



BOARD MEETING AGENDA
Monday, August 8, 2016
Regular Meeting - 7:00 P.M.

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

- Motion 4. Approve Minutes of the Meeting of July 25, 2016.

- Motion 5. Approve Minutes of the Board Workshop of August 1, 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. Award the Construction Contract for the Chemical Tanks and Piping Replacement Project to D.W. Nicholson Corporation *(to be reviewed by the Engineering & Information Technology Committee)*.

- Motion 9. Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8165 – Birch Street Equinox, Located along Birch Street between Jacaranda Drive and Pepper Tree Court in the City of Newark *(to be reviewed by the Legal/Community Affairs Committee)*.

- Information 10. Check Register.

- Information 11. Video Presentation to the Board.

- Information 12. Report on the East Bay Dischargers Authority Meeting of July 21, 2016.

- Information 13. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
 - a. Engineering and Information Technology Committee – Friday, August 5, 2016, at 9:30 a.m.

- b. Legal/Community Affairs Committee – Wednesday, August 3, 2016, at 10:30 a.m.
- c. Budget & Finance Committee – will not meet.
- d. Personnel Committee – will not meet.
- e. Legislative Committee – will not meet.
- f. Ad Hoc Subcommittee for Communications Strategy.

Information

-
- 14. General Manager’s Report. (*Information on recent issues of interest to the Board*).
-
- 15. 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.
-
- 16. Adjournment – The Board will adjourn to a Board Workshop to be held in the Mission Conference Room on Tuesday, August 16, 2016, at 5:00 p.m.
-
- 17. Adjournment – The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, August 22, 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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING
Committee Members: Director Handley and Director Lathi

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

AGENDA
Wednesday, August 3, 2016
10:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Board meeting of August 8, 2016:
 - Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8165 – Birch Street Equinox, Located along Birch Street between Jacaranda Drive and Pepper Tree Court in the City of Newark_____
5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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 "Public Comment" 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 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



REVISED

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

**ENGINEERING & INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: ~~Director Toy and~~ Director Kite ~~and~~
~~Director Fernandez~~

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

AGENDA
Friday, August 5, 2016
9:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

**THIS MEETING WILL BE TELECONFERNED WITH DIRECTOR KITE FROM THE EXTERIOR OF
35040 NEWARK BOULEVARD, NEWARK, CALIFORNIA.
THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Board meeting of August 8, 2016:
 - Award the Construction Contract for the Chemical Tanks and Piping Replacement Project to D.W. Nicholson Corporation

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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 "Public Comment" 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 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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
July 25, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Paul Eldredge, General Manager
Karen Murphy, District Counsel
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Sami Ghossain, Technical Services Manager
James Schofield, Collection Services Manager
Tim Grillo, Research and Support Team Coach
Maria Buckley, Principle Financial Analyst
Laurie Brenner, Operational Performance Program Manager
Regina McEvoy, Assistant to the General Manager/Board Secretary

APPROVAL OF THE MINUTES OF THE MEETING OF JULY 11, 2016

It was moved by Vice President Kite, seconded by Director Fernandez, to approve the Minutes of the Meeting of July 11, 2016. Motion carried unanimously.

APPROVAL OF THE MINUTES OF THE SPECIAL MEETING OF JULY 12, 2016

It was moved by Secretary Lathi, seconded by Vice President Kite, to approve the Minutes of the Special Meeting of July 12, 2016. Motion carried unanimously.

MONTHLY OPERATIONS REPORT FOR JUNE 2016

This item was reviewed by the Legal/Community Affairs and Budget & Finance Committees. General Manager Eldredge reported the following:

- Odor Complaints: The Legal/Community Affairs Committee asked if District staff visually confirmed the presence of a dead animal when responding to an odor

complaint in Newark. General Manager Eldredge stated staff identified the presence of a dead animal by smell alone.

Principle Financial Analyst Buckley reported the following:

- The District's auditors completed the interim audit, and the final audit is expected to be completed the last week of August.
- Revenues:
 - Capacity fees received during FY16 were over budget at 165%.
 - The District received \$482,000 in Capacity fees during the month of June 2016 which included fees from Rich Products and Western Digital.
- Expenses:
 - Expenses for FY16 are expected to be below budget.
- Investment report:
 - The average monthly yield for June was on par with the May rate.

General Manager Eldredge reported the following:

- The Technical Services group report included a chart which showed sewer permits issued with a column for new laterals. While there were 69 such permits issued in May, there were only three issued in June.

WRITTEN COMMUNICATIONS

Secretary Lathi stated she received a brochure for a seminar offered through the Legal and Professional Education Seminar Group to be held in Los Angeles, October 25 and 26, 2016, titled *California Water: Current Challenges and Future Solutions*. Secretary Lathi requested staff scan and email the brochure to the Board for consideration.

ORAL COMMUNICATIONS

There were no oral communications.

CONSIDER PROPOSED CHANGES TO THE DISTRICT MISSION STATEMENT

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated proposed edits to the District's mission statement were presented to the Board in September of 2015 when it was discovered staff should have reviewed the item prior to Board consideration. The proposed edits have since been sent to staff for review. General Manager Eldredge stated staff prepared a desk item presenting the mission statement approved in 2006, redline draft of currently proposed edits, and an alternate mission statement draft submitted by Vice President Kite following review at the Legal/Community Affairs Committee meeting.

Secretary Lathi suggested the item be sent back to the Legal/Community Affairs Committee for further review, to which Vice President Kite and Director Fernandez agreed.

General Manager Eldredge stated the item would be sent back to the Legal/Community Affairs Committee and would be reagendaized on a date uncertain for Board consideration.

CONSIDER A RESOLUTION TO ACCEPT THE ASSIGNMENT OF RIGHTS TO INSTALL SEWERS FOR TRACTS 8106 AND 8126 – MISSION CREEK, LOCATED ALONG SAN FRANCISCO PUBLIC UTILITIES COMMISSION (SFPUC) PROPERTY AT TANGELO COURT IN THE CITY OF FREMONT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated 42186 Palm Avenue Developers, LLC will construct residential units for Tracts 8106 and 8126 in the City of Fremont. The two tracts are separated by a strip of land owned by SFPUC, however, the parcels retain the right to install sewers across the property. On June 12, 2016, 42186 Palm Avenue Developers, LLC assigned Union Sanitary District the right to construct, maintain, use, repair, replace, and renew sewers. Staff requested the Board consider a resolution to accept the assignment of rights to install sewers for tracts 8106 and 8126 – Mission Creek, located along SFPUC property at Tangelo Court in the City of Fremont.

It was moved by Vice President Kite, seconded by Director Toy, to Adopt Resolution No. 2784 Accepting the Assignment of Rights to Install Sewers for Tracts 8106 and 8126 – Mission Creek Located Along San Francisco Public Utilities Commission (SFPUC) Property at Tangelo Court in the City of Fremont, California. Motion carried unanimously.

CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE AERATION BASINS 5-7 DIFFUSER MEMBRANES REPLACEMENT PROJECT FROM GSE CONSTRUCTION COMPANY, INC. AND AUTHORIZE RECORDATION OF A NOTICE OF COMPLETION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the District operates a fine bubble aeration system in Aeration Basins 5 through 7 which 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 membranes have an anticipated life of five to seven years, and the membranes in Aeration Basins 5 through 7 were installed in 2004 and 2005. On March 28, 2016, the Board awarded a construction contract to replace 6,981 diffuser membranes to GSE Construction Company, Inc. GSE substantially completed the project on July 11, 2016. Staff recommended the Board accept the construction of the Aeration Basins 5-7 Diffuser Membranes Replacement Project from GSE Construction Company, Inc. and authorize the recordation of a Notice of Completion.

It was moved by Secretary Lathi, seconded by Director Fernandez, to Adopt Resolution No. 2785 Accepting Construction of the Aeration Basins 5-7 Diffuser Membranes Replacement Project Located in the City of Union City, California from GSE Construction Company, Inc.

INFORMATION ITEMS:

Check Register

All questions were answered to the Board's satisfaction.

Cal-Card Quarterly Activity Report

Principle Financial Analyst Buckley stated there were 293 Cal-Card transactions totaling \$106,726.16 during the fourth quarter of FY 2016. The majority of expenses were for supplies, small equipment, training, and webinars. Per previous Board direction, vendor names were added to PayPal charges.

Solar and Cogeneration Facilities Operational Update

Technical Services Manager Ghossain stated the Alvarado Wastewater Treatment Plant Solar Carport, constructed in 2011, generated \$463,240 for a 52.3% simple payback to date. The Irvington Pump Station Solar Facility, constructed in 2012, generated \$1,792,668 for a 62.9% simple payback to date. The Cogeneration Facility, constructed in 2014, generated \$3,762,426 for a 31.4% simple payback to date. The table included in the Board meeting packet included maintenance costs and payback period to date, per previous Board direction.

Board of Directors Internal Committee Assignments for Fiscal Year 2017

President Handley noted the committee assignments for Fiscal Year 2017 and asked if there were any requests to trade Committee assignments. There were no requests from the Board.

COMMITTEE MEETING REPORTS:

The Engineering and Information Technology, Budget & Finance, and Legal/Community Affairs Committees met.

GENERAL MANAGER'S REPORT:

District Counsel Murphy stated she had received an inquiry from the Board requesting clarification regarding what would constitute a quorum for committee meetings. She stated both committee members would need to participate in order for a committee meeting to be held, as more than 50 percent is required to constitute a quorum. If for any reason only one Boardmember were available staff would be able to conduct a briefing, but it would not be an official committee meeting.

General Manager Eldredge reported the following:

- Environmental Compliance Outreach Representative Dattawalker will conduct a presentation at the Newark Rotary Club on Tuesday, July 26, 2016. General Manager Eldredge stated he would attend the presentation, and invited the Board to attend as well.
- The Oro Loma Levee tour will be held Friday, July 29, 2016, beginning at 10:00 a.m. at the Oro Loma Administrative Office.

- The California Association of Sanitation Agencies (CASA) Conference will be held in Monterey, August 10-12, 2016. The deadline to register for the conference is August 3, 2016.

OTHER BUSINESS:

Director Fernandez stated he was recently approached by the City Manager for the City of Union City who stated he was pleased with the District's work on Alvarado-Niles Road, complimented District staff, and stated the City had no complaints.

ADJOURNMENT:

The meeting was adjourned at 7:33 p.m. to the General Manager Evaluation Format Board Workshop to be held in the Alvarado Conference Room on Monday, August 1, 2016, at 6:30 p.m.

The Board will then adjourn to the next scheduled Regular Board Meeting to be held in the Boardroom on Monday, August 8, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD SECRETARY

ANJALI LATHI
SECRETARY

APPROVED:

TOM HANDLEY
PRESIDENT

Adopted this 8th day of August, 2016

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
August 1, 2016**

CALL TO ORDER

President Handley 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
Sheila Tolbert, Human Resources Manager

PUBLIC COMMENT

There was no public comment.

COMBINED BOARD WORKSHOP

Staff presented information related to the following topics to the Board, and responded to Board questions:

- Proposed Changes to General Manager Performance Evaluation
- Alternative Financing Proposal – Residential Development in Newark
- National Association of Clean Water Agencies (NACWA) Water and Wastewater Leadership Course

ADJOURNMENT:

The special meeting was adjourned at approximately 7:52 p.m. to the next Regular Board Meeting in the Boardroom on Monday, August 8, 2016, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
SECRETARY TO THE BOARD

ANJALI LATHI
SECRETARY

APPROVED:

TOM HANDLEY
PRESIDENT

Adopted this 8th day of August, 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: August 1, 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
Thomas Lam, Associate Engineer

SUBJECT: Agenda Item No. 8 - Meeting of August 8, 2016
Award the Construction Contract for the Chemical Tanks and Piping Replacement Project to D. W. Nicholson Corporation

Recommendation

Staff recommends the Board award the construction contract for the Chemical Tanks and Piping Replacement Project (Project) to D. W. Nicholson Corporation (DWN) in the amount of \$2,101,633.

Funds for the Project have been budgeted in the Renewal and Replacement Fund as Project No. 800-463.

Background

Chemical Tanks

The sodium hypochlorite tanks at the Odor Control Building (OCB) and Maintenance Shop Building (MSB), along with their associated piping and chemical metering pumps, are used as part of the final effluent disinfection process at the Alvarado Wastewater Treatment Plant (Plant). The final effluent is disinfected using sodium hypochlorite delivered from the MSB tanks to the Chlorine Contact Mixing Chamber prior to being discharged into the EBDA force main. The OCB tanks serve as a backup to the MSB tanks for final effluent disinfection in addition to providing sodium hypochlorite to the odor control system and other processes throughout the Plant.

