



BOARD MEETING AGENDA
Monday, January 14, 2019
Regular Meeting - 7:00 P.M.

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

- | | | |
|-------------|-----|---|
| | 1. | Call to Order. |
| | 2. | Pledge of Allegiance. |
| | 3. | Roll Call. |
| Motion | 4. | Approve Minutes of the Special Meeting of December 10, 2018. |
| Motion | 5. | Approve Minutes of the Regular Meeting of December 10, 2018. |
| Information | 6. | October 2018 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).</i> |
| Information | 7. | November 2018 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).</i> |
| | 8. | Written Communications. |
| | 9. | Oral Communications.
<small><i>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.</i></small> |
| Motion | 10. | Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8085 – Bayshores Phase 1, Located along Willow Street between Seawind Way and Central Avenue in the City of Newark <i>(to be reviewed by the Legal/Community Affairs Committee).</i> |
| Motion | 11. | Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8186 – The Landing West, Located on Mission Boulevard at Catania Common in the City of Fremont <i>(to be reviewed by the Legal/Community Affairs Committee).</i> |

Motion	12. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with AECOM Technical Services, Inc. for the Centrifuge Building Improvements Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	13. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Newark Equalization Storage Facilities Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	14. Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VII from Nor-Cal Pipeline Services <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	15. Consider Second Amended and Restated Employment Agreement between Union Sanitary District and Paul Eldredge.
Direction	16. Receive Update on Capacity Charges for Accessory Dwelling Units and Provide Direction <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Information	17. Legislative Update on State and National Issues of Interest to the Board <i>(to be reviewed by the Legislative Committee)</i> .
Information	18. Debriefing of the Centennial Open House Held May 19, 2018 <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	19. Report on the East Bay Dischargers Authority (EBDA) Meeting of December 20, 2018.
Information	20. Check Register.
Information	21. Committee Meeting Reports. <i>(No Board action is taken at Committee meetings)</i> : <ul style="list-style-type: none"> a. Budget & Finance Committee – Wednesday, January 9, 2019, at 10:00 a.m. <ul style="list-style-type: none"> • Director Fernandez and Director Toy b. Engineering and Information Technology Committee – Thursday, January 10, 2019, at 12:15 p.m. <ul style="list-style-type: none"> • Director Kite and Director Lathi c. Legal/Community Affairs Committee – Friday, January 11, 2019, at 10:30 a.m. <ul style="list-style-type: none"> • Director Fernandez and Director Lathi d. Legislative Committee – Friday, January 11, 2019, at 11:00 a.m. <ul style="list-style-type: none"> • Director Fernandez and Director Lathi e. Audit Committee – will not meet. f. Personnel Committee – will not meet.
Information	22. General Manager’s Report. <i>(Information on recent issues of interest to the Board)</i> .
	23. Other Business: <ul style="list-style-type: none"> a. Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i> b. Scheduling matters for future consideration.

24. Adjournment – The Board will adjourn to a Special Meeting in the Alvarado Conference Room on Thursday, January 17, 2019, at 5:30 p.m.
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25. Adjournment – The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, January 28, 2019, 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



BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Fernandez and Director Toy

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, January 9, 2019
10:00 a.m.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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

Karen W. Murphy
Attorney

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Regular Board meeting of January 14, 2019:
 - October 2018 Monthly Operations Report – Financial Reports
 - November 2018 Monthly Operations Report – Financial Report
 - Debriefing of the Centennial Open House Held May 19, 2018

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.

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THE PUBLIC IS INVITED TO ATTEND



REVISED

**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Kite and Director Lathi

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Thursday, January 10, 2019

12:15 P.M.

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

**Mission Conference Room
5072 Benson Road
Union City, CA 94587**

Karen W. Murphy
Attorney

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR LATHI FROM THE GUEST PARKING
AREA LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF
PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Items to be reviewed for the Regular Board meeting of January 14, 2019:
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with AECOM Technical Services, Inc. for the Centrifuge Building Improvements Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Newark Equalization Storage Facilities Project
 - ~~Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 2 with Brown and Caldwell for the Primary Digester No. 7 Project~~
 - Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VII from Nor-Cal Pipeline Services
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.

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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 Fernandez and Director Lathi

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

AGENDA

Friday, January 11, 2019

10:30 A.M.

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 Regular Board meeting of January 14, 2019:
 - October 2018 Monthly Operations Report – Odor and Work Group Reports
 - November 2018 Monthly Operations Report – Odor and Work Group Reports
 - Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8085 – Bayshores Phase 1, Located along Willow Street between Seawond Way and Central Avenue in the City of Newark
 - Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8186 – The Landing West, Located on Mission Boulevard at Catania Common in the City of Fremont
 - Receive Update on Capacity Charges for Accessory Dwelling Units and Provide Direction

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.

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THE PUBLIC IS INVITED TO ATTEND

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

LEGISLATIVE COMMITTEE MEETING

Committee Members: Director Fernandez and Director Lathi

AGENDA

Friday, January 11, 2019

11:00 A.M.

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 Regular Board meeting of January 14, 2019:
 - Legislative Update on State and National Issues of Interest to the Board
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.

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THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
December 10, 2018**

CALL TO ORDER

President Lathi called the special meeting to order at 6:00 p.m.

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge presented information regarding the NACWA Leadership Academy.

CLOSED SESSION

The Board adjourned to Closed Session for the following:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Vice President Fernandez and Secretary Toy
Unrepresented employee: General Manager

The Board reconvened to Open Session. President Lathi reported there was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 6:50 p.m. to the next Regular Board Meeting in the Boardroom on Monday, December 10, 2018, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 14th day of January, 2019

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
December 10, 2018**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Armando Lopez, Treatment and Disposal Services Manager
Sami Ghossain, Technical Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
James Schofield, Collection Services Manager
Laurie Brenner, Business Services Coach
Rich Czapkay, Collection Services Coach
Karoline Terrazas, Organizational Performance Manager
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITOR: Roelle Balan, Tri-City Voice Newspaper

APPROVE MINUTES OF THE REGULAR MEETING OF NOVEMBER 12, 2018

It was moved by Secretary Toy, seconded by Director Kite, to Approve the Minutes of the Regular Meeting of November 12, 2018. Motion carried unanimously.

APPROVE MINUTES OF THE SPECIAL MEETING OF NOVEMBER 26, 2018

It was moved by Vice President Fernandez, seconded by Secretary Toy, to Approve the Minutes of the Special Meeting of November 26, 2018. Motion carried unanimously.

BALANCED SCORECARD

- a. First Quarter Fiscal Year 2019 – Organizational Performance Manager Terrazas provided an overview of the first quarter Fiscal Year 2019 Balanced Scorecard included in the Board meeting packet.
- b. Balanced Scorecard for the Collection Services Work Group – Collection Services Manager Schofield presented the Fiscal Year 2019 First Quarter Balanced Scorecard for Collection Services included in the Board meeting packet. There were no Category 1 spills during the first quarter of FY19, Collections staff responded to 97.5% of trouble calls within one hour during the quarter, and 23.9% of planned preventative maintenance for the year was completed during the quarter.

WRITTEN COMMUNICATIONS

There were no written communications.

ORAL COMMUNICATIONS

There were no oral communications.

CONSIDER A RESOLUTION TO ADOPT THE FINAL MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR THE EMERGENCY OUTFALL IMPROVEMENTS PROJECT AND APPROVE THE EMERGENCY OUTFALL IMPROVEMENTS PROJECT AS DEFINED IN THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE PURPOSE OF FILING THE NOTICE OF DETERMINATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Project consists of raising the existing outfall pipeline and flap gate above high tide to avoid future maintenance issues, as well as to construct a new outfall concrete apron structure at the outlet of the raised pipeline. The Initial Study for the proposed Project concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. It was determined that a Mitigated Negative Declaration was appropriate for the Project. The Initial Study and Mitigated Negative Declaration was circulated to local and state agencies for review and a Public Hearing was held during the June 25, 2018, Board meeting to allow for public comment. Comments received were summarized in the Board meeting packet. Following adoption of the Final Mitigated Negative Declaration for the Project, staff will prepare and file the Notice of Determination with the Governor's Office of Planning and Research and the Alameda County Clerk. Staff recommended the Board consider a resolution to adopt the Final Mitigated Negative Declaration of environmental impacts and Mitigation Monitoring and Reporting Plan for the Emergency Outfall Improvements Project and approve the Project as defined in the Final Negative Declaration for the purpose of filing the Notice of Determination.

It was moved by Director Handley, seconded by Director Kite, to Adopt Resolution No. 2845 Adopting the Final Mitigated Negative Declaration of Environmental Impacts

and Mitigation Monitoring and Reporting Plan for the Emergency Outfall Improvements Project and Approve the Emergency Outfall Improvements Project as Defined in the Final Mitigated Negative Declaration for the Purpose of Filing the Notice of Determination. Motion carried unanimously.

CONSIDER A RESOLUTION TO ADOPT THE FINAL MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR THE PRIMARY DIGESTER NO. 7 PROJECT AND APPROVE THE PRIMARY DIGESTER NO. 7 PROJECT AS DEFINED IN THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE PURPOSE OF FILING THE NOTICE OF DETERMINATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Project was one of the outcomes of the Plant Solids System/Capacity Assessment – Phase 1 completed in November 2016. The Initial Study for the proposed Project concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. It was determined that a Mitigated Negative Declaration was appropriate for the Project. The Initial Study and Mitigated Negative Declaration was circulated to local and state agencies for review and a Public Hearing was held during the November 12, 2018, Board meeting to allow for public comment. Comments received were summarized in the Board meeting packet. Following adoption of the Final Mitigated Negative Declaration for the Project, staff will prepare and file the Notice of Determination with the Governor's Office of Planning and Research and the Alameda County Clerk. Staff recommended the Board consider a resolution to adopt the Final Mitigated Negative Declaration of environmental impacts and Mitigation Monitoring and Reporting Plan for the Primary Digester No. 7 Project and approve the Primary Digester No. 7 Project as defined in the Final Mitigated Negative Declaration for the purpose of filing the Notice of Determination.

It was moved by Vice President Fernandez, seconded by Director Kite, to Adopt Resolution No. 2846 Adopting the Final Mitigated Negative Declaration of Environmental Impacts and Mitigation Monitoring and Reporting Plan for the Primary Digester No. 7 Project and Approve the Primary Digester No. 7 Project as Defined in the Final Mitigated Negative Declaration for the Purpose of Filing the Notice of Determination. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 1 WITH HAZEN AND SAWYER FOR THE SECONDARY TREATMENT PROCESS IMPROVEMENTS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated preliminary results of the Plant Master Plan and Effluent Management Study identified two potential secondary improvement alternatives to the liquids processes of the Plant: conventional activated sludge and membrane bioreactor (MBR). Hazen and Sawyer presented staff with an alternate approach that further optimizes current secondary treatment processes and leverages use of existing infrastructure. The improvements proposed by Hazen could minimize overall project costs and/or extend project costs over a longer period. The Board

authorized an Agreement and Task Order No. 1 on July 23, 2018, to have Hazen validate the feasibility of their approach. Hazen presented their findings to staff and recommended near-term improvements. Amendment No. 1 to Task Order No. 2 will include further development of the two secondary improvement alternatives as well as further refinements and assessments to provide the District with enough information to make an informed decision before selecting the best site-specific alternative. Staff recommended the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$387,908 for the Secondary Treatment Process Improvements Project.

It was moved by Director Handley, seconded by Vice President Fernandez, to Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the Amount of \$387,908 for the Secondary Treatment Process Improvements Project. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 4 TO TASK ORDER NO. 1 WITH RMC WATER AND ENVIRONMENT FOR THE PLANT MASTER PLAN

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board authorized an Agreement and Task Order No. 1 with RMC Water and Environment (RMC) for the Plant Master Plan on December 12, 2016. The purpose of Amendment No. 4 to Task Order No. 1 will be for RMC to further develop the two secondary treatment alternatives, conventional activated sludge and MBR, by integrating Hazen's findings into the Plant Master Plan. Staff recommended the Board authorize the General Manager to execute Amendment No. 4 to Task Order No. 1 with RMC Water and Environment in the amount of \$141,861 for the Plant Master Plan.

It was moved by Vice President Fernandez, seconded by Director Kite, to Authorize the General Manager to Execute Amendment No. 4 to Task Order No. 1 with RMC Water and Environment in the Amount of \$141,861 for the Plant Master Plan. Motion carried unanimously.

INFORMATION ITEMS:

Collection Services Closed-Circuit Television Camera Operations and Maintenance

This item was reviewed by the Engineering and Information Technology Committee. Collection Services Coach Czapkay stated staff prepared this informational staff report to provide a brief overview of the District's Closed-Circuit Television (CCTV) inspection program. The District has been performing CCTV inspections of its sewer mains for over 40 years to identify preventive maintenance issues, locate structural issues, and inspect new developments to ensure they met District standards. The largest portion of CCTV inspections are part of the District's Preventive Maintenance Program, and the information gathered is used to identify defects and maintenance issues. All District staff operating a CCTV unit are certified through the National Association of Sewer Service Companies Pipeline Assessment Certification Program that is the industry standard for pipeline condition assessment. The District owns and maintains two trucks dedicated to

the CCTV inspection program. These inspections require high-tech equipment to operate in a harsh environment that requires the equipment be repaired frequently. In an effort to reduce equipment maintenance costs, District staff created an on-site work station to repair cameras and transporters on site rather than shipping them out. The Board expressed interest in viewing a CCTV demonstration in the future.

Legislative Update on Regional Issues of Interest to the Board

This item was reviewed by the Legislative Committee. General Manager Eldredge provided an overview of the regional legislative summaries included in the Board meeting packet.

Fiscal Year 2019 – 2022 Strategic Plan

Business Services Coach Brenner presented the Fiscal Year 2019 – 2022 Strategic Plan and reviewed the development timeline for the Strategic Plan included in the Board meeting packet.

Check Register

Staff answered Board questions regarding the Check Register.

COMMITTEE MEETING REPORTS:

The Legislative, Engineering and Information Technology, and Legal/Community Affairs Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- The Board was invited to attend the Annual Holiday Potluck on December 13, 2018.
- The Regular Board meeting scheduled for Monday, December 24, 2018, was canceled due to the District offices closure in observance of the Christmas Eve holiday.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 8:06 p.m. to the next Regular Meeting in the Boardroom on Monday, January 14, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 14th day of January 2019



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: January 7, 2019

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 6 – Regular Meeting of January 14, 2019
Information Item: **Monthly Operations Report for October 2018**

Background

Attached are Monthly Operations Reports for October 2018. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

ODOR COMPLAINTS:

During the month of October 2018, there were two odor complaints received by the Collection System. Details regarding the odor complaints were included in the October 2018 Odor Report.

SAFETY:

- There were two minor injuries, both employees declined medical treatment.
- With the death of one of our employees, we monitored the impact on our employees.
- We had a minor vehicle accident where our vehicle mirror hit the mirror of a parked truck.
- The Safety Survey data was placed on the portal for all teams to review.

STAFFING & PERSONNEL:

Other Completed Recruitments:

- Assistant/Associate Engineer – Somporn Boonsalat started 10/29/18.

Recruitments Opened:

- Collection System Worker I (replacement for Steve Novak – Temporary Reassignment)
- Collection System Lead or Acting Pool Worker – (Matt Lubina – promotion)

Continuing Recruitments:

- Collection Services Mechanic II (replacement for Jose Ledesma retirement).
- Organizational Performance Coordinator I/II (consolidation of two prior positions).

Separations:

- Brienne Estrada, Receptionist – probationary termination.
- Paul Johnson, Storekeeper II – deceased.

Other Accomplishments:

- Grief Counselor brought on-site to assist employees with Paul Johnson's unexpected passing.
- Contract negotiations on-going.
- Medical Open Enrollment ran 9/10/18 – 10/5/18.
- Information session for possible new Leadership School cohort was held.
- HR Analyst attended NeoGov (Recruiting Software vendor) Conference.

