



BOARD MEETING AGENDA
Monday, April 11, 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 Special Meeting of March 21, 2016.

- Motion 5. Approve Minutes of the Meeting of March 28, 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. Consider August 14, 2015, Claim Filed by Richard and Denise Tiffer for Asserted Losses Associated with District Maintenance Activities *(to be reviewed by the Legal/Community Affairs Committee)*.

- Motion 9. Award the Construction Contract for the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 to McGuire and Hester *(to be reviewed by the Construction Committee)*.

- Motion 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Harris and Associates to Provide Construction Management Services for the Newark Backyard Sanitary Sewer Relocation Project *(to be reviewed by the Construction Committee)*.

- Motion 11. Reject the Sole Bid Received for the Cogeneration Improvements Project *(to be reviewed by the Construction Committee)*.

- Motion 12. Reject All Bids Received for the Pine Street Easement Improvements Project and Authorize Staff to Re-bid the Project *(to be reviewed by the Construction Committee)*.
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- Motion 13. 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)*.
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- Motion 14. Review and Approve Proposed Changes to Policy No. 3210, Boardmember Use of Email for District Business *(to be reviewed by the Personnel Committee)*.
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- Motion 15. Review and Approve Proposed Changes to Policy No. 3060, Communication by Members of the Board of Directors *(to be reviewed by the Personnel Committee)*.
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- Information 16. Information Items:
- a. Check Register.
 - b. Certificates of Merit to Union Sanitary District’s Class I Permitted Industries *(to be reviewed by the Legal/Community Affairs Committee)*.
 - c. Earth Day 2016 *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Construction Committee – scheduled for Wednesday, April 6, 2016, at 4:30 p.m.
 - b. Legal/Community Affairs Committee – scheduled for Friday, April 8, 2016, at 9:15 a.m.
 - c. Personnel Committee – scheduled for Friday, April 8, 2016, at 11:00 a.m.
 - d. Budget & Finance Committee – will not meet.
 - e. Legislative Committee – will not meet.
 - f. Ad Hoc Subcommittee for Communications Strategy.
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- Information 18. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
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19. 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.
-
20. Adjournment – The Board will adjourn to the Newsletter Draft Layout and Content Review Board Workshop in the Alvarado Conference Room on Tuesday, April 19, 2016, at 11:30 a.m.
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20. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, April 25, 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 APRIL 11, 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, April 6, 2016, at 4:30 p.m.

9. Award the Construction Contract for the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 to McGuire and Hester.
 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Harris and Associates to Provide Construction Management Services for the Newark Backyard Sanitary Sewer Relocation Project.
 11. Reject the Sole Bid Received for the Cogeneration Improvements Project.
 12. Reject All Bids Received for the Pine Street Easement Improvements Project and Authorize Staff to Re-bid the Project.
 13. 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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Legal/Community Affairs Committee, Friday, April 8, 2016, at 9:15 a.m.

8. Consider August 14, 2015, Claim Filed by Richard and Denise Tiffer for Asserted Losses Associated with District Maintenance Activities.
 - 16b. Certificates of Merit to Union Sanitary District's Class I Permitted Industries.
 - 16c. Earth Day 2016.
-

Personnel Committee, Friday, April 8, 2016, at 11:00 a.m.

14. Review and Approve Proposed Changes to Policy No. 3210, Boardmember Use of Email for District Business.
 15. Review and Approve Proposed Changes to Policy No. 3060, Communication by Members of the Board of Directors.
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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
March 28, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

ABSENT: Jennifer Toy, President

STAFF: Paul Eldredge, General Manager
Karen Murphy, District Counsel
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment & Disposal Services Manager
Pamela Arends-King, Business Services Manager/CFO
James Schofield, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Regina McEvoy, Assistant to the General Manager/Board Secretary

GUEST: John Weed, Alameda County Water District Boardmember
Michelle Meyers, Alameda County Water District Groundwater Resources Manager
Rocky Fernandez, District Director for Senator Bob Wieckowski's Office

APPROVAL OF THE MINUTES OF THE MEETING OF MARCH 14, 2016

It was moved by Secretary Kite, seconded by Director Fernandez, to approve the Minutes of the Meeting of March 14, 2016. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None
ABSENT: Toy
ABSTAIN: None

MONTHLY OPERATIONS REPORT FOR FEBRUARY 2016

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge reported the following:

- Odor Complaints: There were three odor complaints received during the month of February 2016. The complaint received from a Fremont resident was caused by a private storm drain inlet. District staff suggested the resident contact their homeowners association to address the odor, and also provided printed information. There were two complaints received from the same Union City resident. General Manager Eldredge, Director Fernandez, and various District staff followed up with the resident to ensure all appropriate steps were taken. Staff plan to follow up in the near future.

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

- Revenues:
 - The District received \$5.5 million in capacity fees due to development.
- Expenses:
 - The District made the 3rd Annual Required Contribution (ARC) payment for retiree medical.
 - The District made all SERF loan payments
 - Operating expenses were below budget.

General Manager Eldredge reported the following:

- Collection Services:
 - A map showing Bay Area spill events for January and February was included in the packet as part of staff's ongoing effort to provide useful information in the Monthly Operations report.
- Treatment & Disposal:
 - The Cogen system produced 73% of power consumed for the month of February.
 - The second Treatment & Disposal (T&D) Coach position was recently filled. Operational Performance Program Manager Brenner assisted T&D recently due to the vacant position and the temporary absence of the work group's daytime coach.
- Vice President Handley complemented staff on the addition of the spill map and T&D staff for maintaining operations while they were short staffed.
- Director Lathi requested a URL for spill map included in the packet.

WRITTEN COMMUNICATIONS

There were no written communications.

ORAL COMMUNICATIONS

There were no oral communications.

CONSIDER REQUEST RECEIVED FROM ALAMEDA COUNTY WATER DISTRICT TO SUPPORT BOUNDARY MODIFICATION AND PROVIDE DIRECTION TO STAFF AS NECESSARY

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated Alameda County Water District (ACWD) is planning to submit a boundary

modification request to the Department of Water Resources (DWR) for their northern boundary of the Niles Cone Groundwater Basin. Although the boundary discrepancy between ACWD and the City of Hayward has been known for some time, the recently adopted Sustainable Groundwater Management Act has led to the boundary modification request to DWR. While the District supports ACWD's efforts in providing potable water service to the Tri-City area, the District also maintains a professional and contractual relationship with the City of Hayward. Staff recommended the Board take a neutral position on the matter and not submit any letters on anyone's behalf.

Michelle Meyer stated a graphical map contained the error in question, and staff at ACWD are now seeking to correct the error.

Vice President Handley asked if the City of Hayward uses Niles Cone water. ACWD Groundwater Resources Manager Meyers stated the City of Hayward uses the Niles cone as an emergency water source.

Director Lathi asked if DWR admitted to the alleged mistake on the graphical map. ACWD Groundwater Resources Manager Meyers stated DWR had not formally acknowledged an error, and noted a number of water district and groundwater management agencies are also seeking to rectify similar errors.

It was moved by Director Fernandez, seconded by Secretary Kite, to take a neutral position on the matter and not submit any letters on anyone's behalf. Motion carried with the following vote:

AYES:	Fernandez, Kite, Lathi
NOES:	Handley
ABSENT:	Toy
ABSTAIN:	None

DISCUSS SENATE BILL 1213 BIOSOLIDS GRANT PROGRAM AND CONSIDER SENDING LETTER OF SUPPORT

This item was reviewed by the Legislative Committee. General Manager Eldredge stated Senate Bill 1213, introduced by Senator Wieckowski, would establish a Biosolids Grant Program at the California Energy Commission. USD is a member of the BAB2E Coalition, which is comprised of 19 wastewater agencies throughout the Bay Area. The BAB2E Coalition is dedicated to facilitating regional solutions and exploring new technologies for a higher and better use of biosolids. Staff recommended the Board authorize the District to send a letter of support for SB 1213.

District Director for Senator Wieckowski's Office, Rocky Fernandez stated the purpose of the proposed bill is to appropriate money to fund a biosolids to energy program and help California reach the adopted goal of reducing landfill waste 75% by 2020. Mr. Fernandez further stated Senator Wieckowski's goal is to fund some biosolids to energy ideas to show they can be successful.

Vice President Handley asked if the program guidelines could be made looser to include more types of technology. District Director for Senator Wieckowski's Office, Rocky

Fernandez stated the Senator's office is seeking feedback before considering amending the bill to be a more open grant program.

Director Fernandez asked if any such program exists at this time. District Director for Senator Wieckowski's Office, Rocky Fernandez stated he did not believe such a program exists.

It was moved by Director Fernandez, seconded by Secretary Kite, to authorize the General Manager to sign a letter of support for the Senate Bill 1213 Biosolids Grant Program. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None
ABSENT: Toy
ABSTAIN: None

CONSIDER AND PROVIDE DIRECTION REGARDING PROPOSED CONTENT FOR SPRING 2016 NEWSLETTER

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated the intent of this item was to obtain agreement on topics to be included in the Spring 2016 newsletter to allow staff to develop articles and prepare an initial draft layout. Staff requested the Board consider and provide direction regarding proposed content for the District's Spring 2016 newsletter.

General Manager Eldredge stated the Legal/Community Affairs Committee recommended an article regarding reclaimed water take the place of the mobile technologies project proposed in the staff report. General Manager Eldredge clarified that the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project article would not solely focus on the project, but would also provide an opportunity to showcase the technology the project will utilize.

Secretary Kite expressed concern regarding the high cost associated with reclaimed water and requested the cost be made clear in the newsletter article.

It was moved by Director Lathi, seconded by Director Fernandez, to approve the following topics to be included in the Spring 2016 Newsletter:

Page One: Reclaimed Water
Alvarado-Niles Road Sanitary Sewer Rehabilitation Project Technology

Page Two: Budget in Brief
Taking Care of Your Sewer Lateral
Did You Know? (Environmental tips, total gallons treated annually, etc.)

Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None

ABSENT: Toy
ABSTAIN: None

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 that on March 11 and 14, 2016, the new sliplined pipeline was grouted into place inside the old pipeline. On March 15, 2016, Collection Services staff televised the new pipeline for final acceptance. Pit backfill was completed on March 18, 2016. On March 18, 2016, McGuire and Hester began replacement of 70 feet of ACWD's water line. Next, PG&E will re-install and reconnect the gas line. Staff anticipate completion of the pavement restoration by April 15, but striping may not be completed for another week. During striping, one lane would be open in each direction.

General Manager Eldredge stated staff were working on a press release to be sent out later in the week.

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 Director Lathi, to Confirm and Declare the Need to Continue the Emergency Action to Repair the 33 Inch Sewer on Alvarado Boulevard. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None
ABSENT: Toy
ABSTAIN: None

AWARD THE CONSTRUCTION CONTRACT FOR THE AERATION BASINS 5-7 DIFFUSER MEMBRANES REPLACEMENT PROJECT

This item was reviewed by the Construction Committee. Technical Services Manager Ghossain stated the District operates a fine bubble aeration system in Aeration Basins 5 through 7. The system distributes air to promote growth of microorganisms that feed on organic matter in wastewater. The system consists of a network of pipes and 9-inch diameter rubber disc diffuser membranes. The current diffuser membranes were installed in 2004 and 2005 and have exceeded their useful service life.

Staff received and opened three bids, and GSE Construction Company, Inc. was the apparent low bidder with a bid of \$312,487, 22% below the Engineer's Estimate. A review of the bids received revealed D.W. Nicholson Corporation (DWN) did not accurately enter the total amounts of Bid Items 4 and 5 using actual unit prices. Once the amounts were

adjusted, DWN became the apparent low bidder as summarized in the table included in the Board packet. Pursuant to Public Contract Code Section 5103, DWN entered a request to withdraw its bid by claiming it made a clerical error in the bid that made it materially different than intended. Staff agreed DWN's error was clerical in nature, and recommended the Board approve DWN's request to withdraw its bid and for the return of its bid bond. If this action is approved, GSE Construction Company Inc. would be the lowest responsive bidder for the Project.

Staff recommended the Board approve DWN's request to withdraw its bid and for the return of its bid bond, and award the construction contract for the Aeration Basins 5-7 Diffuser Membranes Replacement Project to GSE Construction Company, Inc. in the amount of \$312,487.

It was moved by Director Lathi, seconded by Director Fernandez, to Approve D.W. Nicholson Corporation's Request to Withdraw its Bid and for the Return of its Bid Bond Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None
ABSENT: Toy
ABSTAIN: None

It was moved by Director Fernandez, seconded by Director Lathi, to Award the Construction Contract to GSE Construction Company, Inc. in the amount of \$312,487 for the Aeration Basins 5-7 Diffuser Membranes Replacement Project. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi
NOES: None
ABSENT: Toy
ABSTAIN: None

INFORMATION ITEMS:

Check Register

All questions were answered to the Board's satisfaction.

CalPERS Actuarial Valuation Report as of June 30, 2014, Required Contributions for Fiscal Year 2016 with Estimates Through 2022

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Arends-King stated the District receives an actuarial report on the pension plan annually from the California Public Employee's Retirement System (CalPERS). A summary chart and a chart showing projected rates increasing over the next five years were included in the packet. CalPERS rates are expected to increase over the next five years due to efforts to address the payoff of the unfunded liability over a 30 year period. The increase in rates also reflects the greater life expectancies of CalPERS members. For most of fiscal year 2016, the District paid 1.5% of the employee portion and District employees will be responsible for their full 8% contribution rate in fiscal year 2017.

Internal Revenue Service code limits the amount of annual retirement benefit an individual can receive. The dollar limit for 2015 was \$210,000 for retirees 62 – 65 years of age and the amount is adjusted to be the actuarial equivalent for those who retire earlier. The District must cover the gap caused by this IRS code. The amount paid above the \$210,000 while the employee was working was credited toward the District's unfunded liability.

Vice President Handley asked when the unfunded liability gap would be closed. Business Services Manager/CFO Arends-King stated projections estimate 30 years ahead and rates are increasing now to try and head off the gap. The hope is that rates will remain steady for a time and possibly even decrease. It is possible the unfunded liability may not be completely paid off, but increasing rates now will help and hopefully we will be caught up in 25 years.

Report on the East Bay Dischargers Authority (EBDA) Commission Meeting of March 17, 2016

Vice President Handley stated the EBDA Managers Advisory Committee meeting was joined by the Ad Hoc members to discuss EBDA strategic planning.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Construction, Legal/Community Affairs, and Legislative Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- The Eastern Municipal Water District (EWMD) was recently successful in defending itself in a lawsuit brought forward by River Watch. Attorney Jack Silver has filed more than 100 such lawsuits on behalf of River Watch. Historically, not many agencies have been willing to take on Clean Water Act third party lawsuits. EWMD was able to provide extensive documentation that the claims presented, which alleged EMWD's sewer system was leaking and harming the environment, had no merit.
- Last week, District staff conducted a public meeting regarding the upcoming Alvarado-Niles Road Sewer Rehabilitation project. Director Lathi asked how far in advance residents received notification of the meeting. Communications and Intergovernmental Relations Coordinator Powell stated notification letters were sent to residents about a week before the meeting. Director Lathi requested residents receive notification at least two weeks in advance for future informational meetings.
- Information regarding Earth Day activities will be presented at the Board meeting to be held April 11, 2016.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 8:06 p.m. to the Special Meeting Closed Session to be held in the Alvarado Conference Room on Monday, April 4, 2016, at 5:30 p.m.

The Board will then adjourn to the next scheduled Regular Board Meeting to be held in the Boardroom on Monday, April 11, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 11th day of April, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
March 21, 2016**

CALL TO ORDER

President Toy called the special meeting to order at 6:30 p.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
Pamela Arends-King, Business Services Manager
Raymond Chau, Capital Improvements Projects (CIP) Coach

GUEST: Roger Parra, Degenkolb Engineers

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP – SEISMIC STUDY AND NEW CIP BUDGET FORMAT

Staff provided a presentation on the completed seismic study and responded to Board questions.

Staff provided a presentation on the new CIP budget format and responded to Board questions.

ADJOURNMENT:

The special meeting was adjourned at approximately 8:00 p.m. to the next Regular Board Meeting in the Boardroom on Monday, March 28, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 11th day of April, 2016



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: April 11, 2015

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
J. Leah Castella, Assistant General Counsel

SUBJECT: Agenda Item No. 8 – Meeting of April 11, 2016
Consider August 14, 2015, Claim Filed by Richard and Denise Tiffer for Asserted Losses Associated with District Maintenance Activities

Recommendation

Deny Claim and send written notice of denial to claimant.

Background

Richard and Denise Tiffer filed a claim on August 14, 2015 for \$341.64 in plumbing expenses that they incurred in 2014 and 2015. The Tiffers' allege that the plumbing were necessitated by a blockage in the main sewer line caused by a "water bullet". The Tiffers' base their claim on: (1) statements made to them by their plumber, Star Rooter; and (2) the fact that the problem appeared to be resolved after a District sewer line cleanout on June 12, 2015.

On September 16, 2015, the District contacted Denise Tiffer and acknowledged receipt of the claim but informed her that it needed the video footage showing the blockage to assess the claim. Ms. Tiffer requested that the District contact Star Rooter. The District communicated that it was the claimant's responsibility to provide that information.

The District followed up via e-mail on September 25 and informed Ms. Tiffer that: (1) the video had not yet been sent; and (2) that the District could not contact the vendor on her behalf. In that email communication, the District informed Ms. Tiffer that it could not proceed with the claim without the requested information. The District followed up again on February 19, 2016. To date, no additional information has been provided.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: April 4, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie Arbolante, Customer Service Team Coach
Al D. Bunyi, Associate Engineer

SUBJECT: Agenda Item No. 9 - Meeting of April 11, 2016
Award the Construction Contract for the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 to McGuire and Hester

Recommendation

Award the construction contract for the Newark Backyard Sanitary Sewer Replacement Project – Phase 3 to McGuire and Hester in the amount of \$2,107,735. Funds for the Project have been budgeted in the Renewal and Replacement Fund.

Background

The Newark Backyard Sanitary Sewer Relocation Project - Phase 3 (Project) is the third phase of the three-phased project to improve the existing sewer system within the residential neighborhood located northerly of the intersection of Dairy Avenue and Cherry Street in the city of Newark. A location map is attached. The existing sewers have very flat slopes and require frequent and expensive maintenance. The sewers are also located in backyard easements and are very difficult to access for maintenance and inspection. The goal of the project is to relocate the existing backyard sewer mains and laterals to the public streets fronting the homes.

Phase 1 of the project included the relocation of 33 sewer laterals from the backyard of homes along Dairy Avenue and Cherry Street and was completed in late summer of 2014. Phase 2 of the project included the construction of approximately 3,855 feet of new sewer mains to replace existing sewer mains located in backyard easements, and the relocation of 93 sanitary sewer

laterals to the new sewer mains along George Avenue, Jennifer Street, Deborah Street, Leone Street and parts of Zulmida Avenue and Noel Avenue. Construction of Phase 2 project was completed in November 2015. The final phase of the project, Phase 3, includes the construction of approximately 3,000 feet of new sewer mains and the relocation of 100 sanitary sewer laterals to new sanitary sewer mains along Bonnie Street, Zulmida Avenue, Wilma Avenue, and Noel Avenue.

Scope of Work

The Project consists in general of the following major work items:

- Construction of approximately 3,000 linear feet of 8-inch diameter PVC sanitary sewer by open-cut method.
- Installation and connection of 4-inch diameter sanitary sewer laterals for approximately 100 residences.
- Removal and abandonment of approximately 3,400 linear feet of existing 6-inch diameter sanitary sewer.
- Removal and replacement of approximately 190 linear feet of storm drain to facilitate the construction of the new sanitary sewer.

Bid Results

The project was advertised for bids on March 1 and March 8, 2016. Seven prospective bidders attended the mandatory pre-bid meeting on March 10, 2016, and four bids were received and opened on March 24, 2016, with the total bid amounts shown as follows:

Contractor	Total Base Bid Amount
McGuire and Hester	\$2,107,735
Express Plumbing	\$2,193,386
Ranger Pipelines, Inc.	\$2,206,232
Pacific Underground Construction	\$3,430,777
Engineer's Estimate	\$2,494,415

A bid tabulation sheet is provided to show detailed results for all bidders.

McGuire and Hester's Bid

McGuire and Hester is the apparent low bidder with a bid of \$2,107,735, which is 15% below the Engineer's Estimate. District staff reviewed the bid and found it to be in order, and McGuire and Hester have verified and confirmed their bid. No bid protest were received from other bidders. McGuire and Hester's contractor's license is current and active. They have completed multiple capital improvement projects for the District and other public agencies over the past several years. Currently, McGuire and Hester is completing the emergency repair of the 33-inch trunk sewer on Alvarado Boulevard due to a sinkhole. Staff has been satisfied with their work performance on District projects.

Construction

The contractor has 150 consecutive calendar days to complete the project from Notice to Proceed, which puts the estimated substantial completion date in September 2016. Project design was completed by West Yost Associates in March 2016, and construction management is proposed to be provided by Harris and Associates.

Staff recommends that the Board award the construction contract for the Newark Backyard Sanitary Sewer Replacement Project – Phase 3 to McGuire and Hester in the amount of \$2,107,735.

PRE/SEG/RA/ADB:ks

Attachments: Project Location Map
Bid Tabulation Sheet
Agreement with McGuire and Hester

Newark Backyard SS Relocation Phase 3

VicinityMap



Site

Legend

Streets

Parcels

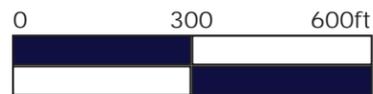
Lakes

2014 Aerial Photo

For USD use only

Disclaimer:

The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date, and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.