The four existing tanks at the OCB were installed in 2000. The tanks, manufactured of high density polyethylene (HDPE), have surpassed their expected useful life of between eight and ten years. In 2013, staff discovered a pinhole leak above the outlet nozzle of one of the two tanks at the MSB. Both of the tanks at the MSB were manufactured of HDPE and also installed in 2000. Due to the critical nature of the final effluent disinfection process, staff made an immediate patch repair and proceeded with the replacement of the two tanks under the Sodium Hypochlorite Tank A and B Replacement Project that was completed in 2014. The Chemical Tanks and Piping Replacement Project will replace the four existing HDPE tanks located at the OCB.

Chemical Metering Pumps

The final effluent disinfection process utilizes the chemical tanks and metering pumps located at the MSB as the primary system to deliver sodium hypochlorite to the Chlorine Contact Mixing Chamber. The chemical tanks and metering pumps located at the OCB serve as the secondary system for final effluent disinfection, should the primary system become unavailable due to maintenance or failure with the equipment, controls, or piping. However, staff needs to manually switch the chemical piping, pumps and controls to the secondary system which could take up to 15 to 20 minutes to complete. The switch between the primary and secondary systems is time consuming and puts the plant at risk of a discharge violation.

Staff plans to revise the effluent dosing method and will utilize both the MSB and OCB systems simultaneously to supply sodium hypochlorite for disinfection. In the event one source is not available for effluent dosing, the other source can continue the process without any disruption. In order to accomplish this, the new metering pumps will come with variable frequency drives that will allow the pumps to be controlled automatically. This will also allow the metering pumps to operate at a reduced speed and dosage rate during low Plant flows in order to use only the amount of sodium hypochlorite that is necessary. The existing pumps are not all operated automatically and do not have the capability to operate at the reduced speed. Additionally, the existing pumps have been operational for seven years and have deteriorated and required more frequent repairs due to the corrosive characteristic of sodium hypochlorite. New metering pumps are necessary to meet the requirements of the change in the final effluent dosing strategy and to maintain the pumping reliability of the systems.

The Remote Base Controller (RBC) that controls the MSB chemical metering pumps is of the older Siemens controller technology and is not able to communicate effectively with the other newer Allen Bradley programmable logic controllers (PLCs) in the Plant. In order to carry out the new effluent dosing controls and maintain reliable final effluent dosing operation, the existing RBC will be replaced with a new Allen Bradley PLC to improve the communication between the OCB and MSB chemical metering pump controllers.

Chemical Piping

Polyvinyl chloride (PVC) pipe is used for the piping system inside the OCB and within the tank enclosures located at the OCB and MSB. Maintenance staff has to frequently replace sections of

the PVC piping due to leaks. This is caused by PVC glue failure at the joints due to exposure to sodium hypochlorite. The PVC piping at both OCB and MSB will be replaced with an advanced HDPE piping system which has proven to better withstand the corrosivity of the chemical and will result in a much longer service life than PVC. The primary advantage of the HDPE pipe system is that there are no glue-on joints as all of the pipes and fittings are heat-fused together.

Scope of Work

West Yost Associates completed the design in June 2016. The Project will include the following improvements:

1. Replacement of four sodium hypochlorite tanks, and PVC piping at the OCB tank enclosure.
2. Replacement of four chemical metering pumps, and PVC piping in the OCB.
3. Replacement of two chemical metering pumps and PVC piping, electrical conduits and installation of a PLC at the MSB.
4. Installation of precast concrete trench from the MSB to Water Champ chemical mixer area and a new chemical pipe that will transport sodium hypochlorite for final effluent disinfection.

The attached Figure 1 shows the locations of these improvements in the Plant and Figures 2 through 4 include photos of the existing equipment to be replaced during the Project.

Bid Results

The Project was advertised for bids on June 28, 2016. Six bids were received and opened on July 26, 2016 with the results shown as follows:

Contractor	Total Contract Price
D.W. Nicholson Corporation (Hayward, CA)	\$2,101,633
C. Overaa & Company (Richmond, CA)	\$2,122,519
TNT Industrial Contractors, Inc. (Sacramento, CA)	\$2,350,200
Western Water Constructors, Inc. (Santa Rosa, CA)	\$2,399,000
Kiewit Infrastructure West Company (Fairfield, CA)	\$2,436,300
GSE Construction Company, Inc. (Livermore, CA)	\$2,581,000

The Engineer's Estimate for the Project is \$2,200,000. The award of the Project is based on the Total Contract Price, which includes the total base bid plus Bid Alternates A and B. DWN's apparent low bid is 4 % lower than the Engineer's Estimate. Table 1 includes the bid tabulation sheet and shows detailed results for the six bidders.

Bid Alternate A is for providing Builder's Risk insurance coverage. Builder's risk insurance is a special type of property insurance that indemnifies against the loss of or damage to a building and equipment under construction. DWN submitted a bid amount of \$ 1,200 for this coverage. Staff recommends including this bid alternate in the construction contract.

Bid Alternate B is for the additional cost to construct the four fiberglass reinforced plastic tanks using the hand lay-up method instead of filament wound method. The hand lay-up method involves applying each resin laminate layer manually into an open mold during construction of the tanks until the desired thickness is achieved as opposed to the filament wound method that utilizes a machine to install the laminate layers. The hand lay-up method ensures better quality control during manufacturing and should result in a better overall product and longer service life of the tank. However, the cost of the hand layup method is higher than the filament wound method. The value of the four tanks constructed by the filament wound method is approximately \$400,000. DWN submitted an amount of \$20,600 for this bid alternate, or approximately 5% more. Staff believes the benefit of having longer service life tanks justifies the additional hand layup method cost and recommends including this bid alternate in the construction contract.

Staff reviewed the bid documents submitted by DWN and found them to be in order. No bid protests were received by the District. DWN has confirmed that they will construct the project as bid. DWN has completed multiple projects for the District over the past several years, most notably the Cogeneration Project, Substation No. 1 Replacement Project, and Lift Station No. 1 Improvements Project. DWN is currently constructing the Plant Facilities Improvements Project, MCC and PLC Replacement Project – Phase 3, and High Speed Aeration Blower Project. Staff has been satisfied with DWN's work performance.

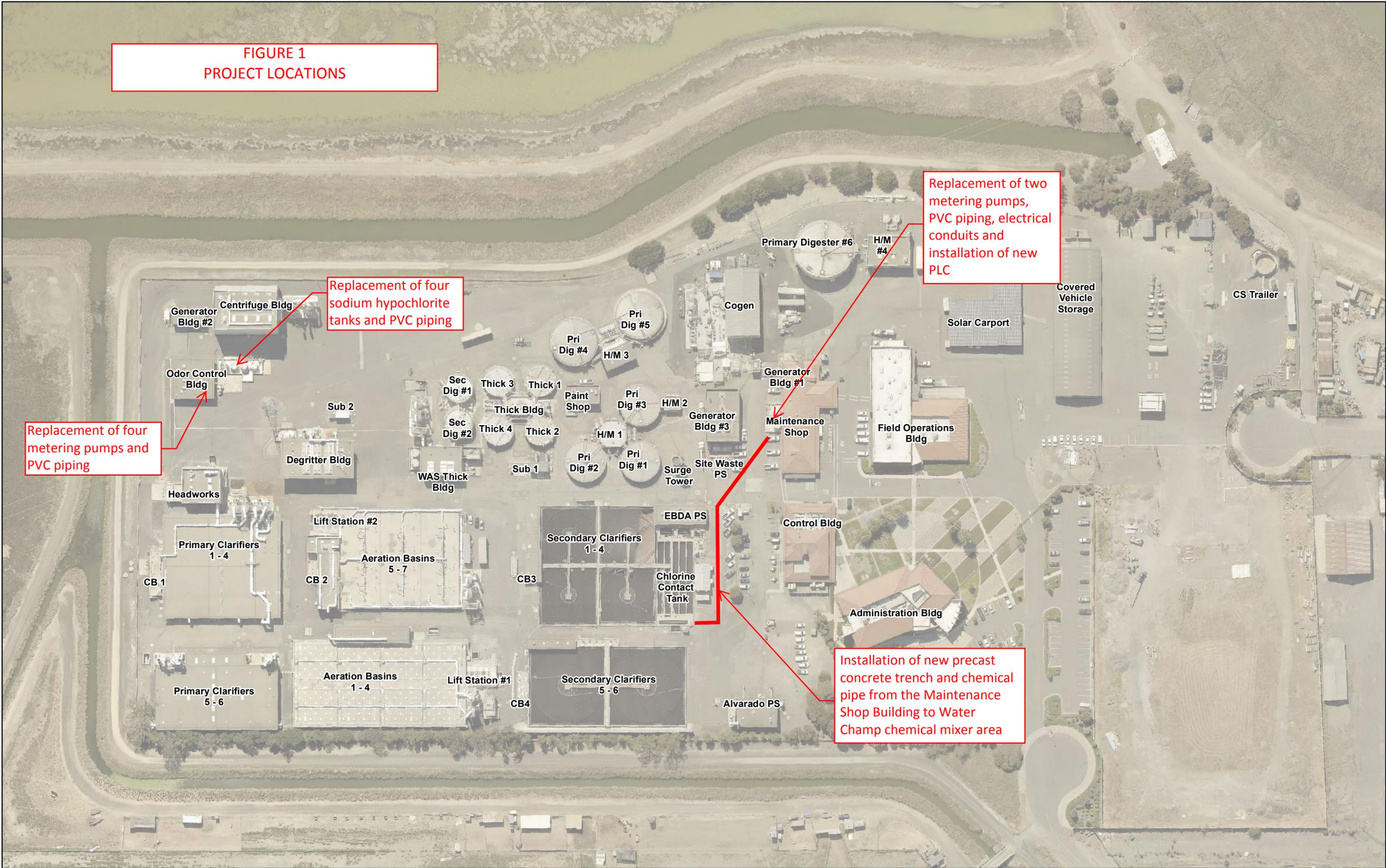
The contractor has 426 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in November 2017. Staff will provide construction management and inspection services.

Staff recommends the Board award the construction contract for the Chemical Tanks and Piping Replacement Project to D. W. Nicholson Corporation in the amount of \$2,101,633.

PRE/SEG/RC/TL:av

Attachments: Figure 1 – Project Locations
Figures 2 through 4 – Photos
Table 1 – Bid Tabulation Sheet
Contractor's Agreement

**FIGURE 1
PROJECT LOCATIONS**



Replacement of four metering pumps and PVC piping

Replacement of four sodium hypochlorite tanks and PVC piping

Replacement of two metering pumps, PVC piping, electrical conduits and installation of new PLC

Installation of new precast concrete trench and chemical pipe from the Maintenance Shop Building to Water Champ chemical mixer area



Figure 2 – Sodium Hypochlorite Tanks at the Odor Control Building



Figure 3 – Chemical Metering Pumps in the Odor Control Building



Figure 4 – Chemical Metering Pumps at the Maintenance Shop Building

Table 1 - Bid Tabulation Sheet
Chemical Tanks and Piping Replacement Project No. 800-463

Bid Item No.	Bid Item	Unit	Estimated Quantity	D. W. Nicholson Corporation (Hayward, CA)	C. Overaa & Company (Richmond, CA)	TNT Industrial Contractors, Inc. (Sacramento, CA)	Western Water Constructors, Inc. (Santa Rosa, CA)	Kiewit Infrastructure West Company (Fairfield, CA)	GSE Construction Company, Inc. (Livermore, CA)
				Total Bid Price					
1	Odor Control Building Tanks and Piping Replacement	LS	1	\$811,000	\$1,136,950	\$887,570	\$777,460	\$892,000	\$939,100
2	Odor Control Building Chemical Pumps and Piping Replacement.	LS	1	\$692,000	\$560,000	\$754,346	\$762,000	\$790,000	\$954,000
3	Maintenance Shop Building Chemical Pumps and Piping Replacement	LS	1	\$336,000	\$160,000	\$428,270	\$448,000	\$410,000	\$446,000
4	Hand Excavation	FT	350	\$46,900	\$71,750	\$82,950	\$166,000	\$59,500	\$12,600
5	Installation of Precast Concrete Trench and Piping	FT	350	\$144,900	\$120,400	\$122,500	\$165,200	\$223,300	\$157,500
6	Installation Of Direct Buried PVC Pipe	FT	120	\$35,280	\$10,200	\$16,680	\$27,840	\$18,600	\$16,800
7	Construct New Drain Pipe	LS	1	\$10,100	\$6,700	\$7,107	\$30,000	\$10,700	\$14,000
8	Modification of the Piping at Water Champ Chemical Mixer Area	LS	1	\$3,653	\$27,000	\$11,796	\$3,000	\$3,300	\$7,000
9	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	\$1,000	\$656	\$1,500	\$1,000	\$1,500
Total Base Bid				\$2,079,833	\$2,094,000	\$2,311,875	\$2,381,000	\$2,408,400	\$2,548,500
Bid Alternate A	Builder's Risk Insurance	LS	1	\$1,200	\$10,754	\$20,475	\$1,000	\$9,200	\$15,500
Bid Alternate B	Hand Layup Method	LS	1	\$20,600	\$17,765	\$17,850	\$17,000	\$18,700	\$17,000
Contract Price (Total Base Bid + Bid Alternates A and B) - This is the basis of award				\$2,101,633	\$2,122,519	\$2,350,200	\$2,399,000	\$2,436,300	\$2,581,000

Engineer's Estimate is \$2,200,000.