G.M. ACTIVITIES: For the month of October, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) Managers Advisory Committee meeting
- Attended the East Bay Dischargers Authority Meeting
- Participated in Investment Management interviews
- Participated in EBDA JPA discussions
- Attended the Union City State of the City Luncheon
- Attended the Annual Employee Recognition Event
- Attended two General Manager Performance Evaluation Closed Session Meetings
- Attended the Labor Negotiations Closed Session

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT October 2018

During the recording period from October 01, 2018 through October 31, 2018, there were two odor related service requests received by the District.

City: Newark

1. Complaint Details:

Date: 10/21/2018
Location: CAMBRIDGE CT
Wind (from): South
Temperature: 63 Degrees F

Time: 1:40 pm
Reported By: Peter
Wind Speed: 8 mph
Weather: Sunny

Response and Follow-up:

We inspected our sewer mains and city storm drains adjacent to the residence. We did find sewer odor coming from a trunk line in front of the residence. The Gastec readings were 1% LEL. We plugged the pick holes in the manhole lid and called the MTV Coach. We let the resident know we had plugged the holes in the manhole lid as a temporary fix. We've handed off this issue to the Environmental Compliance team for further investigation.

City: Union City

2. Complaint Details:

Date: 10/18/2018
Location: JONATHAN WY
Wind (from): East
Temperature: 58 Degrees F

Time: 9:42 pm
Reported By: Carrie
Wind Speed: 1 mph
Weather: Clear

Response and Follow-up:

We inspected our sewer mains, city storm drains, garbage/recycle cans and found no odor coming from them. We found no odor emanating from any of them. However, we did find street sweeper tracks leading to a pile of debris that was giving off an odor. We did attempt to contact the city but was unable to contact anyone, so I left a message. We relayed our findings to the reporting party and suggest they call the city offices to ask them re-clean the street and remove the debris.



Legend

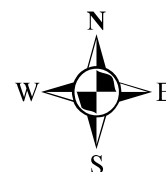
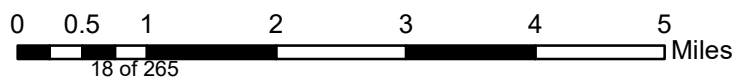
Odor Complaints: October 2018

- ★ Odor found, USD resolved (1)
- Odor found, not related to USD (1)
- ▲ No odor found (0)

Odor Complaints: Nov. 2017 to Sep. 2018

- ★ Odor found, USD resolved (3)
- Odor found, not related to USD (6)
- ▲ No odor found (17)

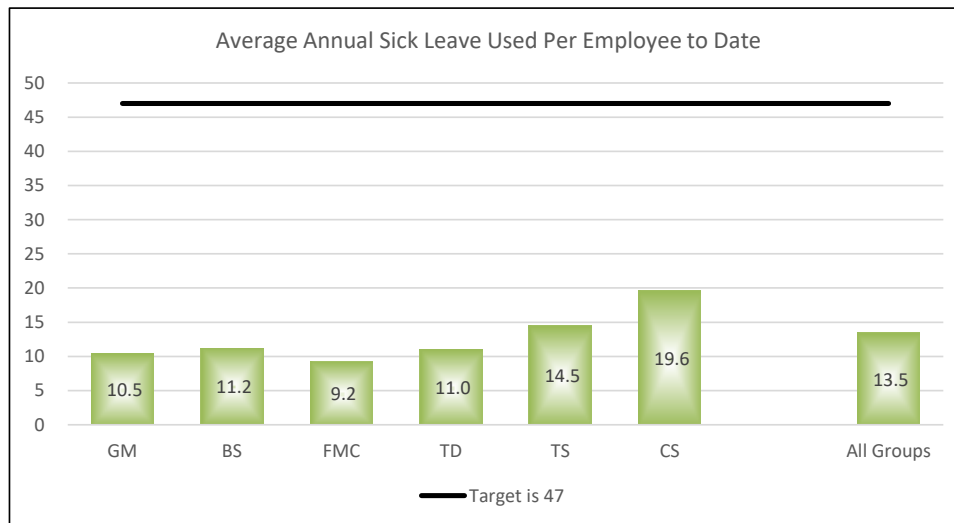
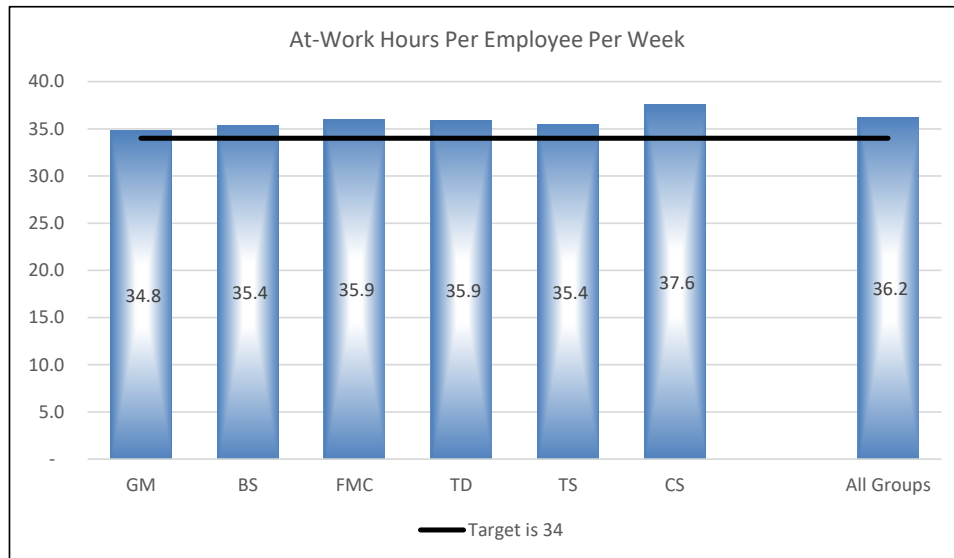
Location of Odor Reports November 2017 to October 2018



HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 24, 2018 through October 26, 2018

Weeks to Date: 18 out of 52 (34.62%)



NOTES

- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year; with 20 vacation days, 34.2 hours per week.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 24, 2018 through October 26, 2018

Weeks to Date: 18 out of 52 (34.62%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS				Average Annual Sick Leave Used Per Employee To Date	FY18		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	1,214.00	19.00	34.8	205.00	-	-	21.00	10.5	2	35.9	18.5
BS	16	10,016.25	17.75	35.4	1,155.50	9.00	-	179.25	11.2	20	35.4	41.0
FMC	28	17,506.75	320.92	35.9	2,376.75	-	18.50	258.00	9.2	23	34.2	43.9
TD	26	16,253.42	282.83	35.9	2,077.68	12.38	-	286.37	11.0	26	35.4	61.5
TS	32	20,001.94	71.33	35.4	2,423.31	-	-	462.75	14.5	31	35.4	48.7
CS	30	18,617.86	1,348.18	37.6	2,546.00	170.54	-	588.10	19.6	31	35.2	56.0
All Groups	134	83,939.72	2,060.01	36.2	10,784.24	191.92	18.50	1,802.97	13.5	133	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of **34.9** hours per week over the course of a year;

with 20 vacation days, **34.2** hours per week.

BUDGET AND FINANCE REPORT

FY 2019

Year-to-date as of 10/31/18

33% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/18
Capacity Fees	\$ 16,211,521	\$ 8,217,503	51%	\$ 23,623,947
Sewer Service Charges	57,016,142	725,117	1%	54,260,096
Operating (Work Groups)	1,326,550	423,004	32%	1,512,908
Interest	650,000	768,981	118%	1,436,168
Misc. (LAVWMA, Admin Fines, Forfeited Deposits)	250,000	862,758	345%	118,962
Subtotal Revenues	<u>\$ 75,454,213</u>	<u>\$ 10,997,362</u>	<u>15%</u>	<u>\$ 80,952,081</u>
SRF Loan Proceeds	-	-		456,642
Total Revenues + SRF Proceeds	\$ 75,454,213	\$ 10,997,362	15%	\$ 81,408,723

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 3,150,000	\$ 372,138	12%	\$ 2,555,801
Renewal & Repl. Proj.	6,142,500	1,008,485	16%	5,149,632
Operating	39,162,656	11,360,143	29%	38,749,578
Special Projects	1,410,000	175,606	12%	914,943
Retiree Medical (ADC)	626,089	220,133	35%	514,807
Vehicle & Equipment	660,201	610,397	92%	552,020
Information Systems	712,300	287,587	40%	154,654
Plant & Pump Stat. R&R	500,000	101,482	20%	219,622
Emerg. Fund	-	-	0%	-
Pretreatment Fund	7,000	-	0%	2,076
Cty Fee for SSC Admin.	107,000	-	0%	107,581
Debt Servicing:				
SRF Loans	3,902,080	1,319,228	34%	4,282,954
Total Expenses	<u>\$ 56,379,826</u>	<u>\$ 15,455,198</u>	<u>27%</u>	<u>\$ 53,203,669</u>
Total Revenue & Proceeds less Expenses	\$ 19,074,387	\$ (4,457,835)		28,205,054

Operating (Work Group) Expenses

	Budget	Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 179,111	\$ 43,785	24%	\$ 138,798
General Manager/Admin.	1,043,506	233,751	22%	817,042
Business Services	3,762,036	1,006,360	27%	5,039,969
Collection Services	6,888,191	2,102,561	31%	7,208,772
Technical Services	6,347,451	2,028,706	32%	6,690,818
Treatment & Disposal Services	12,025,839	3,381,195	28%	11,569,991
Fabrication, Maint. & Construction	8,264,514	2,383,858	29%	6,753,251
Non-Departmental	652,008	179,926	28%	530,937
Total	<u>\$ 39,162,656</u>	<u>\$ 11,360,143</u>	<u>29%</u>	<u>\$ 38,749,578</u>

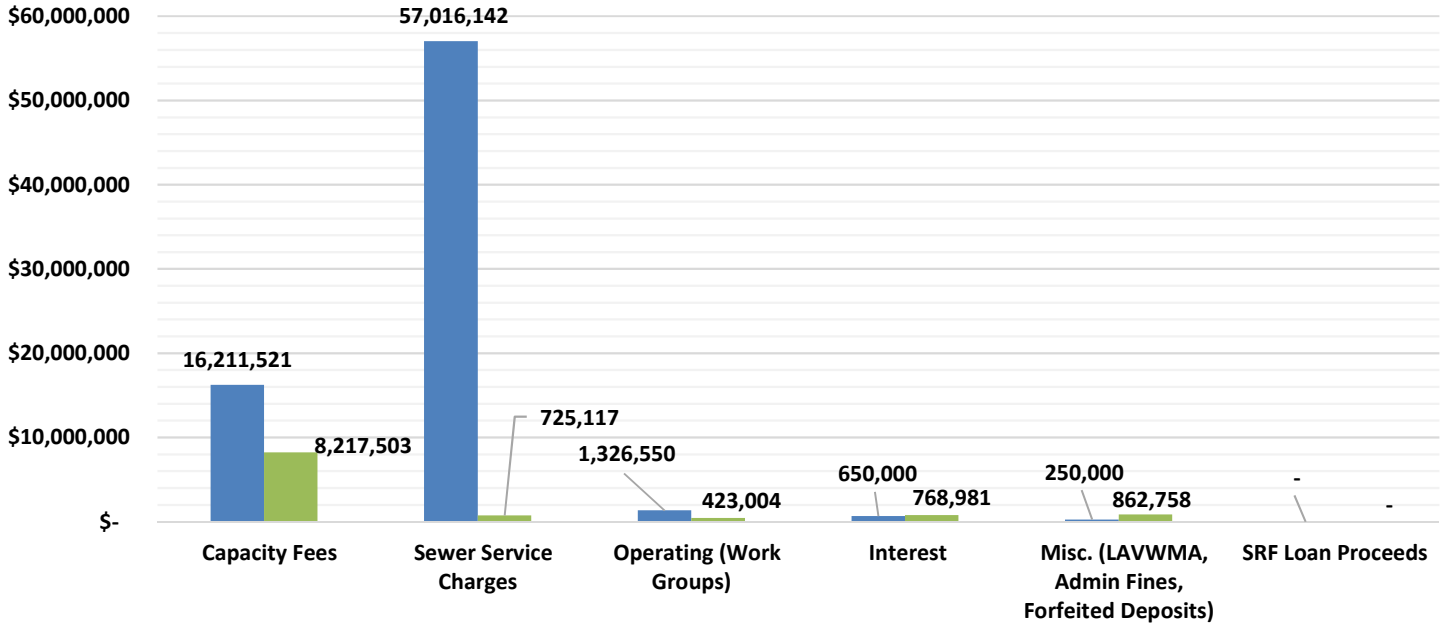
Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 26,614,085	\$ 8,369,928	31%	\$ 28,073,162
Repairs & Maintenance	2,256,450	523,596	23%	2,166,967
Supplies & Matls (chemicals, small tools)	3,182,740	776,003	24%	2,398,715
Outside Services (utilities, biosolids, legal)	6,764,691	1,657,169	24%	5,942,890
Fixed Assets	344,690	33,447	10%	167,845
Total	<u>\$ 39,162,656</u>	<u>\$ 11,360,143</u>	<u>29%</u>	<u>\$ 38,749,578</u>