Newark Backyard Sanitary Sewer Relocation Project - Phase 3
Project No. 800-459
March 24, 2016

Item	Description	Unit	Estimated Quantity	Engineers Estimate		McGuire & Hester		Express Plumbing		Ranger Pipelines, Inc.		Pacific Underground Con.		Statistics of Unit Prices		
				Unit Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	High	Low	Average
1	Mobilization/Demobilization	LS	1	\$ 108,000	\$ 108,000.00	\$ 80,000.00	\$ 80,000.00	\$ 213,000.00	\$ 213,000.00	\$ 100,000.00	\$ 100,000.00	\$ 86,000.00	\$ 86,000.00	\$ 213,000.00	\$ 80,000.00	\$ 119,750.00
2	Construct 8-inch Diameter SDR-26 PVC Sanitary Sewer by Open-Cut Method	LF	2176	\$ 245	\$ 533,120.00	\$ 235.00	\$ 511,360.00	\$ 170.00	\$ 369,920.00	\$ 250.00	\$ 544,000.00	\$ 230.00	\$ 500,480.00	\$ 250.00	\$ 170.00	\$ 221.25
3	Construct 8-inch Diameter C-900 DR-14 PVC Sanitary Sewer by Open-Cut Method	LF	100	\$ 260	\$ 26,000.00	\$ 205.00	\$ 20,500.00	\$ 290.00	\$ 29,000.00	\$ 290.00	\$ 29,000.00	\$ 228.00	\$ 22,800.00	\$ 290.00	\$ 205.00	\$ 253.25
4	Remove and Replace Existing 6-inch Diameter Concrete Encased Sanitary Sewer with 8-inch Diameter SDR-26 PVC Sanitary Sewer by Open-Cut Method	LF	505	\$ 270	\$ 136,350.00	\$ 250.00	\$ 126,250.00	\$ 200.00	\$ 101,000.00	\$ 290.00	\$ 146,450.00	\$ 281.00	\$ 141,905.00	\$ 290.00	\$ 200.00	\$ 255.25
5	Remove and Replace Existing 6-inch Diameter Concrete Encased Sanitary Sewer with 8-inch Diameter C-900 DR-14 PVC Sanitary Sewer by Open-Cut Method	LF	293	\$ 285	\$ 83,505.00	\$ 210.00	\$ 61,530.00	\$ 250.00	\$ 73,250.00	\$ 310.00	\$ 90,830.00	\$ 284.00	\$ 83,212.00	\$ 310.00	\$ 210.00	\$ 263.50
6	Sanitary Sewer Lateral Replacement (Single Connection) by HDD Method	EA	63	\$ 10,000	\$ 630,000.00	\$ 10,500.00	\$ 661,500.00	\$ 4,900.00	\$ 308,700.00	\$ 13,000.00	\$ 819,000.00	\$ 25,950.00	\$ 1,634,850.00	\$ 25,950.00	\$ 4,900.00	\$ 13,587.50
7	Sanitary Sewer Lateral Replacement (Multiple Connections) by HDD Method	EA	11	\$ 11,500	\$ 126,500.00	\$ 12,000.00	\$ 132,000.00	\$ 5,600.00	\$ 61,600.00	\$ 13,800.00	\$ 151,800.00	\$ 23,000.00	\$ 253,000.00	\$ 23,000.00	\$ 5,600.00	\$ 13,600.00
8	Sanitary Sewer Lateral Replacement for 6203 Zulmida Ave, 6209 Zulmida Ave, 6282 Zulmida Avenue, and 36570 Bonnie St by Open-Cut Method	EA	4	\$ 12,000	\$ 48,000.00	\$ 14,000.00	\$ 56,000.00	\$ 8,500.00	\$ 34,000.00	\$ 11,000.00	\$ 44,000.00	\$ 9,500.00	\$ 38,000.00	\$ 14,000.00	\$ 8,500.00	\$ 10,750.00
9	Connect Existing Concrete Encased Front Yard Sanitary Sewer Lateral to New Sanitary Sewer Main	EA	22	\$ 1,000	\$ 22,000.00	\$ 1,000.00	\$ 22,000.00	\$ 3,800.00	\$ 83,600.00	\$ 1,200.00	\$ 26,400.00	\$ 10,500.00	\$ 231,000.00	\$ 10,500.00	\$ 1,000.00	\$ 4,125.00
10	Construct Standard Sanitary Sewer Manhole	EA	9	\$ 7,000	\$ 63,000.00	\$ 8,500.00	\$ 76,500.00	\$ 29,000.00	\$ 261,000.00	\$ 7,000.00	\$ 63,000.00	\$ 7,380.00	\$ 66,420.00	\$ 29,000.00	\$ 7,000.00	\$ 12,970.00
11	Connect to and Modify Existing Sanitary Sewer Manhole	EA	1	\$ 2,000	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 7,800.00	\$ 7,800.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 7,800.00	\$ 600.00	\$ 3,100.00
12	Remove Existing Sanitary Manhole or Riser	EA	16	\$ 1,500	\$ 24,000.00	\$ 2,000.00	\$ 32,000.00	\$ 4,800.00	\$ 76,800.00	\$ 600.00	\$ 9,600.00	\$ 3,500.00	\$ 56,000.00	\$ 4,800.00	\$ 600.00	\$ 2,725.00
13	Abandon Existing Sanitary Sewer Manhole in Place	EA	7	\$ 1,000	\$ 7,000.00	\$ 2,500.00	\$ 17,500.00	\$ 4,800.00	\$ 33,600.00	\$ 300.00	\$ 2,100.00	\$ 2,500.00	\$ 17,500.00	\$ 4,800.00	\$ 300.00	\$ 2,525.00
14	Remove Existing 6-inch Diameter Sanitary Sewer (Concrete Encased or Not Concrete Encased)	LF	484	\$ 120	\$ 58,080.00	\$ 125.00	\$ 60,500.00	\$ 17.00	\$ 8,228.00	\$ 15.00	\$ 7,260.00	\$ 76.00	\$ 36,784.00	\$ 125.00	\$ 15.00	\$ 58.25
15	Abandon Existing 6-inch Diameter Sanitary Sewer in Place	LF	2964	\$ 5	\$ 14,820.00	\$ 5.00	\$ 14,820.00	\$ 17.00	\$ 50,388.00	\$ 3.00	\$ 8,892.00	\$ 9.00	\$ 26,676.00	\$ 17.00	\$ 3.00	\$ 8.50
16	Remove and Replace Existing 12-inch Diameter Class III RCP Storm Drain by Open-Cut Method	LF	39	\$ 225	\$ 8,775.00	\$ 225.00	\$ 8,775.00	\$ 1,500.00	\$ 58,500.00	\$ 200.00	\$ 7,800.00	\$ 250.00	\$ 9,750.00	\$ 1,500.00	\$ 200.00	\$ 543.75
17	Remove and Replace Existing 15-inch Diameter Class III RCP Storm Drain by Open-Cut Method	LF	150	\$ 250	\$ 37,500.00	\$ 250.00	\$ 37,500.00	\$ 500.00	\$ 75,000.00	\$ 250.00	\$ 37,500.00	\$ 315.00	\$ 47,250.00	\$ 500.00	\$ 250.00	\$ 328.75
18	Sewer Flow Control	LS	1	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 80,000.00	\$ 5,000.00	\$ 26,250.00
19	Project Liaison	LS	1	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 18,000.00	\$ 5,000.00	\$ 10,125.00
20	Traffic Control	LS	1	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 5,000.00	\$ 17,000.00
21	Dewatering	LS	1	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 2,000.00	\$ 2,000.00	\$ 25,650.00	\$ 25,650.00	\$ 50,000.00	\$ 2,000.00	\$ 20,662.50
22	Miscellaneous Pavement Replacement as Directed by Construction Manager	SF	5000	\$ 5	\$ 25,000.00	\$ 2.50	\$ 12,500.00	\$ 8.00	\$ 40,000.00	\$ 3.00	\$ 15,000.00	\$ 12.00	\$ 60,000.00	\$ 12.00	\$ 2.50	\$ 6.38
23	Sheeting, Shoring, and Bracing	LS	1	\$ 75,000	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,500.00	\$ 15,500.00	\$ 40,000.00	\$ 15,500.00	\$ 26,375.00
24	City of Newark Encroachment Permit	LS	1	\$ 15,000	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
25	Over Excavate and Install Rock Ballast As Authorized by the Construction Manager	LF	1000	\$ 6	\$ 6,000.00	\$ 40.00	\$ 40,000.00	\$ 88.00	\$ 88,000.00	\$ 20.00	\$ 20,000.00	\$ 27.00	\$ 27,000.00	\$ 88.00	\$ 20.00	\$ 43.75
26	Over Excavate and Prepare Trench Per Special Trench Section as Authorized by the Construction Manager	LF	500	\$ 350	\$ 175,000.00	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00	\$ 20.00	\$ 10,000.00	\$ 18.00	\$ 9,000.00	\$ 100.00	\$ 18.00	\$ 59.50
27	Remove and Replace Storm Drain Inlet	EA	2	\$ 4,000	\$ 8,000.00	\$ 7,500.00	\$ 15,000.00	\$ 11,000.00	\$ 22,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00	\$ 11,000.00	\$ 1,500.00	\$ 5,875.00
Subtotal					\$ 2,267,650.00		\$ 2,107,735.00		\$ 2,293,386.00		\$ 2,206,232.00		\$ 3,430,777.00			
Bid Adjustment					\$ -		\$ -		\$ (100,000.00)		\$ -		\$ -			
Contingency 10%					\$ 226,765.00		\$ -		\$ -		\$ -		\$ -			
Total					\$ 2,494,415.00		\$ 2,107,735.00		\$ 2,193,386.00		\$ 2,206,232.00		\$ 3,430,777.00			

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF
NEWARK BACKYARD SANITARY SEWER RELOCATION PROJECT – PHASE 3
Project No. 800-459

THIS AGREEMENT, made and concluded, in duplicate, this 11th day of April, 20 16, between the UNION SANITARY DISTRICT ("District"), Union City, California, and McGuire and Hester ("Contractor"), License No. 98579.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Newark Backyard Sanitary Sewer Relocation Project – Phase 3 (Project No. 800-459)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Two Million One Hundred Seven Thousand Seven Hundred and Thirty Five Dollars (\$ 2,107,735) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated March 24th, 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 _____, 20_____.

CONTRACTOR McGuire and Hester

By: 

Name: Michael R. Hester

Title: President

Address: 9009 Railroad Ave.

Oakland, CA 94603

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

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: April 4, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services
Rollie Arbolante, Customer Service Team Coach

SUBJECT: Agenda Item No. 10 - Meeting of April 11, 2016
Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Harris and Associates to Provide Construction Management Services for the Newark Backyard Sanitary Sewer Relocation Project - Phase 3

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Harris and Associates in the amount of \$196,235 to provide construction management services for the Newark Backyard Sanitary Sewer Relocation Project - Phase 3. Funds for the projects have been budgeted in the Renewal and Replacement Fund.

Background

The Newark Backyard Sanitary Sewer Relocation Project - Phase 3 (Project) is the third phase of the three-phased project to improve the existing sewer system within the residential neighborhood located northerly of the intersection of Dairy Avenue and Cherry Street in the city of Newark. A location map is attached. The existing sewers have very flat slopes and require frequent and expensive maintenance. The sewers are also located in backyard easements and are very difficult to access for maintenance and inspection. The goal of the project is to relocate the existing backyard sewer mains and laterals to the public streets fronting the homes.

Phase 1 of the project included the relocation of 33 sewer laterals from the backyard of homes along Dairy Avenue and Cherry Street and was completed in late summer of 2014. Phase 2 of the project included the construction of approximately 3,855 feet of new sewer mains to replace existing sewer mains located in backyard easements, and the relocation of 93 sanitary sewer

laterals to the new sewer mains along George Avenue, Jennifer Street, Deborah Street, Leone Street and parts of Zulmida Avenue and Noel Avenue. Construction of Phase 2 project was completed in November 2015. The final phase of the project, Phase 3, includes the construction of approximately 3,000 feet of new sewer mains and the relocation of 100 sanitary sewer laterals to new sanitary sewer mains along Bonnie Street, Zulmida Avenue, Wilma Avenue, and Noel Avenue.

Project design was completed by West Yost Associates in March 2016. The Project was advertised for bids on March 1 and March 8, 2016, and bids were opened on March 24, 2016, with McGuire and Hester submitting the apparent low bid of \$2,107,735.

Task Order No. 1

The purpose of Task Order No. 1 is to authorize construction management services to Harris and Associates for the duration of the Project. The total negotiated cost for the proposed services is \$196,235 which represents 9.3% of the total construction contract. The 9.3% falls within the typical range of fees for similar types of projects, which is between 8% and 10% of the total project construction amount. Staff believes that the price is reasonable given the scope of work and the duration of the Project's construction period of five months.

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, project coordination, and general contract administration. The scope of work and cost proposal have been reviewed by staff and determined to be appropriate.

Harris and Associates provided construction management of the Newark Backyard Sanitary Sewer Relocation Project – Phase 1 in 2014 and staff was satisfied with their work.

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

Staff recommends the Board of Directors authorize the General Manager to execute an Agreement and Task Order No. 1 with Harris and Associates in the amount of \$196,235 to provide construction management services for the Newark Backyard Sanitary Sewer Replacement Project - Phase 3.

PRE/SEG/RRA:ks

Attachments: Project Location Map
 Task Order No. 1 with Exhibits A, B, C
 Agreement with Harris and Associates

Newark Backyard SS Relocation Phase 3

VicinityMap



Site

Legend

Streets

Parcels

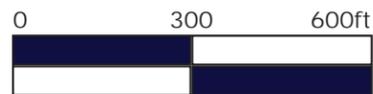
Lakes

2014 Aerial Photo

For USD use only

Disclaimer:

The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date, and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.



NEWARK BACKYARD SANITARY SEWER
RELOCATION PROJECT – PHASE 3
(USD Project No. 800-459)

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

Harris & Associates

FOR

PROFESSIONAL SERVICES

Dated _____, 2016

1. **PURPOSE**

The purpose of Task Order No. 1 is to authorize construction management and inspection services during the construction of the Newark Backyard Sanitary Sewer Relocation Project – Phase 3 (Project).

Construction management and inspection services to be provided during construction include attendance at meetings, coordinating responses to requests for information and design clarification, review and processing of change order requests, and other services detailed in Section 2. Scope of Services below.

2. **SCOPE OF SERVICES**

The Scope of Services associated with the cost and schedule data is presented in Exhibit A.

3. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District’s Project Manager, Rollie Arbolante.

4. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The Multiplier for this work shall be approximately 3.0, the profit shall be 5 percent, and the cost ceiling shall be \$196,235. A schedule of rates for this project is shown in Exhibit B with fee estimate in Exhibit C.

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Construction Management and Inspection Services	\$ 196,235	Yes	Paul Eldredge
Total	\$ 196,235		

5. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 165 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement.

6. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
Project Director	Kurt Wiedmann
Construction Manager	Jeff Palin, PE

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 _____, 2016 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Harris and Associates

By: _____

By: _____

Name: Paul R. Eldredge, P.E.

Name: Kurt Wiedmann

Title: General Manager/District Engr.

Title: Deputy Director for CM Services

Exhibit A SCOPE OF SERVICES



Task 1 - Preconstruction Phase Activities

- 1.1 Document Review
- 1.2 Document Management System

Task 2 - Construction Management Services

- 2.1 Communications and Correspondence
- 2.2 Change Management
- 2.3 Monthly Construction Progress Reports
- 2.4 Schedule Monitoring
- 2.5 Cost Monitoring
- 2.6 Progress Coordination/Meetings
- 2.7 Payment Recommendations
- 2.8 Safety
- 2.9 Environmental Coordination
- 2.10 Request for Information (RFI) Management
- 2.11 Document Management
- 2.12 Construction Change Order Review and Recommendations

Task 3 - Construction Inspection Activities

- 3.1 Inspection and Documentation
- 3.2 Materials Testing
- 3.3 Produce and Maintain Photographic and Video Records of Construction Progress
- 3.4 Review and Maintain "As Built" Drawings
- 3.5 Final Acceptance - Punch List Assistance
- 3.6 Final Inspection and Punch List

Task 4 - Construction Closeout Activities

- 4.1 Contract Closeout
- 4.2 Project As-Built Drawings
- 4.3 Final Project Report
- 4.4 Final Payment

Task 1 - Pre-Construction Phase Services

- 1.1 Document Review

Purpose:

To familiarize field staff with bidding documents, geotechnical reports and other technical reports to be utilized during the construction period.

Approach:

Construction manager shall review conformed plans and specifications and design and pre-construction documents.

Exhibit A SCOPE OF SERVICES



Assumptions:

1. District will provide one full-size set of conformed plans, half-size set of conformed plans, and two sets of the specifications.

Deliverables:

1. Reviewed contract documents with notations of potential issues requiring immediate attention.

1.2 Document Management System

Purpose:

The purpose of this subtask is to establish a system for the timely logging, filing, tracking and management of project related correspondence to assure timely responses, provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

Approach:

Harris shall set up a document tracking system, using the District's *Projectmates* project management application, to maintain project files for the project office.

Assumptions:

1. The District shall provide training for Harris staff on the use of *Projectmates* for this Project.
2. Actual logging, filing, and tracking of project information via *Projectmates* shall be performed under separate tasks and subtasks.
3. The Harris File Index shall be adopted for all project files.

Deliverables:

1. Understanding, utilization, and implementation of *Projectmates* by the Harris project team.

Task 2 - Construction Management Services

2.1 Communications and Correspondence

Purpose:

To provide and/or facilitate effective communications, on behalf of the District among all stakeholders in the administration of the construction contract.

Approach:

Harris shall obtain all pertinent information as required to develop a project directory of all key personnel working on the project. Harris shall develop a graphic chart indicating the proper flow of correspondence. Harris shall log all information received from the Contractor and others, in Contract Manager. Lastly,

Exhibit A SCOPE OF SERVICES



Harris shall prepare and/or forward appropriate responses, obtaining District approval when required.

Assumptions:

1. The Harris Correspondence Log shall be used for all correspondence received from the District, the Contractor and others.
2. All original correspondence shall remain with the Harris project files. Only copies shall be distributed, with the exception of shop drawing submittals.
3. The Harris project files shall be turned over to the District upon conclusion of the project.

Deliverables:

1. Written logs of information received from the District, the Contractor and/or others.
2. All original correspondence.
3. Harris project files.

2.2 Change Management

Purpose:

To provide a system for logging and tracking all changes on the project.

Approach:

Harris shall review potential change orders for contractual and technical merit, prepare independent cost estimates and schedule analysis of work as necessary, and consult with the District on change orders. Harris shall prepare change orders with all required support documentation for execution by the District. Harris shall keep the District apprised of cumulative changes in project cost and project duration.

Assumptions:

1. Harris shall obtain final approval of all project cost and/or project time changes from the District prior to authorizing the Contractor to proceed with changes.
2. Harris shall prepare official change order documentation to be processed with the Contractor's regular application for payment.

Deliverables:

1. Independent cost estimates.
2. Change orders ready for execution.
3. Change order summary reports.

2.3 Schedule Monitoring

Purpose:

To monitor and review the Contractor's schedule, after acceptance of baseline schedule, to ensure project is not being delayed over issues within the control of the Contractor.

Approach:

Harris shall develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. Harris shall notify the Contractor of discovered changes and document the Contractor's response, for the record. Harris shall keep the District apprised of the Contractor's current construction schedule.

Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 by Primavera or Microsoft Project. Gant charts will be strictly forbidden.

Deliverables:

1. Monthly analysis, review, and comments to Contractor and District.

2.4 Cost Monitoring

Purpose:

To provide the District with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

Approach:

Harris shall generate reports for the purpose of monitoring anticipated and actual cost outlays.

Assumptions:

The District will provide direction regarding desired cost monitoring information and report formats.

Deliverables:

1. Monthly cost monitoring reports, in a format to be determined with agreement by the District.

2.5 Progress/Coordination Meetings

Purpose:

To provide a weekly forum for the review of the project status, the look-ahead schedule, outstanding RFIs and submittals, and project issues.

Exhibit A SCOPE OF SERVICES



Approach:

Harris shall conduct regular progress/coordination meetings, to be attended by the District, West Yost and Associates when requested by the District, the Contractor, Harris and invitees. Harris shall request the District and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, Harris shall prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, Harris shall distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes shall be filed as either approved or amended.

Assumptions:

1. The District, West Yost and Associates when requested by the District, and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. Meetings shall not take place more than once a week and shall not last longer than one hour.
3. The Contractor will submit a look-ahead schedule (3-week) at each meeting noting any potential schedule impacts.

Deliverables:

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted, within 24 hours of the meeting.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

2.6 Payment Recommendations

Purpose:

To verify that the Contractor's request for payment does not represent more than an amount for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the District for work completed and materials stored on hand (if allowed).

Approach:

Harris shall review and approve the Contractor's monthly progress payment based on the percentage of work activities complete. The Contractor will submit a certified application for payment to Harris for final review. Once approved, Harris shall prepare a payment application certificate and require the Contractor to submit an invoice, for approval and execution by the District.

Assumptions:

1. The District will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.

Exhibit A SCOPE OF SERVICES



2. Contract Manager Software is acceptable to the District for preparing progress payment application certificates.

Deliverables:

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the District.

2.7 Safety

Purpose:

To observe the Contractor's work and worksite and communicate safety concerns to the Contractor, as observed.

Approach:

Harris shall observe Contractors' work and worksite, and communicate safety concerns regarding work conditions and/or areas. Immediate shutdown or partial shutdown of Contractors' work may be required if conditions endanger life.

Harris shall verify by inspection that the Contractor has posted its safety program at locations identified in the specifications and required by regulations. Harris shall provide documentation to the District of accidents when they occur. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the accident. Harris shall inform the District when Harris becomes aware of suspected safety violations.

Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires Contractor to submit accident reports.
3. Harris assumes no responsibility for safety of Contractor's work areas.
4. Harris assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

Deliverables:

1. Accident reports from Contractor.
2. Immediate reporting to the District of any incidents.

2.8 Environmental Coordination

Purpose:

Verify Contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies.

Exhibit A SCOPE OF SERVICES



Approach:

Review and enforce requirements stipulated in permits issued by regulatory agencies.

Assumptions:

1. Contractor will provide all permits in their name to Harris.
2. All other permits have been included in the contract documents.

Deliverables:

1. Daily inspection reports prepared by on site Harris inspection staff.
2. Correspondence to affected parties.

2.9 Request for Information (RFI) Management

Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the District and the Contractor.

Approach:

Harris shall receive, log and review all RFIs for completeness and verify the request is reasonable and understandable. Harris shall provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. Harris shall return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. Harris shall track RFIs, using *Projectmates*, and facilitate the timely response from the District.

Assumptions:

The District, with assistance from Harris, will respond with an answer to all RFIs within the contract stipulated time period for response. E-mail will be used to forward RFIs to the District and return responses to the Contractor, with original documents to follow as necessary.

Deliverables:

1. Comprehensive log of all outstanding RFIs and their status.

2.10 Document Management

Purpose:

To provide the District with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Exhibit A SCOPE OF SERVICES



Approach:

Harris shall use *Projectmates* and the Harris File Index to log all documents in the project field office. Documents shall be scanned into the document control system and attached *Projectmates*. All documents shall be filed as an electronic file and hardcopy.

Assumptions:

None.

Deliverables:

1. Comprehensive logs of all documents in the project files (electronic and hardcopy).
2. All hardcopy project documents exchanged on the project between the various parties.

2.11 Construction Change Order Review and Recommendations

Purpose:

To provide the District with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract. To assure the District that the associated extra work costs and time extension requests are fair and reasonable to both the District and the Contractor.

Approach:

Harris shall use the following approach in assisting the District:

Requests for Changes by the District:

1. Harris shall forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work to fairly price the work.
2. Harris shall prepare an independent cost estimate of the extra work.
3. Harris shall review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and then obtain District authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should Harris and the Contractor be unable to negotiate a reasonable price, the District will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor:

1. Harris shall review requests of proposed cost and/or time impacts for merit. If Harris determines the request fails on merit, the Contractor shall be informed of

Exhibit A SCOPE OF SERVICES



the reasons why the request is denied. Should Harris determine the request has merit; Harris shall proceed with steps 2 and 3.

2. Harris shall prepare an independent cost estimate and schedule analysis of the work and review the information with the District prior to negotiations with the Contractor.
3. Harris shall negotiate extra work cost and time extensions with the Contractor.
4. Harris shall prepare change order documents for approval and execution by the District.

Assumptions:

1. Harris shall have authority to make minor changes to work that it determines to have no design, cost or time impacts to the construction project.
2. The contract will require the Contractor to submit a project schedule to demonstrate critical path impact to the project's schedule in order to substantiate any/all Contractor requests for contract time extension.
3. Extra work costs successfully negotiated between Harris and the Contractor shall be submitted to the District for approval.

Deliverables:

1. Change order documentation ready for approval and execution by the District.
2. Change order logs.

Task 3 - Construction Inspection Services

3.1 Inspection and Documentation

Purpose:

To provide the District with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

Approach:

Using *Projectmates*, Harris shall document the Contractors' daily activities, manpower utilization, on-site equipment and items considered pertinent to the project.

Assumptions:

1. All inspections shall be within the project limits.

Deliverables:

Harris daily activity reports, maintained in the Harris project files and turned over to the District at the completion of the project.

3.2 *Materials Testing*

Purpose:

To coordinate and manage the efforts of third party inspection and testing firm provided independently by the District.

Approach:

Harris shall coordinate and manage the utilization of the District's third party quality assurance consultants.

Assumptions:

1. Material testing, special inspection, and specialty inspection contract are provided independently by the District.

Deliverables:

Third party quality assurance reports maintained in the Harris project files and turned over to the District at the completion of the project.

3.3 *Maintain Photographic and Video Records of Construction Progress*

Purpose:

To provide the District with a photographic record of the project, before, during and after construction.

Approach:

Using digital photography, Harris shall record pre-construction conditions with the Contractor, Contractor's progress during construction, and post-construction conditions. Care shall be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs shall be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

Assumptions:

All photographs shall remain at the Harris office electronically until the end of the project.

Deliverables:

All electronic photographic records.

3.4 *Review and Maintain "As Built" Drawings*

Purpose:

To provide the District with accurate record drawings for the project.