**AGREEMENT FOR THE CONSTRUCTION OF
Chemical Tanks and Piping Replacement Project
Project No. 800-463**

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of August, 2016, between the UNION SANITARY DISTRICT ("District"), Union City, California, and D. W. NICHOLSON CORPORATION ("Contractor"), License No. 68847.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Chemical Tanks and Piping Replacement Project (800-463)** 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 one thousand six hundred and thirty three dollars (\$2,101,633) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated July 26, 2016, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternates A and B. 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.

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 August, 2016.

D. W. NICHOLSON CORPORATION

By: _____

Thomas S. Reed
President

Address: 24747 Clawiter Road, Hayward, California 94545

UNION SANITARY DISTRICT

By: _____

Anjali Lathi
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy
Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: August 1, 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
Rod Schurman, Associate Engineer

SUBJECT: Agenda Item No. 9 - Meeting of August 8, 2016
Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8165 – Birch Street Equinox, Located along Birch Street between Jacaranda Drive and Pepper Tree Court in the City of Newark

Recommendation

Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8165 – Birch Street Equinox, Located along Birch Street between Jacaranda Drive and Pepper Tree Court in the city of Newark.

Background

Continental Residential, Inc. is constructing fifteen single family residential units for Tract 8165 at Allium Place, along Birch Street between Jacaranda Drive and Pepper Tree Court, in the city of Newark. A vicinity map is attached. Sanitary sewer service to the residential development will be provided by a new 8-inch main in Allium Place connected to an existing 8-inch main in Birch Street. Allium Place does not meet the City of Newark street dimensions and structure setback requirements and was, therefore, designated as a private street. Continental Residential, Inc. has constructed the new 8-inch sewer main and has granted the District a sanitary sewer easement that provides for access, maintenance and service of the new sewer main in Allium Place.

District staff has reviewed the legal description and plat map of the easement, and recommends approval.

Agenda Item No. 9
Meeting of August 8, 2016
Page 2

PRE/SEG/RA/RS:av

Attachments: Vicinity Map
Resolution
Grant of Easement

GRANT OF EASEMENT

Vicinity Map, Tract 8165 - Birch Street Equinox



Site

Legend

Streets

Curbs

Parcels

2014 Aerial Photo

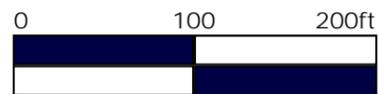
**SANITARY SEWER
EASEMENT**

**New 8" Sanitary
Sewer Main**

ALLIUM PLACE

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.*



RESOLUTION NO. _____

**ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8165 – BIRCH
STREET EQUINOX
LOCATED ALONG BIRCH STREET BETWEEN JACARANDA DRIVE AND
PEPPER TREE COURT
IN THE CITY OF NEWARK, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from Continental Residential, Inc. executed on August 21, 2015, as described in the Grant of Easement for Sanitary Sewer Purposes and by attached Exhibit A and Exhibit B. Legal Counsel for the District is hereby authorized to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on August 8, 2016:

AYES:

NOES:

ABSENT:

ABSTAIN:

TOM HANDLEY
President, Board of Directors
Union Sanitary District

Attest:

ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

GRANT OF EASEMENT

FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 21st day of August 2015, by and between Continental Residential, Inc., the Party/Parties of the First Part, and Union Sanitary District, the Party/Parties of the Second Part,

WITNESSETH:

That said Party/Parties of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the use and purposes herein stated, the rights of way and easements hereinafter described, located in the City of Newark, County of Alameda, State of California:

See Exhibit "A" and Exhibit "B"

together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining at any time, a sanitary sewer and appurtenances along, upon, over, in, through and across the above described property; together with free ingress and egress to and for the said Party of the Second Part, its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools, along, upon, over, in, through and across said right of way; together with the right of access by its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools to said right of way from the nearest public street, over and across the adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage and inconvenience to the Party of the First Part, for constructing, cleaning, repairing and maintaining said sanitary sewer and appurtenances; together with free ingress and egress over the land immediately adjoining for maintenance, repair and replacement as well as the initial construction of said sewer.

IN WITNESS WHEREOF the said Party/Parties of the First Part have executed this indenture the day and year first above written.



Signature

By: JED BENNETT - ASST. VICE PRESIDENT

(Print or type name and title of signatory)
Party/Parties of the First Part

(Notarize)

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

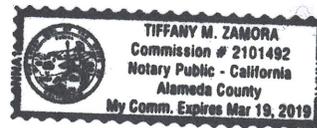
State of CA

County of Alameda

On 8/21/15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **JED BENNETT** _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Tiffany M. Zamora* _____

(seal)

**EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT
TRACT 8165
NEWARK, CALIFORNIA**

ALL THAT REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A, LABELED AS SSE - SANITARY SEWER EASEMENT, OF TRACT 8165 FILED IN BOOK 333 OF MAPS AT PAGES 80-82, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT.

CONTAINING 19,082 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



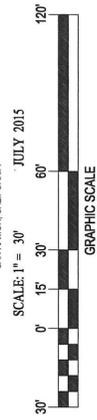
MARK H. WEHBER, P.L.S.
L.S. NO. 7960



EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF BIRCH STREET SHOWN HEREON, THE BEARING BEING N57°00'00"W PER TRACT NO. 4615 (136 MAPS 53).

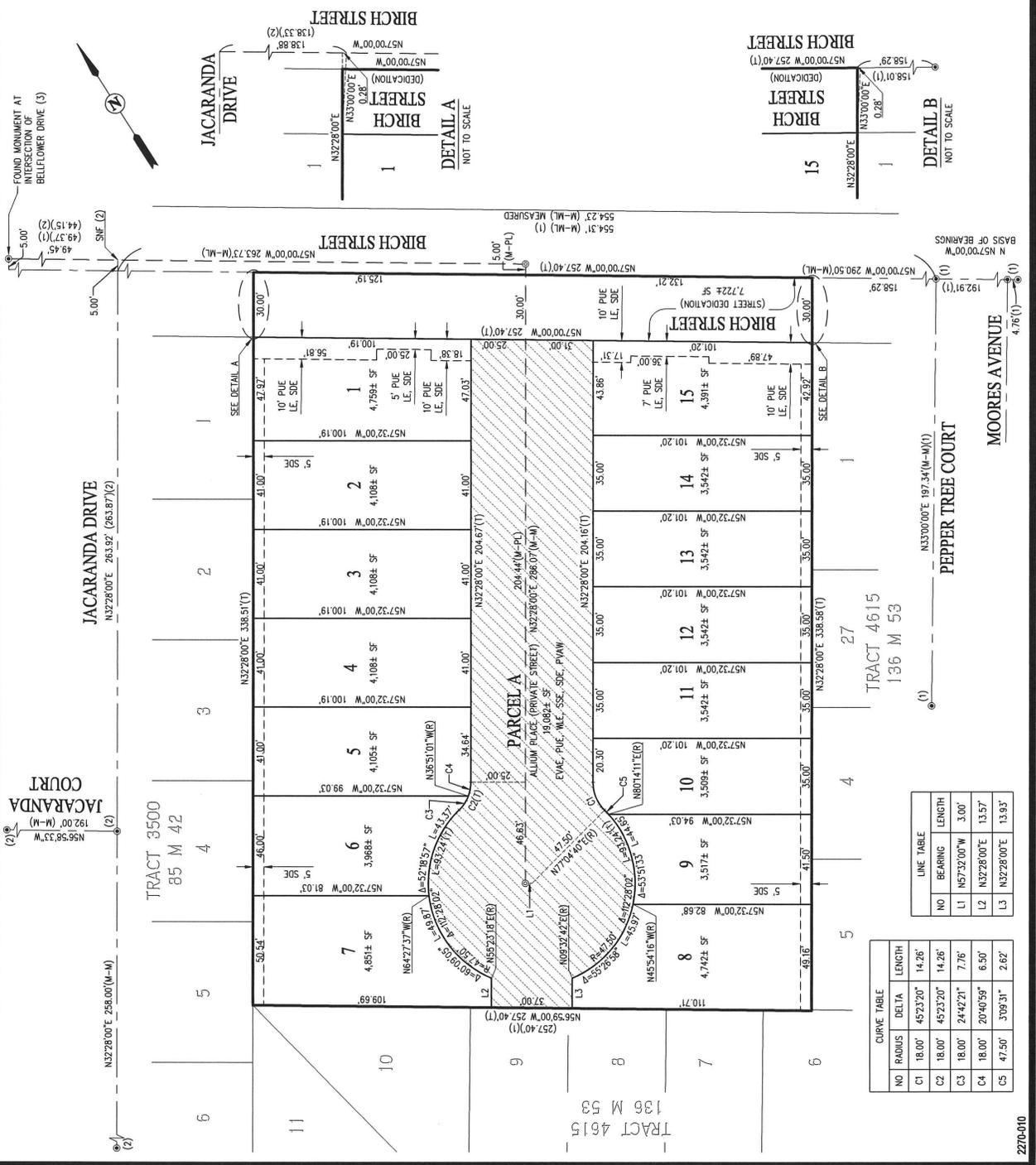
LEGEND

- (1) SUBDIVISION BOUNDARY LINE
- (2) RIGHT OF WAY LINE
- (3) LOT LINE
- (4) EASEMENT LINE
- (5) CENTERLINE
- (6) MONUMENT LINE
- (7) TIE LINE
- (8) TOTAL
- (9) RADIAL
- (10) MONUMENT TO MONUMENT
- (11) MONUMENT TO MONUMENT LINE
- (12) MONUMENT TO PROPERTY LINE
- (13) FOUND STANDARD STREET MONUMENT, AS NOTED
- (14) SET STANDARD STREET MONUMENT, STAMPED LS 7960
- (15) EMERGENCY VEHICLE ACCESS EASEMENT
- (16) LANDSCAPE EASEMENT
- (17) STORM DRAIN EASEMENT
- (18) PUBLIC UTILITY EASEMENT
- (19) PRIVATE VEHICLE ACCESS WAY
- (20) SEARCHED FOR NOT FOUND
- (21) SANITARY SEWER EASEMENT
- (22) WATER LINE EASEMENT
- (23) SANITARY SEWER EASEMENT AREA

REFERENCES:

- (1) INDICATES REFERENCE NUMBER TO TRACT 4615 (136 M 53)
- (2) TRACT 3500 (85 M 42)
- (3) TRACT 2512 (48 M 76)

TRACT 8165



FOUND MONUMENT AT INTERSECTION OF BELLEFLOWER DRIVE (3)



JACARANDA DRIVE

BIRCH STREET

DETAIL A
NOT TO SCALE

BIRCH STREET

DETAIL B
NOT TO SCALE

MOORES AVENUE

PEPPERS TREE COURT

JACARANDA COURT

JACARANDA DRIVE

TRACT 3500
85 M 42

TRACT 4615
136 M 53

TRACT 4615
136 M 53

NO	RADIUS	DELTA	LENGTH
C1	18.00'	4523'20"	14.26'
C2	18.00'	4523'20"	14.26'
C3	18.00'	2442'21"	7.76'
C4	18.00'	2040'59"	6.50'
C5	47.50'	3709'31"	2.62'

NO	BEARING	LENGTH
L1	N57°32'00"W	3.00'
L2	N32°28'00"E	13.57'
L3	N32°28'00"E	113.93'