REVENUES AND EXPENSES REPORT
as of 10/31/18

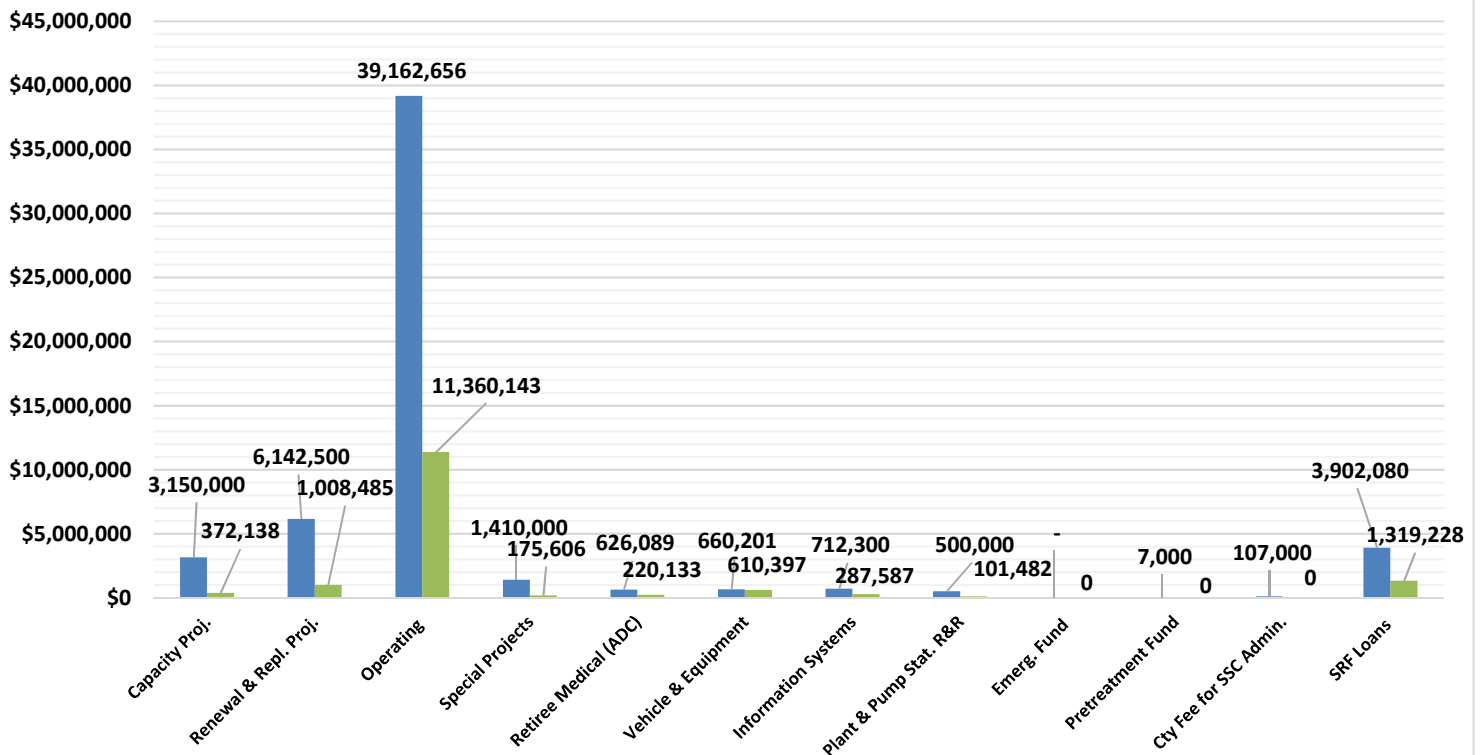
Total Revenues

■ Budget ■ Actual



Total Expenses

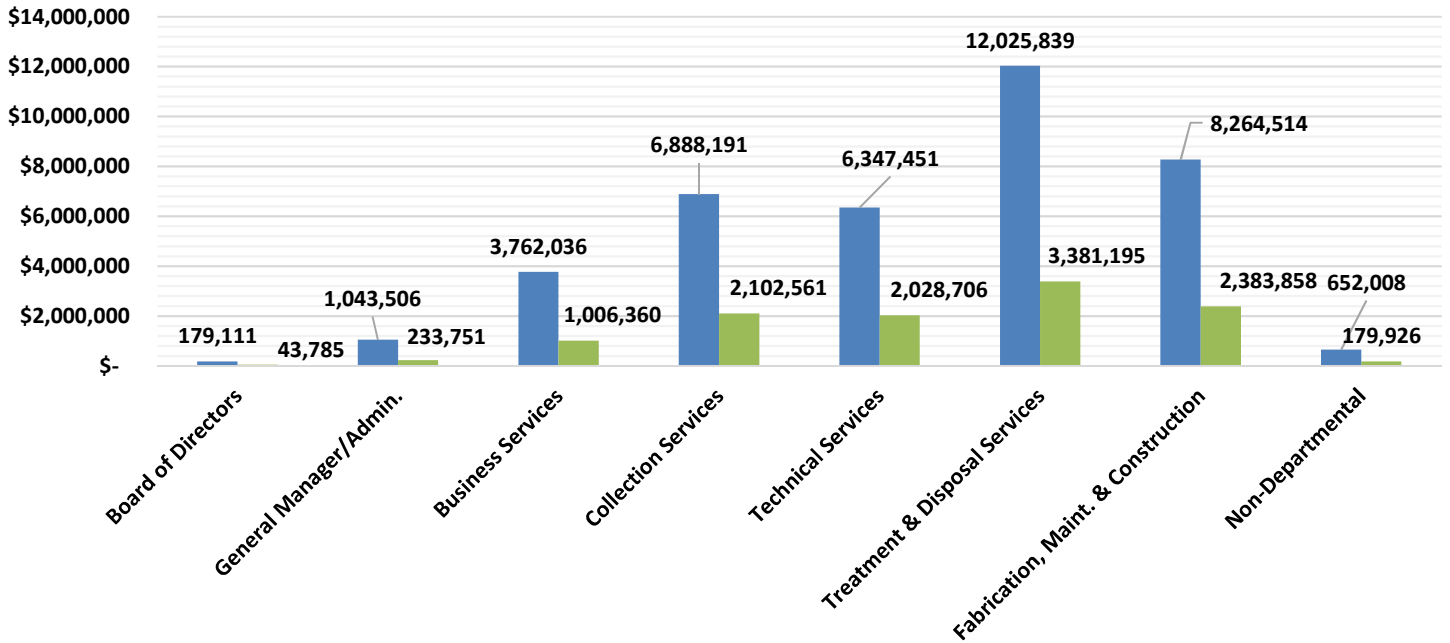
■ Budget ■ Actual



REVENUES AND EXPENSES REPORT
as of 10/31/18

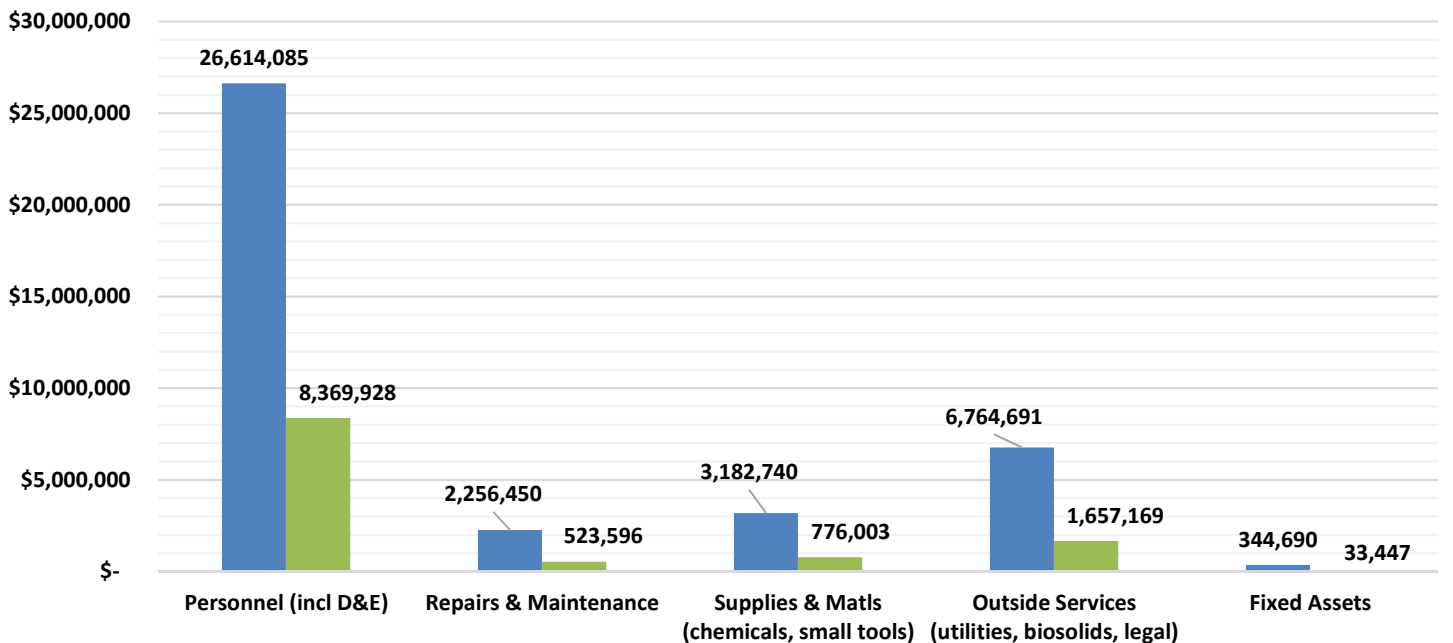
Operating Expenses by Work Group

■ Budget ■ Actual



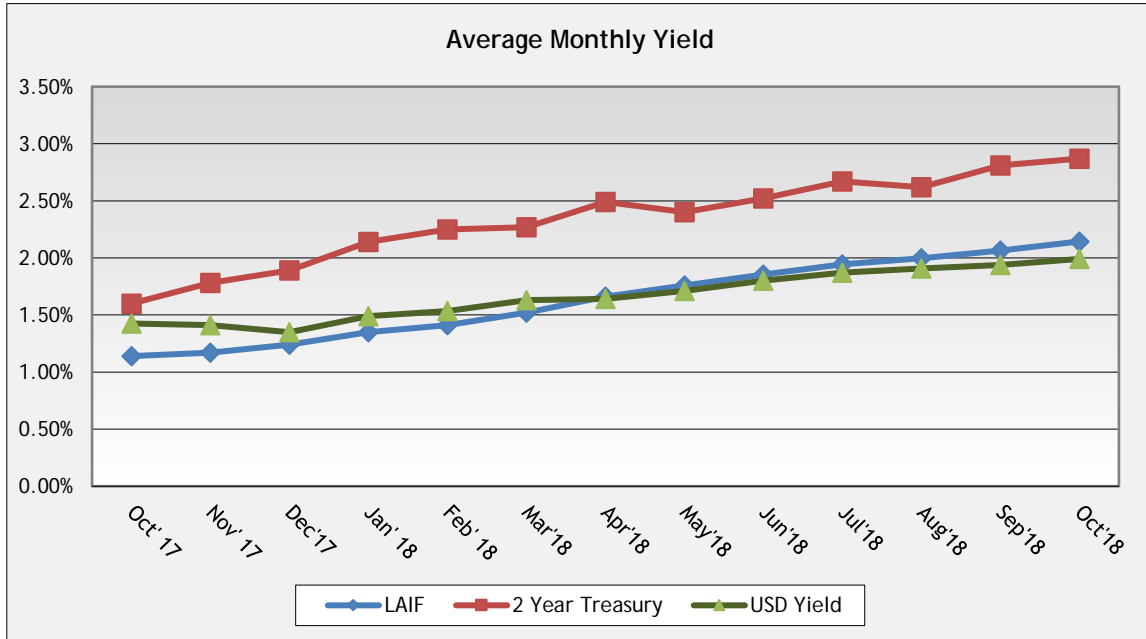
Operating Expenses by Type

■ Budget ■ Actual

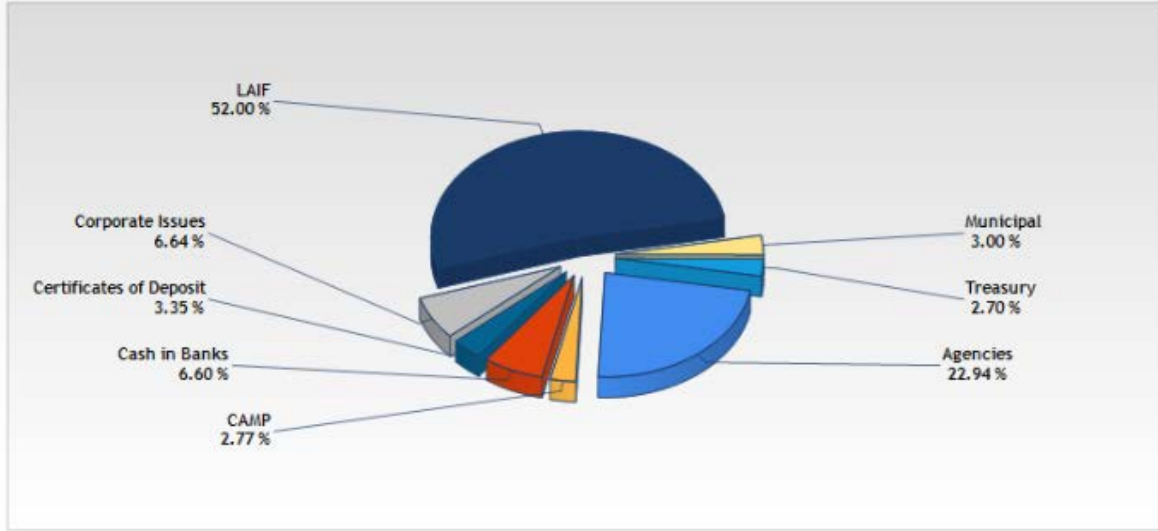


**Business Services Group
October 2018**

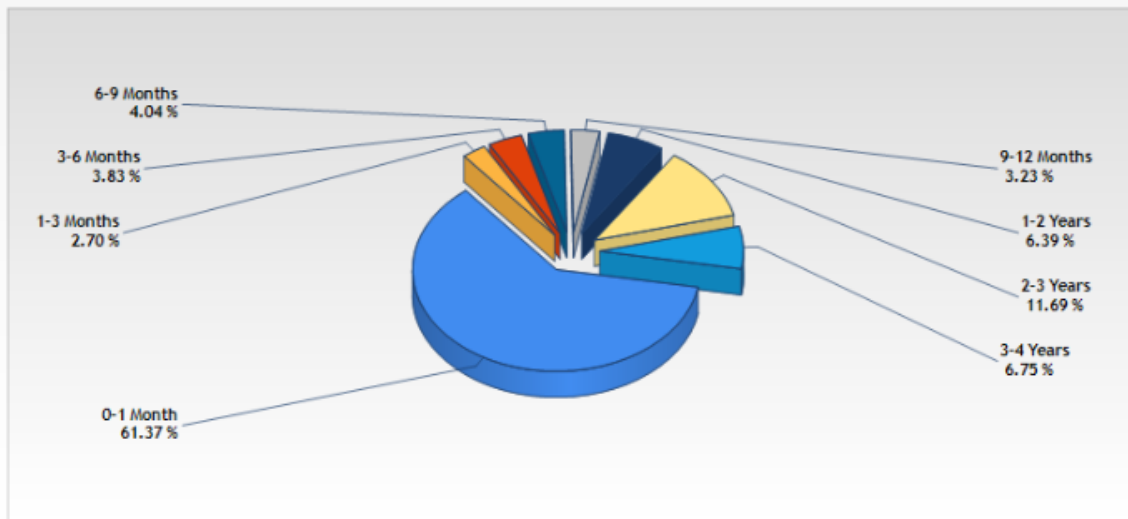
Performance Measures for the USD Investment Portfolio



Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	68,211,812.67	2.114	68,211,812.67	1	61.37	68,211,812.67	68,211,812.67	0.00
1-3 Months	3,000,000.00	1.285	2,999,100.00	62	2.70	2,994,850.00	2,999,895.00	0.17
3-6 Months	4,248,000.00	1.272	4,257,920.00	143	3.83	4,230,572.15	4,249,718.90	0.39
6-9 Months	4,498,000.00	1.229	4,494,560.00	219	4.04	4,461,955.77	4,497,268.37	0.60
9-12 Months	3,578,000.00	1.548	3,584,650.00	327	3.23	3,539,895.04	3,580,063.33	0.89
1-2 Years	6,906,000.00	1.898	7,102,901.85	519	6.39	6,879,809.25	6,988,796.10	1.39
2-3 Years	12,997,000.00	2.000	12,991,792.28	912	11.69	12,658,468.26	12,998,546.25	2.44
3-4 Years	7,483,000.00	2.303	7,506,279.67	1,202	6.75	7,260,383.11	7,499,167.74	3.17
TOTAL / AVERAGE	110,921,812.67	1.991	111,149,016.47	248	100	110,237,746.25	111,025,268.36	0.66

Union Sanitary District
 Portfolio Holdings
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Cost Value
 Portfolio / Report Group: All Portfolios
 As of 10/31/2018

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 1.17 5/16/2019-17	3133EF7L5	Moodys-Aaa	5/16/2016	1,000,000.00	1,000,000.00	1.170	992,910.00	1.170		5/16/2019	0.90
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	984,890.00	1.360		11/25/2019	0.90
FFCB 1.35 6/24/2019	3133EEZ60	Moodys-Aaa	5/24/2017	1,000,000.00	1,003,480.00	1.350	993,360.00	1.180		6/24/2019	0.90
FFCB 1.37 12/27/2018-17	3133EGZ24	None	12/27/2016	1,000,000.00	1,000,000.00	1.370	998,630.00	1.370		12/27/2018	0.90
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	983,460.00	1.590		3/23/2020	0.90
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	968,980.00	1.700		5/3/2021	0.90
FHLB 1.24 1/23/2019-18	3130AAN20	Moodys-Aaa	2/2/2017	1,000,000.00	999,100.00	1.240	997,410.00	1.286		1/23/2019	0.90
FHLB 1.375 2/28/2019-17	3130ABEH5	Moodys-Aaa	5/30/2017	1,000,000.00	1,000,000.00	1.375	996,650.00	1.375		2/28/2019	0.90
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	975,370.00	1.930		12/21/2020	0.90
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	967,030.00	2.000	4/26/2019	10/26/2021	0.90
FHLB 2.05 12/29/2021-17	3130AAET1	Moodys-Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	968,370.00	2.050	12/29/2018	12/29/2021	0.90
FHLB 2.4 12/22/2021-17	3130AAHC5	None	12/22/2016	1,000,000.00	1,000,000.00	2.400	975,100.00	2.400		12/22/2021	0.90
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	988,720.00	2.114	1/28/2019	4/28/2021	0.90
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	980,970.00	2.021		4/28/2021	0.90
FHLMC 1.2 12/14/2018-17	3134GAZU1	None	12/14/2016	1,000,000.00	1,000,000.00	1.200	998,810.00	1.200		12/14/2018	0.90
	3134G8XQ7		4/28/2016	1,000,000.00	1,000,000.00	1.250	984,990.00	1.250		10/28/2019	0.90