Exhibit A SCOPE OF SERVICES



Approach:

Monitor Contractor's required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, Harris staff shall maintain a copy of the contract plans for the project. Harris staff shall attempt to include items that are not normally shown on the Contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

Assumptions:

1. Contract documents require Contractor to maintain red line as-built drawings.

Deliverables:

1. One set of marked up contract drawings. This set shall be in addition to the Contractor's marked up set of contract drawings.

3.5 Determine Substantial Completion

Purpose:

To determine if the work and administrative requirements are sufficiently complete in accordance with the Contract Documents and Plans so the District can utilize the work for its intended use.

Approach:

After receiving notification from the Contractor, Harris shall inspect the Work and determine if the Work qualifies for Substantial Completion. If corrective work exists, Harris shall notify the Contractor by issuing a Corrective Work Item List. After completion of all corrective work, Harris shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion.

Assumptions:

None.

Deliverables:

1. Harris shall provide the completed Certificate of Substantial Completion to the District and file in *Projectmates*.

3.6 Final Acceptance - Punch List Assistance

Purpose:

To provide the District with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

Approach:

Harris shall coordinate a walk-through with the District, and the Contractor. Harris shall prepare a punch list indicating all deficiencies and/or omissions noted in the

Exhibit A SCOPE OF SERVICES



walk-through. The punch list shall then be forwarded to the Contractor for correction of the work in accordance with timelines defined in the contract. Harris shall inspect items on the punch list once the Contractor has notified Harris that the work is complete. Completed items on the punch list shall be signed off by Harris. Upon completion of the punch list work Harris shall notify the District the work is complete and forward a copy of the completed punch list.

Assumptions:

None.

Deliverables:

Completed and signed-off punch list submitted to the District with the closeout documents.

Task 4 - Construction Closeout Activities

4.1 Contract Closeout

Purpose:

To provide the District with final closeout documentation.

Approach:

Harris shall turnover all project files, contract correspondence and documents including final logs at time of project completion.

Assumptions:

Harris shall recommend and the District will file final Notice of Completion and Acceptance of Work.

Deliverables:

1. Final project documentation, in electronic on *Projectmates* and hard copy format delivered to District Project Manager.

4.2 Project As-Built Drawings

Purpose:

To provide the District with accurate record drawings indicating all changes and as-built conditions.

Approach:

Harris shall monitor Contractor-required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, Harris shall maintain a copy of up-to-date contract plans for the purpose of aiding West Yost in final review of the record drawings.

Exhibit A SCOPE OF SERVICES



Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. Harris shall assist the District in review and final approval of the record drawings.

Deliverables:

One set of contract drawings indicating recorded changes to the contract, as maintained by Harris. This set shall be in addition to the Contractor's marked up set of contract drawings.

4.4 Final Payment

Purpose:

To provide the District with the final contract cost and final balance due the Contractor.

Approach:

Following completion of the contract work, Harris shall determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. Harris shall prepare for the District and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment with Contractor invoice, submitted to Harris. Once approved, Harris shall forward application for payment to the District for final approval and processing.

Assumptions:

1. There are no outstanding issues or claims.
2. The District is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

Deliverables:

1. Contractor's last certified application for payment with application certificate and invoice.

3. DELIVERABLES

Project deliverables are as listed above.

Exhibit B



RANGE OF HOURLY RATES:

Applicable to:
Newark Backyard Sanitary Sewer Relocation Project, Phase 3
for Union Sanitary District

Effective January 1 - December 31, 2016

CONSTRUCTION MANAGEMENT

HOURLY RATE

Project Directors	\$210-250
Project Managers	150-220
Construction Managers	150-220
Resident Engineers	120-180
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors*	120-185
Technicians	90-160
Administration	75-100

Notes: Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes). Inspector vehicle and cell phone usage are a separate direct cost.

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

All subconsultant charges are subject to a 5% markup.

NEWARK BACKYARD SANITARY SEWER
REPLACEMENT PROJECT – PHASE 3

AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
HARRIS & ASSOCIATES
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, 2016, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and HARRIS AND ASSOCIATES (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends construct the Newark Backyard Sanitary Sewer Replacement Project – Phase 3 (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, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

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

18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or

provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 13) 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

THIS ARTICLE NOT USED.

ARTICLE 22 - EXCEPTIONS

No exceptions.

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

UNION SANITARY DISTRICT

HARRIS AND ASSOCIATES

By: _____

By: _____

Name: Paul R. Eldredge, P.E.

Name: _____

Title: General Manager/District Engineer

Title: _____

Date: _____

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: April 4, 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
Derek Chiu, Assistant Engineer

SUBJECT: Agenda Item No. 11 – Meeting of April 11, 2016
Reject the Sole Bid Received for the Cogeneration Improvements Project

Recommendation

Staff recommends the Board reject the sole bid received for the Cogeneration Improvements Project.

Background

The District's new Cogeneration System and the digester gas conditioning system (DGCS) were placed into operation in November 2014. As with other large and complex projects, additional improvements were deemed necessary for operating and properly maintaining the Cogeneration system and DGCS.

Staff identified the need to provide localized cooling of the two cogeneration engines to improve their performance in the elevated room temperatures during hot weather. In the absence of localized cooling, the engine control system will automatically de-rate the engines to protect them from overheating, which results in lower power generation. During summer of 2015, staff rented portable air conditioning units to address this issue. Permanent air conditioning units and ductwork would be necessary to provide a more reliable method to improve the performance of the cogeneration engines and maximize their power generation.

At the DGCS, staff identified the need to individually shut down the digester gas blowers. Currently, if only one gas blower needs to be shut down for maintenance, both blowers must be shut down together. When both blowers are shut down, the DGCS will be out of service, which

would stop the flow of digester gas to, and subsequently shut down, the cogeneration engines. A permanent solution is necessary to ensure the DGCS remain in operation.

Inside the Cogeneration Building, staff identified the need for additional emergency lights, which would come on during a plant power outage. The building currently has several emergency lights located above the doorways. However, due to the large building interior area and the layout of equipment and piping, additional lights are necessary to provide safe access within the building for the plant personnel who may be present during a power outage.

Scope of Work

Carollo Engineers and Beecher Engineering completed the project's final design in February 2016. The Project's major elements are:

- Install two air conditioning units at the Cogeneration Building along with associated ducting, supports, and dampers.
- Make electrical modifications to the digester gas conditioning system and add new circuit breakers for the digester gas blowers.
- Install new emergency lights inside the Cogeneration Building to provide safe access to plant personnel during a plant power outage.

Bid Results

Staff advertised the project for bids on February 16, 2016. Staff received and opened a single bid on March 15, 2016. The bid results are summarized in the table below and in the attached Table 1.

Contractor	Total Base Bid Plus Bid Alternate A
D. W. Nicholson Corporation Hayward, CA	\$451,000
Engineer's Estimate	\$300,000

D. W. Nicholson Corporation was the apparent low bidder with a bid of \$451,000, which is 50% higher than the Engineer's Estimate of \$300,000.

Four contractors attended the mandatory pre-bid conference and site visit on February 25, 2016. Staff contacted the other three contractors after the bid opening to inquire about their reasons for not bidding the Project. One contractor did not possess the required Class A contractor's

license. A second contractor could have bid this project as a general contractor but decided instead to bid the project as the heating, ventilation, and air conditioning (HVAC) subcontractor. The third contractor did not submit a bid because of another project that bid on the same day.

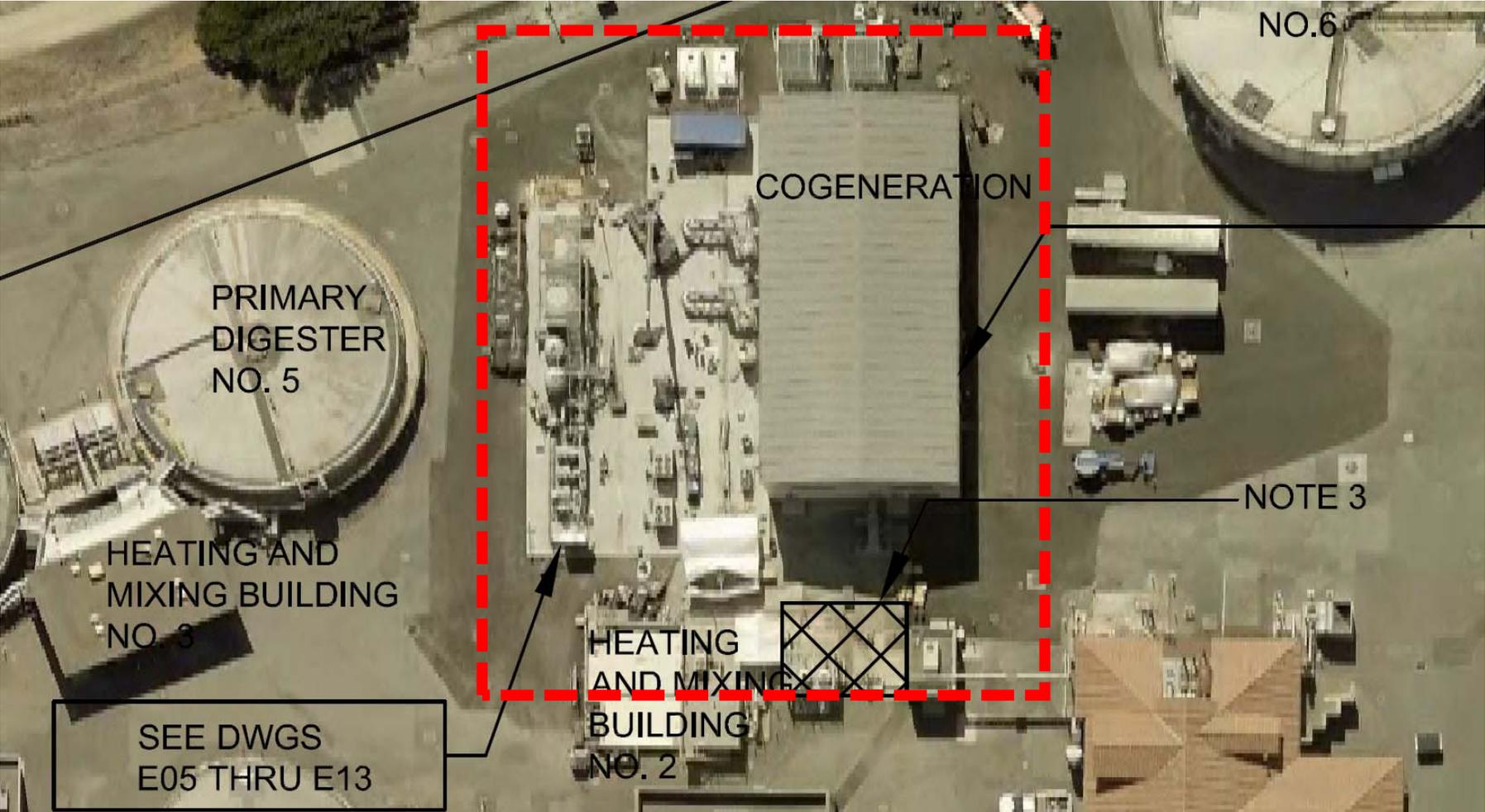
Staff will re-evaluate the project scope and determine if any modifications are necessary in order to draw more interest in the project when it is re-bid later this year. Additionally, when the project is re-bid, staff will reach out to more general and HVAC contractors in order to receive multiple competitive bids.

Staff recommends the Board reject the sole bid received from D. W. Nicholson Corporation for the Cogeneration Improvements Project.

PRE/SEG/RC/DC:ks

Attachments: Figure 1 – Site Location Map
Table 1 – Bid Tabulation

FIGURE 1 – COGENERATION IMPROVEMENTS PROJECT



**Table 1
Bid Tabulation**

**Cogeneration Improvements Project No. 800-359
Bid Tabulation
Bid Opening: 2:00 pm, March 15, 2016
Engineer's Estimate: \$300,000**

Bid Item No.	Bid Item	Unit	Estimated Quantity	D.W. Nicholson (Hayward, CA)
				Total Bid Price
1	Completion of all Work as part of Contract Documents for Cogeneration Improvements Project No. 800-359, except as specified under Bid Item 2	LS	1	\$450,000
2	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$0
Total Base Bid				\$450,000
Bid Alternate A	Builder's Risk Insurance	LS	1	\$1,000
Total Contract Price				\$451,000
Percent (Under)/Over Engineer's Estimate				50.3%



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: April 4, 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. 12 – Meeting of April 11, 2016
Reject All Bids Received for the Pine Street Easement Improvements Project and Authorize Staff to Re-bid the Project.

Recommendation

Staff recommends the Board reject all bids received for the Pine Street Easement Improvements Project and authorize staff to re-bid the project.

Background

The District owns and maintains a 12-inch diameter sewer main that parallels Mammoth Creek in southeastern Fremont. This pipeline aerially crosses a small creek tributary to Mammoth Creek behind the residences on Sabercat Place. Please see the location map provided in Exhibit A.

In about 1997, due to the El Niño storms of the 1990's, the District completed a project to stabilize the Pine Street Easement in localized areas along the Mammoth Creek watershed where sliding failures and / or erosion were threatening the easement access road and sewer pipeline. One of these localized improvements included riprap placement in the aforementioned tributary creek where stream bank erosion had partially exposed the top of the pipe bridge's eastern foundation.

Since those 1997 improvements, the tributary creek channel has moved closer to the pipe bridge's eastern foundation and the bank has continued to erode. The top of the foundation is again exposed due to creek channel incisement, or down-cutting, and displacement of the 1997 riprap. The western foundation is unaffected by the erosion.

Approximately two feet of the eastern foundation's side is now exposed by erosion. This erosion has removed approximately one-third of the pier embedment on the downslope, or channel side, of the pier, and places the pier in danger of failure should further erosion around the pier occur. Although there has not been damage to the pipe bridge or pipeline to date, further soil movements and erosion may result in damage, and failure could expose the tributary creek and Mammoth Creek to wastewater.

The Project will eliminate structural dependence upon the eastern pier by constructing a new, more robust eastern abutment and strengthening the existing bridge span itself. The project scope of work includes construction and modification to the existing aerial pipe bridge casing and pier support, construction of a new drilled pier support and concrete abutment, painting / coating of existing and new steel components, and access road improvements. West Yost Associates completed the project design in February 2016.

Bid Results

The project was advertised for bids on February 9, 2016, and bids were opened on March 15, 2016. Staff received two (2) bids. The results are as follows:

Contractor	Total Base Bid Amount
Valentine Corporation	\$194,219
Trinet Construction	\$216,600
Engineer's Estimate	\$200,000

Valentine Corporation was the apparent low bidder with a total base bid amount of \$194,219. Staff reviewed the bid and found it to be non-responsive. The project's bid documents clearly informed all bidders that attendance at both the prebid conference and site visit following the conference were mandatory for all contractors submitting a bid. Valentine Corporation failed to attend both events. After consulting with legal counsel, staff notified Valentine on March 17, 2016, of its intent to reject their bid. Valentine Corporation did not protest the District's position.

Trinet Construction was the second-lowest bidder with a total base bid amount of \$216,600. Staff reviewed the bid and found it also to be non-responsive. The project's bid document required bidders to provide the average of their Worker's Compensation Experience Modification Rate (EMR or X-mod) for the last three complete years. Trinet Construction's average is 1.1067, which exceeds the maximum allowable limit of 1.1. After consulting with legal counsel, staff notified

Trinet Construction on March 17, 2016, of its intent to reject their bid based on their failure to meet the minimum safety requirement. Trinet Construction appealed the District's position on March 24, 2016, and asked that the District consider not using the last two digits of their average EMR, while highlighting their incident record during the last eight years, particularly in 2014. Staff reviewed Trinet Construction's appeal, consulted with legal counsel, and on March 30, 2016, notified Trinet Construction that the initial determination of non-responsiveness would stand.

Public Contract Code section 20805 allows the District to reject bids in its discretion. Therefore, since both bids were found to be non-responsive, staff recommends the Board reject all bids received for the Pine Street Easement Improvements Project and authorize staff to re-bid the project.

If authorized to re-bid the project, staff will attempt to reach out to additional contractors who specialize in civil site work in order to receive multiple competitive bids.

PRE/SEG/RC/CE:ks

Attachment: Exhibit A – Location Map



Mammoth Creek

Project Location



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: April 4, 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. 13 – Meeting of April 11, 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, February 22, 2016, March 14, 2016, and March 28, 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's (ACWD's) 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 (Complete): 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. On March 11 and 14, 2016, the new sliplined pipeline was grouted into place inside the old pipeline. The following day, March 15, 2016, Collection Services staff televised the new pipeline for final acceptance.

Phase 4 – Backfill (Complete): Pit backfill began on March 3, 2016, even as the sewer repair and rehabilitation activities were finishing, and was completed on March 18, 2016. The new manhole was constructed simultaneously as backfill proceeded upwards in the pit.

Phase 5 – Utilities (Complete): Before the project could be completed, several utilities had to be re-connected. On March 18, 2016, McGuire and Hester began replacement of 70 feet of ACWD's water line removed during Phase 2. This work was later completed on April 1, 2016. During this same time period, on March 22, 2016, the groundwater dewatering systems described above were removed from the site and the dewatering wells were abandoned in place. Then, on March 23 and 29, 2016, PG&E re-installed and reconnected the gas line that was disconnected and removed during Phase 1. Finally, a storm drain line temporarily relocated to facilitate shaft excavation was replaced on April 4 – 5, 2016.

Phase 6 – Site Restoration (In Progress): Final restoration work includes reconstructing the damaged street area, re-paving the street, and returning to normal traffic operations. Excavation, backfill, and compaction activities to remove damaged areas and prepare the new street subgrade began on March 15, 2016, and are still in progress. Street paving is expected during the week of April 11, 2016. Substantial completion is expected by

April 15, 2016, at which time the street will be re-opened and normal traffic operations will resume.

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 April 15, 2016.

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

McGuire & Hester crews removed plugs and returned to normal sewer flows in the new pipeline on March 16, 2016. Collection Services staff finished cleaning all surcharged sewers upstream of the overflow pipe on March 19, 2016. Efforts by Collection Services staff to control odors have concluded now that 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 anticipate bringing one more item to the Board, on April 25, 2016, to terminate the emergency action.

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: April 5, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
J. Leah Castella, Assistant General Counsel

SUBJECT: Agenda Item No. 14 - Meeting of April 11, 2016
Review and Approve Proposed Changes to Policy No. 3210, Boardmember Use of E-mail for District Business

Recommendation

Review policy and proposed changes; select one of the proposed options identified below.

Background

On September 28, 2015 the Board considered options regarding revisions to the Use of Email for District Business Policy ("Email Policy") that was adopted in April, 2014. At that meeting, the Board discussed the need for some updates to the Email Policy, including:

- Automatic forwarding to staff for e-mails addressed to the entire Board;
- Requirement that Boardmembers use District provided e-mails when engaging in District business.

The Board requested that staff revise the Policy in accordance with the conversation at the September 28, 2015 meeting and bring it back for further consideration at a future Board meeting. The attached version incorporates the following revisions:

- Updates to the procedure for assigning and managing individual Board e-mails;
- Creation of a general Board e-mail account and establishment of procedures for staff monitoring of that account;
- Creation of procedures for staff response to the general Board e-mail account.

Staff recommends the Board take one of the following actions:

- a. Approve the policy as drafted
- b. Approve the policy with amendments
- c. Form an Ad-Hoc Committee and send policy to committee for revisions
- d. Send the item to a future Board workshop for additional discussion

Attachment

Redline version of policy 3210 indicating changes since the April, 2014 version

Clean version of policy 3210

Procedure

Each ~~Director~~Boardmember will be assigned a District e-mail account formatted with @unionsanitary.ca.gov. Any e-mail communication by a ~~Director~~Boardmember relating to the conduct of District business ~~will~~should be through the use of a District e-mail account.

Emails sent to the entire Board at BOD@unionsanitary.ca.gov will be automatically forwarded to certain District staff members, which is standard practice for public agencies. This will ensure that any time-sensitive issues are brought to the District's attention in a timely manner, and to incorporate correspondence pertaining to the agenda items into the public record. District management will monitor the general Board e-mail account and respond in a timely manner, as set forth below. In order to prevent inadvertent issues regarding the Ralph M. Brown Act, Boardmembers shall not use the "Reply All" function if responding to an e-mail sent to the entire Board.

Emails to individual Boardmembers will not be automatically forwarded to staff.

Pursuant to the Act, emails to individual Boardmembers or the entire Board of Directors regarding District business that are sent to the official addresses above are treated as public records, subject to exemptions set forth in the Act.

District management will monitor the general Board e-mail account and respond in a timely manner, as set forth below.

Management Responsibility

Management is responsible for assigning e-mail accounts to ~~Directors~~Boardmembers and maintaining those accounts on a District server, as well as maintaining a general e-mail address for all Boardmembers at BOD@unionsanitary.ca.gov. Management is further responsible for posting a disclaimer on the District's website that explains (1) the District's policy to automatically forward emails sent to the entire Board to certain staff members, and (2) the fact that emails are treated as public records.

Management is also responsible for providing training to Board members as needed in the use of such e-mail accounts.

Lastly, Management is responsible for acknowledging receipt of e-mails sent to the entire Board and providing information if requested. In the event an e-mail requests specific answers to questions or raises policy issues, staff will acknowledge receipt of the e-mail and agendaize an item for the Board to discuss an appropriate response.

This revision supersedes the versions listed below, which are no longer effective.

Title	Policy #	Effective Date
None – original policy		

Approved by: Board of Directors
Author/owner: General Manager
Reviewers: District Legal Counsel
Notify Person: General Manager
Revision frequency: Every 3 years
Next Review: April ~~2017~~[2019](#)

time-sensitive issues are brought to the District's attention in a timely manner, and to incorporate correspondence pertaining to the agenda items into the public record. District management will monitor the general Board e-mail account and respond in a timely manner, as set forth below. In order to prevent inadvertent issues regarding the Ralph M. Brown Act, Boardmembers shall not use the "Reply All" function if responding to an e-mail sent to the entire Board.

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This revision supersedes the versions listed below, which are no longer effective.

Title	Policy #	Effective Date
None – original policy		

Approved by: Board of Directors
 Author/owner: General Manager
 Reviewers: District Legal Counsel
 Notify Person: General Manager

Revision frequency: Every 3 years

Next Review: April 2019



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: April 5, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
J. Leah Castella, Assistant General Counsel

SUBJECT: Agenda Item No. 15 - Meeting of April 11, 2016
Review and Approve Proposed Changes to Policy No. 3060, Communications by Members of the Board

Recommendation

Review policy and proposed changes; select one of the proposed options identified below.

Background

On September 28, the Board considered options regarding revisions to communications policy for Board Members. At that meeting, the Board discussed a number of communications issues, including:

- Timely response to inquiries from the public;
- Protocol for distinguishing between the position of the District and the position of an individual Board Member, if different;
- Procedures for ensuring that the public has meaningful opportunities for engagement in Board decisions

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 a future Board meeting. The attached version incorporates the following revisions:

- Establishes a detailed set of protocols for Boardmembers to adhere to when responding to communications from the public;

- Establishes best practices for ensuring that the public is informed of and able to meaningfully participate in Boardmember decision-making;
- Establishes a set of protocols for staff to adhere to when responding to communications sent to Boardmembers;
- Creates method for agendaizing for discussion items raised in communications from the public.

Staff recommends the Board take one of the following actions on the proposed policy:

- a. Approve the policy as drafted
- b. Approve the policy with amendments
- c. Form an Ad-Hoc Committee to review and revise the policy; or
- d. Send the item to a future Board workshop for additional discussion

Attachment

Redline version of policy 3070 indicating changes since the April, 2013 version

Clean version of policy 3070

Union Sanitary District
Policy and Procedure Manual

Effective: 04/2013 / <u>2016</u>	Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors	Policy Number 3060 Page 1 of 23
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Policy

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

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

Purpose

The Board recognizes that individual Boardmembers are also members of the public and may want to express their own personal opinions on issues pertaining to USD, or correspond with the public, media representatives or publicly-elected officials. The intent of this policy is to clarify the procedure for “individual” contact so that it is not mistaken as representing the view of the entire Board and address issues regarding compliance with the Ralph M. Brown Act, California Government Code section 54950 et seq. in such communications.