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161803	7/28/2016	15532	SAK CONSTRUCTION LLC	ALVARADO-NILES ROAD SS REHABILITATION	\$710,057.24	\$710,057.24
161762	7/28/2016	2997	EAST BAY DISCHARGERS AUTHORITY	O&M ASSESSMENT, JUL-SEP 2016	\$311,095.50	\$424,945.50
	7/28/2016	3003		RNWL & REPL FUND ASSES FY17	\$113,850.00	
161718	7/21/2016	20160519	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065222110 - BOYCE LIFT	\$411,063.52	\$411,063.52
161746	7/28/2016	5942	CAL SAN RISK MNGT AUTH	7/1/16-17 WC PROGRAM	\$176,033.00	\$255,815.93
	7/28/2016	5996		07/16 - 06/17 PROPERTY INSURANCE RENEWAL	\$79,782.93	
161814	7/28/2016	2029967	WEST YOST ASSOCIATES	CS PREVENTATIVE MAINTENANCE PROGRAM EVALUATION	\$6,234.00	\$181,207.50
	7/28/2016	2030154		ALVARADO-NILES ROAD SS REHABILITATION	\$7,745.00	
	7/28/2016	2030155		PINE STREET EASEMENT	\$1,791.00	
	7/28/2016	2029966		STANDARD SPECIFICATIONS & INFO BULLETIN UPDATE	\$4,242.00	
	7/28/2016	2029969		SLUDGE DEGRITTER SYSTEM	\$27,886.00	
	7/28/2016	2030159		PLANT FACILITIES IMPROVEMENTS	\$17,148.00	
	7/28/2016	2030157		STANDARD SPECIFICATIONS & INFO BULLETIN	\$12,086.50	
	7/28/2016	2029968		PLANT FACILITIES IMPROVEMENTS	\$79,504.50	
	7/28/2016	2029965		NEWARK BACKYARD SS RELOCATION - PHASE 3	\$7,701.50	
	7/28/2016	2030111		ALVARADO-NILES ROAD SS REHABILITATION	\$4,177.50	
	7/28/2016	2030156		NEWARK BACKYARD SS RELOCATION - PHASE 3	\$7,435.00	
	7/28/2016	2029970		PLANT FACILITIES IMPROVEMENTS	\$1,027.00	

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161814	7/28/2016	2029964	WEST YOST ASSOCIATES	PINE STREET EASEMENT	\$2,308.40	\$181,207.50
	7/28/2016	2030160		SLUDGE DEGRITTER SYSTEM	\$485.60	
	7/28/2016	2030161		PLANT FACILITIES IMPROVEMENTS	\$1,435.50	
161703	7/21/2016	800466.02	GSE CONSTRUCTION CO INC	DIFFUSER REPLACEMENT AERATION BASIN TANK #5	\$159,118.35	\$159,118.35
161773	7/28/2016	800394.23	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II	\$142,518.05	\$142,518.05
161675	7/21/2016	11270431	BROWN & CALDWELL CONSULTANTS	ALVARADO-NILES ROAD SS REHABILITATION	\$60,151.45	\$92,265.89
	7/21/2016	11269905		ALVARADO-NILES ROAD SS REHABILITATION	\$32,114.44	
161710	7/21/2016	170120160708	PACIFIC GAS AND ELECTRIC	SERV TO 06/20/16 PLANT	\$84,622.31	\$86,989.53
	7/21/2016	013720160706		SERV TO 07/05/16 BOYCE RD PS	\$2,339.76	
	7/21/2016	140120160706		SERV TO 07/04/16 IRVINGTON PS	\$27.46	
161756	7/28/2016	201300834	COVELLO GROUP INC	COGENERATION PROJECT	\$1,180.80	\$68,032.04
	7/28/2016	201303526		THICKENER CONROL BUILDING IMPROVEMENTS PHASE II	\$42,876.24	
	7/28/2016	20150234		FREMONT & PASEO PADRE LS IMPROVEMENTS	\$23,975.00	
161761	7/28/2016	6058	DW NICHOLSON CORP	COGENERATION PROJECT	\$59,000.00	\$59,000.00
161694	7/21/2016	902678040	EVOQUA WATER TECHNOLOGIES	38,710 LBS HYDROGEN PEROXIDE	\$18,054.34	\$38,855.78
	7/21/2016	902682971		44,600 LBS HYDROGEN PEROXIDE	\$20,801.44	

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161665	7/21/2016	11962	ALAMEDA COUNTY WATER DISTRICT	COST SHARE CII HET/HEU REBATE PROGRAM FY15/16	\$150.00	\$29,709.90
	7/21/2016	11963		COST SHARE CII HEW REBATE PROGRAM FY15/16	\$150.00	
	7/21/2016	11960		COST SHARE HEW REBATE PROGRAM FY15/16	\$16,362.50	
	7/21/2016	11961		COST SHARE RESIDENTIAL HET REBATE PROGRAM FY15/16	\$12,993.75	
	7/21/2016	11964		COST SHARE CII HET/HEU REBATE PROGRAM FY15/16	\$53.65	
161678	7/21/2016	29325	CALIFORNIA WATER TECHNOLOGIES	42,240 LBS FERROUS CHLORIDE	\$4,732.12	
	7/21/2016	29254		44,200 LBS FERROUS CHLORIDE	\$4,811.11	
	7/21/2016	29245		44,080 LBS FERROUS CHLORIDE	\$4,795.07	
	7/21/2016	29274		42,240 LBS FERROUS CHLORIDE	\$4,739.27	
	7/21/2016	29301		42,560 LBS FERROUS CHLORIDE	\$4,644.12	
161765	7/28/2016	902691302	EVOQUA WATER TECHNOLOGIES	45,490 LBS HYDROGEN PEROXIDE	\$21,216.54	\$21,216.54
161763	7/28/2016	44639286	EATON CORP	POWER METER - 12 KV MAIN BREAKER	\$17,769.60	\$17,769.60
161676	7/21/2016	202144	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - MAY 2016	\$7,063.20	\$15,385.80
	7/21/2016	202145		GENERAL LEGAL/CIP - MAY 2016	\$8,322.60	
161741	7/28/2016	1228	AUTOMATED NETWORK CONTROLS	MAIN BREAKER POWER METER INSTALLATION	\$2,892.16	\$11,030.40
	7/28/2016	1227		HIGH SPEED AERATION BLOWER	\$8,138.24	
161664	7/21/2016	20160526	ALAMEDA COUNTY TREASURER	FYE 17 BUDGET SHARE PMT	\$10,796.00	\$10,796.00
161811	7/28/2016	126823	VAVRINEK, TRINE, DAY & CO LLP	AUDITING SERVICES JUNE 2016	\$10,000.00	\$10,000.00
161670	7/21/2016	2586	BAILEY FENCE CO INC	FENCE REPAIRS	\$9,374.00	\$9,374.00

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161807	7/28/2016	756511	UNIVAR USA INC	4,928 GALS SODIUM HYPOCHLORITE	\$2,176.44	\$8,700.50
	7/28/2016	756827		4,964 GALS SODIUM HYPOCHLORITE	\$2,192.36	
	7/28/2016	756976		5,008 GALS SODIUM HYPOCHLORITE	\$2,211.78	
	7/28/2016	756821		4,800 GALS SODIUM HYPOCHLORITE	\$2,119.92	
161744	7/28/2016	13789	BICKMORE	BIENNIAL OPEB VALUATION 07/01/15	\$8,525.00	\$8,525.00
161774	7/28/2016	800394.23E	GSE CONSTRUCTION CO INC	THICKENER CONTROL BLDG IMPROV PHASE II - ESCROW PYMT	\$7,500.95	\$7,500.95
161747	7/28/2016	29378	CALIFORNIA WATER TECHNOLOGIES	42,520 LBS FERROUS CHLORIDE	\$3,685.39	\$7,353.83
	7/28/2016	29361		42,440 LBS FERROUS CHLORIDE	\$3,668.44	
161801	7/28/2016	31716C	R & S ERECTION OF S ALAMEDA	ROLL UP DOOR CENTRIFUGE NORTH	\$7,259.00	\$7,259.00
161724	7/21/2016	753959	UNIVAR USA INC	5,008 GALS SODIUM HYPOCHLORITE	\$2,264.66	\$6,699.47
	7/21/2016	755326		5,008 GALS SODIUM HYPOCHLORITE	\$2,264.66	
	7/21/2016	754710		4,799 GALS SODIUM HYPOCHLORITE	\$2,170.15	
161810	7/28/2016	7620	VANCE BROWN BUILDERS	REFUND # 19107	\$6,550.00	\$6,550.00
161779	7/28/2016	21230	IEDA INC	LABOR RELATIONS CONSULTING 7/01/16 - 9/30/16	\$5,850.00	\$5,850.00
161698	7/21/2016	230309	CITY OF FREMONT	ALVARADO-NILES ROAD SS REHABILITATION	\$399.40	\$4,948.29
	7/21/2016	230125		SACGISA	\$4,548.89	
161666	7/21/2016	4017420220160707	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 07/05/16 - FREMONT BLVD	\$52.93	\$4,441.81
	7/21/2016	4017274120160707		SERV TO: 07/05/16 - FREMONT BLVD	\$4,388.88	
161712	7/21/2016	1057442	POLYDYNE INC	42,460 LBS CLARIFLOC WE-539	\$4,203.54	\$4,203.54

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161717	7/21/2016	20160630	STATE BOARD OF EQUALIZATION	SALES & USE TAX 4/16-6/16	\$4,119.00	\$4,119.00
161725	7/21/2016	34554	VALLEY OIL COMPANY	1 DRUM DEF FLUID	\$214.78	\$4,036.24
	7/21/2016	839032		845 GALS DYED DIESEL	\$2,059.39	
	7/21/2016	839034		498 GALS DYED DIESEL	\$1,213.70	
	7/21/2016	839033		225 GALS DYED DIESEL	\$548.37	
161674	7/21/2016	637571	BRENNTAG PACIFIC, INC.	5128 LBS SODIUM HYDROXIDE	\$2,665.07	\$3,997.61
	7/21/2016	637570		2564 LBS SODIUM HYDROXIDE	\$1,332.54	
161721	7/21/2016	130874	TOTAL WASTE SYSTEMS INC	JUNE 2016 GRIT DISPOSAL	\$3,855.42	\$3,855.42
161798	7/28/2016	103430	PIIAN SYSTEMS LLC	6 ODOR NEUTRALIZER - INDUSTRIAL CONCENTRATE (5 GALLON P	\$3,646.26	\$3,646.26
161713	7/21/2016	160629	PROSAFE	32 HRS INSPECTIONS & 4 HRS SPCC	\$3,600.00	\$3,600.00
161788	7/28/2016	70981125	MCMASTER SUPPLY INC	6 LG-LIFE RECHARGE NO MAINT LARGE-CELL BATTERIES	\$299.06	\$3,464.76
	7/28/2016	70792236		2 PACKS STAINLESS STEEL WASHERS	\$22.22	
	7/28/2016	71025244		ASTD PARTS & MATERIALS	\$482.41	
	7/28/2016	70981701		ASTD PARTS & MATERIALS	\$183.61	
	7/28/2016	70821078		ASTD PARTS & MATERIALS	\$680.76	
	7/28/2016	70861727		ASTD PARTS & MATERIALS	\$505.88	
	7/28/2016	71743751		5	\$1,290.82	
161660	7/21/2016	7832	41100 BOYCE ROAD LLC	REFUND # 19091	\$3,425.00	\$3,425.00
161685	7/21/2016	13892	CRANE WORKS INC	COGEN CRANE ATTACHMENTS	\$3,328.99	\$3,328.99