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
FHLMC 1.25 10/28/2019-17		Moody's-Aaa									
FHLMC 1.4 6/14/2019-17	3134GBRH7	Moody's-Aaa	6/14/2017	1,000,000.00	1,000,000.00	1.400	992,560.00	1.400		6/14/2019	0.90
FHLMC 1.41 4/26/2019-18	3134GBEG3	None	4/26/2017	1,000,000.00	1,000,000.00	1.410	994,420.00	1.410		4/26/2019	0.90
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	985,080.00	1.500	12/30/2018	12/30/2019	0.90
FHLMC 1.5 9/9/2019-18	3134GA7A6	Moody's-Aaa	5/10/2017	1,000,000.00	1,000,000.00	1.500	989,680.00	1.500		9/9/2019	0.90
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	965,860.00	2.000	12/30/2018	12/30/2021	0.90
FHLMC Step 4/28/2021-16	3134G8VZ9	Moody's-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,446,500.00	2.116		4/28/2021	2.25
FHLMC Step 4/28/2021-16	3134G8Z28	Moody's-Aaa	5/10/2016	1,000,000.00	999,500.00	1.500	981,510.00	2.044	1/28/2019	4/28/2021	0.90
FNMA 1.5 6/16/2021-16	3136G3QX6	Moody's-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	958,320.00	1.604	12/16/2018	6/16/2021	0.90
Sub Total / Average				25,500,000.00	25,495,030.00	1.548	25,069,580.00	1.676			22.94
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	3,082,293.98	3,082,293.98	2.270	3,082,293.98	2.270	N/A	N/A	2.77
Sub Total / Average				3,082,293.98	3,082,293.98	2.270	3,082,293.98	2.270			2.77
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	7,336,107.83	7,336,107.83	1.810	7,336,107.83	1.810	N/A	N/A	6.60
Sub Total / Average				7,336,107.83	7,336,107.83	1.810	7,336,107.83	1.810			6.60
Certificates of Deposit											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	243,896.64	1.350		10/28/2019	0.22
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	241,579.78	2.450		4/5/2022	0.22
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	240,219.17	2.150		3/22/2022	0.22
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	239,314.30	2.150		3/10/2022	0.22
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	240,418.22	1.500		10/26/2020	0.22
Comenity Capital 1.25 4/11/2019	20033ASR8	None	10/25/2016	248,000.00	248,000.00	1.250	246,382.15	1.250		4/11/2019	0.22

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	240,499.01	2.250		12/29/2021	0.22
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	None	7/15/2016	249,000.00	249,000.00	1.100	245,878.11	1.100		7/15/2019	0.22
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	243,840.05	1.750		5/29/2020	0.22
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	242,249.77	2.100	12/27/2018	3/29/2021	0.22
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	241,233.49	1.850		5/28/2021	0.22
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	240,340.31	2.250		1/26/2022	0.22
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	243,451.78	1.650		5/29/2020	0.22
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	240,570.54	2.300		2/24/2022	0.22
Wells Fargo Bank 1.15 7/22/2019	9497486R3	None	7/20/2016	249,000.00	249,000.00	1.150	245,877.66	1.150		7/22/2019	0.22
Sub Total / Average				3,720,000.00	3,720,000.00	1.816	3,635,750.98	1.816			3.35

Corporate Issues

American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	969,620.00	2.406		3/3/2022	0.91
Barclays Bank PLC Step 4/26/2022-17	06741VR95	Moodys-A1	4/26/2017	1,000,000.00	1,000,000.00	2.750	964,440.00	3.093	4/26/2019	4/26/2022	0.90
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	970,720.00	2.113		5/16/2021	0.90
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,151,729.20	2.004		11/15/2019	1.05
GE Capital International 2.04 11/15/2020	36164QMS4	S&P-AA	3/10/2017	1,000,000.00	1,010,642.28	2.040	970,220.00	1.738		11/15/2020	0.91
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,046,940.00	2.500		8/24/2020	1.97
Sub Total / Average				7,160,000.00	7,382,373.80	3.101	7,073,669.20	2.332			6.64

LAIF

LAIF LGIP	LGIP1002	None	4/30/2011	57,793,410.86	57,793,410.86	2.144	57,793,410.86	2.144	N/A	N/A	52.00
Sub Total / Average				57,793,410.86	57,793,410.86	2.144	57,793,410.86	2.144			52.00

Municipal

City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	484,875.00	2.125		6/1/2021	0.45
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Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
La Qunita Redev Agency 2.034 9/1/2019	50420BCH3	S&P-AA-	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,321,328.40	1.843		9/1/2019	1.20
State of California 2.152 4/1/2022	13063DAD0	Moody's-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	974,470.00	1.938		4/1/2022	0.91
Victor Valley College General Obligation Bond 2.35	92603PER9	Moody's-Aa2	12/28/2016	500,000.00	490,150.00	2.350	481,770.00	2.811		8/1/2021	0.44
Sub Total / Average				3,330,000.00	3,336,800.00	2.130	3,262,443.40	2.056			3.00
Treasury											
T-Note 0.875 5/15/2019	912828R44	None	4/26/2017	1,000,000.00	993,080.00	0.875	991,370.00	1.217		5/15/2019	0.89
T-Note 1.283 3/31/2019	912828SN1	None	2/22/2017	1,000,000.00	1,004,480.00	1.283	996,090.00	1.067		3/31/2019	0.90
T-Note 1.5 2/28/2019	912828C24	None	1/9/2017	1,000,000.00	1,005,440.00	1.500	997,030.00	1.241		2/28/2019	0.90
Sub Total / Average				3,000,000.00	3,003,000.00	1.221	2,984,490.00	1.175			2.70
Total / Average				110,921,812.67	111,149,016.47	2.016	110,237,746.25	1.991			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements. Broker/Dealers: BOSC, Inc.; Cantella & Co.; First Empire Securities; Ladenburg, Thalman & Co, Inc.; UBS Financial Services; Wells Fargo Securities.

Reviewer:

Approver:

Union Sanitary District
 Transactions Summary
 Board Report - Activity
 Group By: Action
 Portfolio / Report Group: All Portfolios
 Begin Date: 09/30/2018, End Date: 10/31/2018

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Deposit								
CAMP LGIP	LGIP4000	5,939.29	5,939.29	0.00	N/A	0.000	10/31/2018	5,939.29
LAIF LGIP	LGIP1002	329,499.88	329,499.88	0.00	N/A	0.000	10/15/2018	329,499.88
Union Bank Cash	LGIPUNIONBANK	7,336,107.83	7,336,107.83	0.00	N/A	0.000	10/31/2018	7,336,107.83
Sub Total / Average		7,671,547.00	7,671,547.00	0.00				7,671,547.00
Interest								
Ally Bank 1.35 10/28/2019	02006LQ48	0.00	0.00	1,678.59	1.350	0.000	10/29/2018	1,678.59
American Expr Centurion 2.45 4/5/2022	02587DN38	0.00	0.00	3,034.04	2.450	0.000	10/5/2018	3,034.04
Barclays Bank PLC Step 4/26/2022-17	06741VR95	0.00	0.00	12,500.00	2.000	0.000	10/26/2018	12,500.00
CAMP LGIP	LGIP4000	0.00	0.00	5,939.29	N/A	0.000	10/31/2018	5,939.29
Capital One Bank 1.5 10/26/2020	140420L99	0.00	0.00	1,865.10	1.500	0.000	10/26/2018	1,865.10
Comenity Capital 1.25 4/11/2019	20033ASR8	0.00	0.00	254.79	1.250	0.000	10/11/2018	254.79
FHLB 2 10/26/2021-19	3130AB3D6	0.00	0.00	10,000.00	2.000	0.000	10/26/2018	10,000.00
FHLB Step 4/28/2021-16	3130A7QX6	0.00	0.00	7,500.00	1.250	0.000	10/29/2018	7,500.00
FHLB Step 4/28/2021-16	3130A7PR0	0.00	0.00	7,500.00	1.000	0.000	10/29/2018	7,500.00
FHLMC 1.25 10/28/2019-17	3134G8XQ7	0.00	0.00	6,250.00	1.250	0.000	10/29/2018	6,250.00
FHLMC 1.41 4/26/2019-18	3134GBEG3	0.00	0.00	7,050.00	1.410	0.000	10/26/2018	7,050.00
FHLMC Step 4/28/2021-16	3134G8VZ9	0.00	0.00	17,187.50	1.250	0.000	10/29/2018	17,187.50
FHLMC Step 4/28/2021-16	3134G8Z28	0.00	0.00	5,625.00	1.125	0.000	10/29/2018	5,625.00
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	0.00	0.00	690.38	1.100	0.000	10/15/2018	690.38
LAIF LGIP	LGIP1002	0.00	0.00	329,499.88	N/A	0.000	10/15/2018	329,499.88
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	358.15	1.750	0.000	10/30/2018	358.15
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	370.09	1.750	0.000	10/1/2018	370.09
Landmark Bank 2.1 3/29/2021-17	51506VCA9	0.00	0.00	1,312.70	2.100	0.000	10/1/2018	1,312.70
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	391.24	1.850	0.000	10/31/2018	391.24
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	378.62	1.850	0.000	10/1/2018	378.62

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
State of California 2.152 4/1/2022	13063DAD0	0.00	0.00	11,835.00	2.152	0.000	10/1/2018	11,835.00
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	348.94	1.650	0.000	10/31/2018	348.94
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	337.68	1.650	0.000	10/1/2018	337.68
T-Note 1.283 3/31/2019	912828SN1	0.00	0.00	7,500.00	1.283	0.000	10/1/2018	7,500.00
Wells Fargo Bank 1.15 7/22/2019	9497486R3	0.00	0.00	235.36	1.150	0.000	10/22/2018	235.36
Sub Total / Average		0.00	0.00	439,642.35				439,642.35
Withdraw								
Union Bank Cash	LGIPUNIONBANK	9,245,543.76	9,245,543.76	0.00	N/A	0.000	10/30/2018	9,245,543.76
Sub Total / Average		9,245,543.76	9,245,543.76	0.00				9,245,543.76

<p>MONTHLY OPERATIONS REPORT FOR THE MONTH OF OCTOBER 2018</p> <p>TECHNICAL SUPPORT WORK GROUP SUMMARY</p>
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Capital Improvement Program

Fremont and Paseo Padre Lift Stations Improvements Project – Project closeout and punch list work.

Sludge Degritter System Project – The degritter performance re-test was unsuccessful. The manufacturer has proposed replacement of the Slurry cup component of the degritter equipment.

Newark Pump Station Wet Well Improvements – Project was accepted at the October 8th Board meeting.

Primary Digester No. 3 Rehabilitation Project – Coatings work within Primary Digester No. 3 is in progress. Mixing pipe replacement at Primary Digester No. 3 has begun.

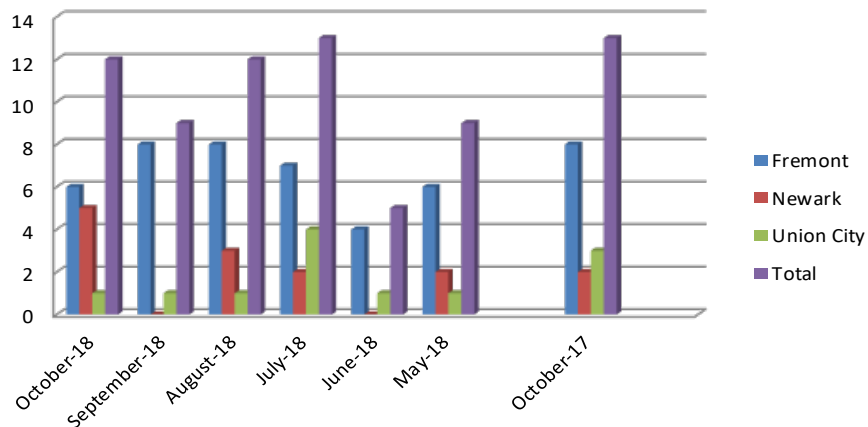
Force Main Corrosion Repairs Project Phase 2 – Project was accepted at the October 8th Board meeting.

Cast Iron/Piping Lining Project Phase 7 – All full length CIPP liners have been installed. Sectional liner repair and lateral sealing systems were scheduled for the first week of November.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

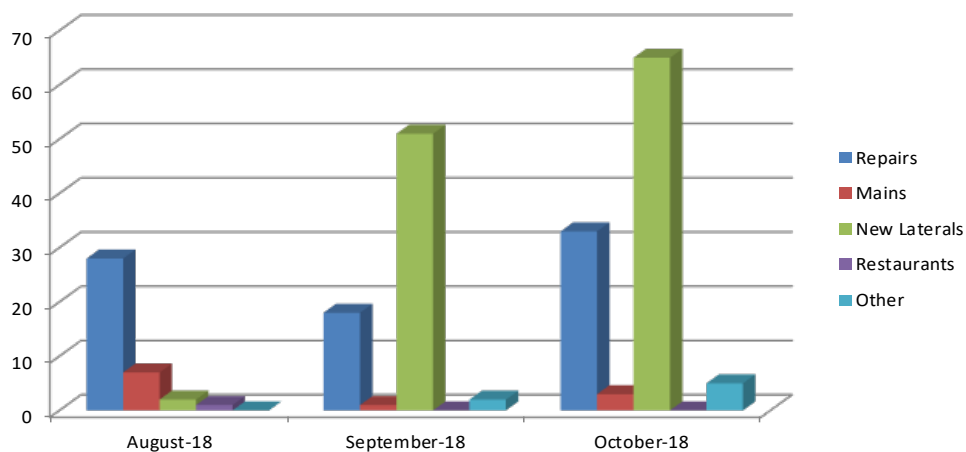
Month	Fremont	Newark	Union City	Total
October-18	6	5	1	12
September-18	8	0	1	9
August-18	8	3	1	12
July-18	7	2	4	13
June-18	4	0	1	5
May-18	6	2	1	9
October-17	8	2	3	13
6-Month Total				60



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
October-18	33	3	65	0	5
September-18	18	1	51	0	2
August-18	28	7	2	1	0

New Laterals - New residential lateral connections
Other - Non-residential construction (except restaurants)



Communication

- Social Media posts:
 - Science in the Park event
 - Water Professionals Appreciation Week
 - Goats grooming Alameda Creek
 - City of Fremont Green City w/ photo of Irvington Pump Station Solar Array
 - Collection System Work recruitment
 - Treatment Plant Tour announcement
 - Wipes Clog Pipes – Charleston Water System
 - Happy Halloween with message to keep pumpkin leftovers out of household drains
- USD Centennial Stories Article in Tri-City Voice: Modern Challenges for the Wastewater Industry
- Continued activities regarding District Branding initiative
- Participated in Chamber of Commerce Board activities as Director and Past-President

Environmental Compliance

Pollution Prevention/Stormwater Programs

USD's Environmental Compliance (EC) team conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont's Environmental Services group. Over 600 Stormwater compliance inspections are conducted every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

During the past month, the EC team conducted 106 Stormwater (Urban Runoff), and 71 FOG (restaurant) inspections. During this reporting period, Inspectors identified 29 Stormwater and 18 FOG enforcement actions. Eighteen (18) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. One (1) of the two (2) illicit discharges resulted in administrative fines, and 16 were for repeated violations.

