during treatment, said Betsy Cooper, permit administrator for the county's Wastewater Treatment Division.

“You have treatment doing its best to remove these, chemically and biologically, but it's not just the treatment quality, it's also the amount

that we use day to day and our assumption that it just goes away,” Cooper said. “But not everything goes away.”

Jessica Payne, spokeswoman for the state Department of Ecology, said the agency needs more research funding to monitor the presence and examine the impact of chemicals such as those identified in the study.

“Ongoing research is really our best tool to understand these chemicals,” Payne said.

The study was not concerned with drinking water. Seattle Public Utilities customers receive first-use water from the high Cascades, above any wastewater discharge and remote from human populations and septic tanks.

Lynda V. Mapes: 206-464-2515 or lmapes@seattletimes.com

FEINSTEIN DISCUSSES CA WATER BILL AT ACWA DC CONFERENCE

CALIFORNIA, Feb. 26, 2016 -- Sen Dianne Feinstein (D-CA) spoke at ACWA's Washington, D.C. conference and provided an overview of her newly introduced bill that is intended to address California's short-term drought as well as its long-term water supply problems.

Speaking at a joint breakfast program of ACWA and the California Association of Sanitation Agencies (CASA), Feinstein walked attendees through elements of her bill and asked for support and help to move it through Congress. She also discussed how even with an El Niño winter, California has not been able to pump, move and store water to meet its needs. She added that she believes her bill will effectively address some of California's water problems.

"We looked for a sweet spot through 26 drafts," Feinstein said of her staff's efforts in putting together the bill. "It is amazing how difficult this issue is."

She also stressed how the state is in a unique moment in time to pass such legislation.

"This is our opportunity that will likely never have again," she said.

Later in the morning, U.S. Bureau of Reclamation Commissioner Estevan Lopez addressed the group.

Feinstein introduced her bill – dubbed the California Long-Term Provisions for Water Supply and Short-Term Provisions for Emergency Drought Relief Act – on Feb. 10. Following its release, she said in a press release that crafting the bill was the "hardest bill I've worked on in my 23 years in the Senate."

"But it's important, and that's why we've been working so hard, holding dozens and dozens of meetings and revising the bill over and over again to incorporate feedback from stakeholder groups," Feinstein added in the release.

"The revised bill I'm introducing today is the product of two years of work. It includes provisions from Democrats and Republicans alike. It reflects input from environmental

groups, water districts, state agencies, cities, rural communities, fishermen, and the agricultural industry,” she added. “There was also an extensive consultation process with federal agencies, all of which agree that the bill remains consistent with the Endangered Species Act, the Clean Water Act and the biological opinions. This has been an open process, and I believe this bill is the best we can do.”

ACWA’s annual DC conference, which kicked off Tuesday evening with a reception, features addresses by a broad spectrum of California congressional representatives. Scheduled speakers include: Rep. John Garamendi (D-CA), Rep. Tom McClintock (R-CA), Majority Leader Kevin McCarthy (R-CA), Rep. Jared Huffman (D-CA), Rep. Ken Calvert (R-CA) , Rep. Doug LaMalfa (R-CA), Rep. Jeff Denham (R-CA), Rep. Raul Ruiz (D-CA), Rep. Jerry McNerney, (D-CA), and Rep. Jim Costa (D-CA).

On Thursday, Doug Crandall, director of legislative affairs for the U.S. Forest Service, is scheduled to deliver a breakfast address on prospects for wildfire legislation.

Capital Weather Gang

California is about to get a ton of rain, but it's still not enough to beat the drought

By **Angela Fritz** February 29

There's a ton of rain in the forecast for California. A fire hose of moisture from the tropical Pacific Ocean is expected to take aim at the West Coast, delivering a series of storms to the Golden State. But although the weather pattern appears to be changing, the drought is not, and even a wetter-than-average March may be too little, too late.