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161719	7/21/2016	8101	SYSCO FOOD SERVICES	REFUND # 19087	\$3,300.00	\$3,300.00
161697	7/21/2016	235765	FRANK A OLSEN COMPANY	RAS SPLITTER GATE 4 ROTORK UPGRADE PARTS	\$3,103.17	\$3,103.17
161729	7/21/2016	12848	WESTERN MACHINE & FAB INC	4 HALFDOME GUARDS PER SAMPLE	\$2,884.20	\$2,884.20
161792	7/28/2016	61600134	NBS	SEWER SERVICE CHARGE DATA SERV JUL - SEPT 2016	\$2,862.68	\$2,862.68
161695	7/21/2016	52108	EXPRESS SEWER & DRAIN, INC.	LATERAL RE-INSTATMENT	\$2,800.00	\$2,800.00
161702	7/21/2016	9135305069	GRAINGER INC	2 HOOKUP WIRES	\$130.73	\$2,681.85
	7/21/2016	9135486448		1 PORTABLE LABEL PRINTER	\$673.65	
	7/21/2016	9135486455		1 INSULATION TESTER	\$853.88	
	7/21/2016	9138580627		1 DC POWER SUPPLY	\$169.71	
	7/21/2016	9135486463		1 INSULATION TESTER	\$853.88	
161755	7/28/2016	94406005	CONSOLIDATED PRINTERS INC	ELECTION COSTS	\$1,860.94	\$2,622.47
	7/28/2016	94406105		ELECTION COSTS	\$761.53	
161686	7/21/2016	7619	CROSSROADS CHURCH OF FREMONT	REFUND # 19096	\$2,500.00	\$2,500.00
161692	7/21/2016	8422	ELEVEN WESTERN BUILDERS	REFUND # 19102	\$2,500.00	\$2,500.00
161797	7/28/2016	8186	PACIFIC PLUMBING & SEWER SERV	REFUND # 19108	\$2,500.00	\$2,500.00
161770	7/28/2016	81213	GORILLA METALS	EFFLUENT SCREEN BASE PLATES	\$2,408.43	\$2,408.43
161683	7/21/2016	55870	COKER PUMP AND EQUIPMENT	ASTD PARTS & MATERIALS	\$2,400.52	\$2,400.52
161778	7/28/2016	20160725	ALEXANDRO HERNANDEZ	EXP REIMB: FILAMENT ID WORKSHOP REGIS FEE & AIRFARE	\$2,292.96	\$2,292.96

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161796	7/28/2016	XCTZO1E	PACHECO BROTHERS GARDENING INC	LANDSCAPE MAINTENANCE SERVICES JULY 2016	\$1,365.00	\$2,280.00
	7/28/2016	XCTZO1F		WEED ABATEMENT WORK JULY 2016	\$915.00	
161709	7/21/2016	24865980	MOTION INDUSTRIES INC	1 ELECTRIC MOTOR	\$2,614.55	\$2,256.55
	7/21/2016	24866220		2 EA HI-POWER V BELT	\$24.75	
	7/21/2016	24866058		CREDIT FOR CHARGING ASSEMBLY, INV 24864699	\$-390.18	
	7/21/2016	24866149		1 EA HI-POWER V BELT	\$7.43	
161682	7/21/2016	22724	CLI-METRICS SERVICE COMPANY	HVAC MAINTENANCE FOR FEBUARY - JULY 2015	\$1,919.27	\$2,225.91
	7/21/2016	18218		JUN MONTHLY MAINTENANCE	\$306.64	
161777	7/28/2016	286161550-002	HERC RENTALS INC	MIX TANK RENTAL 5/30/16 - 6/15/16	\$2,222.00	\$2,222.00
161715	7/21/2016	20160721	RICHARD SCOBEE	EXP REIMB: LODGING/MEAL/AIRFARE/TAXI ESRI USER CONF SAN	\$2,017.39	\$2,017.39
161690	7/21/2016	20160625.25	DALE HARDWARE INC	06/16 - ASTD PARTS & MATERIALS	\$1,985.58	\$1,985.58
161687	7/21/2016	266553	CURTIS & TOMPKINS LTD	9 LAB SAMPLE ANALYSIS	\$660.00	\$1,975.00
	7/21/2016	266441		4 LAB SAMPLE ANALYSIS	\$140.00	
	7/21/2016	266552		9 LAB SAMPLE ANALYSIS	\$585.00	
	7/21/2016	266569		2 LAB SAMPLE ANALYSIS	\$315.00	
	7/21/2016	266555		14 LAB SAMPLE ANALYSIS	\$275.00	
161679	7/21/2016	1757	CDW GOVERNMENT LLC	150 SYSTEM UPDATE RENEWAL	\$1,960.00	\$1,960.00
161813	7/28/2016	36949	WECO INDUSTRIES LLC	REPAIR OF OZIII CAMERA	\$214.98	\$1,950.96
	7/28/2016	36879		ASTD PARTS & MATERIALS	\$1,735.98	

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161745	7/28/2016	11368750	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$115.52	\$1,943.09
	7/28/2016	11370610		ASTD OFFICE SUPPLIES	\$146.66	
	7/28/2016	11369970		ASTD OFFICE SUPPLIES	\$14.29	
	7/28/2016	11368751		ASTD OFFICE SUPPLIES	\$6.14	
	7/28/2016	11368620		ASTD OFFICE SUPPLIES	\$21.98	
	7/28/2016	11370250		ASTD OFFICE SUPPLIES	\$5.68	
	7/28/2016	11358531		ASTD OFFICE SUPPLIES	\$29.59	
	7/28/2016	11371770		ASTD OFFICE SUPPLIES	\$12.09	
	7/28/2016	11365340		ASTD OFFICE SUPPLIES	\$1,583.12	
	7/28/2016	11368440		ASTD OFFICE SUPPLIES	\$8.02	
161793	7/28/2016	71636	NCC GROUP SECURITY SERVICE LTD	LICENSE RENEWAL NGSSQUIRREL 7/29/16 - 7/29/17	\$1,690.00	\$1,690.00
161688	7/21/2016	20160718	CWEA-NRTC	7 CERT & 6 MEMBERSHIP RENEWALS - COLL SERV 10 EMPLOYEE:	\$1,668.00	\$1,668.00
161732	7/28/2016	8333061	ABC IMAGING, INC.	HYPO TANKS AND PIPING REPLACEMENT	\$1,660.62	\$1,660.62
161700	7/21/2016	20160720	MOHAMMAD GHOURY	TRAVEL REIMB: LODGING/MEALS	\$1,484.84	\$1,484.84
161754	7/28/2016	22745	CLI-METRICS SERVICE COMPANY	SERVICE REQUEST: BLDGS 70	\$1,470.53	\$1,470.53
161802	7/28/2016	7627496600	RS HUGHES CO INC	ASTD PPE & SAFETY SUPPLIES	\$1,376.04	\$1,376.04
161772	7/28/2016	1188379	GROENIGER AND COMPANY	15 ASTD TEES AND WYES	\$1,375.00	\$1,375.00
161733	7/28/2016	9937581931	AIRGAS NCN	CYLINDER RENTAL	\$915.88	\$1,372.01
	7/28/2016	9052959495		ASTD PARTS & MATERIALS	\$456.13	

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161776	7/28/2016	3J7204	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$690.99	\$1,338.14
	7/28/2016	3J7205		3 VALVES	\$647.15	
161804	7/28/2016	85340220160721	SAN FRANCISCO WATER DEPT	SERVICE 06/21/16 TO 07/20/16	\$1,294.12	\$1,294.12
161812	7/28/2016	5857	VON EUW TRUCKING	47.75 TONS 3/4 CLASS II AB	\$1,268.49	\$1,268.49
161760	7/28/2016	17978	DU-ALL SAFETY LLC	FLAGGER SAFETY TRAINING FMC	\$1,250.00	\$1,250.00
161809	7/28/2016	34667	VALLEY OIL COMPANY	1 DRUM ALLIANCE XLD OIL & 20 TUBES ASTD GREASE	\$1,229.98	\$1,229.98
161783	7/28/2016	12965	LOOKINGPOINT INC	ANNUAL SUPPORT FOR PHONE AND NETWORK -JULY 2016	\$1,225.00	\$1,225.00
161739	7/28/2016	907922307	AT&T	SERV: 07/10/16 - 08/09/16	\$1,203.20	\$1,203.20
161738	7/28/2016	20160601	AMAZON.COM LLC	06/16 - ASTD OFFICE SUPPLIES	\$1,165.82	\$1,165.82
161785	7/28/2016	8465	MADRUGA IRON WORKS INC	20 HAND LATCHES	\$1,100.00	\$1,100.00
161780	7/28/2016	6511	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE JUNE 2016	\$313.14	\$1,098.78
	7/28/2016	6287		OFF-SITE STORAGE AND SERVICE JUNE 2016	\$785.64	
161667	7/21/2016	15310	ALLIED FLUID PRODUCTS CORP	15 HOSES	\$1,092.00	\$1,092.00
161706	7/21/2016	21094949	LABOR READY	TEMP LABOR-PERRY R., WK END 06/24/16	\$1,066.76	\$1,066.76
161672	7/21/2016	61653	BEECHER ENGINEERING	STANDBY POWER SYSTEM UPGRADE	\$1,020.00	\$1,020.00
161663	7/21/2016	8466	ACCU-BORE DIRECTIONAL DRILLING	REFUND # 19085	\$500.00	\$1,000.00
	7/21/2016	8467		REFUND # 19084	\$500.00	
161791	7/28/2016	8492	MR. ROOTER PLUMBING	REFUND # 19110	\$1,000.00	\$1,000.00
161684	7/21/2016	20160628	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$975.20	\$975.20

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161720	7/21/2016	802672140	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - JULY 2016	\$960.00	\$960.00
161757	7/28/2016	266715	CURTIS & TOMPKINS, LTD	6 LAB SAMPLE ANALYSIS	\$945.00	\$945.00
161771	7/28/2016	9141298112	GRAINGER INC	2 COFFEE MAKERS	\$81.29	\$901.90
	7/28/2016	9146080826		2 BATTERIES, SEALED LEAD ACID	\$182.47	
	7/28/2016	9141122755		1 LIFTING MAGNET	\$638.14	
161781	7/28/2016	21119075	LABOR READY	TEMP LABOR-PERRY R., WK END 07/01/16	\$881.24	\$881.24
161737	7/28/2016	15358	ALLIED FLUID PRODUCTS CORP	2 WATER TRUCK 3" SUCTION HOSE	\$875.70	\$875.70
161723	7/21/2016	84899	TRI-SIGNAL INTEGRATION INC	ANNUAL FIRE EXTINGUISHER INSPECTION/SERVICE	\$869.00	\$869.00
161673	7/21/2016	11361570	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$211.44	\$866.05
	7/21/2016	11356101		ASTD OFFICE SUPPLIES	\$39.56	
	7/21/2016	11356100		ASTD OFFICE SUPPLIES	\$46.97	
	7/21/2016	11357260		ASTD OFFICE SUPPLIES	\$52.69	
	7/21/2016	11358530		ASTD OFFICE SUPPLIES	\$515.39	
161728	7/21/2016	8045356186	VWR INTERNATIONAL LLC	1 TRACEABLE BAROMETER & 1 CS HOT PLATE/STIRRER W/DISP 1	\$861.50	\$861.50
161795	7/28/2016	46114594	OFFICE TEAM	TEMP LABOR-PENALOSA, J., WKEND 06/24/16	\$848.30	\$848.30
161805	7/28/2016	8122768071416	SIERRA SPRING WATER COMPANY	BOTTLESS COOLERS RENTAL	\$239.00	\$846.99
	7/28/2016	4868173071416		WATER SERVICE 06/17/16 - 07/14/16	\$607.99	
161766	7/28/2016	9828	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: JUNE 2016 DAILY MAIL/2 BOARDMEMBER DE	\$830.00	\$830.00