Definitions

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

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

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

Procedure

1. Letters, e-mails or other electronic correspondence, or other communications to the public, media or other publicly-elected officials representing or on behalf of the Board of Directors, ~~must~~ be approved by a majority of the Board before being sent. Further, the use of any District letterhead or e-mail masthead, which implies that the communication is being sent by a District representative, must be approved by a majority of the Board.
2. As a courtesy to other Boardmembers, a Boardmember writing in his/her capacity as an individual, should request the General Manager to let other Boardmembers know of ~~the~~ any pending communication with the media or publicly-elected officials. ~~In this way, other Boardmembers are aware of the action~~ via an informational email.
3. Correspondence by a Boardmember with the public, media or publicly-elected officials as an "individual" should adhere to the following guidelines:
 - ~~3.a.~~ Correspondence written by an "individual," should not be signed as "Boardmember."
 - b. The communication should note that it is not being sent on behalf of the entire Board, but by an individual Boardmember.
 - c. If the communication expresses a viewpoint contrary to the majority position of the Board, the communication should so note.
 - d. Boardmembers should not copy the rest of the Board on communications, in order to avoid an inadvertent Brown Act violation.
 - e. Boardmembers should be cautious about opining on future actions by the Board and should not opine on the Board's position on an item that has not been before the Board.
 - f. In certain instances, such as communications regarding broad policy concerns or future agenda items, a Boardmember should consider referring questions or communications to staff for a response on behalf of the District.
 - g. Boardmembers may request as a future agenda item that the full Board consider responding to or communicating with the public, media or publicly-elected officials, in which case the communication would be on behalf of the Board and not an individual.

h. Email communications to individual Board Members, or the entire Board of Directors, on District business and directed to official email addresses are public records and subject to disclosure.

4. Boardmembers may endorse a candidate for political office, or a ballot measure, and indicate their affiliation with the USD Board of Directors without obtaining prior approval of the Board. However, an individual may not make an endorsement on behalf of the entire Board or the District without prior approval.

5. Public meetings are one of the best ways for the Board to communicate with the public. Therefore, Boardmembers should use opportunities that arise at Board meetings during discussion of agenda items to articulate reasons for their decisions to the public.

Management Responsibility

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

Management will respond to any inquiries or questions by the media, public or other publicly-elected officials to individual Boardmembers that are forwarded by that Boardmember to Management for response. Boardmembers may also request that the General Manager will place item they feel require a response on a future agenda pursuant to Board policies for the Board’s full consideration. Agendizing the item will provide the public with the with the opportunity to meaningfully engage with the Board on any issues raised by the inquiry or question

Management is also responsible for ensuring staff reports clearly articulate the reasons for their recommendations. In order to provide members of the public with the opportunity to inform themselves on issues being discussed by the Board, these staff reports are provided to the public in advance of the Board meeting via the District’s website.

This revision supersedes the versions listed below, which are no longer effective.

Title	Policy #	Effective Date
Communication with the Media and Publicly Elected Officials by Members of the Board of Directors	3050	7/1991
Communication with the Media and Publicly Elected Officials by Members of the Board of Directors	3050	12/2000
Communication with the Media and Publicly Elected Officials by Members of the Board of Directors	3050	02/2008

Author/owner: General Manager

Approved by: Reviewed and Approved by Board ~~April 22, 2013~~ 2016

Reviewers: Board of Directors, General Manager

Notify Person: General Manager
Review Frequency: Every 5 years
Next Review: April ~~2018~~2021

Union Sanitary District
Policy and Procedure Manual

Effective: _____/2016	Communication by Members of the Board of Directors	Policy Number 3060 Page 1 of 3
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Policy

Boardmembers are to seek prior approval from a majority of the Board of Directors prior to expressing a point of view on behalf of the Board.

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

Purpose

The Board recognizes that individual Boardmembers are also members of the public and may want to express their own personal opinions on issues pertaining to USD, or correspond with the public, media representatives or publicly-elected officials. The intent of this policy is to clarify the procedure for “individual” contact so that it is not mistaken as representing the view of the entire Board and address issues regarding compliance with the Ralph M. Brown Act, California Government Code section 54950 *et seq.* in such communications.

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 - d. Boardmembers should not copy the rest of the Board on communications, in order to avoid an inadvertent Brown Act violation.
 - e. Boardmembers should be cautious about opining on future actions by the Board and should not opine on the Board’s position on an item that has not been before the Board.
 - f. In certain instances, such as communications regarding broad policy concerns or future agenda items, a Boardmember should consider referring questions or communications to staff for a response on behalf of the District.
 - g. Boardmembers may request as a future agenda item that the full Board consider responding to or communicating with the public, media or publicly-elected officials, in which case the communication would be on behalf of the Board and not an individual.

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Communication with the Media and Publicly Elected Officials by Members of the Board of Directors	3050	02/2008

Author/owner: General Manager
Approved by: Reviewed and Approved by Board __, 2016
Reviewers: Board of Directors, General Manager

Notify Person: General Manager
Review Frequency: Every 5 years
Next Review: April 2021

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160527	3/24/2016	800394.19	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II		
					\$420,643.85	\$420,643.85
160587	3/31/2016	5615	DW NICHOLSON CORP	HIGH SPEED AERATION BLOWER		
					\$119,259.53	\$119,259.53
160565	3/24/2016	2029229	WEST YOST ASSOCIATES	NEWARK BACKYARD SS RELOCATION - PHASE 3		
					\$12,652.50	\$97,337.60
	3/24/2016	2029232		SLUDGE DEGRITTER SYSTEM		
					\$31,193.50	
	3/24/2016	2029227		NEWARK BACKYARD SS RELOCATION - PHASE 2		
					\$1,556.10	
	3/24/2016	2029228		ALVARADO-NILES ROAD SS REHABILITATION		
					\$12,844.00	
	3/24/2016	2029233		PLANT FACILITIES IMPROVEMENTS		
					\$2,002.00	
	3/24/2016	2029230		PINE STREET EASEMENT		
					\$20,776.50	
	3/24/2016	2029231		CS PREVENTATIVE MAINTENANCE PROGRAM EVALUATION		
					\$16,313.00	
160515	3/24/2016	5567	DW NICHOLSON CORP	PLANT FACILITIES IMPROVEMENTS		
					\$75,152.93	\$91,687.63
	3/24/2016	5565		MCC & PLC REPLACEMENT - PHASE 3		
					\$16,534.70	
160548	3/24/2016	140120160307	PACIFIC GAS AND ELECTRIC	SERV TO 03/03/16 IRVINGTON PS		
					\$41,982.02	\$87,661.93
	3/24/2016	170120160309		SERV TO 02/21/16 PLANT		
					\$43,166.14	
	3/24/2016	013720160307		SERV TO 03/06/16 BOYCE RD PS		
					\$2,513.77	
160510	3/24/2016	21303522	COVELLO GROUP INC	THICKENER CONROL BUILDING IMPROVEMENTS PHASE II		
					\$49,190.73	\$60,174.23
	3/24/2016	20150069		NEWARK BACKYARD SS RELOCATION - PHASE 2		
					\$10,983.50	
160528	3/24/2016	800394.19E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT		
					\$22,139.15	\$22,139.15

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160518	3/24/2016	902530183	EVOQUA WATER TECHNOLOGIES	17,000 LBS HYDROGEN PEROXIDE	\$7,928.80	\$19,588.80
	3/24/2016	902532433		25,000 LBS HYDROGEN PEROXIDE	\$11,660.00	
160502	3/24/2016	198333	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - JANUARY 2016	\$16,033.14	\$18,549.94
	3/24/2016	198334		GENERAL LEGAL/CIP - JANUARY 2016	\$2,516.80	
160589	3/31/2016	902548497	EVOQUA WATER TECHNOLOGIES	34,300 LBS HYDROGEN PEROXIDE	\$15,997.52	\$15,997.52
160516	3/24/2016	411885	ECOM AMERICA LTD	1 ECOM EMISSIONS ANALYZER FOR COGEN	\$13,055.46	\$13,055.46
160588	3/31/2016	20160304	ENFO TECH & CONSULTING INC	ECMS IMPLEMENTATION	\$12,300.00	\$12,300.00
160572	3/31/2016	4071036120160318	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/18/16-BENSON ROAD	\$9,850.80	\$9,916.34
	3/31/2016	4071038120160318		SERV TO: 03/18/16-BENSON ROAD	\$65.54	
160500	3/24/2016	21656	BEECHER ENGINEERING	MCC & PLC REPLACEMENT - PHASE 3	\$2,160.00	\$9,640.00
	3/24/2016	21653		STANDBY POWER SYSTEM UPGRADE	\$7,480.00	
160624	3/31/2016	36069	WECO INDUSTRIES LLC	120 GALS SANAFAM VAPOROOTER II	\$7,991.16	\$9,390.69
	3/31/2016	36070		30 RINGS ADJUSTING ROUND	\$1,399.53	
160513	3/24/2016	56234	D & D COMPRESSOR INC.	1 CHICAGO PNEUMATIC AIR COMPRESSOR	\$9,095.01	\$9,095.01
160505	3/24/2016	2264	CDW GOVERNMENT LLC	4 MICROSOFT DATA CENTER SOFTWARE ASSURANCE	\$8,692.00	\$8,692.00
160601	3/31/2016	12537	LOOKINGPOINT INC	PHONE SYSTEM REPLACEMENT	\$7,550.00	\$7,550.00
160621	3/31/2016	733523	UNIVAR USA INC	4,802 GALS SODIUM HYPOCHLORITE	\$2,171.51	\$6,649.29
	3/31/2016	733729		5,004 GALS SODIUM HYPOCHLORITE	\$2,262.85	
	3/31/2016	733512		4,898 GALS SODIUM HYPOCHLORITE	\$2,214.93	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160503	3/24/2016	28714	CALIFORNIA WATER TECHNOLOGIES	41,800 LBS FERROUS CHLORIDE	\$4,528.67	\$4,528.67
160549	3/24/2016	1029933	POLYDYNE INC	42,980 LBS CLARIFLOC WE-539	\$4,255.02	\$4,255.02
160573	3/31/2016	20160124	AMAZON.COM LLC	02/16 - ASTD OFFICE SUPPLIES	\$4,067.16	\$4,067.16
160563	3/24/2016	170524	W BRADLEY ELECTRIC INC	PHONE SYSTEM REPLACEMENT	\$3,534.80	\$3,534.80
160541	3/24/2016	53007772	MCMASTER SUPPLY INC	CREDIT INV 52521155.2, 1 EA PVC GATE VALVE	\$-58.76	\$3,534.52
	3/24/2016	52521155.2		1 EA PVC GATE VALVE	\$58.76	
	3/24/2016	52631249		ASTD PARTS & MATERIALS	\$1,436.76	
	3/24/2016	52978865		ASTD PARTS & MATERIALS	\$1,258.47	
	3/24/2016	52040031		CREDIT FOR INV 51441246 2 EA FITTINGS	\$-404.60	
	3/24/2016	52521155.1		ASTD PARTS & MATERIALS	\$575.97	
	3/24/2016	52919344		ASTD PARTS & MATERIALS	\$79.70	
	3/24/2016	52960073		ASTD PARTS & MATERIALS	\$364.87	
	3/24/2016	52326627		ASTD PARTS & MATERIALS	\$117.50	
	3/24/2016	52459954		2 EA REUSABLE METAL PANEL AIR FILTERS	\$105.85	
160556	3/24/2016	404284	TRACKER, A DIV OF C2, LLC	PORTFOLIO ACCOUNTING & REPORTING ANNUAL	\$3,420.00	\$3,420.00
160584	3/31/2016	2968	CONSTRUCTION ZONE LLC, THE	200 TRAFFIC CONES	\$3,069.00	\$3,069.00
160497	3/24/2016	1093	AUTOMATED NETWORK CONTROLS	SCADA/PLC SUPPORT SERVICES	\$1,452.36	\$3,029.72
	3/24/2016	1092		TRANSPORT SYSTEM MISC.	\$1,577.36	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160583	3/31/2016	17872B	CLI-METRICS SERVICE COMPANY	SERVICE REQUEUST: BLDG 68 & 70	\$2,244.47	\$2,992.63
	3/31/2016	17872A		SERVICE REQUEST: CS 3 BUILDINGS	\$748.16	
160609	3/31/2016	21345	RMC WATER AND ENVIRONMENT	NPDES PERMIT ASSISTANCE FOR HAYWARD MARSH	\$2,659.54	\$2,938.54
	3/31/2016	21452		ALVARADO BLVD SEWER MAIN REPAIR	\$279.00	
160616	3/31/2016	7813	SUMMERHILL HOMES LLC	REFUND # 18827	\$2,500.00	\$2,500.00
160618	3/31/2016	8318	THE PLUMBING MINISTRY	REFUND # 18829	\$2,500.00	\$2,500.00
160607	3/31/2016	29592363	PAN PACIFIC SUPPLY COMPANY	1 CHESTERTON 442 SEAL RSC/CB/FKM	\$2,477.61	\$2,477.61
160580	3/31/2016	606310	BRENNTAG PACIFIC, INC.	4487 LBS SODIUM HYDROXIDE	\$2,382.44	\$2,382.44
160547	3/24/2016	XCTZO17	PACHECO BROTHERS GARDENING INC	WEED ABATEMENT WORK MARCH 2016	\$915.00	\$2,280.00
	3/24/2016	XCTZO16		LANDSCAPE MAINTENANCE SERVICES MARCH 2016	\$1,365.00	
160558	3/24/2016	732575	UNIVAR USA INC	5,000 GALS SODIUM HYPOCHLORITE	\$2,261.05	\$2,261.05
160494	3/24/2016	13515	ALLIED FLUID PRODUCTS CORP	2 DISCHARGE HOSE FOR PLANT PROJECTS	\$2,204.87	\$2,204.87
160594	3/31/2016	1841074434	GOODYEAR COMM TIRE & SERV CTRS	4 EA TIRES	\$407.53	\$1,991.53
	3/31/2016	1841074435		4 EA TIRES	\$1,584.00	
160508	3/24/2016	22354	CLI-METRICS SERVICE COMPANY	SERVICE REQUEST: BLDG 70 REPLACE DUCTING MASTIC	\$629.70	\$1,983.21
	3/24/2016	22349		HOT WATER VALVE IN #70	\$1,353.51	
160514	3/24/2016	11623	DIABLO BOILER WORKS	DIABLO BOILER FLAME SERVICE & PARTS	\$1,972.37	\$1,972.37
160582	3/31/2016	147548	CAROLLO ENGINEERS	HIGH SPEED AERATION BLOWER	\$1,762.19	\$1,762.19
160581	3/31/2016	352568	CALTROL INC	6 HIGH PRESSURE GAUGES	\$1,751.02	\$1,751.02

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160533	3/24/2016	2434	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES FEB 2016	\$1,150.47	\$1,708.71
	3/24/2016	200889700		DATA/MEDIA OFF-SITE STORAGE - FEB 2016	\$245.10	
	3/24/2016	3536		OFF-SITE STORAGE AND SERVICES FEB 2016	\$313.14	
160560	3/24/2016	20160303	US POSTAL SERVICE	PO BOX FEE - 1 YEAR	\$1,596.00	\$1,596.00
160562	3/24/2016	8044099757	VWR INTERNATIONAL LLC	2 NEODISHER FLA (10L LIQUID) & 1 PK FILTER 450 PL .45UM 90MM	\$775.81	\$1,594.53
	3/24/2016	8044123901		2 CS WEIGHING DISH 57MM DIA	\$148.57	
	3/24/2016	8044132174		3 PKS VIAL COD DIGESTION HR	\$604.26	
	3/24/2016	8044132173		2 IONIC STRENGTH ADJUSTOR	\$65.89	
160550	3/24/2016	20160322.1	MICHELLE POWELL	EXP REIMB: LODGING/MEAL/PARKING/MILEAGE/TIPS CASA CONF SAN	\$907.38	\$1,573.54
	3/24/2016	20160321		EXP REIMB: VARIOUS MILEAGE	\$16.86	
	3/24/2016	20160322.2		EXP REIMB: LODGING/MEAL/PARKING/MILEAGE/BAGGAGE CASA CONF	\$649.30	
160535	3/24/2016	2848	LATITUDE GEOGRAPHICS GROUP LTD	GEOCORTEX IMPLEMENTATION	\$1,329.35	\$1,329.35
160598	3/31/2016	601995503	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL CLEANING SUPPLIES	\$223.74	\$1,278.69
	3/31/2016	601988436		ASTD JANITORIAL SUPPLIES	\$481.79	
	3/31/2016	601995504		4 EA SWEEPER, RUBBER BRUSH-ROLL MECHANICAL	\$453.89	
	3/31/2016	601991608		4 GALLONS FOAMING HAND SOAP	\$119.27	
160575	3/31/2016	8585831304	AT&T	SERV: 03/10/16 - 04/09/16	\$1,178.56	\$1,178.56
160620	3/31/2016	20160325	KIM TRUONG	EXP REIMB: MILEAGE/PARKING CAPPO SEMINAR STOCKTON	\$82.19	\$1,168.15
	3/31/2016	20160328		EXP REIMB: REGISTRATION/AIRFARE TYLER CONNECT PHOENIX	\$1,085.96	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160577	3/31/2016	2961	BAY POWER LLC	1 COGEN VACUUM PUMP FOR EMISSIONS	\$1,156.93	\$1,156.93
160532	3/24/2016	1030939	INDUSTRIAL SAFETY SUPPLY	ASTD CALIBRATION GAS	\$1,096.50	\$1,096.50
160600	3/31/2016	20160328	DEBORAH KULL	EXP REIMB: EDEN CONF REGIS FEE & AIRFARE	\$1,085.96	\$1,085.96
160557	3/24/2016	62991	UNION CITY CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL MAR 2016 - MAR 2017	\$1,080.00	\$1,080.00
160570	3/31/2016	20160309	ALAMEDA COUNTY TREASURER	DONATION/REGISTRATION: SCIENCE IN THE PARK	\$1,000.00	\$1,000.00
160538	3/24/2016	24949	MAR-LEN SUPPLY INC	WASH RACK REPAIRS	\$991.80	\$991.80
160566	3/24/2016	25960	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$990.50	\$990.50
160555	3/24/2016	762932790	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - MARCH 2016	\$960.00	\$960.00
160603	3/31/2016	2664	M-I-C INC	ASTD VAREC FLAME ARRESTOR PARTS	\$896.48	\$896.48
160546	3/24/2016	02036184	NEWARK CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL FEE - 4/1/16 - 4/1/17	\$880.00	\$880.00
160491	3/24/2016	9934193207	AIRGAS NCN	CYLINDER RENTAL	\$838.44	\$838.44
160504	3/24/2016	145617	CAROLLO ENGINEERS	HIGH SPEED AERATION BLOWER	\$834.59	\$834.59
160520	3/24/2016	9758	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: FEB 2016 DAILY MAIL/4 BOARDMEMBER DELIVER	\$820.00	\$820.00
160604	3/31/2016	9974	MICHAEL RICHARD WASTEWTR MICRO	CONDUCT MICROBIOLOGICAL EVALUATION	\$700.00	\$700.00
160610	3/31/2016	1247947	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$689.03	\$689.03
160490	3/24/2016	8076086	ABC IMAGING, INC.	DIFFUSER REPLACEMENT AERATION BASIN TANK #5	\$682.44	\$682.44
160511	3/24/2016	13690	CRANE WORKS INC	CRANE BRAKE REPAIR AT IPS	\$673.68	\$673.68

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160567	3/24/2016	83643782	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$24.35	\$664.62
	3/24/2016	83643785		MTHLY MAINTENANCE BASED ON USE	\$91.09	
	3/24/2016	83643781		MTHLY MAINTENANCE BASED ON USE	\$549.18	
160574	3/31/2016	316073	ARIZONA INSTRUMENT LLC	JEROME 631 CALIBRATION	\$650.54	\$650.54
160507	3/24/2016	37127	CLAREMONT BEHAVIORAL SERVICES	APR 2016 EAP PREMIUM	\$634.80	\$634.80
160564	3/24/2016	36071	WECO INDUSTRIES LLC	REPAIR OF CAMERA	\$629.30	\$629.30
160597	3/31/2016	3J2712	HARRINGTON INDUSTRIAL PLASTICS	5 EA UNIONS	\$49.98	\$628.67
	3/31/2016	3J2858		ASTD PVC FITTINGS & PIPE	\$578.69	
160542	3/24/2016	160247	METROMOBILE COMMUNICATIONS INC	ANNUAL RADIO SERVICE - MAR 2016	\$582.75	\$582.75
160519	3/24/2016	1113155	FASTENAL	ASTD PARTS & MATERIALS	\$62.29	\$561.47
	3/24/2016	1113728		ASTD PARTS & MATERIALS	\$2.79	
	3/24/2016	1113704		ASTD PARTS & MATERIALS	\$496.39	
160498	3/24/2016	2521898570	BANK OF NEW YORK	SEP 2015 SERVICE FEE	\$552.56	\$552.56
160576	3/31/2016	15348790001	BAKERCORP	RENTAL: 12" WYE	\$541.20	\$541.20
160569	3/31/2016	9049118497	AIRGAS NCN	ASTD PARTS & MATERIALS	\$536.03	\$536.03
160592	3/31/2016	1083775119	G&K SERVICES CO	MATS - LAB AND FMC TRAILER	\$43.24	\$531.18
	3/31/2016	1083775118		UNIFORM LAUNDERING SERVICE	\$267.70	
	3/31/2016	1083775120		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.70	
	3/31/2016	1083775117		UNIFORM LAUNDERING SERVICE	\$186.54	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160602	3/31/2016	53028995	MCMaster SUPPLY INC	1 EA WEB SLING	\$53.84	\$519.75
	3/31/2016	53104669		6 EA BEAM CLAMPS	\$60.00	
	3/31/2016	53340474		2 EA PORTABLE LIGHTS	\$331.98	
	3/31/2016	53159492		2 EA STRUT-MOUNT METAL ROUTING CLAMPS	\$45.32	
	3/31/2016	53254322		2 EA STRUT CHANNEL CONNECTOR, ELBOW	\$28.61	
160543	3/24/2016	641329086	METTLER-TOLEDO INC	ANNUAL CALIBRATION SERVICE FOR LAB EQUIPMENT	\$516.00	\$516.00
160493	3/24/2016	5134763	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$505.42	\$505.42
160523	3/24/2016	1083773169	G&K SERVICES CO	MATS - LAB AND FMC TRAILER	\$43.24	\$501.81
	3/24/2016	1083773167		UNIFORM LAUNDERING SERVICE	\$198.44	
	3/24/2016	1083773170		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.70	
	3/24/2016	1083773168		UNIFORM LAUNDERING SERVICE	\$226.43	
160531	3/24/2016	8251	BAU T HO	REFUND # 18819	\$500.00	\$500.00
160537	3/24/2016	12518	LOOKINGPOINT INC	MONTHLY PREMIER SERVICE - MAR 2016	\$500.00	\$500.00
160568	3/31/2016	8319	ABOVE ALL PLUMBING, INC.	REFUND # 18836	\$500.00	\$500.00
160605	3/31/2016	8269	JOHN NGUY	REFUND # 18830	\$500.00	\$500.00
160606	3/31/2016	20160324	CHRIS PACHMAYER	EXP REIMB: CCTC ELECTRICAL CLASS REGISTRATION HAYWARD	\$500.00	\$500.00
160559	3/24/2016	9853096.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/27/16	\$481.24	\$481.24