The precipitation outlook through mid-March looks great for the West, and California in particular. While much of February was dominated by high pressure and sunshine, forecast models are predicting a pattern change over the next week that will lead to more storms coming off the Pacific and more chances for rain and snow.

Models are forecasting this pattern — low pressure over the West and high pressure over the East — to remain in place through the middle of the month, and possibly into early April.

ADVERTISING

In the near-term, Northern California has a few damp days ahead this week, but the Pacific moisture tap is expected to really turn on starting this weekend. The “pineapple express” will be in full swing — an atmospheric river of moisture that extends from the central Pacific Ocean, near Hawaii, all the way to the West Coast. California's heaviest rains tend to come from atmospheric river events.

A series of strong storms with heavy rain and gusty winds is forecast to start Saturday and follow in quick succession. “Given the model consistency and agreement,” [wrote the National Weather Service](#) in the San Francisco Bay Area, “confidence is quite high that our area will see periods of significant rainfall along with locally strong winds from this upcoming weekend well into next week.”

Through next Monday, forecast models are projecting widespread rainfall totals of more than two inches across Northern California and 20 to 30 more inches of snow in the Sierras.

Southern California does not look as though it will get quite as much rain from these events as their neighbors to the north in the next week, though the NWS says it is [expecting “non-trivial” amounts](#).

The pattern shift has lead the NWS to paint the West in green in precipitation outlooks through March 13. It's forecasting a 60 to 70 percent chance of above-normal precipitation across almost all of California through March 9, and a 50 to 70 percent chance through March 13.

This is good news for California, but extreme drought is a long game.

It may come as a surprise to those who don't live in the state, but California is in nearly the exact same drought situation that it was in one year ago, despite a winter's worth of strong El Niño conditions. As of Tuesday, a little more than 38 percent of the state was in “exceptional drought” — the most severe category on the U.S. Drought Monitor scale. That's only down from nearly 40 percent at this time last year, for a total exceptional drought reduction of 1.4 percent.

Looking at the [rainfall totals so far this season](#), it's no wonder the drought hasn't budged.

San Francisco's season-to-date rainfall is just 80 percent of normal, and Sacramento has seen only 70 percent of what falls in a typical season through late February. A few locations in the Central Valley have been lucky enough to surpass their annual averages — Fresno is up to 133 percent of normal — but it's certainly not the norm. Hanford, Bakersfield, Paso Robles and Santa Maria are all running below average.

Southern California, which was topping 90 degrees and shattering records in mid-February, has undoubtedly had it the worst in a winter many thought was going to bring the rain. Santa Barbara is at just 56 percent of normal. Los Angeles is at 70 percent. Camarillo: 39 percent. Long Beach: 57 percent. Palm Springs: 62 percent.

It's not to say that the West hasn't had beneficial rain this winter. The Pacific Northwest has had a boom season, which has eradicated nearly all of Washington state's drought and brought Oregon's drought out of the extreme category. Seattle had its [rainiest “strong El Niño” season on record](#). Far northwest California has also been on the winning end of the season; Eureka, Calif., has had 125 percent of its average rainfall so far this winter, and Crescent City is running near 120 percent.

But it still leaves a large portion of the West, and nearly all of California itself in the same drought it has had for the past four years, and time is running out in this rainy season. [Grand promises](#) of “one storm

after another like a conveyor belt” have not been kept so far this winter, despite the ongoing, near-record El Niño.

Concentrating on differences shows current [#ElNino](#), despite being very strong, is NOT much like 1998 after all! pic.twitter.com/rq4roorCGd

— Jan Null (@ggweather) [February 26, 2016](#)

The problem with this El Niño is that, despite matching the intensity of the 1997-1998 event — which brought torrential wintertime rainfall to Southern California — it’s just not the same. Jan Null, founder of Golden Gate Weather Services, has been tracking El Niño since it began in mid-2015. He said this year is the “poster child” for the adage that all El Niños are different.