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161735	7/28/2016	4071037120160715	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 07/15/16-BENSON ROAD	\$622.38	\$808.24
	7/28/2016	4071038120160715		SERV TO: 07/15/16-BENSON ROAD	\$65.54	
	7/28/2016	4017275220160714		SERV TO: 07/05/16 - FREMONT BLVD	\$120.32	
161681	7/21/2016	1193352	CH BULL COMPANY	1 SAFETY HARNESS	\$716.39	\$716.39
161727	7/21/2016	497879	VIATRAN CORPORATION	1 SUBMERSIBLE PRESSURE TRANSDUCER	\$672.58	\$672.58
161815	7/28/2016	26336	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$655.50	\$655.50
161753	7/28/2016	37906	CLAREMONT BEHAVIORAL SERVICES	AUG 2016 EAP PREMIUM	\$648.60	\$648.60
161768	7/28/2016	20160725	SAMI GHOSSAIN	EMP REIMB: TS WKGRP ANNUAL EMP RECOG BBQ	\$647.62	\$647.62
161817	7/28/2016	85259719	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$115.87	\$613.03
	7/28/2016	85342301		MTHLY MAINTENANCE BASED ON USE	\$474.55	
	7/28/2016	85259715		MTHLY MAINTENANCE BASED ON USE	\$22.61	
161789	7/28/2016	160751	METROMOBILE COMMUNICATIONS INC	ANNUAL RADIO SERVICE - JULY 2016	\$582.75	\$582.75
161743	7/28/2016	5571	BAY AREA COATING CONSULTANT	COATINGS INSPECTION	\$521.95	\$521.95
161705	7/21/2016	1693689	HANSON AGGREGATES INC	6.80 TONS 1/2 MED TYPE A AC-R	\$514.54	\$514.54
161691	7/21/2016	8717	EAST BAY MUNI UTILITY DISTRICT	11 LAB SAMPLE ANALYSIS	\$513.70	\$513.70
161767	7/28/2016	1083807962	G&K SERVICES CO	UNIFORM LAUNDERING & RUGS	\$221.72	\$502.60
	7/28/2016	1083807964		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.70	
	7/28/2016	1083807963		UNIFORM LAUNDERING SERVICE	\$247.18	
161662	7/21/2016	8462	ABSOLUTE PRO PLUMBING	REFUND # 19086	\$500.00	\$500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161784	7/28/2016	12968	LOOKINGPOINT INC	MONTHLY PREMIER SERVICE - JULY 2016	\$500.00	\$500.00
161699	7/21/2016	1083806060	G&K SERVICES CO	UNIFORM LAUNDERING & RUGS	\$228.03	\$496.11
	7/21/2016	1083806062		ASTD DUST MOPS, WET MOPS & TERRY TOWELS	\$33.70	
	7/21/2016	1083806061		UNIFORM LAUNDERING SERVICE	\$234.38	
161782	7/28/2016	3796	LATITUDE GEOGRAPHICS GROUP LTD	GEOCORTEX IMPLEMENTATION	\$492.50	\$492.50
161749	7/28/2016	2179	CDW GOVERNMENT LLC	ROUTER WICS & TOOLS FOR AT&T MIGRATION	\$438.90	\$489.50
	7/28/2016	9778		2 ROUTER WICS & TOOLS FOR AT&T MIGRATION	\$50.60	
161736	7/28/2016	14128	ALEXANDER & ASSOCIATES INC	ALVARADO BLVD SEWER MAIN REPAIR	\$480.00	\$480.00
161730	7/25/2016	3UZ40	BAY AREA AIR QUALITY MGMT DIST	ENGINE EXEMPTION FEE - 36935 PASEO PADRE PKWY, FREMONT	\$452.00	\$452.00
161731	7/25/2016	3UZ41	BAY AREA AIR QUALITY MGMT DIST	ENGINE EXEMPTION FEE - 48101 FREMONT BLVD, FREMONT	\$452.00	\$452.00
161751	7/28/2016	55312	CITYLEAF INC	PLANT MAINTENANCE - JUL 2016	\$420.23	\$420.23
161704	7/21/2016	262857	HANIGAN COMPANY INC	5000 SECURITY PRINT WINDOW ENVELOPES	\$411.27	\$411.27
161816	7/28/2016	12045427037	WRA ENVIRONMENTAL CONSULTANTS	ALVARADO EQUALIZATION STORAGE BASIN	\$408.00	\$408.00
161661	7/21/2016	8299613	ABC IMAGING, INC.	PINE STREET EASEMENT	\$394.79	\$394.79
161689	7/21/2016	2887817	DAILY JOURNAL CORPORATION	AD NAME: ANNUAL SSC HEARING NOTICE	\$383.76	\$383.76
161669	7/21/2016	170369001	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$443.52	\$360.56
	7/21/2016	144718003		CREDIT 1 PLIER SET	\$-82.96	
161769	7/28/2016	20160728	MICHAEL GILL	EMP REIMB: EXTERNAL EMAIL MONITORING SVS	\$360.00	\$360.00
161786	7/28/2016	25255	MAR-LEN SUPPLY INC	REPAIR TANK ON TRUCK T3252	\$351.00	\$351.00

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161722	7/21/2016	180783516	TRENCH PLATE RENTAL COMPANY	28 DAYS TRENCH PLATE & EYEBOLT RENTAL	\$350.00	\$350.00
161764	7/28/2016	90079366564	ENTERPRISE GOV 43-1514861	RENTAL: E. TATOLA, MILWAUKEE, WI	\$128.22	\$333.91
	7/28/2016	90079453603		RENTAL: D. LU, PORTLAND, OR	\$205.69	
161742	7/28/2016	93049	BARNETT MEDICAL SERVICES LLC	120 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	\$328.00
	7/28/2016	94573		150 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	
161708	7/21/2016	38244	METROMOBILE COMMUNICATIONS INC	4 EA BATTERIES FOR RADIOS	\$309.80	\$309.80
161750	7/28/2016	1678	CHINESE JOURNAL LLC	ELECTION COSTS	\$306.15	\$306.15
161775	7/28/2016	80435	H2O PRECISION INC	WATERJET CUT 1" HOLE IN 10EA MANHOLE COVERS	\$300.00	\$300.00
161677	7/21/2016	6982	BURLINGAME ENGINEERS INC	HYPO PUMP STROKE CONTROL COUPLING	\$284.10	\$284.10
161716	7/21/2016	20160718	ROBERT SIMONICH	EXP REIMB: FMC RECOGNITION EVENT	\$275.00	\$275.00
161799	7/28/2016	122468	PREFERRED ALLIANCE INC	JUNE 2016 SERVICE FEE	\$265.20	\$265.20
161794	7/28/2016	20160726.2	SHAWN NESGIS	EXP REIMB: SAFETY RECOG GIFT CARD - SUPPORT TEAM	\$25.00	\$229.95
	7/28/2016	20160726		EXP REIMB: RETIREMENT GIFT FOR NATHAN GALE	\$204.95	
161800	7/28/2016	20160007	QUICK SPACE RENTALS	GUARD BOOTH RENTAL JULY 2016	\$192.50	\$192.50
161740	7/28/2016	635800120160630	AT&T	SERV: 06/01/16 - 06/30/16	\$181.39	\$181.39
161752	7/28/2016	070116	CIWA, INC	E-WASTE REMOVAL & RECYCLING	\$175.00	\$175.00
161696	7/21/2016	1114631	FASTENAL	1 LRG SEALED CRIMP CONN	\$172.85	\$172.85
161707	7/21/2016	20160715	RICHARD LEBON	EXP REIMB: CWEA GRADE I TEST FEE	\$155.00	\$155.00
161806	7/28/2016	180795116	TRENCH PLATE RENTAL COMPANY	12 BOTTLES QS SHORE FLUID	\$140.07	\$140.07

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
161758	7/28/2016	2887818	DAILY JOURNAL CORPORATION	AD NAME: ANNUAL SSC HEARING NOTICE	\$137.50	\$137.50
161790	7/28/2016	20160718	BRODERICK MOY	EXP REIMB: SAFETY SHOES	\$120.40	\$120.40
161734	7/28/2016	1405	ALAMEDA COUNTY TREASURER	36 ASSESSOR'S MAPS	\$108.00	\$108.00
161668	7/21/2016	1747834	ANALYSTS, INC.	4 LAB SAMPLE ANALYSIS	\$94.45	\$94.45
161714	7/21/2016	20160715	JAMES SCHOFIELD	EXP REIMB: ET CHARTERING LUNCH	\$70.16	\$70.16
161701	7/21/2016	81148	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$63.21	\$63.21
161808	7/28/2016	9853276.0	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/IE 07/02/16	\$62.71	\$62.71
161759	7/28/2016	615320160718	DISH NETWORK	AUG 2016 - SERVICE FEE	\$50.92	\$50.92
161693	7/21/2016	1000426520	ENVIRONMENTAL EXPRESS	SE STANDARD, STRONIUM, 1000PPM, 100ML	\$42.13	\$42.13
161711	7/21/2016	20160721	ALEXANDER PETERSON	EXP REIMB: LIVE SCAN FEE	\$38.00	\$38.00
161787	7/28/2016	77816944	MATHESON TRI-GAS INC	CYLINDER RENTAL - JUNE 2016	\$34.34	\$34.34
161748	7/28/2016	176771	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINTS	\$32.00	\$32.00
161726	7/21/2016	9767872316	VERIZON WIRELESS	WIRELESS SERV 06/02/16-07/01/16	\$26.58	\$26.58
161680	7/21/2016	290449	CENTERVILLE LOCKSMITH	4 SCHLAGE KEY BLANKS	\$7.23	\$7.23

**UNION SANITARY DISTRICT
CHECK REGISTER
7/16/2016-7/28/2016**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
Invoices:				Checks:		
Credit Memos :		2	-473.14			
\$0 - \$1,000 :		138	47,291.82	\$0 - \$1,000 :	73	31,896.65
\$1,000 - \$10,000 :		90	291,701.79	\$1,000 - \$10,000 :	66	208,001.76
\$10,000 - \$100,000 :		18	637,141.54	\$10,000 - \$100,000 :	12	474,773.17
Over \$100,000 :		7	2,023,735.66	Over \$100,000 :	7	2,284,726.09
Total:		255	2,999,397.67	Total:	158	2,999,397.67



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: July 26, 2016

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, Organizational Performance Program Manager
Michelle Powell, Communications and Intergovernmental Relations Coordinator

SUBJECT: Agenda Item No. 11 - Meeting of August 8, 2016
VIDEO PRESENTATION TO THE BOARD

Recommendation

Information only

Background

A short video was recently created about USD's Leadership School Program. The video highlights information about the development of Leadership School and the components of its curriculum. It also features staff interviews; one with a graduate who was promoted to a management position at the District, another with an employee who will attend the next session.



Summary of the EBDA Commission Meeting

Thursday, July 21, 2016, at 9:30 a.m.

Prepared by: P. Eldredge

- Commissioners Becker, Peixoto, Johnson, Prola, and Toy were present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes, List of Disbursements, and Treasurer's Report.
- The Commission unanimously approved the reports from the General Manager, Managers Advisory, Financial Management, Regulatory Affairs, Operations & Maintenance, and Ad Hoc committees. The following items were discussed:
- **General Managers Report** - The General Manager discussed Singapore's approach to developing strategies for water and wastewater use based on his attendance of International Water Week with his travel covered by a scholarship awarded by the Water Environment Federation.
- **Managers Advisory Committee (MAC)** met with the General Manager on July 20, 2016, and discussed the Alvarado pump station hydraulic profile study and the proposed additional scope of services submitted by Carollo Engineers, Inc. The MAC was updated on the Outfall inspection strategy scheduled for August 2016. Finally, the MAC discussed a future strategic planning effort.
- **Financial Management Committee** approved the June list of disbursements and Preliminary Treasurer's Report at the meeting of July 19, 2016. The Committee recommends Commission approval of the resolution authorizing Amendment No. 5 to the fee contract between EBDA and Meyers Nave, a professional law corporation.

The Authority's General Counsel, Steve Meyers announced his retirement later this year. Eric Casher will transition to the lead attorney for EBDA. Mr. Meyers assured the Commission that the firm of Meyers Nave will continue to provide expert legal services to EBDA. On behalf of the Commission, Commissioner Prola expressed his appreciation to Steve Meyers for his service over the years and wished him well in retirement.

- **Regulatory Affairs Committee** met on July 19, 2016 and discussed permit compliance. The General Manager advised the Committee of the State Water Board's General Order 2016-0068, which specifies water recycling requirements for permittees. The intent of the State Water Board is to make the general order consistent with the State Recycled Water Policy. The Committee was also updated on the status of the proposed new standard for selenium in the San Francisco Bay.

- **Operations and Maintenance (O&M) Committee** met with the Superintendent of Operations and Maintenance on July 18, 2016. The Committee discussed Carollo Engineers, Inc. hydraulic profile study of the Alvarado Effluent Pump Station (AEPS) and the proposed scope of services for additional tasks. The Committee was updated on the status of the following projects: AEPS variable frequency drives, HEPS motor control center, and OLEPS fuel tank replacement. The installation of the No. 2 pump at the San Leandro pump station is complete. The No. 1 pump at the Skywest station was found to have low pressure. The Oro Loma Sanitary District staff determined the pump was plugged with debris. The pump was cleared and placed back in service.
- **Personnel Committee** meeting scheduled for July 18, 2016, was postponed.
- **Ad Hoc Committee** met with the General Manager on July 20, 2016. The Ad Hoc Committee recommended that EBDA begin a phased strategic planning exercise to develop consensus on how EBDA should proceed in the future. In August, Staff will present a draft request for proposal for consulting services to the Ad Hoc.
- **Items from the Commission and Staff** - Commissioner Becker advised the Commission of a scheduling conflict in September. Staff will check the Commissioners availability to reschedule the O&M and Regulatory Committees.

Commissioner Peixoto announced that the City of Hayward has hired a new City Manager. Kelly McAdoo will replace Fran David later this year upon her retirement.