Urban Runoff Inspections and Enforcements

October 2018	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	
	106	6	0	6	18	0	29	% enforcement	27%

FOG Inspections and Enforcements

October 2018	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% Enforcement	25%
	71	6	11	1	0	0	18		

Enforcements:

VW – Verbal Warning

AF – Administrative Fine

AO – Administrative Order

WL – Warning Letter

LA – Legal Action

C&D – Cease & Desist Order

NOV – Notices of Violation

NOD – Notice of Deficiency

SNC – Significant Non-Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
21	6	None

Industrial Pretreatment

The Industrial Pretreatment program has pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
N7K Neuralink	
Silicon Valley RO/DI Services	

Permits Issued

Company Name	Date Permit Issued
Air Liquide Advanced Materials (From Class 2 to Class 1c)	October 15, 2018
Raxium	October 28, 2018
FMC Corporation #2	October 11, 2018

Industrial Permit Closures

Company Name	Date of Closure
None	

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

Report Name	Date Report Completed and Submitted
City of Fremont FY 19 – 1 st Quarter Billing	October 16, 2018

Enforcement Action

IU Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforcement (1)
None						

(1) WL – Warning Letter

C&D – Cease and Desist Order

NOV – Notices of Violation

SNC – Significant Non-Compliance

AO – Administrative Order

EM – Enforcement Meeting

Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Attendees
BACWA Pretreatment Committee Meeting - Dublin	10/30/18	Michael Dunning, Alex Paredes
Science in the Park	10/06/18	Doug Dattawalker, Edda Marasigan, Audrey Villanueva
BAPPG Steering Committee Meeting	10/03/18	Doug Dattawalker
MEDS Coalition	10/15/18	Doug Dattawalker

Engineering/Construction

No. of projects under construction: 6

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for October 2018 Activities
1.	Fremont and Paseo Padre LS Improvement – Derek	\$2,801	10/16	100%	100%	Project closeout and punch list work.
2.	Sludge Degritter System Project – Kevin	\$1,436	11/17	95%	100%	The degritter performance retest was unsuccessful. The manufacturer has proposed replacement of the Slurry cup component of the degritter equipment.
3.	Newark Pump Station Wet Well Improvements – Thomas	\$674	03/18	100%	100%	Project was accepted by the Board on October 8 th .
4.	Primary Digester No. 3 Rehabilitation – Derek	\$1,956	03/19	76%	69%	Digester 3 coatings work in progress. Mixing piping replacement at Digester 3 has begun.
5.	Force Main Corrosion Repairs Phase 2 – Andrew	\$932	09/18	100%	100%	Project was accepted by the Board on October 8 th .
6.	Cast Iron/Piping Lining Phase VII – Andrew	\$291	11/18	80%	86%	All full length CIPP liners have been installed. Sectional liner repair and lateral sealing systems were scheduled for the first week of November.

Design/Study

No. of projects in design/study phase: 14

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for October 2018 Activities
1.	Local Limits Study – Raymond	\$77	09/18	75%	95%	Assistance with industrial discharge permits.
2.	Cathodic Protection System Project – Thomas	\$79	08/18	95%	100%	100% design submittal under review.
3.	Newark Basin Masterplan – Andrew	\$303	08/19	47%	50%	Consultant provided condition assessment draft for staff review. Coordination of flow monitoring plan in progress.
4.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$1,976	8/19	15%	15%	50% design in progress.
5.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	49%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs.
6.	Emergency Outfall Improvements Project – Andrew	\$317	10/18	70%	59%	90% design submittal received. Review workshop held on October 26 th . Adoption of IS/MND scheduled for December 10 th Board meeting.
7.	Primary Digester No. 7 Project – Curtis	\$1,476	09/18	85%	100%	Incorporation of design modifications from value engineering effort and design of 2.4-million-gallon tank in progress. Progress design workshop scheduled for December.
8.	Plant Master Plan – Raymond/Curtis	\$304	03/18	85%	100%	Evaluation of the building alternatives in progress. Planning level cost estimates to be completed in January.
9.	Effluent Management Study – Curtis	\$155	03/18	92%	100%	Study to incorporate results from Secondary Treatment Process Improvements.
10.	Odor Control Alternatives Study – Kevin	\$330	01/19	70%	70%	Pending results from odor pilot testing.
11.	Plant Condition Assessment Study – Kevin	\$118	06/18	100%	100%	Final study report completed.
12.	Headworks Screen No. 3 Project – Thomas	\$215	3/19	70%	55%	90% design in progress.

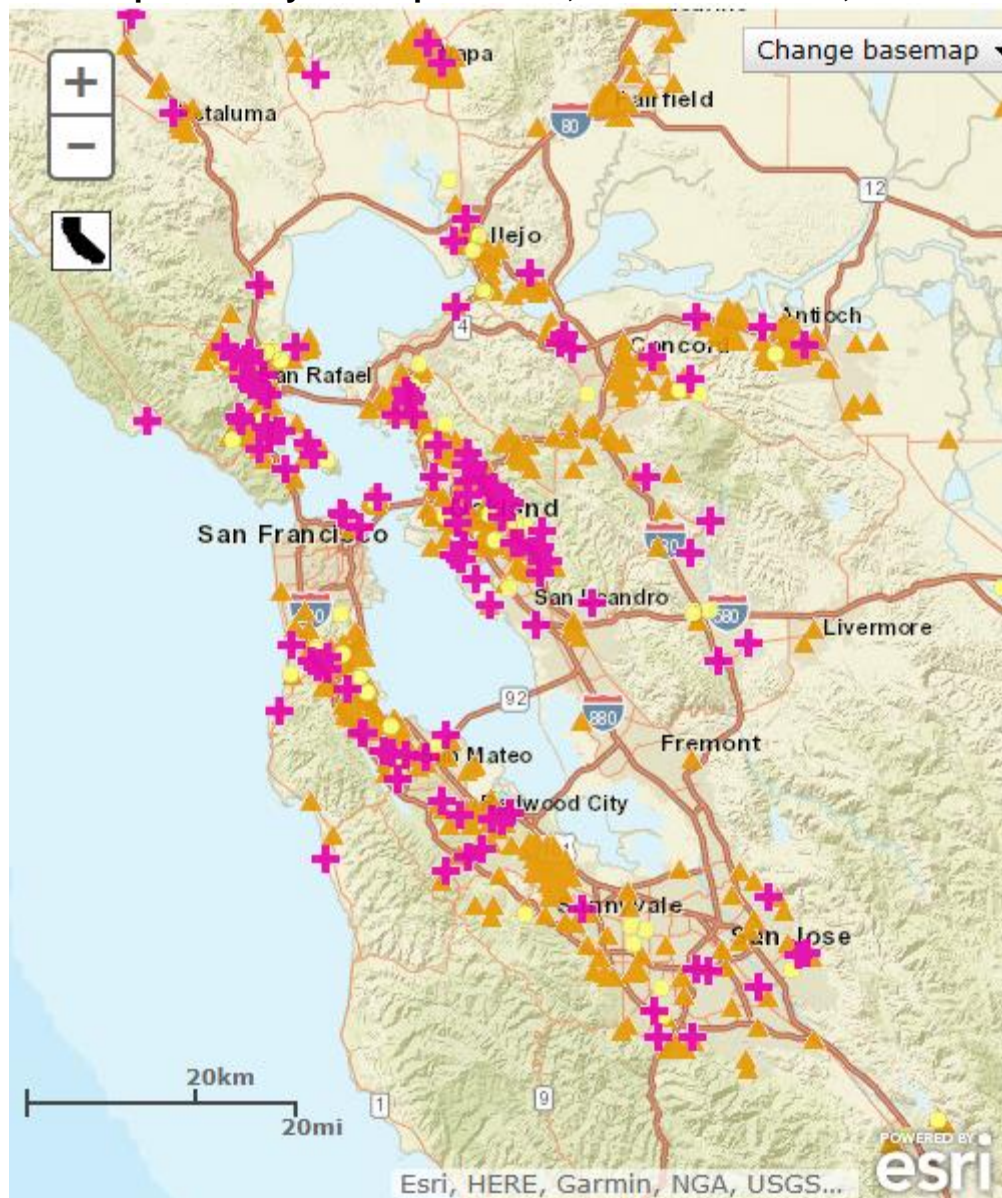
	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for October 2018 Activities
13.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	04/19	40%	65%	50% design in progress.
14.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	0%	6%	Board authorized design contract on October 22 nd . Design work in progress.

**COLLECTION SERVICES
ACTIVITIES REPORT
October 2018**

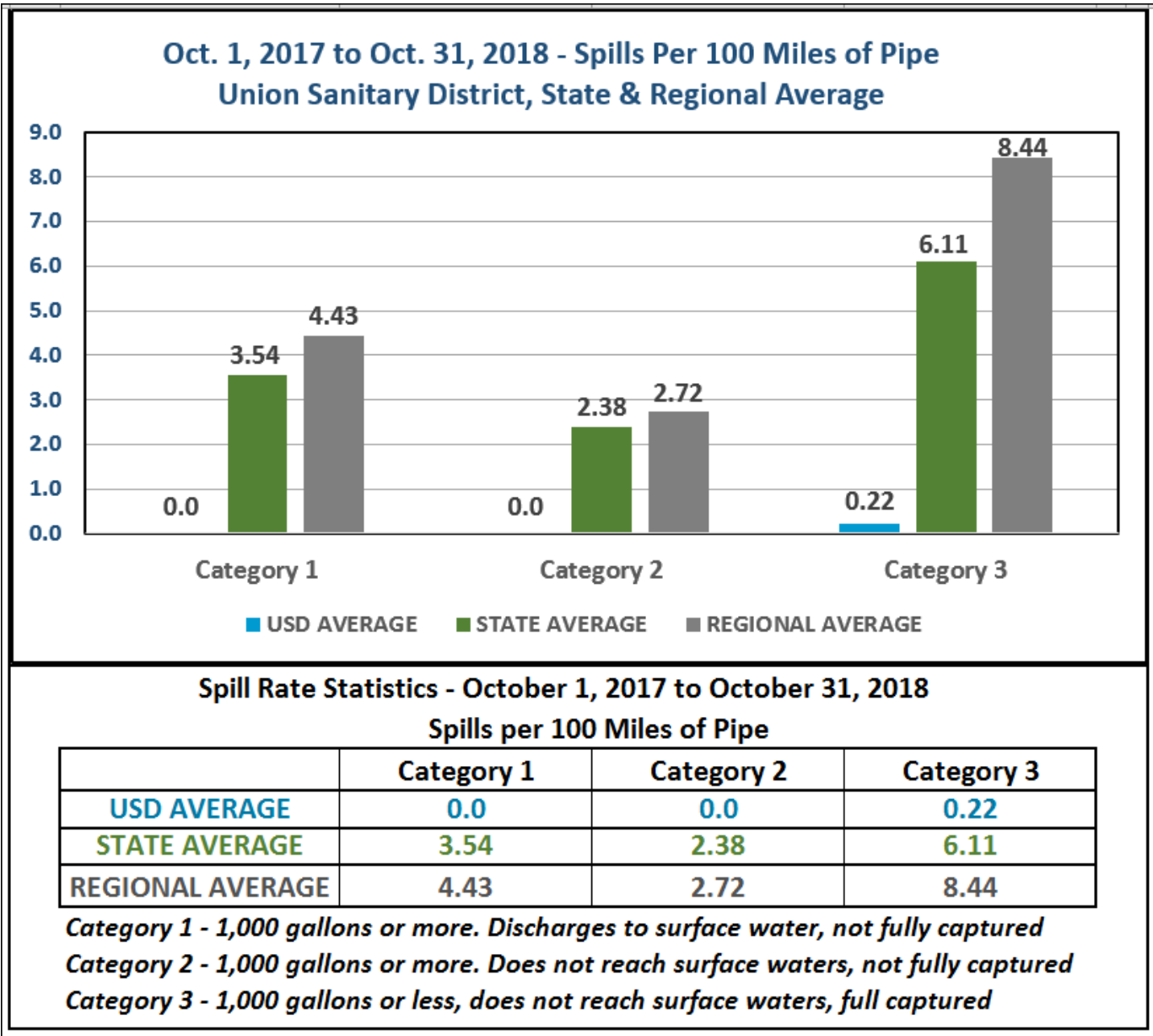
Progress/Accomplishments

- Zero Spills in October
- Completed 21.4 miles of sewer main cleaning in October.
- Completed 17.5 miles of sewer main inspection in October.
- Responded to 14 service request calls in October.
- Completed a total of 6 sewer main repairs in October.

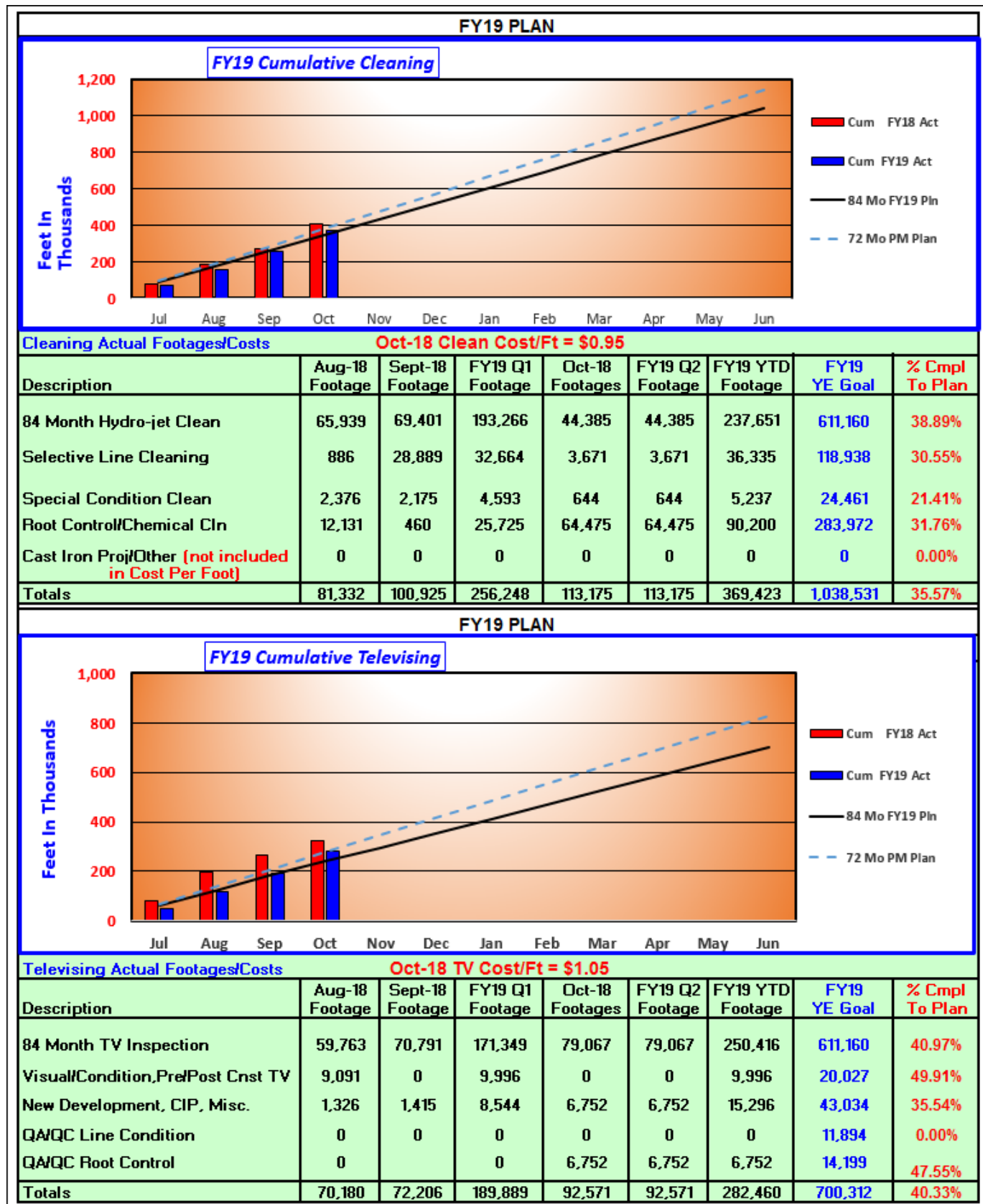
Reported Bay Area Spills Oct 1, 2017 Thru Oct 31, 2018



Oct. 1, 2017 to Oct. 31, 2018 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average