In February, the warmer waters in the Pacific Ocean covered a significantly larger area than they did in 1997-1998. Other sea-surface temperature patterns were different, as well — all of which have the ability to influence the position of the jet stream and California’s weather. Instead of a series of winter storms, the region was baking under a ridge of high pressure.

March tends to be the last month that El Niño has a chance to play a significant role in California storm tracks, and we may be seeing this pattern play out in the forecasts in the next few weeks. But its best shot at significant, drought-busting rain might be over until next winter, especially for the southern half of the state.

Angela Fritz is an atmospheric scientist and The Post's deputy weather editor.

Will El Niño's punch return in March? California snowpack needs renewal of drought-busting storms

By Emily Benson and Natalie Jacewicz
Staff writers

San Jose Mercury News

Posted: Mon Feb 29 15:56:00 MST 2016

After a dismally dry February, drought-weary Californians are hoping a series of storms predicted to roll through in early March blanket the Sierra Nevada with a much-needed additional layer of snow, building up the state's vital snowpack that all but disappeared last year.

Starting Friday, forecasters are predicting a chance of rain or snow for 10 consecutive days.

How much water those storms might eventually supply to the state's reservoirs depends partly on where they come from -- warmer, wetter storms sweeping across the Pacific generally bring more snow to the mountains than colder, dryer tempests barreling down from the Gulf of Alaska. Cold air generally doesn't hold as much moisture as warm air.

Before Mother Nature turned off the tap in February -- leaving many to question what happened to El Niño's drought-busting potential -- the Sierra benefited from colder storms in December and warmer ones in January. What's in store for March?

"Whether they're particularly warm or cold storms remains to be seen," said Daniel Swain, a Stanford University doctoral student who runs the California Weather Blog. "They're certainly storms that would add to the water supply."

Despite the February stall, the Sierra is having a better snow year than at any point since 2011. Statewide, as of Monday, the snowpack was about 85 percent of normal for this time of year, compared with 19 percent last year, the lowest number on record.

On Tuesday morning, Frank Gehrke, the chief of California's snow survey program, will measure the depth of the snow piled up at Echo Summit near Lake Tahoe, a monthly winter ritual that helps the state keep tabs on its precious frozen reservoir.

The state takes similar manual readings at more than 200 sites throughout the Sierra. The snowpack supplies about a third of California's water in a typical year. To monitor the frosty resource, the state also deploys surveys, sensors, satellites and aerial flybys.

Things looked much better last month. The Feb. 1 statewide snowpack was 114 percent of normal. Then the rain all but stopped: Most Bay Area cities recorded less than 1 inch in February, including San Francisco (0.98 inch, average 4.46), Oakland (0.30 inch, average 3.95) and San Jose (0.31 inch, average 3.32), the city's ninth driest February since 1893, according to data from the National Weather Service.

In February, El Niño's unusual position created a high pressure ridge that shunted California's much-needed precipitation north to Seattle, said meteorologist Jan Null of Golden Gate Weather Services in Saratoga. This El Niño's warmest water is much farther west than usual.

This warm patch of water is causing air to suddenly rise -- triggering a strong loop of circulating atmosphere, called a "Hadley cell," according to Null and Swain. As the air in that loop falls back to earth, it creates a high pressure ridge -- right off our coast. Few storms can get through.

"Ridges and troughs happen all the time -- and clearly there were troughs in late December and off-and-on in January," Null said.

The storms that came in December arrived before the ridge did, Swain said. "Those were fairly cold storms, and they dumped a lot of snow in the mountains," he added.

The precipitation pattern the state experienced in January -- a relatively warm and wet storm about every other day over several weeks -- was an ideal situation, according to Null. Those squalls came from across the Pacific, he added. They weren't the wet, hot "atmospheric rivers" -- sometimes called Pineapple Express storms -- that can sweep in from the tropics. Pauses between periods of precipitation allow water to run off or soak into soil more slowly, preventing flooding.