The Commission passed the following:

- **Resolution Authorizing Amendment No. 5 to the Fee contract By and Between East Bay Dischargers Authority and Meyers Nave, a Professional Law Corporation**

Commissioner Prola moved for the approval of the resolution authorizing Amendment No. 5 to the fee contract with Meyers Nave, a professional law corporation. The motion was seconded by Commissioner Becker and carried unanimously, 5-0.

Ayes:	Commissioners Becker, Peixoto, Prola, Toy, and Chair Johnson
Noes:	None
Absent:	None
Abstain:	None

Sewage spill in L.A. grows to 2.4 million gallons, prompting bans on swimming in Seal Beach and Long Beach

By Veronica Rocha, Alexia Fernandez, and Matt Hamilton

July 19, 2016

A damaged sewage line spilled a total of about 2.4 million gallons of untreated waste into the Los Angeles River and has forced the closure of all beaches in Long Beach and Seal Beach, officials said Tuesday.

The sewage line began leaking Monday about 2 p.m. and was stopped late that night, but the cracked pipe split again Tuesday as repairs were underway, said Tonya Durrell, a spokeswoman for the City of Los Angeles Department of Public Works.

The overflow, which occurred near 6th Street and Mission Road in Boyle Heights, was fully stopped Tuesday afternoon, Durrell said.

Officials said the top of a 5-foot sewer pipe collapsed, sending debris into the pipe. The clog then caused the sewage to overflow.

The spill sent millions of gallons of waste into the river, a 51-mile waterway that snakes through Los Angeles County, ending in Long Beach. Using pumps, workers were able to capture about 750,000 gallons of sewage before it reached the river, Durrell said.

Officials don't know what caused the break, but the large sewer line was built in 1929, said Adel Hagekhalil, assistant director of Los Angeles Sanitation.

"This happening is just a part of the maintenance system," Hagekhalil said. "Something grows old, you have to repair it or replace it."

Sanitation workers on Tuesday installed a permanent bypass system to divert the flow of waste around the old pipe. Crews were working to mend the damaged pipe and expected to complete repairs by late Thursday, Durrell said.

In addition to the foul stench, the deluge of waste posed health risks.

The untreated sewage — rife with bacteria and possibly viruses — could lead to eye, ear and throat infections, health officials said.

Dr. Mauro Torno, the acting health officer for Long Beach, decided to shut down swimming along the coast until tests show the water is safe. Officials asked the public to avoid puddles of water near the spill.

Long Beach officials planned to regularly test samples of ocean water for the rest of the week to determine whether the water was dangerous to the public, said Nelson Kerr, manager of the city's Bureau of Environmental Health.

Health officials will require at least two consecutive days of clean water samples before they decide to reopen the beaches, Kerr said. Depending on the quality of the samples, the beaches could reopen as early as Thursday.

“It’s a lot of sewage to consider,” he said. “This is a fairly large spill.”

So far, officials haven’t received any reports of waste on city beaches, but Kerr said that doesn’t mean it’s not in the ocean.

The Orange County Health Care Agency also closed Seal Beach’s shore from the mouth of the San Gabriel River to Anaheim Bay. Swimming, surfing and diving were prohibited, the county health agency said.

Although the leak was large, it pales in comparison with Los Angeles’ largest spill.

In 1998, more than 30 million gallons of sewage spilled during El Niño storms, Hagekhalil said.

“We haven't had a large overflow in over 15 years,” he said.

“We've been doing very well. This was an accident but we're investigating what happened.”

PUBLIC RELEASE: 21-JUL-2016

Stanford researchers reveal cost-effective path to drought resiliency

STANFORD UNIVERSITY

Strained by drought in recent years, California desperately needs more resilient water supplies. An affordable solution that provides a wide range of benefits is within reach, according to a new Stanford study.

Published in *San Francisco Estuary & Watershed*, the study reveals the costs and benefits of using groundwater recharge and storage across the state. This process, known as "managed aquifer recharge," or MAR, can incorporate co-benefits such as flood control, improved water quality and wetland habitat protection. The study found the median cost of MAR projects is \$410 per acre-foot (the amount of water required to cover an acre of level land at a depth of 1 foot) per year. By comparison, the median cost of surface water projects is five times more expensive -- \$2,100 per acre-foot.

"We find that MAR is an effective and affordable way to balance local groundwater decisions with regional and statewide management," said study co-author Debra Perrone, a postdoctoral scholar with Stanford's Water in the West program.

Many local communities rely on statewide infrastructure to supplement their water supply. This water is costly and limited in supply, raising a need for cost-effective local storage options.

Managed aquifer recharge allows for local water storage, access and management to a much greater extent than large surface water reservoirs, which are often managed by state and federal entities. Although excess surface water can be limited in some regions of California, treated wastewater and urban stormwater offer sources for MAR that aren't fully utilized by centralized surface water storage infrastructure.

MAR is particularly well suited to more populous and developed areas that can take advantage of large quantities of treated wastewater and stormwater runoff collected by extensive infrastructure for use in recharge. In more rural areas, MAR using excess surface water can still play an important role in replenishing groundwater basins and guarding against dry times.

"Every year, California lets 1 million acre-feet of treated wastewater flow to the ocean," said co-author Melissa Rohde, previously a researcher with Water in the West. "Our research shows it would cost the state about \$870 million to build the necessary MAR facilities to recover and store this water. That's not a lot of money compared to the cost and energy required to transport water from large surface water projects or to desalinate ocean water."

A water enigma

Groundwater supplies up to 60 percent of California's water supply during dry years. Despite its crucial role in slaking the Golden State's thirst, groundwater went largely unregulated until the 2014 passage of the Sustainable Groundwater Management Act. Therefore, statewide data on groundwater management generally and managed aquifer recharge projects specifically has been sparse or proprietary, generally not shared publicly.

This lack of information was highlighted with the 2015 passage of California's largest-ever water-related proposition -- the \$7.5 billion Proposition 1. The bond promises almost \$3 billion for water storage projects. Without data on relative costs and benefits, state and local water managers are hard pressed to make informed decisions on MAR projects.

In addition to new funding opportunities, the 2014 law puts the burden on local agencies for sustainably managing groundwater. So, local communities have more reason than ever to bank water sustainably. Managed aquifer recharge allows agencies to do that in ways tailored to a community's resources.

Perrone and Rohde set out to identify costs and benefits of MAR projects around the state by mining applications for general obligation bonds from ballot propositions. In these publicly available forms, the researchers identified proposed economic costs and anticipated MAR project benefits. Then, they surveyed the projects' managers to compare initial estimates with actual costs, and to identify advantages and limitations.

Looking to the future

As a changing climate, growing population and other factors put increasing pressures on water supplies, California's need for long-term resilience will only intensify, the study noted. Conservation will only go so far. Flexible water storage options that can address changing conditions are essential. Therefore, it is likely that more water agencies will adopt MAR as a local management tool.

###

Funding is critical to the success of groundwater projects, because communities bear the largest burden for financing water projects, according to the paper. The quantification of capital, operation and maintenance, and total costs of MAR projects will assist communities with long-term planning for funding, and thus, long-term management of their aquifers.

The research was supported by Cody Smith and the S.D. Bechtel Jr. Foundation.

Disclaimer: AAAS and EurekAlert! are not responsible for the accuracy of news releases posted to EurekAlert! by contributing institutions or for the use of any information through the EurekAlert system.

Media Contact

Page 56 of 69

San Jose: 952,000 gallons of partially treated sewage flows into San Francisco Bay

By Paul Rogers, progers@bayareanewsgroup.com

POSTED: 07/22/2016 03:14:06 PM PDT

SAN JOSE -- An employee who turned the wrong valve at San Jose's wastewater treatment plant this week sent 952,000 gallons of partially treated sewage -- enough to fill 50 backyard swimming pools -- into San Francisco Bay.

But the accident apparently did not cause any harm to public health or the environment because most of the pollutants already had been removed before the wastewater reached the bay, state water regulators and city officials said Friday.

The spill occurred from 8:19 a.m. to 8:29 a.m. Wednesday, said Kerrie Romanow, San Jose's director of environmental services.

Normally, water from the toilets, showers, dishwashers, washing machines and other appliances of 1.4 million residents in eight South Bay cities flows into the Alviso plant. The wastewater undergoes three levels of treatment: "primary," which removes 50 percent of what wastewater engineers call "suspended solids"; "secondary," which removes 95 percent of the solids; and "tertiary," which removes 99 percent.

The spilled wastewater Wednesday already had undergone primary and secondary treatment, Romanow said, so most of the impurities were gone. It was heading to a building where it was to receive tertiary treatment, but the filters there were being replaced, she said, so rather than the usual computer-operated system of wastewater routing, a staff member turned a manual valve. That valve was not labeled, she said, resulting in the partially treated wastewater flowing into Artesian Slough, which flows into the bay.

"It's not raw sewage into the bay," Romanow said. "We are thankful for that."

The error was quickly discovered, she said, and the valve was closed 10 minutes later. Plant officials took water quality samples near the outflow pipe, and when the results came back from the lab Friday afternoon, they showed that the wastewater did not exceed state or federal health limits.

No dead fish were observed, Romanow said, adding that the plant discharges roughly 90 million gallons a day of treated wastewater into the bay. So the wastewater in Wednesday's mishap represented just 1 percent of that.

Environmentalists said they are monitoring the situation.

"It's disappointing," said Sejal Choksi-Chugh, executive director of San Francisco Baykeeper, an environmental group based in Oakland. "When you have human error, it's really unfortunate. Ten minutes is a long time, and 950,000 gallons is a lot. But luckily it was secondarily treated, so it could have been worse."

Choksi-Chugh said the San Jose-Santa Clara Regional Wastewater Facility has not had a history of pollution problems in recent years.

Few wastewater plants treat to tertiary levels. San Jose's is required to by state and federal authorities because it discharges into very shallow parts of San Francisco Bay without much tidal action.

Ironically, state water regulators said Friday, it was good that the spilled wastewater had not yet been treated with chlorine. That's because chlorinated water kills fish.

Typically, the San Jose plant and other sewage treatment plants mix chlorine into treated wastewater to kill pathogens that can cause diseases like cholera or dysentery. Before releasing it into the bay, a river or the ocean, they routinely mix it with other chemicals that neutralize the chlorine so it does not harm fish.

Highlighting that issue, officials at the San Francisco Bay Regional Water Quality Control Board on Friday announced a \$1 million settlement with the California Water Service Company to close a case in which one of the company's 12-inch drinking water pipes broke, spilling 7.2 million gallons of chlorinated water into San Mateo Creek in October 2013. That spill killed more than 200 fish, including roughly 70 steelhead and rainbow trout, said Dyan Whyte, the board's assistant executive officer. The company will be required to spend \$500,000 replacing old pipes in the area, she said.

San Jose will likely face some kind of fine for this week's spill, but it could take a year for the case to be closed, said Bill Johnson, a senior environmental scientist at the board.

"Our take on it is that it is a really large volume of water, but so far it doesn't seem like it has done a whole lot of harm," he said. "We're pleased that they got it under control quickly."

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

San Diego accelerates water recycling

System will be online in 2021 thanks to several changes



By [David Garrick](#) | 7 a.m. July 23, 2016

SAN DIEGO — San Diego is accelerating construction of its landmark water recycling system and making other changes that will save money, benefit the environment and make pipeline construction less disruptive.

City officials plan to begin recycling 30 million gallons a day of sewage into drinking water by 2021, much quicker than a previous schedule calling for 15 million gallons daily by 2023 and 30 million gallons per day by 2027.

RELATED: [SD OKs landmark water recycling](#)

The faster schedule is possible primarily because officials have decided to do all of the recycling in Miramar instead of splitting it in half between Miramar and Otay Mesa.

Another factor in the acceleration was a recent decision to pump the water into the Lake Miramar reservoir 8 miles away instead of the larger San Vicente Reservoir 18 miles away, shortening the pipeline construction time line.

This change will save roughly \$50 million and reduce neighborhood and traffic disruptions during pipeline construction, although it will create disruptions in parts of Miramar and Scripps Ranch that wouldn't have happened under the old plan.

Officials have also decided to make the Miramar purification plant more environmentally friendly by using methane from the nearby Miramar landfill as its power source.

The move will simultaneously relieve regulatory pressure on the city's Environmental Services Department to sharply reduce methane emissions from the large Miramar landfill.

City officials and local environmental groups last week praised the changes, particularly the accelerated schedule and the energy partnership with the landfill.