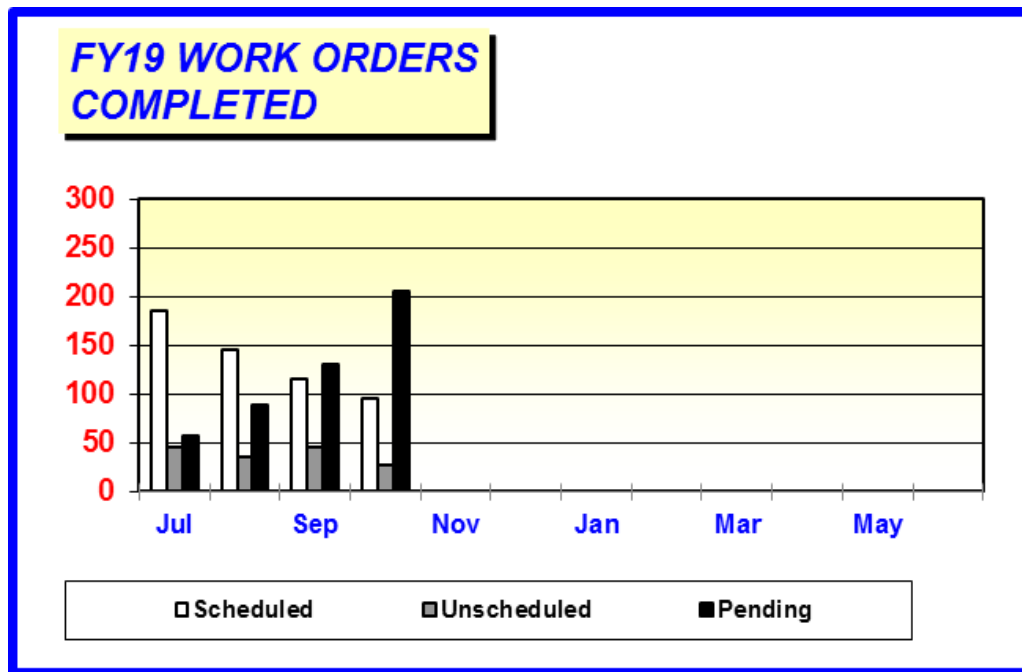


Performance Measures

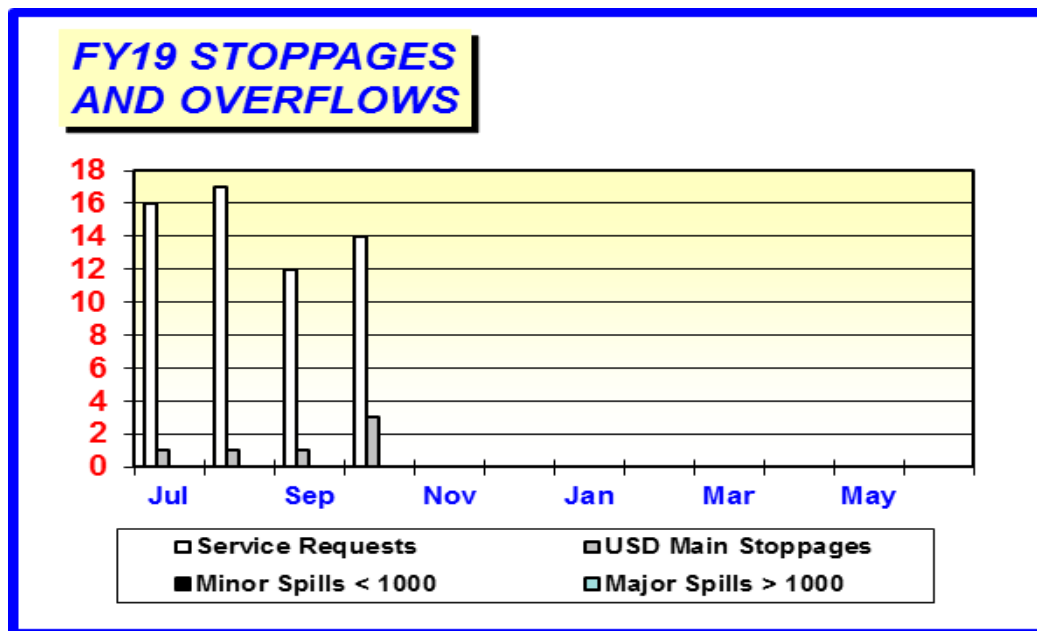


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



Fabrication, Maintenance and Construction Activities Report October 2018

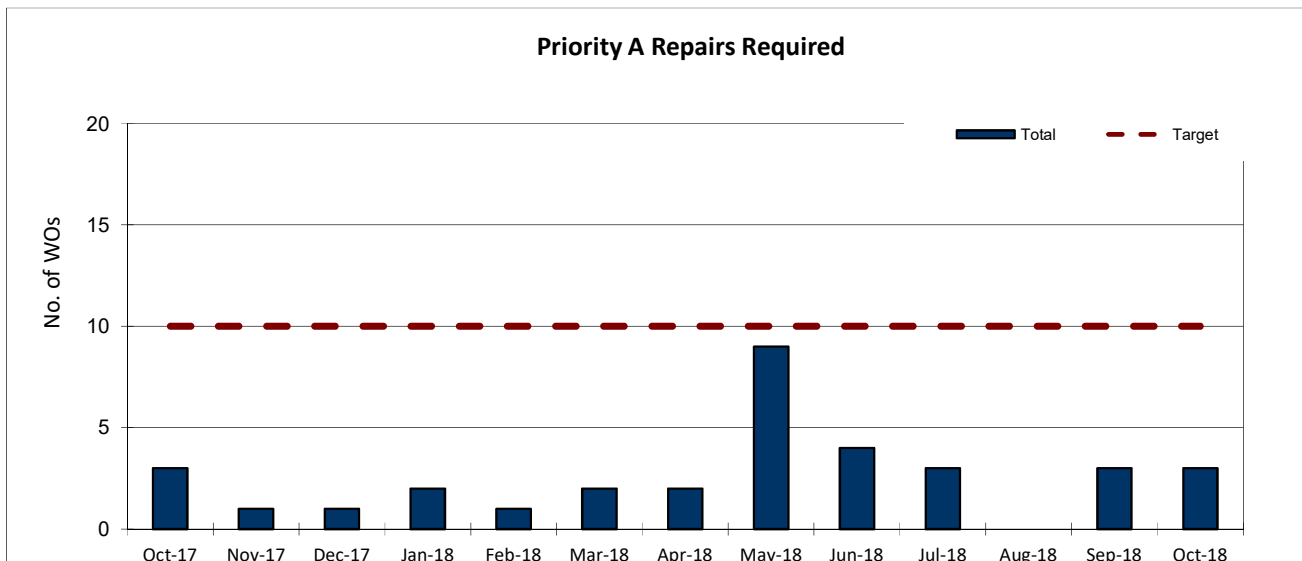
Progress/Accomplishments

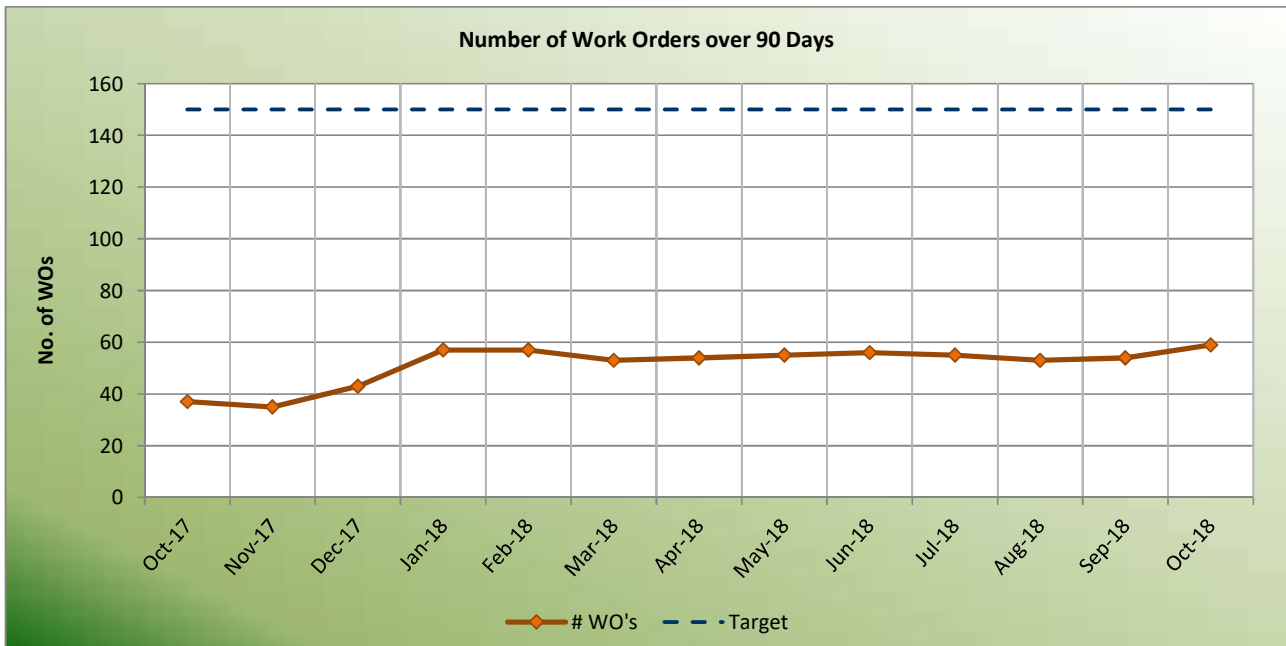
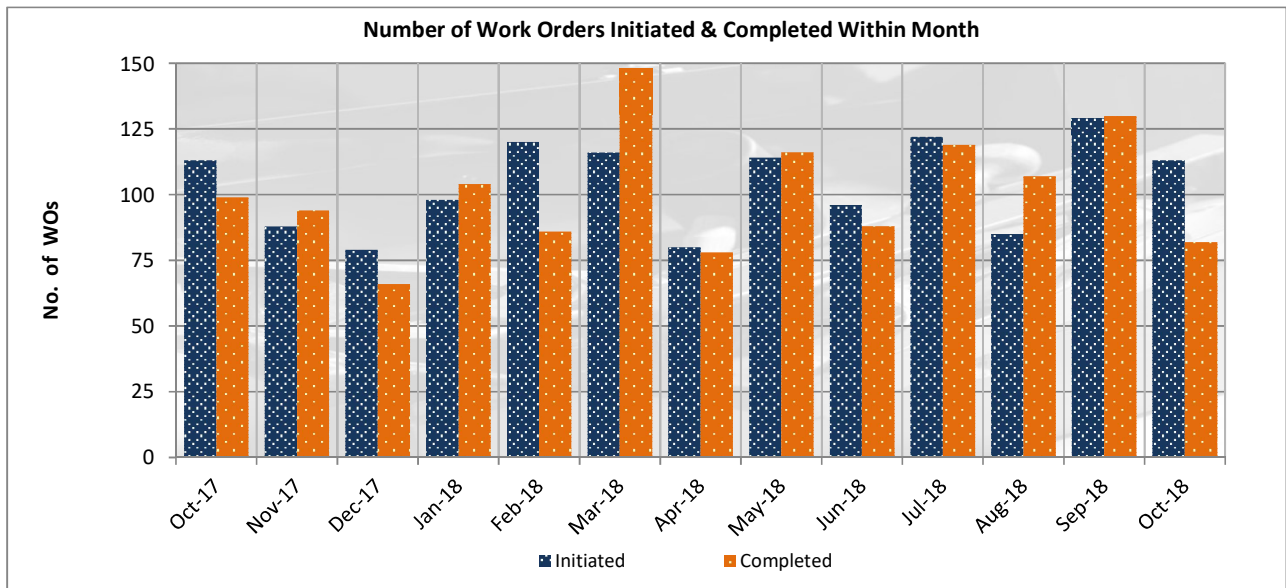
- Completed 87.12% of preventive maintenance activities for the month of October
- Completed 82 corrective maintenance work orders for the month of October
- Installed new flow meter for Secondary Clarifier 4
- Replaced mechanical seal on IPS Sewage Pump 2
- Installed new surge buster check valve on Reclaim Pump 4
- Secondary Clarifier 5 & 6 RAS Seal Replacement
- Cogen 2 Generator Installation

Future Planning

- Install East Barscreen
- Remove Cogen 1 generator and send out for repair
- Prepare Old Cogen 1 (Waukesha) to be removed for auction
- CB1 cleaning (3 consecutive shutdowns)

Performance Measurements





**Treatment & Disposal
Activities Report
October 2018**

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits.
- Completed 99.5% preventive maintenance activities for the month of October.
- Attended the Hazen and Sawyer Secondary Process Improvements Exploration Phase Workshop.
- Four T&D Staff members attended Water Environment Federation Annual Technical Conference.
- Began Wet Weather Operational refresher training.
- Created a cogeneration system natural gas usage tracking procedure to document usage under Tariff G-EG and a downtime logging procedure to recover standby reserve charges.
- Reviewed potential to emit calculations provided B&C and the submittal for Digester No. 7 application for construction.
- Provided technical criteria for the issuance of an RFP for Laboratory Information Management System (LIMS) and answered questions during bidding.
- Provided technical criteria for an IFB to purchase natural gas, selected and negotiated contract terms with Consolidated Energy of Montana and eventually awarded the natural gas contract to Department of Government Services (DGS).
- Attended the BACWA air permits committee meeting.
- Supported the Force Main Calcium Nitrate Odor Control Pilot Test.
- Provided air system data for the consultant evaluation for the blower replacement project.
- The Laboratory completed and submitted a study of ammonia with and without distillation to ELAP to retain certification of the method.
- Attended Hazardous Waste/SPCC training.

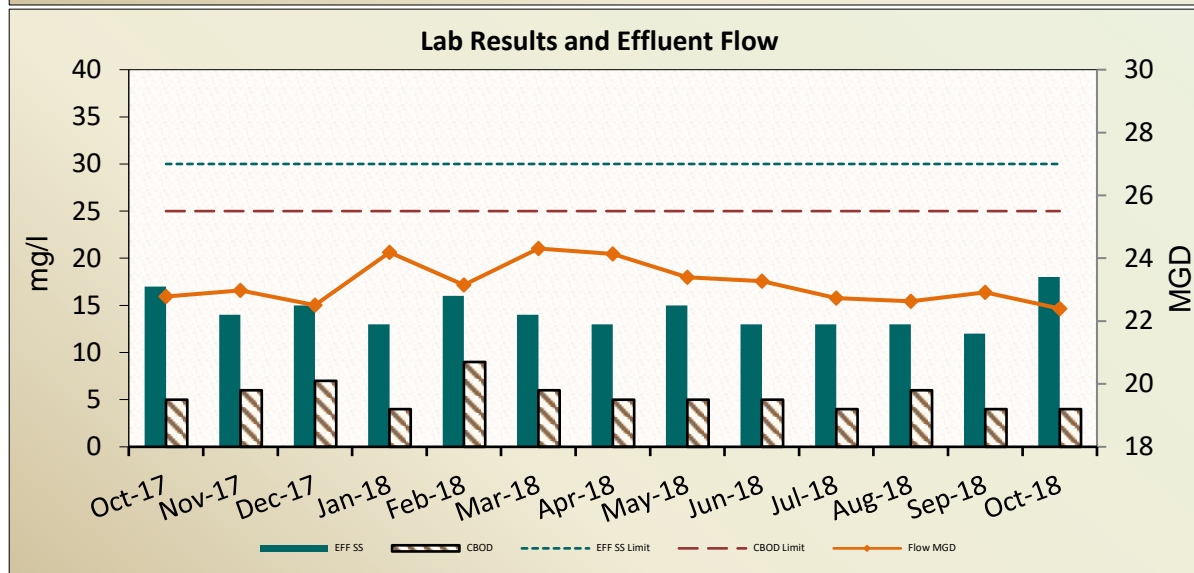
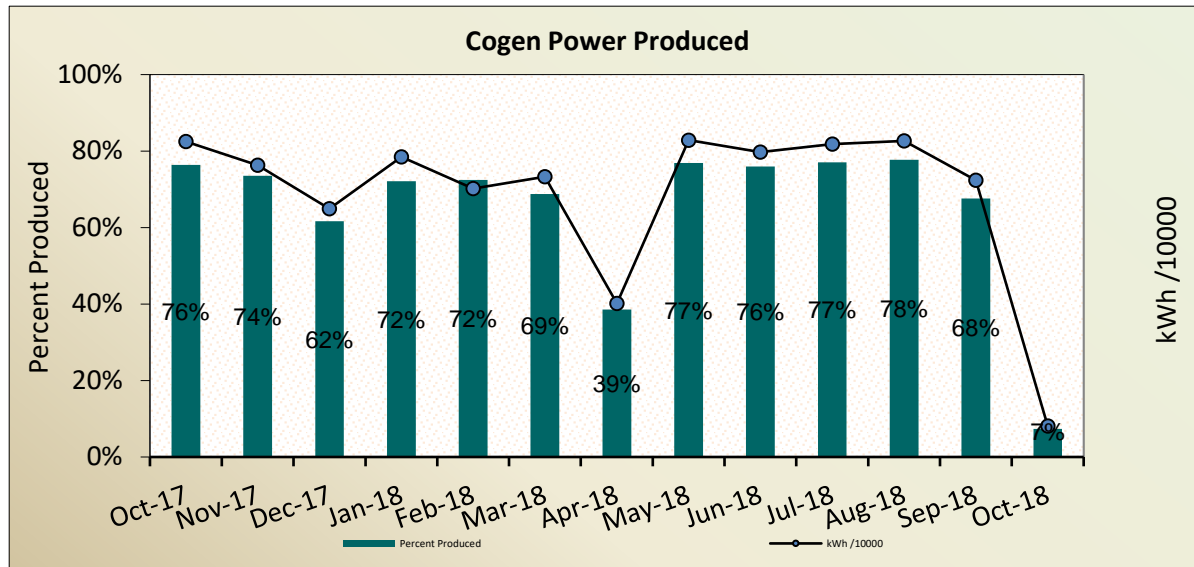
Future Planning

- Competency testing of Plant Operator III Trainees.
- Conduct plant shutdowns for condition assessments and cleaning of Control Box No. 1.
- Evaluate proposals, attend product demonstrations, and award a contract for the Laboratory Information Management System project.
- Meet With Hazen to provide information leading to the converge workshop preparation.
- Attend the BACWA Annual Meeting.
- Review the administrative draft of the second San Francisco Bay Nutrient Watershed permit.
- Attend the TNI implementation Seminar No. 5 presented for CWEA.
- Review air permit authority construct submittals for digester No. 7 and emergency generator replacement project.