The rainy season may still throw a few snowballs California's way, according to Swain. Forecasts show Pacific storms pummeling the state in early March. If March storms do materialize, some may be more helpful than others. Many factors influence how much precipitation actually falls, like the amount of water vapor in the air, wind direction and temperature, Gehrke said.

The critical snowpack measure isn't necessarily its height, Null said, but rather how much water it contains. Wetter, warmer storms can bring more precipitation to the state.

"The snow ends up being denser and more like what skiers call 'Sierra cement,'" Null said. "It has more water content to it, and that's what will run off into the reservoirs."

Still, warm storms that bring rain instead of snow aren't ideal for pumping up the snowpack.

"If it's raining at all elevations, it's basically going to run off during the storm," Gehrke said. "We would not be building the snowpack, so that water wouldn't be available later in the year."

The snowpack is a convenient place to store water for the summer without prematurely filling reservoirs. Water levels at the state's major reservoirs are below the historic average for this time of year, except for Folsom Lake, 20 miles northeast of Sacramento. The lake is about 15 percent over the historic average -- necessitating the difficult decision to open the reservoir's gates and flood the American River below.

Overfull reservoirs put water managers in a tricky situation, according to Jay Lund, director of the Center for Watershed Sciences at UC Davis. "Folsom is just upstream of the Sacramento metropolitan area, and the Sacramento metropolitan area is one of the most flood-prone cities in the country," Lund said.

"If you're the Army Corps of Engineers, you're really stuck between a rock and a hard place," explained Lund. "You'd really like to keep (the reservoir) full for water supply purposes, but you'd really like to keep it empty due to flood control."

Guidelines drafted by the U.S. Army Corps of Engineers in 1987 demand that Folsom hold no more than 60 percent of its water capacity this time of year to reduce the risk of flooding from heavy storms. So officials have been draining the reservoir, at a rate of almost 50,000 gallons of water per second as of Feb. 25.

If more rain fell as snow, that natural storage could alleviate some of the difficult trade-offs water managers face.

As Gehrke plunges an aluminum rod into the snowpack at Phillips Station on Tuesday, one thing is certain: Regardless of how high the snow reaches, California could use a little more.

"Right now we'd be happy for any storms, of course," he said.

Staff writers Lisa M. Krieger and Mark Gomez contributed to this report. Contact Emily Benson at 408-920-5764. Follow her at [Twitter.com/erbenson1](https://twitter.com/erbenson1).

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News Feature | March 3, 2016

Big Taxes, Slow Sewer Pipes Result From Cali Drought Mandate



By Sara Jerome
@sarmje

California regulators extended mandatory water usage cuts in February as the five-year drought continues to afflict more than 60 percent of the state.

The policy has been effective at compelling Californians to conserve. But it has also had unintended consequences. As *The Washington Post* recently put it, “No good deed goes unpunished.”



Two of the least-discussed drawbacks of the cuts and other drought policies: sluggish sewer lines and tax hikes.

The sewer line problem: “As customers cut back on the length of their showers, the number of times they flushed their toilets, and the clothes and dishes they washed, they lowered the outflow of water needed to push waste through sewage tunnels. The nation’s outdated sewers were designed to receive about 120 gallons per household per day to shove wastewater through the systems,” the *Post* reported.

George Tchobanoglous, professor emeritus of environmental engineering at the University of California, said the flow has dropped to 50 gallons. The problem can result in foul odors and corroded pipes.

“You have solids that you flush and there’s not enough water to carry the material,” he said. “When the city says buy low-flush toilets because we all want to save water and save the world, no one can resist. But no one thinks about the consequences. It really is a double-edged sword.”

Tax hikes are another problem for Californians under Brown’s conservation policies.

“When the governor urged homeowners to rip out their lawns, he offered them a carrot: tax-free state rebates of up to \$2,000 to help pay for replacement desert-themed foliage,” the report said.

“But California water officials who forgave state taxes on the rebates overlooked a major potential drawback — federal taxes. Now the Internal Revenue Service is preparing to tax the rebates as income, a move that could bring a key water conservation program to a halt,” the report continued.