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160539	3/24/2016	20160318.1	SCOTT MARTIN	EXP REIMB: LUNCH - MECHANIC I/II PHYS ABILITY TESTING	\$138.45	\$464.07
	3/24/2016	20160323		EXP REIMB: LUNCH & MILEAGE FOR TRNG SEMINAR - SACRAMENTO	\$94.52	
	3/24/2016	20160318.2		EXP REIMB: SEMI-ANNUAL FMC RECOGNITION LUNCH	\$231.10	
160526	3/24/2016	946891	GRANITE CONSTRUCTION COMPANY	5.39 TONS 1/2"HMA-64-16R15	\$422.04	\$422.04
160506	3/24/2016	53681	CITYLEAF INC	PLANT MAINTENANCE - MAR 2016	\$420.23	\$420.23
160499	3/24/2016	18799300	BECK'S SHOES	SAFETY SHOES: V. VASUT & J. ARROYO	\$416.00	\$416.00
160578	3/31/2016	18846300	BECK'S SHOES	SAFETY SHOES: M. POWELL	\$204.73	\$409.47
	3/31/2016	18823500		SAFETY SHOES: D. DATTAWALKER	\$204.74	
160496	3/24/2016	138679002	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$381.48	\$381.48
160612	3/31/2016	85340220160322	SAN FRANCISCO WATER DEPT	SERVICE 02/19/16 TO 03/21/16	\$350.36	\$350.36
160619	3/31/2016	180350616	TRENCH PLATE RENTAL COMPANY	28 DAYS TRENCH PLATE & EYEBOLT RENTAL	\$350.00	\$350.00
160617	3/31/2016	20160328	SWRCB - CERTIFICATIONS	GRADE V CERT RENEW-A LOPEZ	\$340.00	\$340.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160501	3/24/2016	11168470	BLAISDELL'S	1 DZ GEL PENS	\$14.03	\$327.14
	3/24/2016	11171280		ASTD OFFICE SUPPLIES	\$6.81	
	3/24/2016	11171281		1 LTR TRAY W/ SUPPORTS	\$29.69	
	3/24/2016	11166280		1 BX LTR HNG FOLDERS	\$25.29	
	3/24/2016	11169940		ASTD OFFICE SUPPLIES	\$67.16	
	3/24/2016	11174490		ASTD OFFICE SUPPLIES	\$117.67	
	3/24/2016	11174740		1 MICROSOFT NATURAL ERGONOMIC KE	\$54.95	
	3/24/2016	11170450		1 PK SHARPIE MARKERS	\$11.54	
160524	3/24/2016	80279		GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	
160545	3/24/2016	20160324	SHAWN NESGIS	EXP REIMB: CS CONSTRUCTION TEAM SAFETY RECOGNITION	\$299.53	\$299.53
160512	3/24/2016	263125	CURTIS & TOMPKINS, LTD	6 LAB SAMPLE ANALYSIS	\$270.00	\$270.00
160551	3/24/2016	120658	PREFERRED ALLIANCE INC	FEBRUARY 2016 SERVICE FEE	\$265.20	\$265.20
160595	3/31/2016	80330	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$101.27	\$262.12
	3/31/2016	80331		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$49.77	
	3/31/2016	80350		ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$111.08	
160525	3/24/2016	9022508536	GRAINGER INC	ASTD PARTS & MATERIALS	\$82.37	\$258.12
	3/24/2016	9022799358		6 EA QUARTZ METAL HALIDE LAMPS	\$90.94	
	3/24/2016	9022342282		3 EA MULTI-SURFACE CLEANER	\$26.70	
	3/24/2016	9022799366		1 EA HOOKUP WIRE	\$58.11	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160536	3/24/2016	20160318	LIEBERT CASSIDY WHITMORE	REGIS FEE: DISABILITY GPS SEMINAR - KATHLEEN KING	\$250.00	\$250.00
160611	3/31/2016	7609000600	RS HUGHES CO INC	ASTD PPE & SAFETY SUPPLIES - CREDIT	\$-207.55	\$210.82
	3/31/2016	7610686500		ASTD PPE & SAFETY SUPPLIES	\$418.37	
160552	3/24/2016	8200000009352	RED WING SHOE STORE	SAFETY SHOES - CHRISTOPHER	\$200.10	\$200.10
160554	3/24/2016	20160322	ARIEL TEIXEIRA	EXP REIMB: IAC LUNCH MEETING	\$199.00	\$199.00
160608	3/31/2016	20160003	QUICK SPACE RENTALS	GUARD BOOTH RENTAL MARCH 2016	\$192.50	\$192.50
160593	3/31/2016	2801606402	GLACIER ICE COMPANY INC	138 7-LB BAGS OF ICE	\$191.82	\$191.82
160509	3/24/2016	72911	COAST CRANE COMPANY	LMI REPAIR FOR T3262	\$175.89	\$175.89
160517	3/24/2016	90075834096	ENTERPRISE GOV 43-1514861	RENTAL: D. LU, LAX	\$173.52	\$173.52
160571	3/31/2016	1372	ALAMEDA COUNTY TREASURER	48 ASSESSOR'S MAPS	\$144.00	\$144.00
160614	3/31/2016	20160330	KRISTINA SILVA	EXP REIMB: MANAGEMENT MEETING LUNCH	\$138.86	\$138.86
160625	3/31/2016	2138658	WHAT'S HAPPENING INC	AD NAME: PUBLIC NOTICE ADOPTION OF ORDINANCE NO 31.39	\$126.00	\$126.00
160492	3/24/2016	4017275220160307	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/04/16 - FREMONT BLVD	\$120.32	\$120.32
160579	3/31/2016	11185430	BLAISDELL'S	1 LSR POINTER	\$16.46	\$119.88
	3/31/2016	11186110		ASTD OFFICE SUPPLIES	\$57.50	
	3/31/2016	11178960		ASTD OFFICE SUPPLIES	\$18.44	
	3/31/2016	11187170		ASTD OFFICE SUPPLIES	\$27.48	
160544	3/24/2016	1540	MUNICIPAL POOLING AUTHORITY	ANNUAL NOR CAL CONSORTIUM FACILITY & FOOD EXPENSES 2016	\$116.74	\$116.74
160585	3/31/2016	20160328	CWEA-NRTC	SEMINAR REG: R. SCHWARTZ	\$110.00	\$110.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160622	3/31/2016	9853106.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/05/16		
					\$109.29	\$109.29
160529	3/24/2016	3J2529	HARRINGTON INDUSTRIAL PLASTICS	3 EA 1/2" VALVE SWING CHECK S PVC		
	3/24/2016	3J2693		10 EA ELBOWS	\$47.73	\$89.76
160530	3/24/2016	21827	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	\$42.03	
					\$82.32	\$82.32
160613	3/31/2016	20160323	JOHN SEO	EXP REIMB: CWEA CERTIFICATION RENEWAL FEE	\$81.00	\$81.00
160615	3/31/2016	20160324	JENNIFER SIO-KWOK	EXP REIMB: LUNCH MECHANIC I/II QAI PANEL	\$69.90	\$69.90
160591	3/31/2016	116524428	FREMONT URGENT CARE CENTER	1 DOT PHYSICAL	\$61.00	\$61.00
160623	3/31/2016	35001	VOX NETWORK SOLUTIONS INC	CONFIGURATION REQUEST	\$60.00	\$60.00
160553	3/24/2016	20160317	THERESA RODRIGUEZ	EXP REIMB: FMC EVENT RECOGNITION QTR 2 & 3	\$59.75	\$59.75
160586	3/31/2016	615320160318	DISH NETWORK	APR 2016 - SERVICE FEE	\$50.89	\$50.89
160534	3/24/2016	1433545	LAMOTTE CHEMICAL	1 EA REAGENT REFILL SULFIDE TEST #1 4633-L	\$48.45	\$48.45
160521	3/24/2016	18100	FREMONT RECYCLING & TRANSFER	.06 TON GREEN WASTE	\$48.00	\$48.00
160540	3/24/2016	77802518	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - FEB 2016	\$33.56	\$33.56
160599	3/31/2016	5596856	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	\$33.45	\$33.45
160522	3/24/2016	149825	FREMONT RUBBER STAMP CO INC	1 SELF INKER - DISTRICT ADDRESS	\$30.05	\$30.05
160590	3/31/2016	1113760	FASTENAL	ASTD PARTS & MATERIALS	\$27.82	\$27.82
160561	3/24/2016	9761298873	VERIZON WIRELESS	WIRELESS SERV 02/02/16-03/01/16	\$26.56	\$26.56
160495	3/24/2016	1742666	ANALYSTS, INC.	1 LAB SAMPLE ANALYSIS	\$22.00	\$22.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2016-04/01/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
160596	3/31/2016	9030286422	GRAINGER INC	1 EA PRESSURE GAUGE	\$16.18	\$21.56
	3/31/2016	9033558595		1 EA HOSE TO PIPE ADAPTER	\$5.38	

Invoices:

Credit Memos :	3	-670.91
\$0 - \$1,000 :	144	41,100.54
\$1,000 - \$10,000 :	49	145,762.66
\$10,000 - \$100,000 :	17	421,974.79
Over \$100,000 :	2	539,903.38
Total:	215	1,148,070.46

Checks:

\$0 - \$1,000 :	83	31,458.22
\$1,000 - \$10,000 :	41	138,216.60
\$10,000 - \$100,000 :	10	438,492.26
Over \$100,000 :	2	539,903.38
Total:	136	1,148,070.46



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: April 5, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Manager
Michael Dunning, Environmental Compliance Coach
Alex Paredes, Environmental Programs Coordinator

SUBJECT: Agenda Item No. 16b. - Meeting of April 11, 2016
Information Item: **Certificates of Merit to Union Sanitary District's
Class I Permitted Industries**

Recommendation

Information Only

Background

The Certificates of Merit event is an annual event that is held to recognize industries that have exceeded the requirements of their wastewater discharge permits during the prior calendar year and that have demonstrated their continued commitment to protecting the environment. In addition, the certificates recognize industries that have consistently complied with and implemented pollution prevention measures, maintained a cooperative relationship with the District and demonstrated continuing awareness and understanding of environmental issues and requirements.

The District has invited representatives from thirty-three (33) Significant Industrial Users (SIUs) with Class I Wastewater Discharge Permits, to receive Certificates of Merit on May 25, 2016 at 3:00 p.m. at the District offices. District staff commends these thirty-three SIU's for their excellent performance during 2015 and the Board of Directors is invited to attend this presentation and congratulate the Certificate of Merit recipients for a job well done.

Companies receiving the Certificates of Merit are:

City of Fremont (28 of 30 IUs)

Amphenol Thermometrics
Applied Thin Film Products
Bay Area Circuits
Boehringer Ingelheim Fremont, Inc.
Clean Science Inc.
Clean Sciences Technology
Compugraphics
Enablence USA Comp Inc.
Finisar Corp.
Global Plating
Intematix Corp.
Intevac Inc
Kaiser Permanente
Lam Research CA 3
Lam Research CA 30
Materion Electrofusion
Microwave Technology Inc
Neo Photonics
Nitinol Devices & Components Inc #1
Pantronix Corp.
Quality Transport
Quantum Clean #2
Seagate Technology LLC#3
Soraa, Inc.
Tesla Motors, Inc.
Tri-Cities Waste Management
Washington Hospital
Western Digital Corp. Bldg #1

City of Newark (2 of 3 IUs)

Britech Electropolishing
Matheson Tri-Gas Inc

City of Union City (3 of 4 SIUs)

Royal Truck Body
Star Pacific Inc.
US Pipe & Foundry Company

PRE/SEG/MD/AP:av



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 28, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Manager
Michael Dunning, Environmental Compliance Coach

SUBJECT: Agenda Item No. 16.c - Meeting of April 11, 2016
Information Item: **Earth Day 2016**

Recommendation

Information Only.

Background

On Saturday, April 23, 2016, the Environmental Compliance team will participate in the Earth Day event that the City of Fremont and Washington Hospital are hosting. The event will be held at Washington Hospital's Conrad E. Anderson, M.D. Auditorium, at 2500 Mowry Ave, Fremont from 11:00 a.m. to 3:00 p.m.

Environmental Compliance staff will share information with the public related to Pollution Prevention, including the use of less toxic products at home, reducing discharge of grease to the sewers, and proper disposal of mercury-containing devices and unused medications.

Grease scrapers and various handouts related to the reduction of Fats, Oil, and Grease, Integrated Pest Management, and Green Business will be made available to the public at the event. For children, staff will hand out workbooks related to the sanitary sewers and rulers. Additionally, reusable tote bags and Pollution Prevention Pledge magnets will be given to residents who sign the District's Pollution Prevention Pledge.

The District will be placing an ad in the Tri-City Voice announcing the City of Fremont and Washington Hospital's Earth Day celebration. The ad will appear in the April 19th issue.

PRE/SEG/MD:av

Attachments:

USD's Earth Day Advertisement

City of Fremont and Washington Hospital's Earth Day Advertisement



Protect Your Bay On Earth Day



Visit Union Sanitary District's Booth At Fremont's Earth Day Celebration

Saturday, April 23 – 11 a.m. to 3 p.m.
Washington Hospital – Washington West
2500 Mowry Avenue

StopFOG With A FREE Grease Scraper!

Learn how to prevent expensive repairs and protect the environment by keeping Fats, Oil and Grease (FOG) out of your sewer.

FREE Safe Medicine Disposal

Empty pills into one resealable bag and bring to our booth – recycle the containers at home. Bring liquids and lotions in original containers with personal info blacked out or removed.

FREE Thermometer Exchange

USD will trade your mercury thermometer for a non-hazardous version at no charge. We will also recycle other mercury-containing devices for you.

For more information, call USD at (510) 477-7637

Protecting The Tri-Cities and San Francisco Bay



Planet Friendly
Healthcare

Let's GO GREEN Together!



Join us as we celebrate Earth Day!

Meet with eco-friendly experts and learn new ways to go green!

Saturday, April 23, 2016 • 11 a.m. to 3 p.m.

Conrad E. Anderson, MD, Auditorium, 2500 Mowry Ave. (Washington West) in Fremont

FREE residential drop-off:



- > Syringes and needles (in approved containers)
- > Confidential document shredding
- > Disposal of unused, unwanted medications
- > Donate eyeglasses



Learn more about:

- > Recycling and waste reduction
- > Saving energy at home
- > Eco-friendly gardening and composting
- > Local sustainability programs
- > Healthy eating/ healthy produce

- > Torchiere lamp exchange (must bring PG&E bill to qualify, two lamps per household)

- > Mercury thermometer exchange
- > Food trucks

- > Free bike tune-ups
- > Free bicycle valet parking

Fun for
the kids!



Kids activities:

- > Bike Rodeo
- > Eco-tainment
- > Face painting
- > Earth Day art
- > Other free games and activities

Event Sponsors

Special Thanks To



Washington Hospital
Healthcare System



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EPA Announces \$3.3 Million in Funding for Water Reuse and Conservation Research/Research will measure health and ecological impacts of water conservation practices

Release Date: 03/22/2016

Contact Information: Cathy Milbourn Milbourn.cathy@epa.gov 202-564-7849 202-564-4355

WASHINGTON--Today, the U.S. Environmental Protection Agency (EPA) announced funding to five institutions to research human and ecological health impacts associated with water reuse and conservation practices.

“Increasing demand for water resources is putting pressure on the finite supply of drinking water in some areas of the United States,” said Thomas A. Burke, EPA Science Advisor and Deputy Assistant Administrator of EPA’s Office of Research and Development. “The research announced today will help us manage and make efficient use of the water supply in the long term.”

Water conservation practices that promote water reuse are becoming increasingly important, especially in the western United States, where factors such as climate change, extreme drought, and population growth are decreasing water availability. To help promote sustainable water reuse, this research will evaluate how reclaimed water applications such as drinking water reuse, replenishing groundwater, and irrigation can affect public and ecological health.

EPA announced these grants in conjunction with the White House Water Summit, which was held to raise awareness of water issues and potential solutions in the United States, and to catalyze ideas and actions to help build a sustainable and secure water future through innovative science and technology.

The following institutions received funding through EPA’s Science to Achieve Results (STAR) program:

Water Environment Research Foundation (WERF) Alexandria, Va. to actively identify contaminant hotspots, assess the impact of those hotspots on human and ecological health, and quantify the impact of water reuse and management solutions.

University of Illinois at Urbana-Champaign Urbana, Ill. to develop a new framework to understand how adaptive UV and solar-based disinfection systems reduce the persistence of viral pathogens in wastewater for sustainable reuse.

Utah State University, Logan, Utah to assess the impacts and benefits of stormwater harvesting using Managed Aquifer Recharge to develop new water supplies in arid western urban ecosystems.

University of Nevada, Las Vegas, Nev. to quantify microbial risk and compare the sustainability of indirect and direct potable water reuse systems in the United States.

University of California Riverside, Riverside, Calif. to measure levels of contaminants of emerging concern in common vegetables and other food crops irrigated with treated wastewater, and to evaluate human dietary exposure.

More information on these grants is available

at: https://cfpub.epa.gov/ncer_abstracts/index.cfm/fuseaction/recipients.display/rfa_id/591/records_per_page/ALL

Santa Barbara Charges Ahead With \$31.4 Million Wastewater Treatment Plant Upgrade

By Joshua Molina, Noozhawk Staff Writer | @JECMolina

March 22, 2016

The Santa Barbara City Council on Tuesday approved \$31.4 million in contracts to substantially upgrade the El Estero Wastewater Treatment Plant.

“This facility is probably the most significant facility in the protection of the environment and public health,” said Joshua Haggmark, water resources manager for the city.

“It has reached the end of its useful life and a lot of the parts need to be replaced.”

The sewage water comes to the plant from four different pipes, 30 feet underground in the city.

The plant, which was built in 1978, treats sewage water and then disposes it into the ocean or turns it into reclaimed water that is used for some irrigation.

Every day, the plant treats the water and strips away a variety of items, including Legos, diapers, plastic toys, sand and coffee grounds.

Crew will replace the aging infrastructure — the pipes, pumps and blowers — with the goal of increasing energy efficiency, improving flow distribution and increasing operational flexibility, perhaps for an expanded use of recycled water.

Haggmark said in a perfect world, the best way to build a treatment plant of this magnitude would be to build a new one, then knock the current one down, but the city can't afford to do that.

“This is major open heart surgery,” Haggmark said.

Councilman Gregg Hart asked whether the new plant would be capable of turning sewage water into potable water.

“Are we making sure we are poised for the next evolution of the system beyond the fact that we are just state of the art for our use today?” Hart asked.

http://www.noozhawk.com/noozhawk/article/santa_barbara_charges_ahead_with_31.4_m_wastewater_treatment_plant_upgrade

Haggmark assured him that the new plant would accommodate future needs, even though he said treatment for potable water is about a decade away.

Crews are expected to start building in May 2016 and construction should be completed by summer 2018.

“We feel we can’t wait any longer to get this project going,” Haggmark said.

Santa Barbara Mayor Helene Schneider also emphasized the magnitude and necessity of the project.

“This is a big deal,” she said.

— *Noozhawk staff writer Joshua Molina can be reached at jmolina@noozhawk.com .
Follow Noozhawk on Twitter: [@noozhawk](https://twitter.com/noozhawk), [@NoozhawkNews](https://twitter.com/NoozhawkNews) and [@NoozhawkBiz](https://twitter.com/NoozhawkBiz).
Connect with Noozhawk on Facebook.*

http://www.noozhawk.com/noozhawk/article/santa_barbara_charges_ahead_with_31.4_m_wastewater_treatment_plant_upgrade

Californians back water recycling

Californians are eager for long-term solutions to the state's drought and are overwhelmingly supportive of using treated wastewater, or recycled water, in their everyday lives, according to a statewide survey by water technology firm, Xylem.

The survey found that 76% of respondents believe recycled water should be used as a long-term solution for managing water resources, regardless of whether or not a water shortage continues.

Nearly half of respondents were very supportive of using recycled water as an additional local water supply. Another 38% were somewhat supportive.

More than two fifths of survey respondents were very willing to use recycled water in their everyday lives and an additional 41% were somewhat willing.

"We conducted this survey in an effort to better understand public perception about recycled water, and are very encouraged by the findings," said Xylem Senior Vice President Joseph Vesey. "With overwhelming support from the public, California is well-positioned to lead the US in accelerating the availability and acceptance of recycled water. The state has the opportunity to champion a flexible framework that recognizes the unique needs of local communities as they work to establish water resource strategies that include sustainable solutions such as recycled water."

There were strong indications in the findings that education could play a major part in garnering support for water recycling.

Nearly 90% of residents were more willing to use recycled water after reading an educational statement explaining the treatment processes that recycled wastewater undergoes to become safe and drinkable again. And 88% agreed that a demonstration of the water purification process would make them more comfortable about drinking recycled water.

Californians do not view the use of recycled water as a short-term fix to the state's five- year drought. Eighty-eight percent of California residents agree that even if rainfall increased, the state should continue to invest in the use of recycled water for drinking purposes. |

The survey also found that terminology influenced public acceptance of the use of recycled water. When reused water was referred to as "purified water," 90% of respondents were more likely to be supportive of it as an additional local water supply than when the term "recycled water" (87%) or "reclaimed water" (82%) was used.

Posted on 23 March 2016

Moraga gets first look inside gaping sinkhole

By Jennifer Modenessi, jmodenessi@bayareanewsgroup.com
Contra Costa Times

Posted: Wed Mar 23 15:09:37 MDT 2016

MORAGA -- The town has started an investigation into what caused a cavernous sinkhole to form at a major intersection after a series of El Niño-related storms.

Staffers, PG&E crews and consultants are examining the 15-foot-wide by 20-foot long by 15-foot deep sinkhole that formed March 13, at the intersection of Rheem Boulevard and Center Street.

The sinkhole gobbled up portions of the sidewalk, a traffic light and a PG&E electrical junction box. It also ruptured a 4-inch gas line, prompting evacuations and affecting service to area businesses and 2,600 PG&E customers. Town staffers don't know what caused the sinkhole.

Investigators accessed the crater last week and removed the fallen traffic signal pole, PG&E box and other debris, according to a town newsletter. They also confirmed a slew of utilities in the hole, including a 96-inch corrugated metal storm drain pipe implicated in a sinkhole that formed a decade ago on Center Street; a 27-inch reinforced concrete pipe; traffic signal electric lines and fiber optic lines; and the 4-inch PG&E steel natural gas line. A 15-inch Central Contra Costa Sanitary District clay pipeline and 12-inch East Bay Municipal Utility District water line are also nearby.

Despite the initial work, town staffers don't know how the number of utilities will impact the investigation -- or when repairs will start.

"Most of the focus after March 18 has been preparing the site for recent rains," Edric Kwan, Public Works director and town engineer, wrote in an email. "Now that clear weather is upon us, we can begin the investigation phase again."

This isn't the first time the town has had to deal with a major sinkhole repair. Officials spent about \$700,000 a decade ago to temporarily fix damage caused by the large crater that formed about 50 yards away from the site of the March 13 sinkhole during heavy storms.

That sinkhole formed when the concrete foundation supporting a leaky portion of the 96-inch storm drain crews observed last week failed due to liquefaction, recalled Mayor Mike Metcalf.

Last week, Metcalf addressed questions about whether that drain was responsible for the March 13 collapse. He also defended the town's emergency repair of the pipe.

"The last thing we want in the world is the public to get the impression that there was a pipe that we could have repaired 10 years ago that we didn't," he said, adding the town has had informal discussions about how to fund a "systematic program" for repairing storm drains following a thorough assessment of the network.

"It's huge. We're talking about many, many millions of dollars," Metcalf said in an interview. "We don't have that kind of money."

The town has budgeted \$500,000 for initial repairs that will be managed by Ghirardelli Associates. The work will be completed by Lafayette-based Siteworks Construction Inc., which tackled the previous sinkhole.

The town is also hoping to receive state and federal assistance that will help address other storm-related issues, including a landslide on Augusta Drive that prompted evacuations of at least two hillside homes.

While the town says that issue is between property owners and the East Bay Municipal Utility District -- which owns the partially-compromised creekside Lafayette-Moraga Regional Trail running behind Augusta Drive -- Moraga will work with the county building department to make sure the area is safe, Kwan said.

Jennifer Modenessi covers Lamorinda. Contact her at 925-943-8378. Follow her at twitter.com/jmodenessi.

[[[Normal]]][[[Normal]]]{"Infobox Head"}---

California's drought

IDEAS PERCOLATING

Ways to recharge aquifers being explored statewide

By Emily Benson

Saturday, March 26, 2016

ebenson@mercurynews.com

WATSONVILLE — A historic 2014 law requiring water agencies across California to replenish the state's imperiled aquifers created a new problem: Many local officials just weren't sure how to do it.