Other

- Cogen system produced 7% of power consumed for the month of October.

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Aug-18	Sep-18	Oct-18
Copper, µg/l	78	4.5	4.5	5.8
Mercury, µg/l	0.066	0.00230	0.0024	0.0024
Cyanide, µg/l	42	E 1.9	E 1.3	E 1.1
Ammonia- N, mg/L (Range)	130	35.3 - 43.0	39.8 - 46.4	40.7 - 43.5
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	28 - 33	16 - 48	6 - 37
• 11-Sample 90th Percentile	1100	55 - 59	59 - 91	36 - 64
Enterococci				
• Monthly Geometric Mean	240	10	10	10
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 7 – Regular Meeting of January 14, 2019
Information Item: **Monthly Operations Report for November 2018**

Background

Attached are Monthly Operations Reports for November 2018. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

ODOR COMPLAINTS:

During the month of November 2018, there was one odor complaint received by the Treatment Plant. Details regarding the odor complaint were included in the November 2018 Odor Report.

SAFETY:

- There were no injuries this month.
- We had a vehicle accident where one of our trucks rear-ended another vehicle. There were no injuries and minor damage to the other vehicle.
- We also had a contractor vehicle hit a roll up door in the degritter building. The contractor had the door repaired.
- With the heavy smoke from the wildland fires, we worked with the teams to adjust work to manage exposure.

- We had multiple teams work to complete the cleaning of Control Box 1 during 3 consecutive nights. There were no injuries or incidents.

STAFFING & PERSONNEL:

Completed Recruitments Resulting in Promotions:

- Organizational Performance Coordinator I – Jason Yeates promoted effective 12/1/2018.

Recruitments Opened:

- Storekeeper I/II (replacement for Paul Johnson)

Continuing Recruitments:

- Collection System Worker I (replacement for Steve Novak – Temporary Reassignment)
- Collection System Lead or Acting Pool Worker – (replacement for Matt Lubina – promotion)
- Collection Services Mechanic II (replacement for Jose Ledesma retirement) – Michael Dela Rosa to start 12/17/18.

Other Accomplishments:

- Contract negotiations on-going.
- Applications submitted for new Leadership School cohort – seven employees were selected.
- Open enrollment for Supplemental Life, Flexible Spending Accounts (Health and Dependent Care) on-going.
- New Deferred Compensation Committee met with ICMA-RC for training.

G.M. ACTIVITIES: For the month of November, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) Managers Advisory Committee meeting
- Attended the East Bay Dischargers Authority Meeting
- Participated in Organizational Performance Coordinator hiring interviews
- Attended a coordination lunch with Alameda County Water District General Manager

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT November 2018

During the recording period from November 01, 2018 through November 30, 2018, there was one odor related service request received by the Treatment Plant.

1. **Complaint Details:**

Date: 11/29/2018

Time: 6:20 pm

Location: MACKINAW ST

Reported By: Sam Dua

Wind (from): Southeast

Wind Speed: 13.9 mph

Temperature: 57 Degrees F

Weather: Sprinkling

Tide Information:

High Tide Reading: 5.6 FT/Time

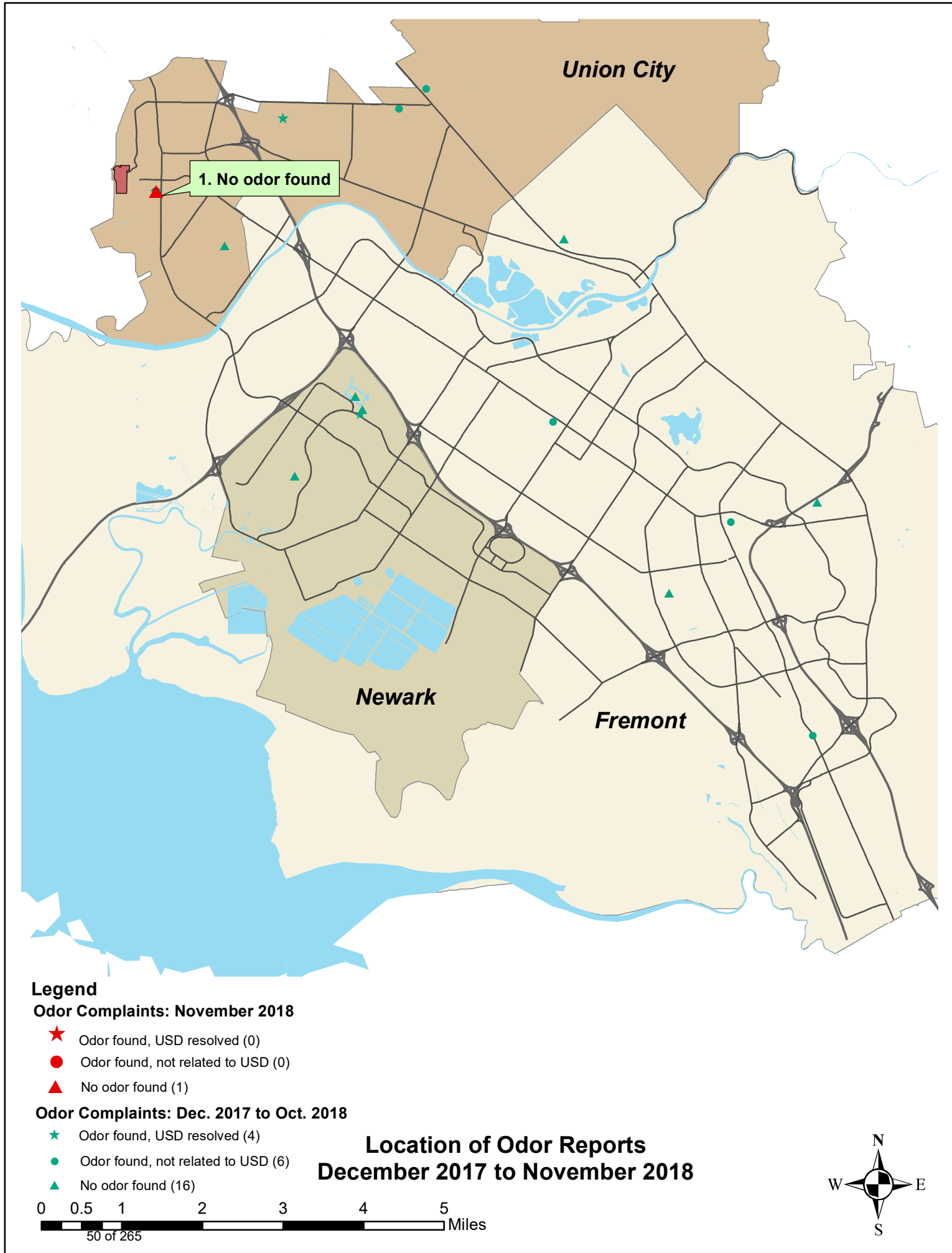
Low Tide Reading: -0.1 FT/Time

High Tide Time: 6:17 AM

Low Tide Time: 12:11 AM

Response and Follow-up:

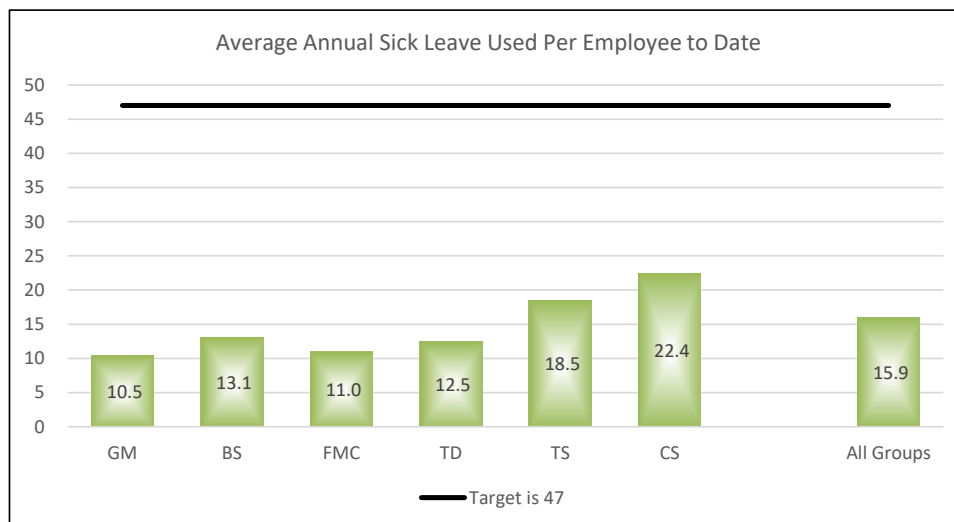
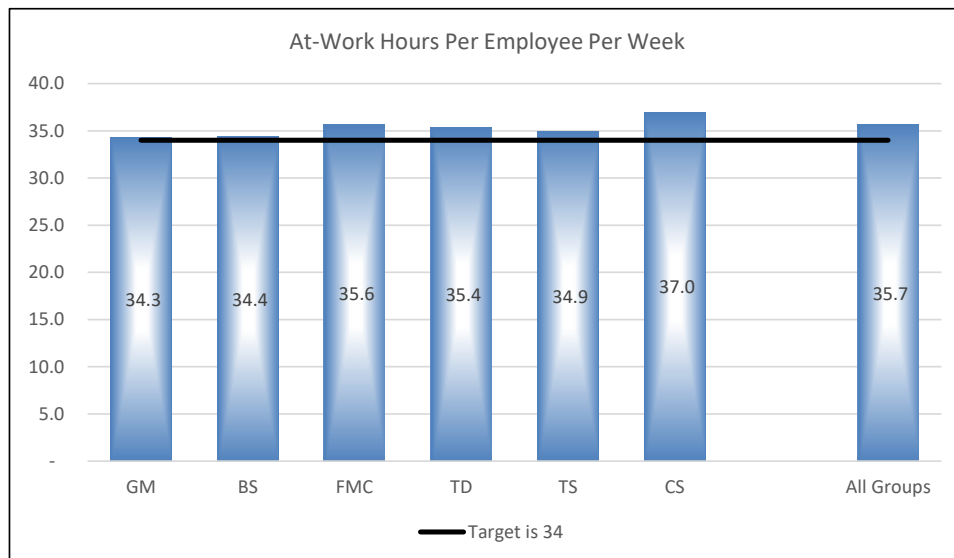
- *USD Staff dispatched to complaint location?* Yes
- *Was any odor detected at the complaint location?* No
 - *If yes, was odor attributed to USD?* N/A
- *Were any odors detected at the Plant?* No
 - *If yes, what odors were found?* N/A
- *Additional Information:* N/A



HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 24, 2018 through November 23, 2018

Weeks to Date: 22 out of 52 (42.31%)



NOTES

- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year; with 20 vacation days, 34.2 hours per week.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 24, 2018 through November 23, 2018

Weeks to Date: 22 out of 52 (42.31%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS				Average Annual Sick Leave Used Per Employee To Date	FY18		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	1,471.00	19.00	34.3	268.00	-	-	21.00	10.5	2	35.9	18.5
BS	16	11,930.00	20.25	34.4	1,606.67	9.00	-	209.50	13.1	20	35.4	41.0
FMC	28	21,190.75	473.87	35.6	3,123.75	-	18.50	307.00	11.0	23	34.2	43.9
TD	26	19,637.22	338.58	35.4	2,744.38	12.38	-	323.87	12.5	26	35.4	61.5
TS	32	24,192.17	79.83	34.9	3,198.91	-	-	592.92	18.5	31	35.4	48.7
CS	30	22,485.53	1,613.09	37.0	3,398.08	170.54	-	672.10	22.4	31	35.2	56.0
All Groups	134	101,308.17	2,544.62	35.7	14,339.79	191.92	18.50	2,133.89	15.9	133	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of **34.9** hours per week over the course of a year;

with 20 vacation days, **34.2** hours per week.