As of February, the state provided \$22 million in rebates to homeowners who replaced grass turf with mulch and drought-resistant plants. But residents like Tina House of Pasadena, who had the grass pulled out of her yard, are realizing the policy also creates a tax burden. The tax bill from her rebate is \$1,400.

“You say \$4,400 — oh, that’s a big chunk of change,” House said, per the *Post*. “Nowhere did it mention that we can possibly be on the hook for taxes. My gardener said, ‘Okay, we’re going to do this.’ The next day, my girlfriend [who did the same] calls me and says, ‘Oh my God, we’re going to have to pay taxes on this.’”

State officials and utility managers “thought rebates for water efficiency would be treated the same as energy-efficiency rebates, which the IRS doesn’t tax. But the IRS told the officials and members of the state’s unhappy congressional delegation that they were wrong,” the *Post* reported.

For utilities, a top drawback to usage cuts is revenue loss.

“Utilities that deliver the water to cities lost more than half a billion dollars over the last eight months as customers cut back,” the *Post* reported, citing the State Water Resources Control Board.

“Those revenue dips, which are projected to continue through October because of the board’s extension of the water-saving measures, probably will result in rate increases for at least some customers,” the report said.

For more news on the unexpected consequences of drought measures, visit Water Online’s Water Scarcity Solutions Center.

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SANITARY DISTRICT SEEKS 7.5 RATE HIKE

MARCH 7, 2016

Oro Loma Sanitary District's sewer service rate could go up 7.5 percent in July, with additional annual 7.5 rate increases through 2020.

Property owners would see their rate go from \$206 a year to \$221 in July, increasing to \$296 a year on July 1, 2020. Apartment owners would be charged \$221 a unit beginning in July.

The increase is needed to cover a projected inflation rate of 3 percent, and to correct a maintenance backlog, said Jason Warner, district general manager.

"Our backlog of pipes that need replacing has been growing each year," he said.

The board wants to increase the pipe replacement rate by 50 percent, from two miles to three years each year, Warner said.

Oro Loma's sewer charge is 65 percent below the average in Alameda County, he said. Even with the proposed increase, "we would still remain the lowest rate in Alameda County," he said.

Any customer opposed to the rate increase can object in writing by 3 p.m. May 17, when a public hearing is scheduled before the board votes on the proposal. If a majority of rate payers file objections, the district cannot approve the increase.

More information is available at 510-273-4700 or info@oroloma.org.

Oro Loma provides sewer service for 47,000 customers in San Lorenzo, Ashland, Cherryland, Fairview and part of Castro Valley, Hayward and San Leandro.

Storms send billions of gallons of water into California reservoirs

By Paul Rogers, progers@mercurynews.com
Contra Costa Times

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This weekend's soaking rains delivered just what drought-weary Northern California needed: billions of gallons of water pouring into the state's major reservoirs -- and more predicted for later this week.

With rain totals reaching 10 inches or more in some mountain areas, 46 of the largest reservoirs in California, closely tracked by the state Department of Water Resources, collectively added 391 billion gallons of water between Friday and Monday morning -- enough for the needs of 6 million people for a year.

The reservoir list, which includes such massive lakes as Shasta, Oroville, Folsom, San Luis and New Melones, jumped in storage by 10 percent to 13.2 million acre feet, as powerful storms pouring off the Pacific sent torrents of water surging down creeks, rivers and hillsides.

Even with that increase, however, the 46 reservoirs bumped up from 66 percent of their historic average on Friday to just 72 percent now. Like somebody with a badly overdrawn checking account, California's lakes need a continued infusion to get back to normal.

"The weekend rains really pushed them up a great deal," said Doug Carlson, a spokesman for the state Department of Water Resources. "But we have been in a very deep hole. We need a lot more rain to fill these reservoirs."

Meanwhile, the Sierra snowpack only received a modest boost from the warm storms, increasing to 82 percent of normal.