But this winter's abundant rains are triggering a flood of experiments that have turned the state's agricultural regions into aquifer recharge laboratories.

Farmers in Modesto inundated an almond orchard with the city's stormwater. Water managers in and around Fresno have more than 20 new groundwater recharge projects in the works. On the Central Coast, researchers in the Pajaro Valley are carefully designing percolation basins to capture rainfall before it gushes out into the Pacific.

"Groundwater has kind of been out of sight, out of mind for a long time," said UC Santa Cruz hydrologist Andy Fisher, who's leading the research team in the Pajaro Valley. "Suddenly it's on people's radar again."

Californians still don't know if this winter's rains will be enough to refill the state's reservoirs and bring an end to the historic drought. But one thing we do know is that even if Gov. Jerry Brown declares the dry spell over this spring, California's underground water woes will still be with us.

For decades, water has been sucked from aquifers faster than nature can replenish it — and the drought has only intensified the thirst for groundwater. Scientists agree that it will be decades before a future governor can declare California's groundwater problems solved.

The state has designated 21 groundwater basins throughout the state "critically overdrafted." Most of them are in the Central Valley, but three basins on the Central Coast — in the Pajaro, Soquel and Salinas valleys — are also on the list.

California was the last Western state to regulate groundwater. And it took the state's most punishing drought ever to force the Legislature to finally act.

The Sustainable Groundwater Management Act requires local governments to come up with written plans by 2020 that ensure that basins are kept in balance. It aims to make overdrawn aquifers a relic of the past by 2040.

Overpumping groundwater can cause the overlying surface to sink. Last summer, sections of the San Joaquin Valley were collapsing by 2 inches a month, threatening roads, pipelines and canal linings.

In coastal locations, however, seawater intrusion is a bigger menace than land subsidence. The ocean has crept miles inland in parts of the Soquel, Pajaro and Salinas valleys, turning groundwater into unusable brine.

Capture runoff

Fisher and his team got a jump on some colleagues working on recharge projects because they began monitoring one percolation basin in the Pajaro Valley in 2011, just as the drought began.

With Fisher's help, the owners of the property and the company farming the land teamed up to build a series of ditches to capture runoff, the water that collects and flows across the ground when it rains. The ditches direct that water into a sediment-settling pond; then a culvert funnels it into a 2-acre infiltration basin. From there, the water drains through sandy soil to refresh the aquifer below.

Pressure sensors at key points track how much water flows into the basin, and a rain gauge — its top ringed with prong-up plastic forks to keep birds away — monitors precipitation. A digital camera mounted on the hillside takes a picture every few minutes to serve as a “gut check” that the flow and rain measurements reflect reality, said Fisher's graduate student, Sarah Beganskas, a Ph.D. candidate in hydrology.

Recharging groundwater supplies with surface water isn't a new idea: The Santa Clara Valley Water District maintains 99 percolation ponds, which together total about 265 acres, according to district spokesman Marty Grimes.

Between 1915 and 1965, groundwater overdraft in the Santa Clara Valley led to about 13 feet of land subsidence in parts of San Jose. The district stopped the sinking by replenishing the aquifer below, and the groundwater level has largely rebounded since then.

The Santa Clara Valley district's percolation basins are fed partly by water from the state and federal water projects. The Pajaro Valley and its neighboring basins along Monterey Bay lack a connection to the project pipelines. They depend on other sources of water for groundwater recharge, like recycled wastewater or stormwater runoff.

Fisher and Beganskas are developing other percolation ponds in the Pajaro Valley. Based on maps of soil types and water runoff simulations, they estimate that the valley could support about a dozen sites like the one they're monitoring. Together, the researchers say, the sites could supply about 10 percent of the annual groundwater deficit in the Pajaro Valley.

Most bang for buck

They've also learned that how hard the rain falls affects how much water the basin collects. During drizzly showers, rain has time to soak back into the soil, then naturally

filter down to the aquifer. But during heavy storms, precipitation rushes into rivers and to the ocean — unless a stormwater collection system is there to catch it. “During a big storm, that’s when you’re going to get the most bang for your buck,” Beganskas said. Roughly the same amount of rain fell during the winters of 2011-12 and 2013-14, for example, but in 2011-12 it was mostly light and moderate rain, while the winter two years later saw fewer but more severe storms. The experimental basin collected about 7½ times as much water in the latter year. Last winter, the infiltration basin gathered more than 100 acre-feet of water, much of it during a single December storm. That’s enough to supply 200 families with water for a year.

Months earlier, Fisher and Beganskas had calculated that a large downpour could overwhelm the final culvert leading into the basin, creating a flooding hazard. So acting on the researchers’ recommendation, the farming company replaced the pipe with a larger one three months before the December deluge.

That may seem like an easy fix, but it’s a crucial one — and it was possible only because someone was keeping track of the rainfall and runoff data, Beganskas said.

Because of climate change, intense rainstorms may become more common along the Central Coast in the coming decades, said Howard Franklin, a senior hydrologist at the Monterey County Water Resources Agency.

“We’re going to see many more drought periods interspersed with extreme events,” he said.

Those deluges could be a significant source of water in the Salinas and Soquel Valley groundwater basins, which are overdrawn by up to 28,000 acre-feet per year.

Small field projects such as the ones in the Pajaro Valley supply researchers with knowledge and data they can apply across different kinds of landscapes, as long as they take local conditions into account, said UC Davis groundwater hydrologist Thomas Harter.

“Andy’s work has statewide implications and even beyond that,” he said.

Fisher and Beganskas certainly hope so.

“You can’t just dig a hole in the ground,” Beganskas said. “You have to be smart about it.”

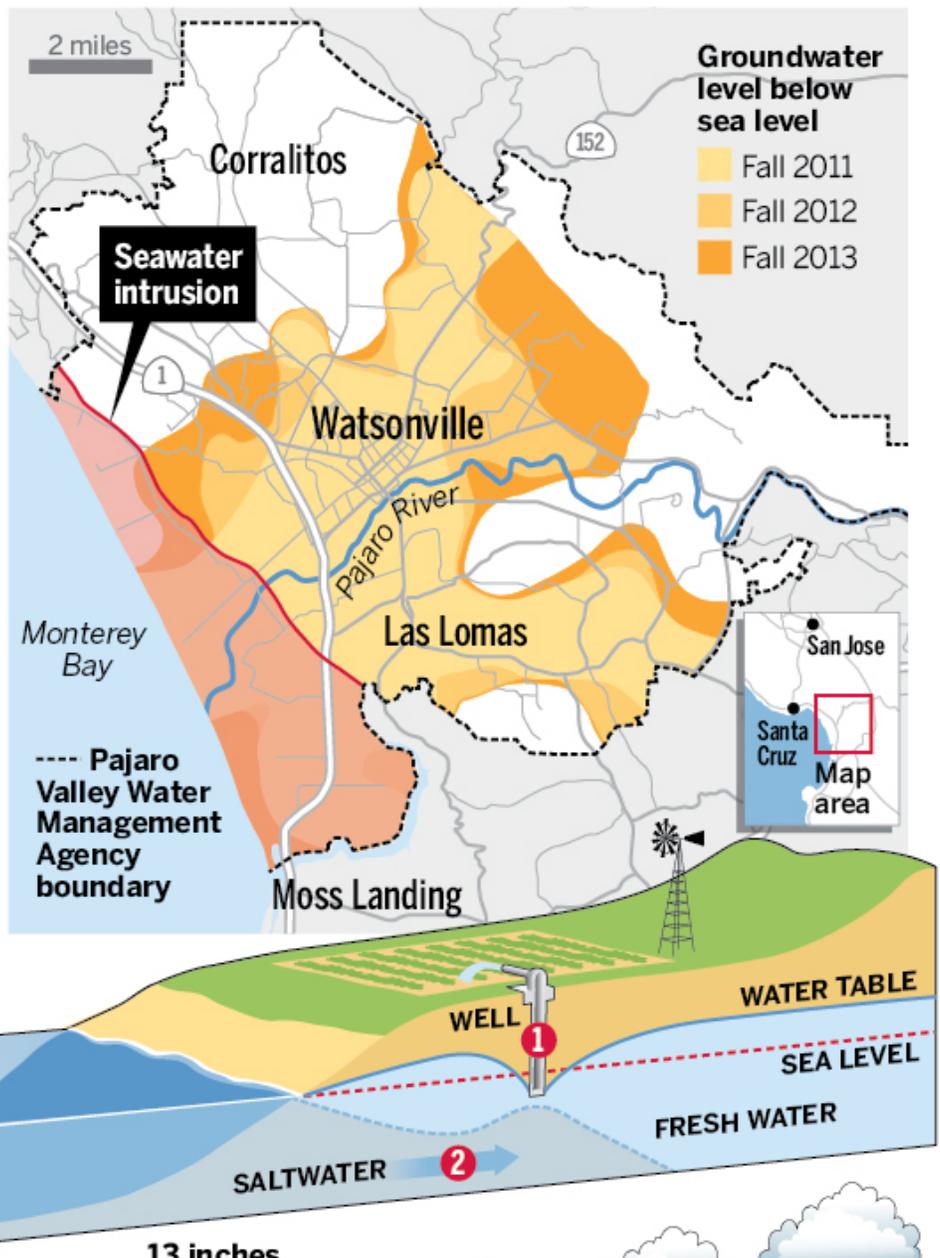
Contact Emily Benson at 408-920-5764. Follow her at [Twitter.com/erbenson1](https://twitter.com/erbenson1)

RESTORING AN AQUIFER

Seawater creeping inland can transform groundwater into unusable brine. Drought intensifies the problem: Normally, winter rains help recharge the aquifer, but during dry periods the water table shrinks each year. To help groundwater levels rebound, researchers direct rainwater to areas where it can percolate down to the aquifer.

Problem: Seawater intrusion

- 1 Pumping water from underground faster than the aquifer is replenished lowers the water table.
- 2 When the groundwater level sinks below sea level, ocean water fills the void.



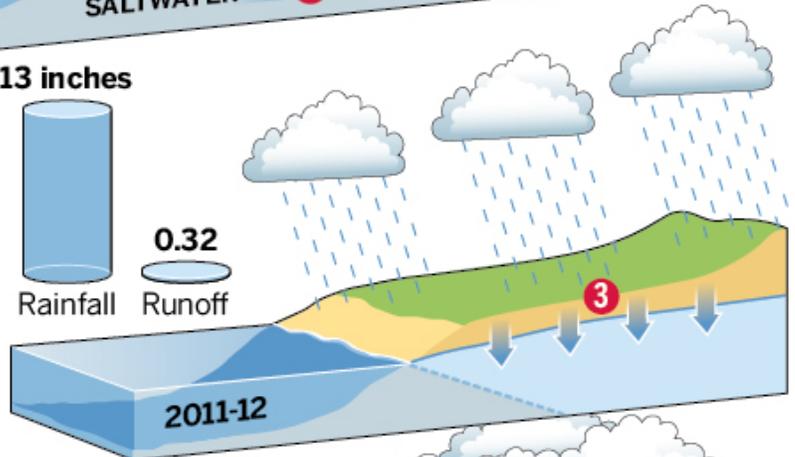
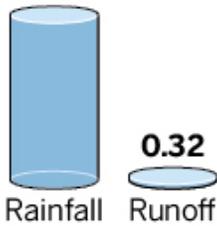
TWO KINDS OF RAIN

The ground's ability to absorb rainfall depends on the intensity and length of storms, as scientists monitoring a Pajaro Valley site discovered.

3 Light rain

When precipitation is gentle — think light rainstorms over a long period of time — water has time to filter through soil, naturally recharging the groundwater basin.

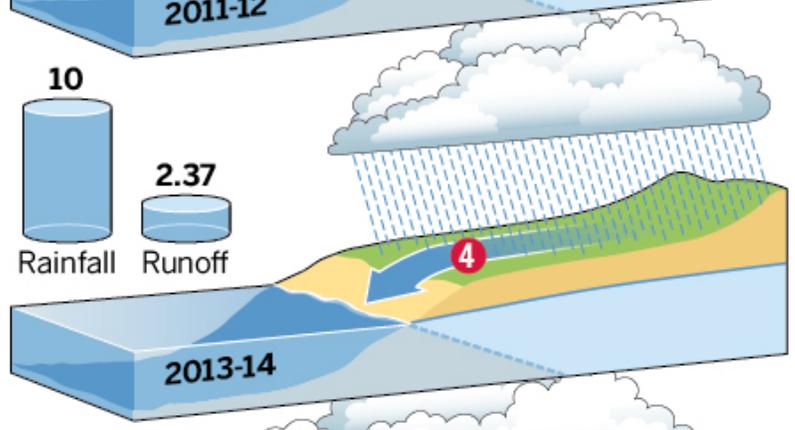
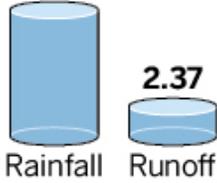
13 inches



4 Heavy rain

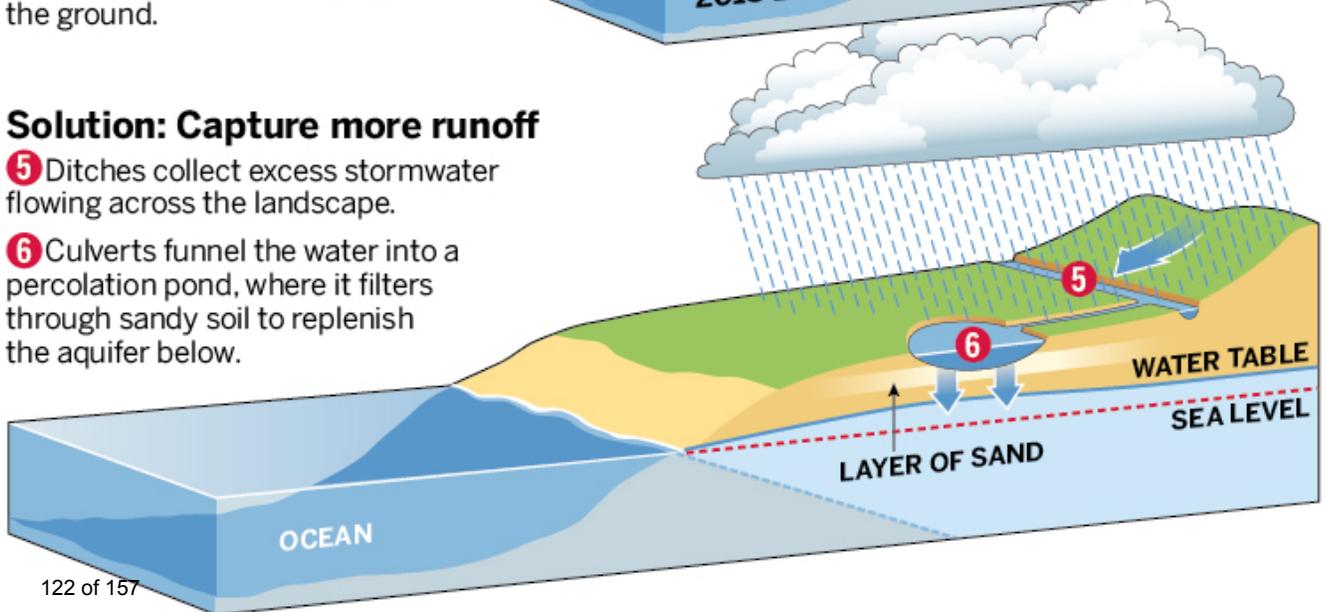
When precipitation is intense — think heavy rainstorms during a short period of time — water flows across the land surface as runoff, flowing out to sea instead of seeping into the ground.

10



Solution: Capture more runoff

- 5 Ditches collect excess stormwater flowing across the landscape.
- 6 Culverts funnel the water into a percolation pond, where it filters through sandy soil to replenish the aquifer below.



Pharmaceutical industry is lobbying hard against an L.A. County drug take-back proposal



An L.A. County proposal would require drug companies to finance a disposal program for unused medications and syringes. (Chris Hondros / Getty Images)



By **Abby Sewell** · Contact Reporter

MARCH 28, 2016, 4:00 AM

Venice resident Carol Royce-Wilder received a call a few weeks ago about a proposed program in Los Angeles County that would set up a network of sites where unused medication could be dropped off for disposal.

It's a topic in which Royce-Wilder, 74, is interested. She said she worries about the proper way to dispose of prescription drugs.

"The guy starts giving me this pitch that it's going to cost a huge amount of taxpayer money if the bill passes," she said. "I assumed from what he said that he was with a consumer organization."

He asked if she would be willing to send a letter to her county supervisor, Sheila Kuehl, opposing the proposal. She agreed.

The pre-written letter arrived a few days later. Before sending it to Kuehl, Royce-Wilder decided to research the organization behind it.

She was surprised to find that the group, Consumer Healthcare Products Assn., was an industry lobbying group representing over-the-counter drug manufacturers. She said she felt "bamboozled."

County officials have gotten a lot of those letters. Drug manufacturers have mounted a vigorous lobbying campaign against the county proposal, which would require pharmaceutical companies to finance a disposal program for unused medications and syringes.

Proponents say the program would reduce chemicals ending up in the water supply, and would help curb prescription drug abuse by making sure that unused drugs are safely disposed of rather than stockpiled in medicine cabinets.

The opponents say it would be costly and have little effect on the problem. They argue that the better solution would be to educate consumers about how to properly dispose of their unused medications, which they argue would be in the trash in a sealed plastic bag.

Drug take-back programs are common outside the United States but are only beginning to gain traction here. A handful of California counties have adopted ordinances like the one L.A. County is considering. The first one, adopted by Alameda County in 2012, was held up in court until May 2015, when the U.S. Supreme Court declined to hear an industry challenge to the law.

Soon after, L.A. County supervisors voted to explore their own prescription drug take-back program, which would also include over-the-counter drugs and syringes. The county has about 20 collection sites run by the Sheriff's Department, and some pharmacies have voluntary take-back programs. Once collected, the drugs are incinerated.

But officials said there aren't enough available sites for the county's 10 million residents. They want the pharmaceutical industry to finance the creation of a larger network.

In the second half of 2015, pharmaceutical industry groups spent nearly \$250,000 lobbying the county, according to disclosure filings. Supervisors' offices received dozens of letters and phone calls from consumers worried that the measure would push up the cost of their medication.

"This is a much more concentrated level of lobbying than I usually see in the county, and I think it's because there's a national issue at stake here," said Kuehl, who said she favors a drug take-back ordinance. "From what I can tell, they're spending more on lobbying than they ever would on a take-back program."

It's unclear how much the program would actually cost, as it would be up to the drug manufacturers to design it. Drop-off sites could be at pharmacies or other locations, and measures could include allowing consumers to mail in their unused drugs.

In Alameda County, the program still has not been fully implemented but was projected to cost between \$330,000 a year — the county's estimate — and \$1.2 million — the drug companies'. Pharmaceutical companies collect \$950 million a year in sales revenue there.

A spokesman for the Consumer Healthcare Products Assn. said in a statement that the county proposal would create "an expensive, inefficient, unworkable and ineffective program that would garner low levels of participation and do little to accomplish the goals the county is seeking to resolve."

Instead, the group wants the county to collaborate on a public education campaign.

"L.A. County is important to us because it presents an immense opportunity to advance a public-private partnership that effectively deals with the issue of safe medicine disposal," the statement said.

Other industry groups, including Pharmaceutical Research and Manufacturers of America, sent letters taking a similar position.

On the other side, the take-back program is supported by environmental, waste management and consumer protection groups and by many of the county's smaller cities. The city of Los Angeles has yet to take a position on it. Individual cities would have to opt in to the county's program, which would initially cover only unincorporated areas.

The proposal had been expected to come to the Board of Supervisors for a vote Tuesday, but at the request of Supervisor Michael D. Antonovich — who initially proposed the program — the board agreed last week to postpone it until May 3.

Antonovich wrote that the county had received "numerous calls and inquiries about the implementation of such a program, necessitating further review."

His health deputy, Fred Leaf, said the supervisor still wants to find ways to reduce the volume of drugs that find their way into the water supply. But he said they wanted more time to understand the legal requirements and address the issues raised by the industry groups.

"It's really complicated and we want to make sure that we have a program that really can be rolled out and works," he said.

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Unimpressive El Niño leaves California in water limbo

By **Peter Fimrite and Kurtis Alexander**

Tuesday, March 29, 2016

The rain storms and blizzards that were supposed to come with El Niño were conspicuously non-biblical in California this winter, leaving the state in an ecological limbo that has regulators thinking about easing water-use restrictions in some places but not in others.

While the weather cheered ski resorts hit hard by the historic drought and brought some reservoirs to their highest points in years, in the end it dropped less snow than average in the Sierra, where more than a third of the state's water comes from.

The water content of the snow statewide is 87 percent of average for this time of year, according to electronic measurements taken Tuesday, a benchmark when the spring melt historically begins and water spills into the reservoirs.

With El Niño's biggest deluges hitting the northern part of the state, water officials said that next month they'll consider relaxing the governor's unprecedented rationing program, which now requires communities to cut back as much as 36 percent from their 2013 water use.

But much of the southern part of the state has remained as dry this year as it was last year, so any easing of forced conservation might be limited to Northern California.

"The north has really benefited from the winter pattern, but it's been hit and miss down south," said **David Rizzardo**, the chief of snow surveys and water-supply forecasting for the **Department of Water Resources**. "But the impacts and the problems from drought still persist, particularly in the San Joaquin Valley and farther south. We're still going to have impacts to farms, including fallowed fields and dry wells."

The imbalance is a conundrum that water managers, fisheries biologists, environmentalists and agricultural leaders are trying to sort through as the dry season approaches and the El Niño weather pattern fades.

What's clear is that one mediocre winter is not likely to revive the 58 million trees statewide suffering severe water loss and bark beetle infestations. Salmon, sea lions and aquatic birds — and farmers — will continue to struggle as atmospheric irregularities continue, climate experts say.

“There is no such thing as normal weather and there is no such thing as a normal El Niño,” said **Jonas Minton**, a water policy adviser for the **Planning and Conservation League**, which promotes environmental legislation. “All water years are different. What is important for California is how we manage whatever water supplies we receive.”

Sierra snow below average

The monthly snow survey in the Sierra shows that the snowpack is 98 percent of normal in the north, 88 percent in the central part of the state and 72 percent in the south. For the drought to be over, state water officials figured the snowpack needed to be at least 150 percent of normal by April 1. Last year's measurement on the critical date was the lowest in the Sierra since records began almost a century ago.

While the water situation improved relative to the past few years, the El Niño did not live up to expectations. The event, marked by warm water in the equatorial Pacific feeding moisture into the atmosphere, was indeed strong — among the top three most robust on record. But it behaved differently than El Niños of the past.

“The storm track was enhanced over the Pacific as anticipated, but it was farther north than anticipated,” said **Daniel Swain**, a climate researcher at **Stanford University**. “Places other than California got our water, like Washington and Oregon.”

Southern California, which bore the brunt of the big El Niños in 1997-98 and 1982-83, saw just half of average rainfall in many places this winter, including Los Angeles.

“If the trajectory of the storms gets shifted by a little bit, even a few hundred miles, the outcome can be very different,” Swain said.

By contrast, the northern reaches of California more closely paralleled the Pacific Northwest. Eureka received 33 percent more rainfall than average since October, and Crescent City had 22 percent more.

Shasta, Oroville spilling

As a result, Northern California’s big reservoirs are fuller than they’ve been in years, with Lake Shasta at 109 percent of average and Lake Oroville at 113 percent of average — both spilling to make room for spring runoff. Reservoirs farther south, though, aren’t as full as normal, with New Melones Dam on the Stanislaus River at 25 percent of capacity and Pine Flat on the Kings River at 38 percent.

As of Tuesday, rainfall in San Francisco stood at 3 percent above normal for this point in the season. The city, though, gets most of its water from the central Sierra, where snow and rain have also hovered around average.

The vastly different situations across the state have prompted officials at the **State Water Resources Control Board** to suggest that last year’s sweeping rationing program might need to be shifted. The board has scheduled a public meeting on the restrictions next month, with the expectation of adjusting the regulations in May.