Councilman Chris Cate called them a "big deal" and Matt O'Malley, legal and policy director for the Coastkeeper environmental group, said the acceleration was a remarkable surprise.

"We were told it was a near impossibility, so we're really encouraged to see city staff accomplishing the impossible here," O'Malley said.

The recycling system, dubbed Pure Water San Diego, will help San Diego meet mandates to reduce the amount of partially processed sewage it dumps into the ocean.

In addition, it will allow the city to avoid spending more than \$2 billion on upgrades needed at the Point Loma Wastewater Treatment Plant.

To do that, the city needs to complete the second phase of the project, which would increase the amount of recycled gallons per day from 30 million to 83 million — one third of the city's water supply.

The first phase is expected to cost about \$1 billion, with the system's entire price tag estimated at \$2.9 billion.

The second phase will include building additional purification systems and pipelines to other reservoirs, including Lake Murray.

One system would be created by expanding the South Bay Wastewater Treatment Plant near the international border, which had been planned as part of the first phase. The second would be building a new plant somewhere on Harbor Drive near downtown.

The recycled water from the first phase will serve customers north of Interstate 8, said Brent Eidson, deputy director of the city's Utilities Department. The second phase would serve other parts of the city, he said.

Accelerating the first phase "creates an opportunity" to also complete the entire system ahead of its 2035 schedule, Eidson said. But no decisions to accelerate the second phase have taken place, he said.

The chain of events leading to acceleration of the first phase began when strong water conservation in San Diego made it doubtful the city could supply enough sewage to the Miramar plant to produce 15 million gallons of recycled water per day.

City officials decided they needed to build a pump station in the Morena area to supply more sewage to the plant, Eidson said.

But they subsequently decided it was more cost-effective to build a large pump station instead of a small one, prompting the idea to produce all 30 million gallons in Miramar.

That will require a larger expansion of Miramar's North City Reclamation Plant than previously planned, Eidson said.

The plant, which now processes 22 million gallons a day of sewage into non-drinkable water used chiefly for irrigation, must be expanded in daily capacity from 30 million gallons to 52 million gallons. The previous plan was to expand it to 45 million gallons.

The increase is only 7 million gallons, not 15 million, because recent analysis indicates less future demand than previously thought for irrigation water, also known as "purple pipe" water.

"It's a lot more cost-effective this way because we got to the point where we had to build a pump station anyway," Eidson said. "We're trying to do the right thing for the ratepayers and part of that is getting the right size."

Another factor in the acceleration was a recent environmental analysis and consultant's study of building a pipeline to the San Vicente Reservoir, Eidson said.

The distance and the change in elevation of that approach made using Lake Miramar a far better choice, Eidson said.

"The pipeline alignment for San Vicente, by trying to stay in public rights of way, was really going to be impactful, not just in the city of San Diego but in Santee and Lakeside," he said. "Now we're able to go in wider streets through Miramar and Scripps Ranch, which is a lot less disruptive."

However, because Miramar is a much smaller and shallower reservoir, the city will have to use additional treatment chemicals on the recycled water, eating up most of the \$50 million in pipeline savings, Eidson said.

City officials said it's not clear whether using the landfill to power the purification plant will save money long-term, but it will reduce the greenhouse gases produced by the purification system and help the city meet the goals of its aggressive climate action plan.

"It's one of those right time, right place things where birds are singing at the same time," said Hallah Razak, Utilities Department director. "They have the gas and now we have a need to use the gas to generate the energy."

Razak said the recent changes won't require rate increases for sewer and water customers because they were anticipated in the analysis leading to hikes that took effect in January.

The system, which will use advanced scientific techniques to purify the sewage, as the best way for San Diego to reduce its reliance on imported water and create a sizable, drought-proof supply source.

david.garrick@sduniontribune.com (619) 269-8906 @UTDavidGarrick

East Bay lab creates clean water technology

By Dana Guzzetti, Correspondent

POSTED: 07/24/2016

MARTINEZ -- Local inventor Michael Green retired from business in 2005 to follow his passion for mechanics and engineering, not knowing where it might lead.

Green and fellow researcher Nicholas Eckelberry created a breakthrough technology that cleans polluted water wherever it is, to higher standards and at a lower cost than was ever thought possible, according to Talbott Howard, CEO of Environmentally Conscious Technologies.

While Green was researching the potentials of using hydrogen as an alternative fuel on the West Coast, Howard was doing the same thing in the East.

"Through a network we met and shared ideas ... and stayed in touch on various projects over the years," Green explains.

Uses of this new filtration system can be applied to countless water problems such as highway runoff, floodwater, contamination cleanups or even for recycling industrial and landscape water.

To help do that, Green has been appointed chief technology officer for ECT and head of the west coast research and development center in Pacheco, and Eckelberry has become the new president.

"The company is doing extraordinary work in the area of advancing the deployment of mobile clean water applications with their strategic focus on globalization of services," Green says. "After years of work, I am glad to be a part of an innovation launch that will upgrade the way technology helps provide disaster relief around the world."

Howard recently announced the East Bay Regional Park District expects to put ECT to the test. Various algae blooms (some toxic) have been a problem at Quarry Lakes, Temescal and other park properties.

Hal MacLean, park district water management supervisor, suggested mounting the ECT equipment on barges to get to remote shoreline areas. A solution akin to hydrogen peroxide has been used with limited success at Lake Temescal, which is currently closed.

Howard says government officials are looking for solutions to the problem of removing hydrocarbons and other toxics from water, without the use of harmful chemicals.

"The answer is here. Local and national service companies that need advanced, certified water remediation for agriculture and other industries can use this technology," he says.

Oil field wastewater is the target for an ECT pilot program now underway in Kern County. The new technology is working to quickly bring contaminated water to higher standards, safe for agriculture and for protection of the aquifer.

Clean water is the focus of Green's research now, but he has been fixing, inventing and engineering things all his life.

"My passion for mechanical things started at a young age when I used to help my father work on old cars that he bought to fix up and resell," Green recalls. His collaboration with Eckelberry has taken the research engineers to China, where rapid economic growth resulted in some water problems.

"We consulted on groundwater contamination caused by an immense pig farm in Shenzhen, contamination caused by a port explosion in Tianjin, and to Changzhou, where China's largest solar panel manufacturer needed to bring the business into compliance," Green recalls.

"Science and technology is a team sport. My colleagues and I often collaborate and become a catalyst for each other," he says. "We might build a prototype, then it is improved upon by the group, or we maybe discover something by accident."

Reach Dana Guzzetti at dguzzetti10@gmail.com or call 925-202-9292.

For more information about the new water-cleaning technology, go to www.dotect.com

Marin sets drug company fee for medication disposal program

By [Adrian Rodriguez](#), Marin Independent Journal

Posted: 07/24/16, 11:30 AM PDT |

Marin County moved a step closer to launching its drug takeback program by setting its fee for the pharmaceutical industry.

Under a county ordinance approved last year, drug companies selling to Marin residents have to develop a plan to collect and dispose of unwanted medications. The pharmaceutical companies will have to pay a fee, which the Board of Supervisors nailed down last week, so the county's environmental health division can operate the program.

The cost recovery rate is set at \$190 an hour, effective July 25. The program is expected to cost \$50,000 annually.

The fee will allow the program to be self-sustainable, operating without the reliance of the county's general fund, said Rebecca Ng, the deputy director of environmental health.

The manufacturers have banded together and are represented by Pharmaceutical Products Stewardship Work Group, a membership association with 368 producers, she said.

"Rather than each of them having their own plan, they joined this group so that there is one plan to carry out our mandate," Ng said.

The ordinance requires that the program be free, convenient and easily accessible to all residents. One result of the ordinance will be an expansion of the occasional drop-off pill collection days the county already hosts.

One purpose of the ordinance is to help prevent drug abuse. There were 27 unintentional prescription drug deaths in Marin in 2012, up from nine in 2009, 15 in 2010 and 13 in 2011. Nonfatal opiate-related visits to Marin emergency rooms rose from 198 in 2006 to 471 in 2012.

Other counties, such as Alameda, San Francisco, San Mateo, Santa Clara, Santa Cruz and Santa Barbara have adopted similar ordinances to tackle the issue.

Ng said she and her staff have collaborated with these counties to ensure consistency, since they will be working with some of the same producers.

“It resulted in cost savings and efficiency,” she said. “I think the producers are appreciative because we are dealing with essentially one body and one set of rules.”

None of the counties, however, has rolled out its program.

Supervisor Katie Rice said she wants to make sure that educating the community is part of the plan and that she would expect that it could be discussed more at a future meeting.

“I’m happy to say that we really are staying on track and I’m also pleased that the producers ... they are being cooperative,” Rice said. “I look forward to the bins and the program getting out in 2017.”

Ng said the industry group has a Sept. 11 deadline to submit its plan. The implementation of the program is set to begin in March.

California drought: Residents cut water use 21.5 percent in June despite relaxed drought rules

By Paul Rogers, progers@bayareanewsgroup.com

POSTED: 08/02/2016

The drought rules were relaxed, but Californians didn't open the spigots.

The state's urban residents are continuing strong water conservation, cutting water use 21.5 percent in June compared with June 2013, the baseline year, despite state officials easing mandatory drought targets earlier this year.

The new data was released Tuesday morning by the State Water Resources Control Board in Sacramento.

"It's maybe not as good as we hoped, but it's better than we feared with conflicting messages out there," said Felicia Marcus, chairwoman of the board.

In May, the board, which is appointed by Gov. Jerry Brown, approved plans to drop all the statewide mandatory water conservation targets it had imposed on 410 urban areas last year during the state's historic drought.

Under those rules, last June each community was given a water conservation target -- from 8 to 36 percent -- based on its per capita water use, with fines for failure to meet the targets. Between June 2015 and March 2016, Brown asked Californians to cut water use 25 percent overall in urban areas, compared with 2013. They responded, and reduced water use by 23.9 percent.

But water agencies, particularly in Southern California and around Sacramento, complained bitterly about the statewide rules, saying that they were costing hundreds of millions of dollars in lost water sales, and did not accurately reflect each community's water supply conditions

In a May vote, the state water board passed new rules allowing each city and water agency to set its own conservation target. Environmentalists and some scientists said the change was short-sighted, given that much of the state, particularly Southern California, received lower-than-normal rainfall this winter and remains mired in a serious drought.

Major water suppliers, including East Bay Municipal Utility District, Los Angeles Department of Water and Power and others, immediately announced their conservation target would be zero. Other areas that had won accolades for water conservation, such as Santa Cruz, also dropped their target to zero. Some didn't drop all targets. The Santa Clara Valley Water District, which serves 1.9 million people in and around San Jose, cut its target from 30 percent to 20 percent, for example.

Because the state's new rules took place effective in June, Tuesday's report was the first indication of whether Californians are continuing to conserve.

"For many conservation is now a way of life, and in our book that's a success," said Jasmine Oaxaca, an enforcement specialist with the state water board.

"The proof is in the pudding," said Dave Bolland, with the Association of California Water Agencies.

Under the new rules, each community was required by June 15 to report its new conservation target to the state board. The target was to be based on a forecast -- which water board staff members called "a stress test" -- in which supply conditions would mirror the past three years, and demand would be the average of 2013 and 2014.

So far, 379 of 410 cities, water districts and private water companies have submitted those plans, and state water board staff said it is still evaluating them.

Brown administration officials said in May the relaxation in the rules reflected an improving water picture. This winter was the wettest in Northern California since the five-year drought began, with big reservoirs such as Oroville and Shasta now more than 90 percent full, although Southern California received far less rain.

"We are trying to recognize that conditions have changed this year and while we are in a statewide drought, conditions have eased for some parts of the state," said Mark Cowin, director of the state Department of Water Resources, in May.

But some environmentalists said the state should have kept the mandatory statewide targets in place, arguing it is unclear how long the drought will last, and this 2016 might be a one-year temporary bump up in a longer drought. They noted that any water not used on lawns could be used instead for human consumption, fire fighting and other needs.

Also in May, Brown issued an order to make water wasting rules put in place last year permanent.

Those rules ban watering lawns within 48 hours of rain, hosing off sidewalks and driveways and using ornamental fountains unless the water is recirculated. Those rules also require shut-off nozzles on hoses used to wash a vehicle, and they ban cities and local governments from irrigating ornamental turf on public street medians.

Paul Rogers covers resources and environmental issues. Contact him at 408-920-5045. Follow him at [Twitter.com/PaulRogersSJMN](https://twitter.com/PaulRogersSJMN)