More rain and snow is on the way, however. Another storm shaping up for Thursday is expected to deliver the Bay Area between 1.5 to 2 inches of rain, said Charles Bell, a forecaster with the National Weather Service.

"If it slowly moves through, we'll see much higher amounts," Bell said. "It's one everyone is going to keep an eye on as it gets a little closer."

While a few good storms do not end the drought, this winter already is emerging as the wettest in five years. Bay Area water officials said Monday they still expect there to be some water restrictions this summer, although those could be less stringent than rules last summer.

The state Water Resources Control Board plans to meet in mid-April after assessing how much rain and snow falls over the next six weeks. The board will decide whether to recommend whether Gov. Jerry Brown should change his emergency drought target, which currently requires urban water agencies to collectively cut water use by 25 percent statewide compared with 2014, a target they have met since last June.

"Everybody wants to know, 'Are we out of the drought?'" said Andrea Pook, a spokeswoman for the East Bay Municipal Utility District, which serves 1.3 million residents in Alameda and Contra Costa counties. "The answer is we don't know yet. We'll know better in April. We'll see."

The weekend storm, which caused flooding on the San Lorenzo River and Soquel Creek in Santa Cruz County, made its impact across the state. Among the highlights:

- The 10 reservoirs in Santa Clara County were 52 percent full Monday, up from 42 percent on Friday. Three of them, Vasona, Almaden and Stevens Creek, were spilling and another, Uvas, near Gilroy, was 94 percent full. Lexington Reservoir near Los Gatos rose 16 feet over the weekend but is just 40 percent full because officials of the Santa Clara Valley Water District have been drawing down its levels to recharge critical groundwater basins. The district will decide by June whether to keep in place its 30 percent conservation targets.

"We were concerned in February because it was so dry," said John Pfister, an associate engineer in the district's water supply division. "We're hoping this turns out to be a Miracle March."

- Rains sent the largest reservoir in Santa Cruz County, Loch Lomond, up 5.5 feet this weekend. The reservoir near Ben Lomond, which received 8 inches of rain this weekend, is now 91 percent full and could fill to the top as soon as this weekend. "It's probably fair to say that if the reservoir is spilling, the likelihood of having strict rationing next summer is low," said Toby Goddard, administrative services manager for the Santa Cruz City Water Department.
- The largest reservoir owned by East Bay MUD, Pardee, on the Mokelumne River watershed in the Sierra Nevada, reached 90 percent full Monday, and precipitation in the watershed is 106 percent of normal. All seven of the district's reservoirs combined are still just 55 percent full, however. "Keep saving water," Pook said. "We still don't know what the rest of this winter, or next year, will bring."
- All seven reservoirs that serve the 187,000 customers of the Marin Municipal Water District were 100 percent full by Monday, the first time since December 2014.
- All the reservoirs that serve the 2.4 million Bay Area customers of the Hetch Hetchy system rose from 49 to 53 percent full this weekend. But the historic average this time of year is 78 percent.
- Shasta Lake, the largest reservoir in California, and a vital resource to cities and farms, reached 65 percent full on Monday morning, up from 61 percent on Friday. The lake is now 87 percent of its historic average for this date. Similarly, Oroville, in Butte County, the keystone reservoir of the State Water Project, received more water on Sunday -- 104,706 acre feet -- than on any day since Feb. 17, 2004. It rose to 58 percent full, or 82 percent of normal for this date. "That's the kind of performance we need from Mother Nature to move us closer to the end of the drought," Carlson said.

Could Shasta and Oroville fill if the rest of March and April receive steady El Niño storms? It's unlikely but not impossible. In 1993 and 2010, each received huge amounts of inflows and, if similar conditions occurred this year, they would be near the top by May.

Staff writer Mark Gomez contributed to this report. Paul Rogers covers resources and environmental issues. Contact him at 408-920-5045. Follow him at [Twitter.com/paulrogerssjmn](https://twitter.com/paulrogerssjmn).

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