“We’ll be making some changes based on the feedback,” said water board spokesman **George Kostyrko**. “We’ve been trying to be flexible all along.”

Increased water deliveries

The state and federal water projects that manage California’s big reservoirs are also expected to increase water deliveries to cities and farms in the coming year over last year’s sparse allocations.

The ambiguous drought situation means pelagic forage fish, which salmon and marine mammals such as whales and dolphins depend on, could continue to struggle.

Raphael Kudela, a professor of ocean sciences at UC Santa Cruz, said the storms caused significant runoff along the coast, creating the possibility of more blooms of algae, called pseudo-nitzschia, which spread toxic domoic acid last year and disrupted the crab fishing season.

Although most scientists say the El Niño system is dissipating and the ocean along the equator is cooling, Kudela said the water along the California coast is still much warmer than normal.

“Generally that warm water persistence is continuing to cause problems,” he said, including a “shift toward more warm-water species, which generally don’t support as much growth for salmon and other organisms.”

In general, the recent weather may be an anomaly in California, said **Francisco Chavez**, a biological oceanographer for the Monterey Bay Aquarium Research Institute. He warned that a long-term trend of drier weather may return this year.

“My forecast,” Chavez said, “is that we will have continued drought — I don’t know how severe that will be — for several years to come.”

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Uploaded: Tue, Mar 29, 2016, 12:39 am

Palo Alto moves ahead with sludge facility

New dewatering building will allow city to retire sewage-burning incinerators

by Gennady Sheyner / Palo Alto Weekly



The incinerator building at the Regional Water Quality Control Plant where solid waste is incinerated.
Photo by Veronica Weber.

The new building slated to go up in the Palo Alto Baylands will be a concrete structure, 50 feet in height, and designed to accommodate trucks filled with sewage.

And local environmentalists couldn't be happier.

The new building is a two-story building where sewage will be de-watered and hauled out. That, in itself, may not sound exciting but for the city it is a critical step to a long-

awaited moment: the retirement of its two sludge-burning incinerators. Eventually, the city plans to replace the polluting incinerators with cleaner and more cost-effective technology, such as an anaerobic digester that would turn local organic waste into energy. But before that happens, the city is looking to shut down the incinerators and truck de-watered sludge to other sewage-treatment plants.

That's where the new facility comes in. It will occupy a site just southeast of the incinerator building in the Regional Water Quality Control Plant and will have a parapet reaching a height of 50 feet above grade. According to a report from the Public Works Department, it will be a cast-in-place concrete structure with painted structural steel and removable skylights. Landscaping will be integrated into the site to "interrupt views of the new building from off-site locations."

The new de-watering and loading building will be located on the 10-acre site in the Baylands that voters agreed to "undedicate" in 2011 when they approved Measure E. The ultimate goal is to install at this site a facility that in addition to processing sewage sludge would also treat other organic waste, including food scraps and possibly yard trimmings. While an anaerobic-digestion facility (which turns organic waste into energy) is still the front-runner, Assistant Public Works Director Phil Bobel said Monday that staff will also evaluate other technologies, including gasification.

The project has already secured the approvals of both the city's Architectural Review Board and its Planning and Transportation Commission. On Monday night, it won a swift and unanimous vote of endorsement from the City Council. In his presentation, Bobel stressed that despite its height, the building wouldn't stand out too much because of its close proximity to the 65-foot hill that once functioned as the city's landfill.

Once the new building is up, the city be able to shed its status as one of only two cities in California that still burn their sludge with incinerators (Central Contra Costa Sanitary District is the only other).

"We won't be knocking them down but we'll be discontinuing their services forever as soon as we get the new dewatering facility up and running," Bobel said of the incinerators.

While the council isn't prone to quickly approving 50-foot-tall buildings, members made an exception Monday night. Councilman Greg Schmid was the only member who expressed some concerns about the building's compatibility with the Baylands Master Plan. He supported the project after his colleagues and staff agreed to take another look at the landscaping to make sure it's consistent with the overall Baylands vision.

The project comes with an estimated price tag of about \$25 million, which will be shared by Palo Alto and its partners (Mountain View, Los Altos, Los Altos Hills, Stanford and the East Palo Alto Sanitary District). Palo Alto's share would be about 35 percent, according to staff, and officials hope to acquire a loan from the state's revolving fund for water-quality improvement projects, according to the staff report.

Public Works expects to construct the new dewatering facility in about two years.

Councilman Tom DuBois called the new facility "a good project" and Councilwoman Liz Kniss noted that the city is now at a turning point when it comes to sewage treatment. The time is now, she said, to get a new system in place.

"This is one of those plans that's been well thought out, well thought through and is a long time coming," Kniss said.

Sacramento City Council approves water rate hike

Staff, ABC10 , KXTV 11:28 PM, PDT March 29, 2016



(Photo: Christopher Furlong, 2006 Getty Images)

The Sacramento City Council agreed to a major increase in water and wastewater utility fees over the next four years Tuesday night.

Supporters have said Sacramento's aging water and wastewater infrastructure has needed a major upgrade for years. The city also wants to finish putting in water meters to charge residents for for what they really use, and to charge more for higher use with a tiered system.

The rate hikes will begin July 1st with an increase of 10 percent every year for the next four years for water services, and 9 percent every four years for wastewater and sewer services.

The combined hikes will begin this summer with an increase of \$6.59, and gradually increasing hikes over the following three years.

Some strongly urged the council not to increase rates.

"The wealthy don't care about these rate hikes and the poor, you're going to 100-percent immunize them - that is the homeowners - but the working families and the middle class are getting squeezed," said Craig Powell, president of Eye On Sacramento, a city watchdog group.

Others argued improvements have already been kicked down the road for years and that Sacramento's rates are a bargain compared to other major West Coast cities.

"We feel that it's a very fair proposal that is combining both keeping in mind the low income people as well as dealing with our city's future infrastructure needs," said Caylyn Wright, with the Sacramento Association of Realtors.

The city has come under fire for a water rate subsidy program that many low income residents said they've never heard of.

"I'm always into my resources and this is one that I missed," said homeowner Della Fort, as she watered her front lawn in the Oak Park neighborhood of Sacramento.

Next door neighbor Stefan Wenk, a teacher who lives next door to Fort agreed.

"If you have a program that's meant to help people, but you're not telling them it's there, makes it kind of hard for them to get help," Wenk said.

The council directed the utilities department to be sure the subsidy program is clearly advertised to many residents who would qualify for it.

"I want to just make sure that we're super proactive in how we let more people know and how we can get more folks to participate in the program," said Mayor Kevin Johnson.

The seven to one vote paved the way for improvements expected to last a hundred years.

"We should have started ten or twenty years ago on replacing our infrastructure. And yes, we have some catching up to do," said city utilities director Bill Busath.

Between the hikes for water and sewer service, the average customer will pay about \$35-dollars more a month by 2019 - for an average bill of just under one hundred dollars a month.

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California Snowpack Nearly Average But Won't End Drought

Wednesday, March 30, 2016

By [Associated Press](#)



Credit: Associated Press

A road winds under a winter landscape in a view from atop Mount Rose, Nevada, Feb. 16, 2016. Mount Rose is part of the Sierra Nevada range, which provides a large part of the water for California.

State water surveyors found a barely average snowpack in the [Sierra Nevada](#) on Wednesday, setting the stage for tough decisions to come on water conservation requirements for California residents.

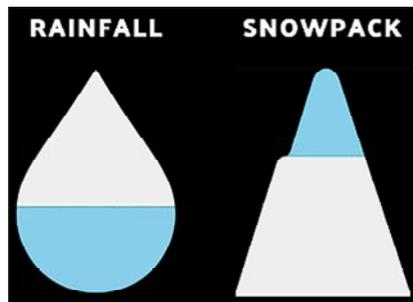
The key spring measurement found the snowpack at about 95 percent of normal. Officials say they intend to use the figure when they reopen a discussion on whether to ease or drop the savings mandates.

"The message is still very strong: Conservation measures are still going to be important," said Frank Gehrke, chief of the California Cooperative Snow Survey Program, who trudged through the snow to manually measure the snowpack. "We don't know what next year will be."

A year ago, [Gov. Jerry Brown stood](#) on the same spot — then a dusty patch of ground with no snow — to announce that the dire drought required residents to cut back water use by 25 percent.

Californians are now under orders to use at least 20 percent less water. To comply, many have let lawns turn brown and flushed toilets less often.

The state is in its fifth year of the historic drought.



The snowpack was aided by an El Nino storm system that dumped more water on the northern part of the state while leaving southern areas relatively dry.

George Kostyrko of the State Water Board says officials will consider this difference while setting new conservation targets.

[Northern California](#) has seen the most rain and snow, lifting the state's three largest reservoirs to above-normal levels and bringing the snowpack to nearly average depth.

Little rain and snow has hit Southern California, leaving most of its reservoirs low, and it will take years to replenish the overdrawn groundwater that has seen the state through four years of drought.

"We're looking at a long-term recovery and not a one-shot wonder," said Doug Carlson, a state Department of Water Resources spokesman.

California's snowpack typically is at its deepest on April 1, then the snow melts through the warm months, rushing down streams and rivers into lakes and reservoirs, providing roughly one-third of the state's water. The melted snow goes to farms in the nation's leading agricultural and most populous state.

Strong El Nino storms in early March have some water districts questioning whether a drought emergency still exists and if residents should still be required to live under conservation orders.

Leaders of local water districts say the state needs to save the emergency declaration for the true emergencies, fearing they will lose credibility with the public the next time drought hits and they are asked to conserve.

[ASSOCIATED PRESS](#)



Daniel FisherForbes Staff

I cover finance, the law, and how the two interact.

INVESTING 3/30/2016 @ 7:15PM 2,656 views

Clean Water Act May Be Unconstitutional, Justice Kennedy Says

In a “wait — what?” moment at the U.S. Supreme Court today, Justice Anthony Kennedy said a landmark environmental law may be unconstitutionally vague.

It came as the court heard oral arguments in *Army Corps of Engineers v. Hawkes Co.*, a challenge to federal regulations that bar court review of opinions the Corps issues stating whether it considers wetlands to be subject to jurisdiction under the Clean Water Act. Once the Corps has made that determination, landowners make any changes to their property at the risk of potentially heavy fines or criminal prosecution, unless they go through the expensive and lengthy process of obtaining a permit first.

Most of the justices, liberal and conservatives, pushed Deputy Solicitor General Malcolm Stewart, arguing for the government, on why citizens should be forced into such a Hobson’s choice without the chance for judicial review.

On the other hand, Justice Elena Kagan pointed out, it might be a problem if every time a government agency such as Securities and Exchange Commission or the Internal Revenue Service issued an opinion letter the recipients could challenge it in court. That might discourage those agencies from offering informal advice.

Then Kennedy broke in.

“I think underlying Justice Kagan’s question is that the Clean Water Act is unique in both being quite vague in its reach, arguably

unconstitutionally vague, and certainly harsh in the civil and criminal sanctions it puts into practice,” he said. “What’s the closest analogous statute that gives the affected party so little guidance at the front end?”

Kennedy’s question is not without irony, since he contributed heavily to the vagueness of the CWA in his concurrence to the fractured 2006 decision *Rapanos v. U.S.*, in which he said the federal government could assert jurisdiction over any waters with a “substantial nexus” to the “navigable waterways” defined in the act. The Obama administration seized upon that imprecise term to justify last year’s Waters of the U.S. rule placing millions of acres under new federal control.

“Let’s remember that one of the difficulties in applying the Clean Water Act is Kennedy’s language in *Rapanos*,” said William Jay, a partner with Goodwin Procter who argued cases for the government before the Supreme Court as an assistant to the solicitor general. “That’s a significant development in the world of the Clean Water Act,” that he seems to be backing away from his comment in that case, he said. The CWA is unusually difficult to interpret because unlike air pollution laws, it doesn’t specify how to determine whether a specific piece of land is considered wetlands.

It’s not surprising Kennedy may have been thinking about vagueness since the preceding arguments concerned *Welch v. U.S.*, stemming from a void-for-vagueness decision by the late Justice Antonin Scalia last year.

While most of the justices were tough on Stewart, the government’s lawyer, things didn’t go well for the landowner either. One solution to this case is for the court to rule against the government, upon which the Corps and the EPA could just tear up their memorandum of understanding and make future opinion letters less formal.

“That doesn’t help you very much,” Justice Sonia Sotomayor told Reed Hopper, arguing for the landowner. “So is that the argument you want to rely on?”

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THE CONVERSATION

A new strategy for drought-stressed cities: graywater recycling

March 30, 2016 6.14am EDT

Sybil Sharvelle

Assistant Professor of Civil and Environmental Engineering, Colorado State University



Tokyo International Youth Hostel. Gavin Anderson/Flickr, CC BY-SA

Many regions of the United States are struggling with water shortages. Large areas of the West are contending with moderate to severe drought, while California is now in the fifth year of one of the most extreme droughts in its history. Even non-arid regions, such as the Southeast, are not exempt from water shortages. At the same time, rapid population growth is increasing water demand in many of the nation's most water-scarce regions, including California, Nevada, Arizona, Texas and Florida.

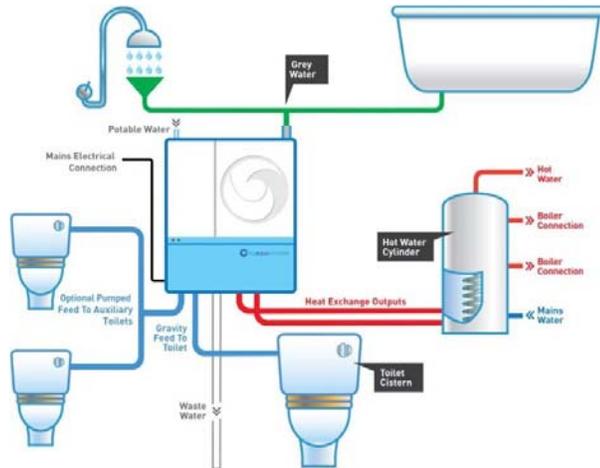
In these conditions, some state and local governments are looking for innovative ways to save water. One strategy gaining increasing attention is using graywater – water from bathroom sinks, showers, bathtubs, clothes washers and laundry sinks, but not from toilets or kitchens – for purposes other than drinking, such as flushing toilets.

The National Academies of Sciences, Engineering, and Medicine recently published a report that analyzes the potential of graywater reuse, available treatment technologies and the human health and environmental risks associated with graywater reuse. The study's conclusions, which I served, concluded that reusing graywater can improve water

conservation by expanding local water supplies and providing a drought-resistant year-round local water source.

Multiple uses

In drought-stricken regions, households and businesses have already started to reuse graywater, and some builders are installing dual plumbing systems in new developments to supply treated graywater for toilet flushing and possibly other nonpotable uses, such as watering gardens. Rather than being sent down the drain, water from showers or sinks is stored in dedicated tanks and treated depending on how it will be used on site.



Graywater recycling system with heat recovery. Wipeout 997/Wikimedia, CC BY-SA

Graywater reuse is not a new strategy, but for many years plumbing codes required graywater to be combined with blackwater (wastewater from toilets) and treated through the same system as sewage. In the past decade, however, many states have revised their laws, reflecting the growing interest in graywater reuse. As of 2014, 26 states allowed some form of graywater reuse.

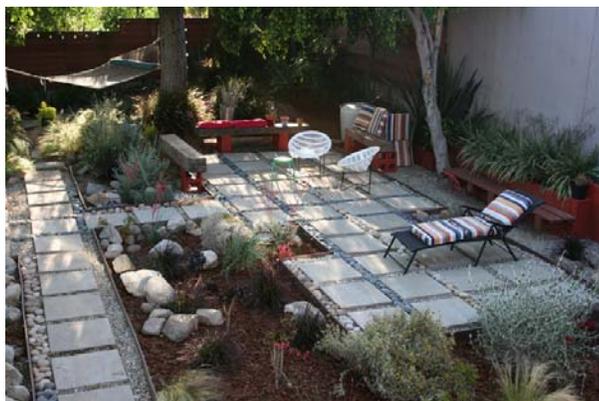
Simply reusing graywater to flush toilets can reduce home indoor water use by 24 percent, on average. Using treated graywater to meet water demand for toilet flushing and laundry has the potential to reduce demand by nearly 36 percent. Graywater reuse in new multiresidential buildings offers clear economies of scale, but we need more data on the cost of such systems.

In arid regions such as Southern California, our report showed that household-scale graywater reuse provides larger potential water savings (up to 13 percent of total water use) than household-scale capture of rainwater from roof runoff using a large cistern (up to 5 percent). That's because graywater provides a steady water source during summer months when little or no rainfall occurs.

Homeowners often install graywater systems to achieve water and energy efficiency and maintain a reliable supply of water to sustain minimal irrigation during droughts. However, graywater reuse for some applications might not actually save water.

Pilot studies of graywater reuse for irrigation in "Laundry to Landscape" programs in Long Beach and San Francisco, California have shown that it may actually lead to increased water use. This may happen because homeowners expand their landscaped areas or use more water for other purposes when they have graywater available.

If water conservation is the primary goal, the first step should be reducing outdoor water use, not using graywater to preserve landscaping that is inappropriate for local climate conditions. For example, in arid regions, water-efficient landscaping provides much larger reductions in water demand than graywater reuse.



Garden irrigated with graywater and rainwater, Los Angeles.

Jeremy Levine/Flickr, CC BY

Graywater reuse for toilet flushing and other indoor uses offers the greatest opportunities for water conservation and does not reduce the amount of water available to downstream water users, as use for outdoor irrigation can. This is a particular value in many western states, where water laws restrict some uses of alternative water supplies to protect the availability of water to downstream water rights holders.

A need for guidance

Graywater contains bacteria and pathogens, so it needs to be treated for all indoor uses. Treatment would include disinfection at minimum, and sometimes also removal of dissolved organic matter. Systems for indoor graywater reuse require special plumbing features, including backflow prevention, and graywater treatment processes are complex. These systems must be installed by a certified plumber, and maintenance is critical.

However, many states and localities have not adopted treatment guidelines or regulations for indoor graywater use. Los Angeles just released **guidelines for indoor use of alternative water sources**, such as graywater, early this year. San Francisco also developed a **Non-Potable Water Program** in 2012 that includes use of graywater for indoor demand.

Treatment strategies are available to remove contaminants from graywater, but the lack of widely accepted treatment guidance for various uses limits broader adoption of graywater for indoor use. Developing rigorous, risk-based guidelines for communities that lack them could improve safety and build public confidence while reducing costs of unnecessary treatment.

A common standard of treatment could also enable companies to develop treatment systems that can be broadly applied, thereby reducing costs to consumers. The **Water Environment Research Federation** is currently sponsoring a National Water Research Institute expert panel to develop guidelines for indoor use of alternative water supplies such as graywater.

However, treatment guidance alone is not sufficient to protect public health. Graywater reuse to meet indoor demand is most practical at the neighborhood or multiresidential scale where there is an existing system in place to oversee operations and maintenance.

It is important to ensure that systems operate as they were designed to work, so that humans are not exposed to health risks from improperly treated graywater. But overseeing them can create additional burdens for public health departments that may already be stretched thin.

Local enforcement agencies would benefit from additional expert guidance on appropriate, cost-effective maintenance, monitoring and reporting strategies.

With appropriate treatment and maintenance of reuse systems, graywater could provide a safe and reliable local water supply for water-scarce cities.

Stephanie Johnson, senior staff officer with the Water Science and Technology Board of the National Academies of Sciences, Engineering, and Medicine, contributed to this article.



Recycling

California drought

wastewater



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Sierra snowpack shows improvement, but not enough to declare California's drought over



California Council on Science and Technology Fellows Dan Brumbaugh, John Thompson and Sarah Carville join Frank Gehrke, Chief Snow Surveyor for the Department of Water Resources, at the fourth media snow survey at Phillips Station in the Sierra Nevada mountains. (Kelly M. Grow / Dept. Water Resources)



By **Matt Stevens** · Contact Reporter

MARCH 30, 2016, 2:21 PM

In a symbolic moment in California's slow but steady drought recovery, a state surveyor on Wednesday found several feet of snow in the same Sierra Nevada meadow that was bare and brown just a year ago.

The depth of the snowpack was declared to be just below average, a huge improvement from last year, but still far from enough to declare the drought over.

Around 11 a.m., Frank Gehrke, chief of the California Cooperative Snow Surveys Program, thrust a long silver tube into Phillips Station's renewed, robust snowpack and, minutes later, told gathered reporters that there was more than 58 inches of snow on the ground.

That snow held 26 inches of water content, he said, just short of average for the date.

“A big improvement compared to last year,” Gehrke said, “but not what we had hoped for.”

The Phillips Station measurement — which officials said was 97% of average — provides data for just one location and therefore is considered more symbolic than definitive. The results from the station about 90 miles east of Sacramento are not necessarily representative of statewide conditions, officials say.

Water officials prefer to use the electronic readings taken remotely at about 100 stations across the Sierra Nevada for a more accurate assessment. The latest readings, taken Wednesday around 8:30 a.m. showed that the water content held by the state’s snowpack was about 24 inches, or 87% of normal.

Though still below average now, the snowpack was in infinitely worse shape a year ago. On April 1, 2015, the statewide snowpack’s water content was just 5% of normal — the lowest ever recorded and the worst in hundreds of years. Data suggested that on average there was one inch of water hidden in the snow, but there was no snow at all on the Phillips Station field.

“This was a dry, dusty field last year,” Gehrke said, adding that Wednesday’s snowpack “seems good because it’s so much better than last year.”

Snowpack is important to California’s hydrology because when it melts, the water feeds into the state’s reservoirs; those reservoirs, in turn, send water to farmers in the Central Valley and to urban dwellers in Southern California. In normal years, it supplies about 30% of the state's water needs.

The annual April 1 measurement is telling, officials say, because the snowpack traditionally peaks around that time.

Gov. Jerry Brown was on hand for last year’s April 1 snowpack measurement to unveil a historic executive order requiring a 25% reduction in urban water use statewide -- the first such mandatory measure in California history.

There were no dramatic announcements Wednesday. An advisory from Brown’s office sent early in the day said the governor was out of the state.

Asked whether California was still in a drought, Gehrke hedged.

“We’re barely average. It stops that downward slide,” he said. “Now we’re clearly looking at next year, and there are no reliable indicators of what next year will bring.”

For more on the California drought and water, follow me on Twitter @ByMattStevens

The Argus

‘We are in better shape’

DROWNING OUT THE DROUGHT

Northern California’s wettest winter in five years means water restrictions likely to ease

By Paul Rogers

March 30, 2016

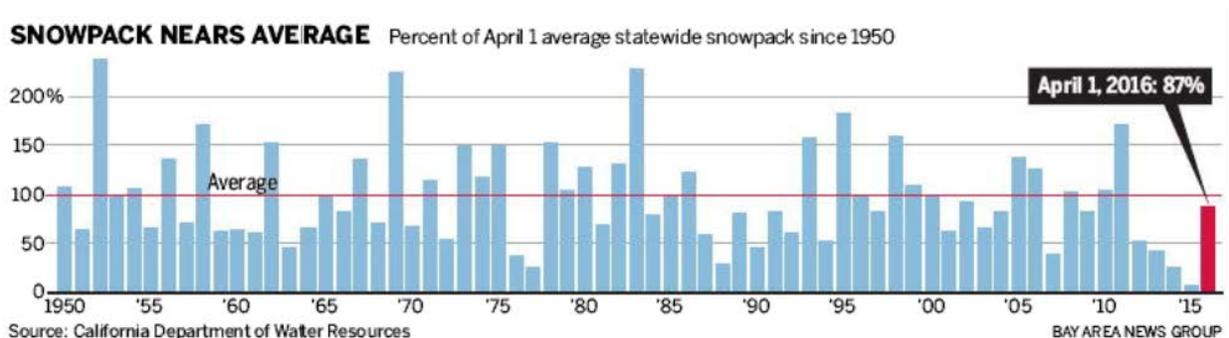
progers@mercurynews.com

With the wettest winter in five years having taken the hard edges off the historic drought and a key Sierra snowpack reading Wednesday expected to show big gains, Californians can look forward to substantial relief from mandatory statewide water restrictions.

“We are likely to ease the rules or lift the rules,” said Felicia Marcus, chairwoman of the State Water Resources Control Board. “We are in better shape.”

The board imposed California’s first statewide water conservation rules last May at the insistence of Gov. Jerry Brown — forcing hundreds of cities to limit lawn watering, ratchet up conservation programs and, in some cases, fine residents for using excessive amounts of water. Brown’s goal was to cut urban water use 25 percent on average from 2013 levels. From June through January, urban residents delivered, cutting 24.8 percent.

But with significant rain and snow in recent months, the drought emergency has softened considerably as it enters its fifth year, particularly in Northern California. The state water board is scheduled to hold a public hearing April 20 in Sacramento and will likely make a final decision May 3 on how much water rationing, if any, Californians should expect this summer, Marcus said.



North and South

Among the possible changes: lower conservation targets or perhaps no drought targets at all in parts of Northern California that have high rainfall totals, full reservoirs

and healthy groundwater basins, she said. But cities in Southern California — with its lower rainfall totals and depleted reservoirs — could continue to see strict rules, Marcus added. “We’re not interested in keeping these emergency regulations going any longer than we have to, but we want to be judicious,” she said. The board also is likely to make permanent the water-wasting rules it imposed statewide last year. Those include prohibitions on hosing off pavement, a requirement that all restaurants ask customers if they want water before serving it, and a ban on watering lawns within 48 hours of measurable rainfall.

The change between last winter and this one has been dramatic. On Wednesday, state surveyors will trudge into a snow-packed Sierra Nevada meadow at Phillips Station near Lake Tahoe with TV crews and reporters in tow. The measurement, taken on or around April 1, provides a headline at the end of every winter of how much snow is in the Sierra, which makes up a third of California’s water supply. The event, however, is largely a media photo op. State officials on Tuesday already knew that the Sierra Nevada snowpack was at 87 percent of its historic average because there are more than 200 electronic sensors scattered throughout the Sierra. That’s up from a shocking 5 percent last April 1, when Phillips Station was a barren meadow. “It’s been a great year. We could not have roadmapped a better ski season,” said Kevin Cooper, a spokesman for the Heavenly and Kirkwood ski resorts near Lake Tahoe.

Last winter, Kirkwood received 124 inches of snow. This year, that has already more than tripled to 440 inches. Heavenly has enjoyed 340 inches this year, four times the 84 inches that fell last winter.

“We’ve seen a lot of skiers and riders return,” he said. “Businesses have been doing really well.”

Other barometers of California’s hydrologic health also are looking good:

- State reservoirs: After drenching storms in March, the two largest reservoirs in California, Shasta Lake and Lake Oroville, are now 88 percent and 86 percent full, respectively. And as snow melts in the next few months, the massive lakes, which are critical to the water supply for farms and cities, are expected to fill to the top.

In early December, Shasta, near Redding, was 29 percent full. Its water level has risen 135 feet since then. Similarly, Oroville, in Butte County, was 27 percent full; it has risen 217 feet. Together in the last four months, they have added 4.8 million acre-feet of water — enough for the needs of 24 million people for a year.

- Rainfall: After four dry winters, San Jose through Tuesday was at 100 percent of normal. San Francisco was at 103 percent, Oakland 86 percent, Fresno 135 percent and Salinas 116 percent.
- Bay Area reservoirs: All seven reservoirs in Marin County are 100 percent full. Santa Cruz’s main reservoir, Loch Lomond, is 100 percent full. Pardee Reservoir, the main reservoir that serves 1.4 million customers of the East Bay

Municipal Utility District, is 99 percent full. Hetch Hetchy Reservoir is 72 percent full. And the 10 reservoirs in Santa Clara County are 67 percent full, up from 49 percent a year ago.

But the El Niño storms that delivered rain and snow mostly hit north of Monterey, leaving Southern California dry.

“Everybody down here is disappointed,” said Bill Patzert, a research scientist and oceanographer at NASA’s Jet Propulsion Laboratory in Pasadena. “The storms were headed for L.A. and made a sharp left for Northern California.”

Scientists still don’t know why, he said. And while the soaking storms all but wiped out droughts in Washington and Oregon, rainfall in Los Angeles is at 50 percent of historic average, Riverside 44 percent and San Diego 76 percent.

Pushing hard

Water agencies around the state are waiting for the state water board to give them direction. Together, they have lost hundreds of millions of dollars in revenue from selling less water. So they are pushing hard for relief.

“We’ve got to adjust to the changing conditions. Local leaders should have more flexibility,” said Jennifer Persike, deputy director for the Association of California Water Agencies. “We asked the public to go all hands on deck and cut back, and they did it. Now conditions have changed. It’s very important to retain credibility. The boy crying wolf comes to mind.”

But environmental groups are urging caution, pointing out that groundwater basins in many areas remain seriously overdrawn.

“We’re not opposed to reductions in mandatory targets. But we want them to be conservative,” said Tracy Quinn, a senior policy analyst with the Natural Resources Defense Council. “We don’t know what next year will bring.”

Paul Rogers covers resources and environmental issues. Contact him at 408-9205045. Follow him at [Twitter. com/PaulRogersSJMN](https://twitter.com/PaulRogersSJMN).



DATE: March 31, 2016

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**Union Sanitary District Repairs to Damaged Sewer Line Complete,
Restoration of Alvarado Boulevard Underway**

Repairs to a damaged sewer line caused by an October 2015 sinkhole in Union City have been completed by Union Sanitary District, and restoration of the sinkhole area on Alvarado Boulevard is in progress.

The sinkhole caused extensive damage to a 33-inch diameter sewer pipe that runs 20 feet below Alvarado Boulevard in Union City. A manhole in the area also was damaged when the sinkhole occurred. The sewer line has been repaired and a new manhole installed, with flows returning to normal in mid-March. Repairs to several other utilities in the vicinity of the sinkhole have been completed and will be put in service within the next week.

The repair project required closing westbound traffic lanes on Alvarado Boulevard between Fair Ranch Road and Fredi Street. USD's contractor excavated the damaged pavement area and removed the asphalt and soils disturbed by the sinkhole. Crews are now backfilling and compacting the area, with paving expected to be completed and the road opened to traffic in mid-April, weather permitting. Crews will return to complete final lane and crosswalk striping approximately one week later.

The cause of the sinkhole is still unknown at this time. Determining an exact cause may be difficult, as multiple factors could have contributed to the sinkhole. The affected area includes infrastructure for several utilities, as well as extensive groundwater and sandy soils.

“We appreciate the public’s patience during this work to complete a permanent, effective repair as quickly and safely as possible,” said USD General Manager Paul Eldredge. “The District also recognizes the City of Union City, New Haven Unified School District and the Alameda County fire department for their support of our efforts to minimize inconvenience to the public and ensure appropriate access is maintained at all times for emergency services.”

###

Union Sanitary District operates a 33 million gallon per day wastewater treatment facility in Union City and provides collection, treatment and disposal services to a total population of over 344,000 in Fremont, Newark and Union City, CA. The District maintains over 800 miles of underground pipeline in its service area. For more information about Union Sanitary District, please visit www.unionsanitary.ca.gov.

Peninsula cities team up on new recycled water projects

Palo Alto, Mountain View, and East Palo Alto join forces on new committee devoted to exploring, implementing water-purification technologies

by Gennady Sheyner / Palo Alto Weekly
Friday, April 1, 2016

Seeking to spur greater use of recycled water in the region, Palo Alto, Mountain View, East Palo Alto and members of the Santa Clara Valley Water District have formed a new committee that is jointly exploring a major regional project.

The committee, chaired by Palo Alto Mayor Pat Burt, met on Tuesday in Palo Alto to discuss the latest progress toward the joint effort. At the meeting, the Joint Recycled Water Advisory Committee also welcomed its two newest members: Mountain View Councilman Lenny Siegel and East Palo Alto Mayor Donna Rutherford.

The committee also includes Palo Alto Councilman Tom DuBois and three members of the water district's board of directors: Tony Estremera, Barbara Keegan and Gary Kremen.

Though the committee is new (the Tuesday meeting was its third), collaboration between some of the cities goes back many years when it comes to recycled water.

Mountain View already uses recycled water from Palo Alto's Regional Water Quality Control Plant (RWQCP) to irrigate Shoreline Park. And in addition to Mountain View, Palo Alto's water-treatment plant also serves Los Altos, Los Altos Hills, Stanford University and the East Palo Alto Sanitary District.

By forming the new committee and jointly discussing recycled-water projects, the cities hope to take this collaboration one step further. The first step for the partners is to move ahead with a feasibility study that will explore technology that would purify existing recycled water to reduce salt content. Purification systems under consideration include micro-filtration and reverse osmosis. They will then pursue another study that will consider an groundwater recharge and look at a potential expansion of recycled water use.

Some cities are already pursuing their own projects, with Mountain View in the lead. Gregg Hosfeldt, assistant Public Works director in Mountain View, said the city is looking to expand its recycled water to the Moffett Field area and, ultimately, to Sunnyvale.

Hosfeldt said his city is now discussing the potential expansion with Sunnyvale officials and the companies near the border of the two cities.

Meanwhile, Palo Alto is also exploring ways to make better use of its recycled water. A new [report](#) from the city notes that the city's treatment plant "produces high quality recycled water which is drought-proof, locally controlled non-potable water supply."

"Recycled water will help reduce Palo Alto's reliance on imported water supplies," according to the report. "The RWQCP currently produces recycled water in excess of the current demand; therefore staff is working to expand the recycled water demand and distribution system."

The city had initially planned to expand its recycled water system to south Palo Alto and Stanford Research Park, a project that has already been analyzed in an Environmental Impact Report (EIR). The council certified the environmental analysis last year, though members were cautious about proceeding with the project until other water-purification studies are further analyzed.

The new feasibility study aims to help with the decision. The water district would pay for 80 percent of the study, while Palo Alto and Mountain View would each contribute 10 percent.

Finally! Union City Sink Hole Repair Almost Finished

Six months after a gaping hole opened, repairs are finally being completed.
Union City, CA

By [Bea Karnes \(Patch Staff\)](#) - April 1, 2016 1:48 pm ET



UNION CITY, CA - Union Sanitary District officials said repairs to a sewer line and part of Alvarado Boulevard damaged late fall by a sinkhole in Union City will wrap up this month.

Crews are now filling and compacting the dirt where the sinkhole occurred. Street paving should be complete by mid-April and then the road will reopen.

Lane and crosswalk striping will be complete a week later, district officials said.

The road collapsed above the sewer line Oct. 14, 2015.

Montecito Sanitary District Proposes Steep Rate Increase to Preempt Budget Stress

With revenues dwindling and significant infrastructure outlays looming, district seeking 3-year hike to \$1,480 per single-family home from \$1,080

By Sam Goldman, Noozhawk Staff Writer | @Sam__Goldman | Published on 04.03.2016

The Montecito Sanitary District is proposing an incremental rate increase to address a projected disparity between its revenues and expenses.

In a letter to its roughly 10,000 customers, the special district cited rising operation and maintenance costs and a number of capital improvement projects that cannot currently be sustained with its present, fixed rates, which haven't been raised in five years.

The district, which handles sewer and wastewater services for unincorporated Montecito, is holding a public hearing on the proposed increase on May 9.

"We look at it every year to see if our rates are fine in comparison to our expenses, and this is the year to do it," Diane Gabriel, the district's general manager and district engineer, told Noozhawk.

"If we wait too much longer, we start getting into reserves and then potentially not being able to fund the capital improvement program," she said.

"And then if you wait too much longer after that, then you can't even fund your operations. So we're catching it definitely in time, but we wouldn't want to wait another year or two — for sure."

The proposal is the product of the district's latest study of its revenues and expenses, which determined the proposed rate after considering customer growth, maintenance and operations costs, capital improvement projects, target levels for funds and reserves, and debt obligations.

Currently, a single-family home is assessed \$1,080 a year for wastewater services, a fee that is collected annually with customers' Santa Barbara County property tax bill.

Under the proposed set of rates, which would increase over the next three fiscal years, a single-family home would be charged \$1,280 for 2016–2017, \$1,380 the following year, and \$1,480 after that.

A condominium or second dwelling would see its wastewater service rates rise from its current \$510 to \$602, \$649, and then \$696 during 2018–2019.

Commercial properties are charged differently and are based on 100 cubic feet of water use.

Based on low-, medium- and high-strength use, commercial customers pay a fixed charge plus a smaller additional variable charge that is derived from the previous calendar year's actual water use — all of which are proposed to increase by similar margins to residential rates.

The new rates would go into effect in July and would be collected as a surcharge on this August's property tax bill, according to Gabriel.

The district's projected operating revenue for the 2015–2016 fiscal year is \$4.52 million, while its projected operating expenses for the year are an estimated \$4.16 million — an 8 percent net operating income that has shrunk dramatically the past few years and is projected to fall into the negatives by 2017–2018, according to the wastewater rate study.

Once revenue that doesn't come from service charges, like property taxes, is added, and expenses unrelated to routine operations, such as capital expenditures, are subtracted, the district's net income for this fiscal year vanishes to zero.

Residents' water conservation efforts have been a significant contributor to the district's lower revenues, as well.

Under the proposed service charges however, net operating income will be back over the target 20 percent margin by the next fiscal year, according to the study.

Much of the district's expenditures come from capital improvement projects, however.

“Since 2007, we've been doing a fairly aggressive capital improvement program,” Gabriel said.

Much of the program deals with the rehabilitation of 1960s-era sewer mains made out of clay, she noted.

Additionally, the district is working on replacing much of its treatment plant infrastructure, preventing tree roots from disrupting pipelines, and expanding its 78 miles of sewer mains into currently unserved areas.

To block the rate increase, a majority of residents would have to file a protest, Gabriel said. Otherwise, a board vote at the public hearing would implement the changes.

The hearing is set for 1:15 p.m. May 9 at Montecito Sanitary District headquarters, 1042 Monte Cristo Lane. Residents are invited to ask questions and express any concerns.

— *Noozhawk staff writer Sam Goldman can be reached at sgoldman@noozhawk.com. Follow Noozhawk on Twitter: @noozhawk, @NoozhawkNews and @NoozhawkBiz. Connect with Noozhawk on Facebook.*

EAST BAY TIMES

California's drought

State to play safe on water

Mandatory conservation targets to be relaxed, but not eliminated, after wet winter

By Paul Rogers

April 5, 2016

progers@mercurynews.com

Poised to ease California's mandatory drought rules after rain and snow levels rebounded this winter, state water officials on Monday made it clear that — even where reservoirs are 100 percent full — no community is likely to get an entirely free pass from conservation targets this summer.

“One average year does not mean that we can forget about saving water,” said Felicia Marcus, chairwoman of the State Water Resources Control Board. “We don't want to let our guard down.”

California's urban residents cut water use 23.9 percent from June through February, compared with the same period in 2013, the state board announced Monday. That's just shy of Gov. Jerry Brown's request for 25 percent savings last April, when he ordered the water board to impose California's first-ever mandatory statewide drought rules, with fines for cities failing to meet assigned water-saving targets.

California might have hit Brown's 25 percent goal, if not for low levels of water savings in Los Angeles and San Diego in February. The South Coast region of the state, as the water board defines it, cut water use only 6.9 percent in February, compared with the same month in 2013. By comparison, the Bay Area cut use by 18.3 percent and the Sacramento region by 20.7 percent. Statewide, all Californians averaged 12 percent savings in February — the lowest savings since Brown imposed mandatory restrictions.

Weather is to blame, experts said. It was hotter and drier in Southern California all winter than in the north, as El Niño storms mostly hit the northern part of the state and left the Southland with sunshine, low reservoirs and rainfall at barely half its historic average.

“There was a miserable February,” Marcus said. “It was hot, and folks couldn't bear to see everything die, so they turned the sprinklers on.

“I definitely would have liked more” savings, she added. “Southern California, because of its sheer size, can drive the percentages.”

Nevertheless, California residents saved 1.2 million acre-feet of water during the nine-month period from June to February. That's enough for 6 million people's needs for a year, and it helped reduce the impact of the historic drought as it entered its fourth year.

Most Northern California cities, however, received 90 to 100 percent of their historic average rainfall this past winter. The state's two largest reservoirs, Shasta, near Redding, and Oroville, in Butte County, were 89 percent and 87 percent full, respectively, on Monday. And the Sierra Nevada snowpack was at 81 percent of its historic average, the best in five years.

Marcus said the state water board will relax mandatory conservation targets on cities, water districts and water companies, with the biggest reductions coming in the north, where it rained and snowed most.

The board's original rules gave water providers targets ranging from 8 to 36 percent, depending on how much water they were using per capita. Places like Santa Cruz and Hayward, which have among the lowest per-capita use in California, were given 8 percent targets, while communities like Bakersfield and Beverly Hills, with high per-capita use, were given 36 percent.

Those numbers were eased slightly last month, when the board allowed water providers to reduce targets by up to 8 percent if they had unusually hot weather, high rates of population growth or robust supplies of water from desalination and recycling.

After a public hearing April 20, the water board will impose softer rules in May, Marcus said.

"Our emergency authority is something we should use judiciously," she said. "We certainly are open to adjusting those tiers for people."

But even areas that have received deluges this winter won't get their targets reduced to zero, she said, hinting that 4 percent might be the lowest level of conservation required. An example is the Marin Municipal Water District, where all seven reservoirs are 100 percent full.

"We may have a baseline conservation number that we ask everybody to do to keep the 'we're all in this together' attitude," Marcus said.

That was fine with many Bay Area agencies Monday.

"Our groundwater levels haven't recovered significantly for us to call it all off," said Colleen Valles, a spokeswoman for the Santa Clara Valley Water District in San Jose. The district asked every city and water company in Santa Clara County to cut water use 30 percent last year. That target will be reduced — although how much is not yet known, Valles said — when the agency's board makes a final call in late April or early May. It might also allow lawn watering to increase from two days a week to three, she added.

At the East Bay Municipal Utility District, where the largest reservoir, Pardee, is 99 percent full, officials are on a similar schedule and expect to relax the rules, said spokeswoman Andrea Pook. That could include boosting watering days and easing or eliminating drought surcharges and excessive use of fines. The district's state target is 16 percent, and from June to February, it achieved 23.6 percent.

“You can’t just let go of all this conservation at the drop of a hat,” Pook said. “We do need to continue to be mindful of the situation in the context of what happens next year. We need to be prudent.”

Even in Marin, where customers were asked to cut 20 percent and met that goal — an achievement that cost the Marin Municipal Water District \$4.4 million in lost water sales last year — some conservation is expected for this summer, said Libby Pischel, a spokeswoman for the district.

“We have a two-year supply, even when our reservoirs are full,” she said. “So we always promote conservation.”

At Bay Area garden centers, some people are behaving differently.

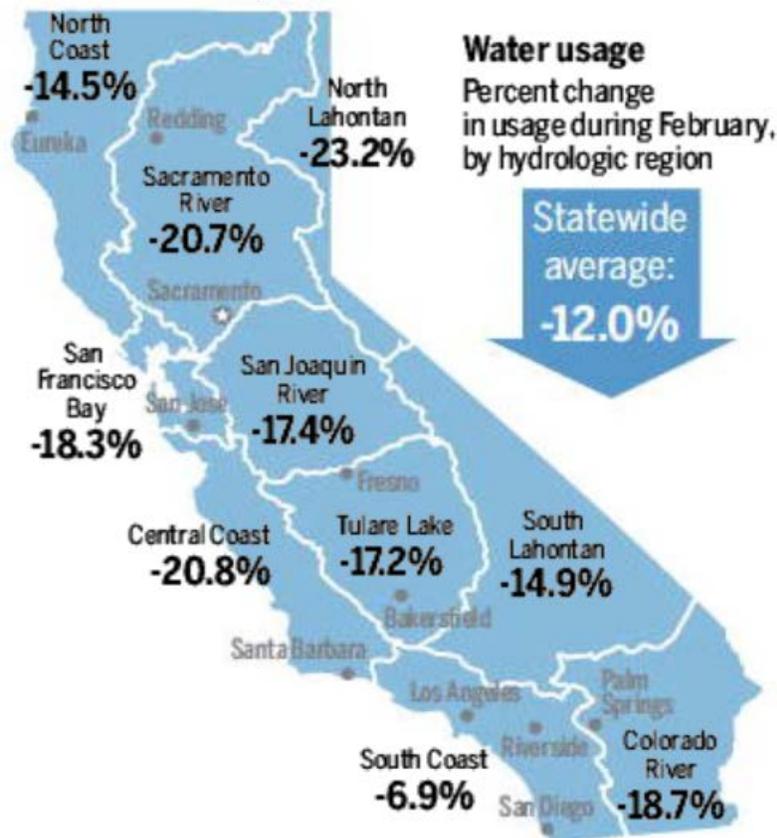
“People are talking about the drought less, for sure,” said Marlon Nehls, manager of Encinal Nursery in Alameda. “They are buying a little more grass now. But people are still buying a lot of cactus and succulents.”

He laughed and added, “A couple more shots of April rain would be nice.”

Contact Paul Rogers at 408-920-5045. Follow him at [Twitter.com/ PaulRogersSJM](https://twitter.com/PaulRogersSJM).

WHO SAVED THE MOST WATER?

California cut residential water use by 12 percent in February compared with the same month in 2013, the state’s baseline year.





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Manny Fernandez
Tom Handley
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Officers
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*General Manager/
District Engineer*

David M. O'Hara
Karen W. Murphy
Attorney

DATE: April 5, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Manager of Technical Services ~~Manager~~
Michael Dunning, Environmental Compliance Coach
Alex Paredes, Environmental Programs Coordinator

SUBJECT: Agenda Item No. 16b - Meeting of April 11, 2016
Information Item: **Certificates of Merit to Union Sanitary District's Class I Permitted Industries**

Recommendation

Information Only

Background

The Certificates of Merit event is an annual event that is held to recognize industries that have exceeded the requirements of their wastewater discharge permits during the prior calendar year and that have demonstrated their continued commitment to protecting the environment. In addition, the certificates recognize industries that have consistently complied with and implemented pollution prevention measures, maintained a cooperative relationship with the District and demonstrated continuing awareness and understanding of environmental issues and requirements.

The District has invited representatives from thirty-three (33) Significant Industrial Users (SIUs) with Class I Wastewater Discharge Permits, to receive Certificates of Merit on May 25, 2016 at 3:00 p.m. at the District offices. District staff commends these thirty-three SIU's for their excellent performance during 2015 and the Board of Directors is invited to attend this presentation and congratulate the Certificate of Merit recipients for a job well done.

Companies receiving the Certificates of Merit are:

City of Fremont (28 of 30 IUs)

Amphenol Thermometrics, Inc.
Applied Thin-Film Products
Bay Area Circuits
Boehringer Ingelheim Fremont, Inc.
Clean Science, Inc.
Clean Sciences Technology LLC
Compugraphics USA, Inc.
Enablence USA ~~Comp~~Components, Inc.
Finisar ~~Corp.~~Corporation
Global Plating, Inc.
Intematix ~~Corp.~~Corporation
Intevac ~~Inc~~
Kaiser Permanente Fremont
Lam Research Corporation CA-/3
Lam Research Corporation CA-/30
Materion ~~Electrofusion~~Brush, Inc.
Microwave Technology, Inc.
~~Neo Photonics~~NeoPhotonics Corporation
Nitinol Devices & Components, Inc. #1
Pantronix ~~Corp.~~Corporation
Quality Transport, Inc./Truck Rail Handling, Inc.
Quantum Clean #2
Seagate Technology LLC #3
Sora, Inc.
Tesla Motors, Inc.
Tri-Cities ~~Waste Management~~Recycling and
Disposal Facility
Washington Hospital Healthcare System
Western Digital ~~Corp. Bldg #1-~~Fremont B1

City of Newark (2 of 3 IUs)

Britech Electropolishing, Inc.
Matheson Tri-Gas, Inc.

City of Union City (3 of 4 SIUs)

Royal Truck Body
Star Pacific, Inc.
~~US~~United States Pipe & Foundry Company, LLC