BUDGET AND FINANCE REPORT

FY 2019

Year-to-date as of 11/30/18

42% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/18
Capacity Fees	\$ 16,211,521	\$ 8,103,192	50%	\$ 23,623,947
Sewer Service Charges	57,016,142	729,450	1%	54,260,096
Operating (Work Groups)	1,326,550	475,361	36%	1,512,908
Interest	650,000	948,477	146%	1,436,168
Misc. (LAVWMA, Admin Fines, Forfeited Deposits)	250,000	864,991	346%	118,962
Subtotal Revenues	<u>\$ 75,454,213</u>	<u>\$ 11,121,470</u>	<u>15%</u>	<u>\$ 80,952,081</u>
SRF Loan Proceeds	-	-		456,642
Total Revenues + SRF Proceeds	\$ 75,454,213	\$ 11,121,470	15%	\$ 81,408,723

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 3,150,000	\$ 453,483	14%	\$ 2,555,801
Renewal & Repl. Proj.	6,142,500	1,473,719	24%	5,149,632
Operating	39,162,656	14,307,270	37%	38,749,578
Special Projects	1,410,000	219,122	16%	914,943
Retiree Medical (ADC)	626,089	220,133	35%	514,807
Vehicle & Equipment	660,201	610,397	92%	552,020
Information Systems	712,300	323,724	45%	154,654
Plant & Pump Stat. R&R	500,000	101,482	20%	219,622
Emerg. Fund	-	-	0%	-
Pretreatment Fund	7,000	1,746	25%	2,076
Cty Fee for SSC Admin.	107,000	-	0%	107,581
Debt Servicing:				
SRF Loans	3,902,080	1,567,276	40%	4,282,954
Total Expenses	<u>\$ 56,379,826</u>	<u>\$ 19,278,352</u>	<u>34%</u>	<u>\$ 53,203,669</u>
Total Revenue & Proceeds less Expenses	\$ 19,074,387	\$ (8,156,882)		28,205,054

Operating (Work Group) Expenses

	Budget	Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 179,111	\$ 55,677	31%	\$ 138,798
General Manager/Admin.	1,043,506	311,570	30%	817,042
Business Services	3,762,036	1,226,612	33%	5,039,969
Collection Services	6,888,191	2,565,192	37%	7,208,772
Technical Services	6,347,451	2,498,289	39%	6,690,818
Treatment & Disposal Services	12,025,839	4,276,714	36%	11,569,991
Fabrication, Maint. & Construction	8,264,514	3,170,835	38%	6,753,251
Non-Departmental	652,008	202,381	31%	530,937
Total	<u>\$ 39,162,656</u>	<u>\$ 14,307,270</u>	<u>37%</u>	<u>\$ 38,749,578</u>

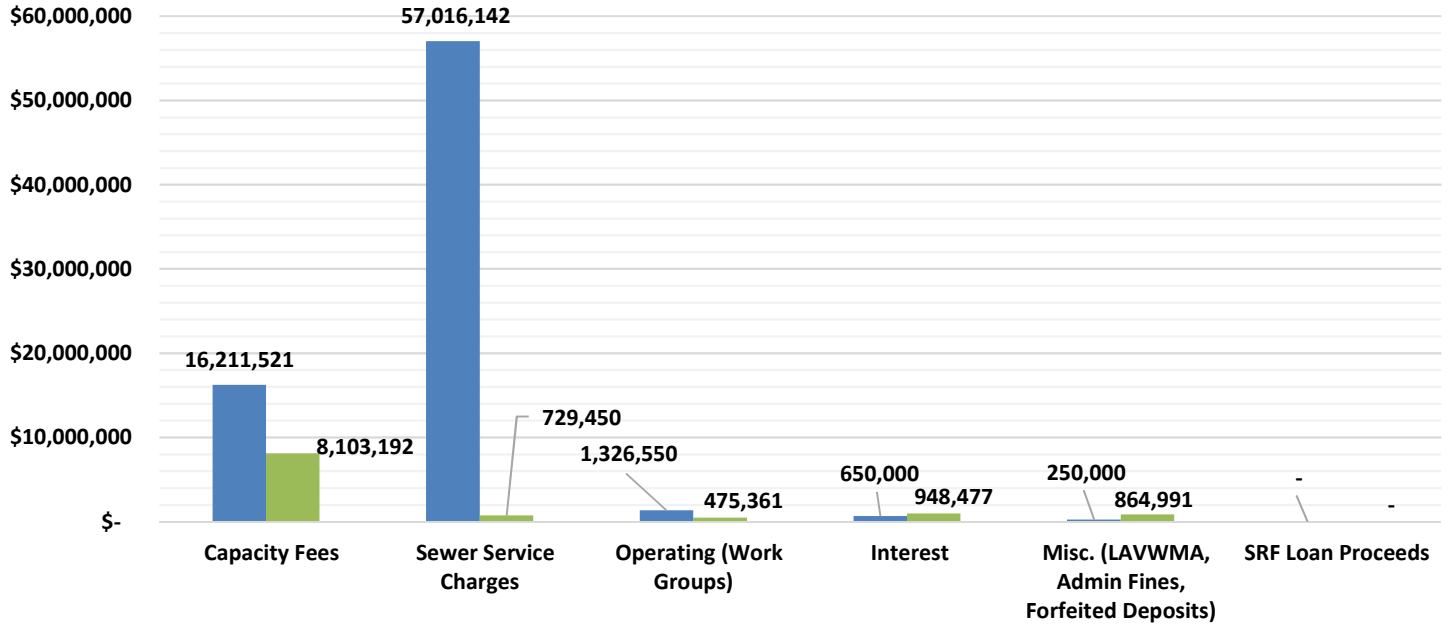
Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 26,614,085	\$ 10,331,139	39%	\$ 28,073,162
Repairs & Maintenance	2,256,450	681,975	30%	2,166,967
Supplies & Matls (chemicals, small tools)	3,182,740	1,061,223	33%	2,398,715
Outside Services (utilities, biosolids, legal)	6,764,691	2,199,485	33%	5,942,890
Fixed Assets	344,690	33,447	10%	167,845
Total	<u>\$ 39,162,656</u>	<u>\$ 14,307,270</u>	<u>37%</u>	<u>\$ 38,749,578</u>

REVENUES AND EXPENSES REPORT
as of 11/30/18

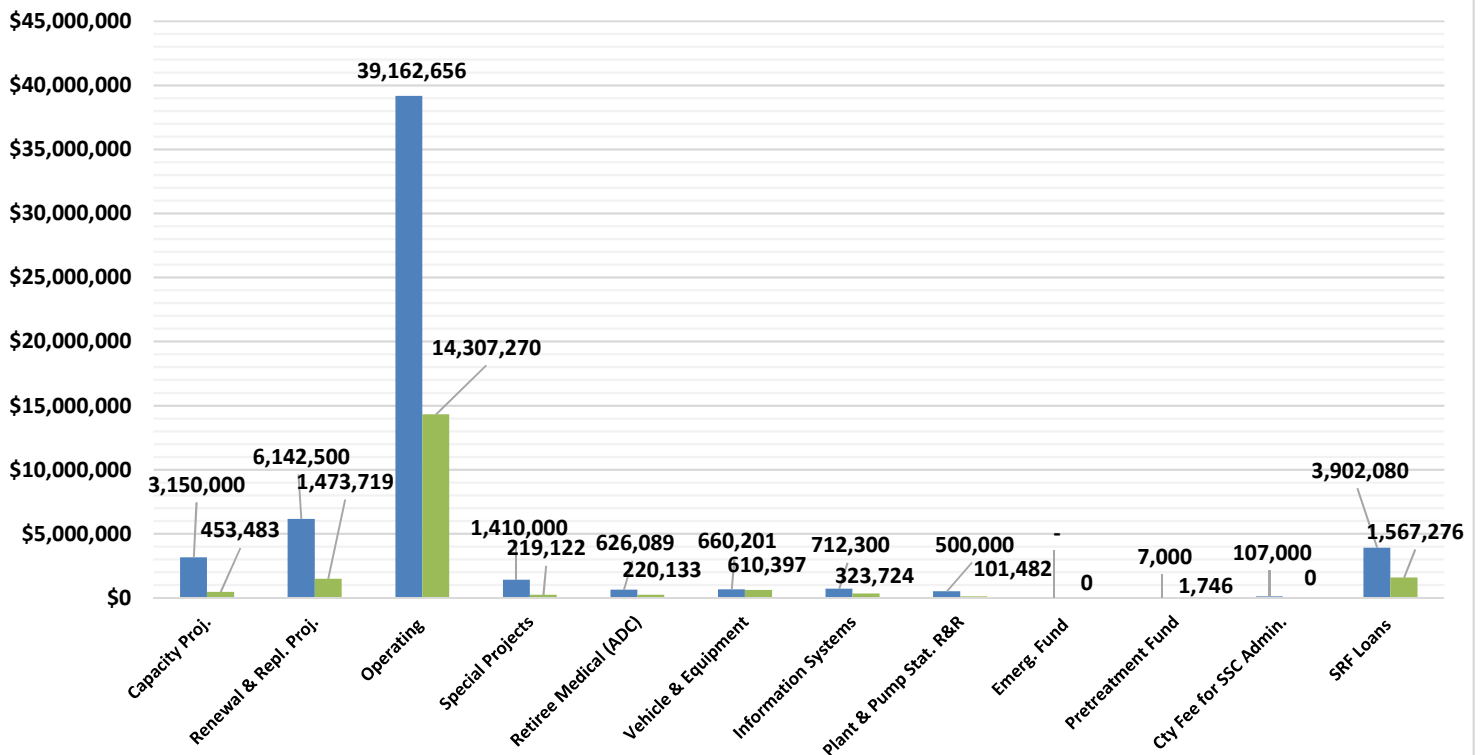
Total Revenues

■ Budget ■ Actual



Total Expenses

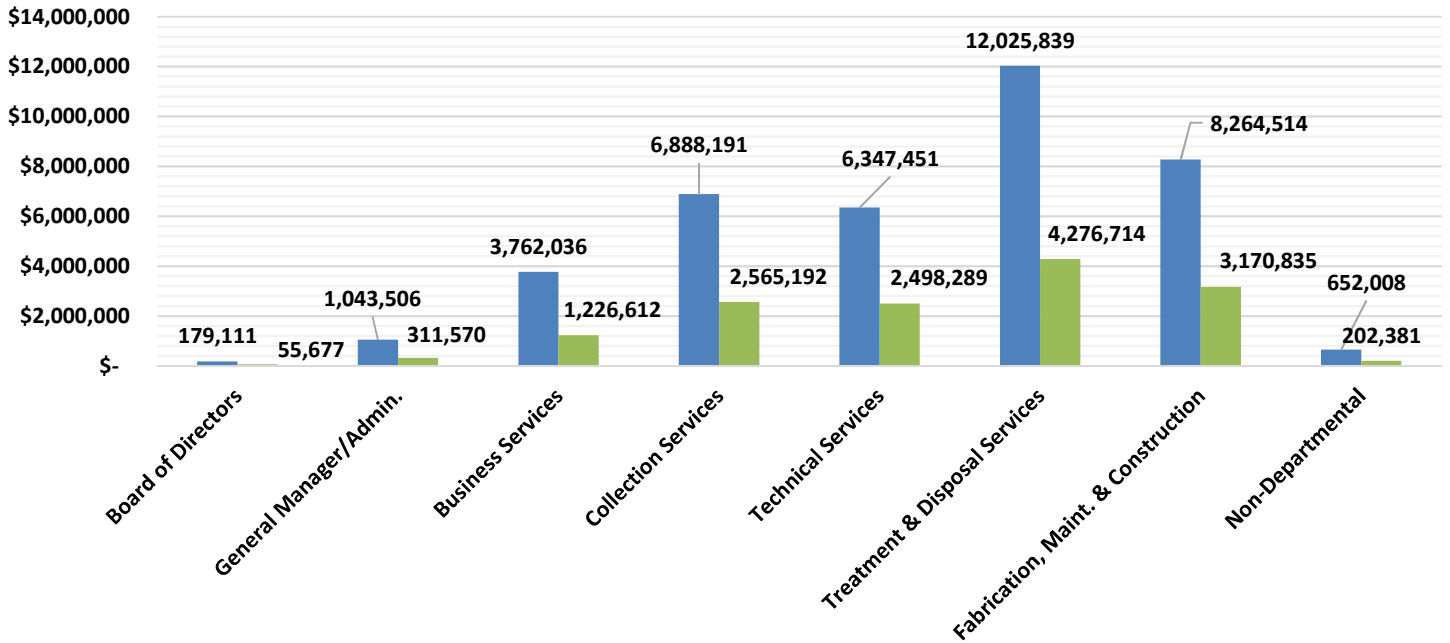
■ Budget ■ Actual



REVENUES AND EXPENSES REPORT
as of 11/30/18

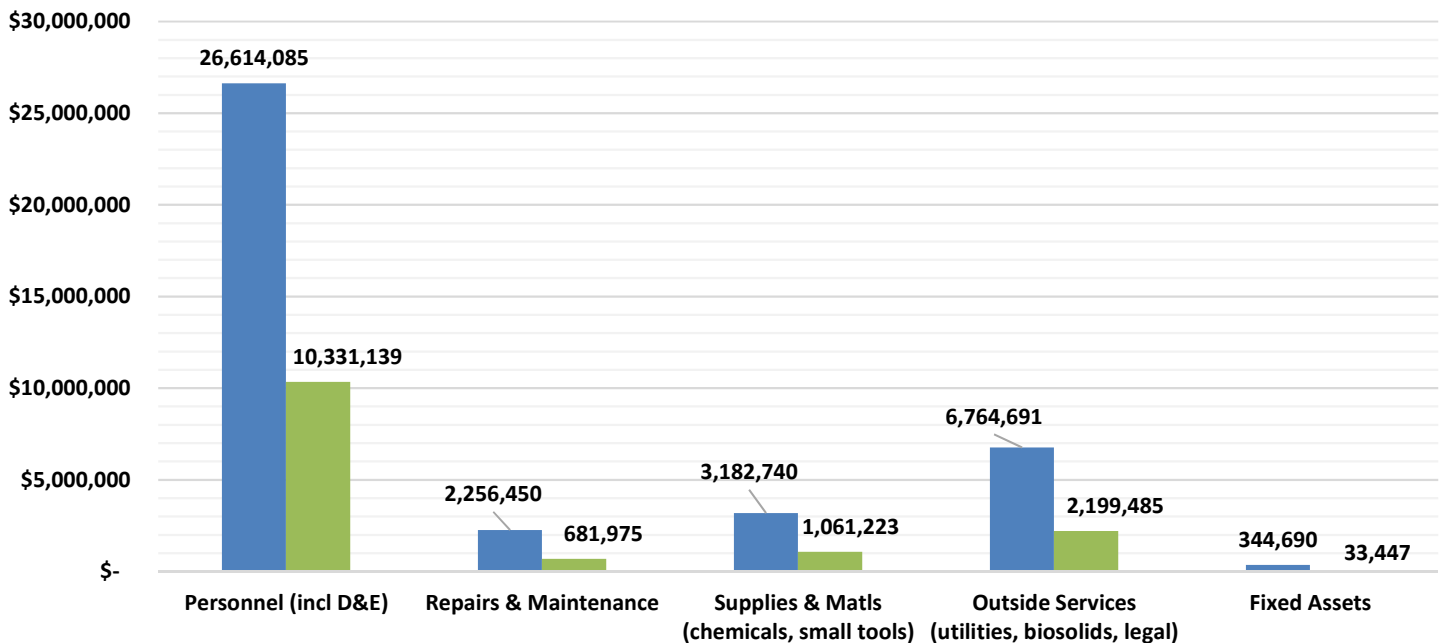
Operating Expenses by Work Group

■ Budget ■ Actual



Operating Expenses by Type

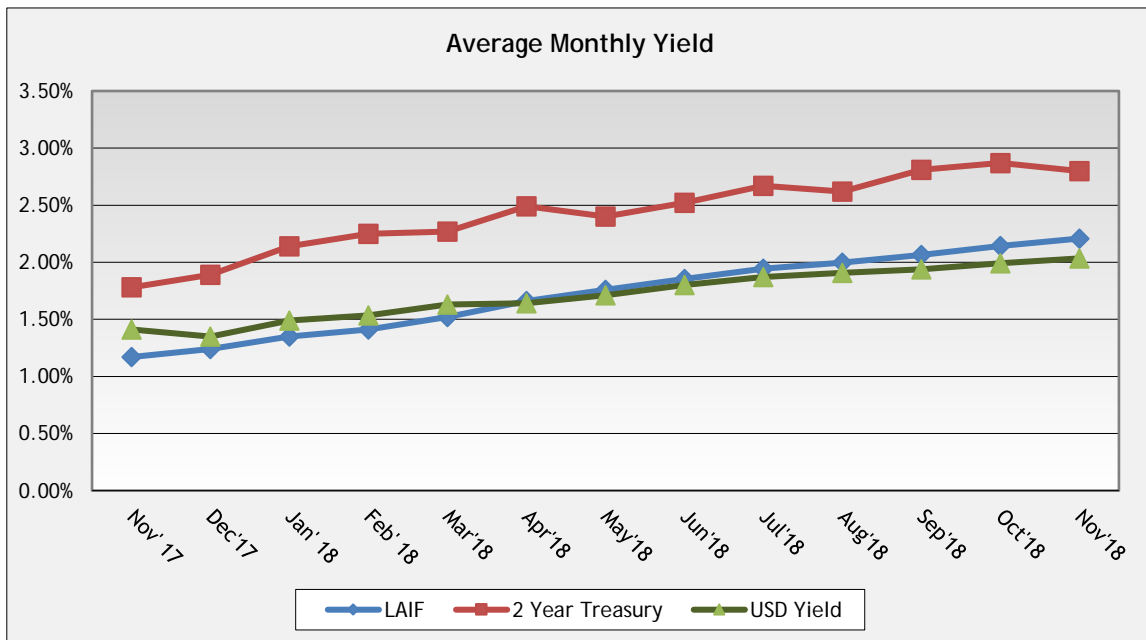
■ Budget ■ Actual



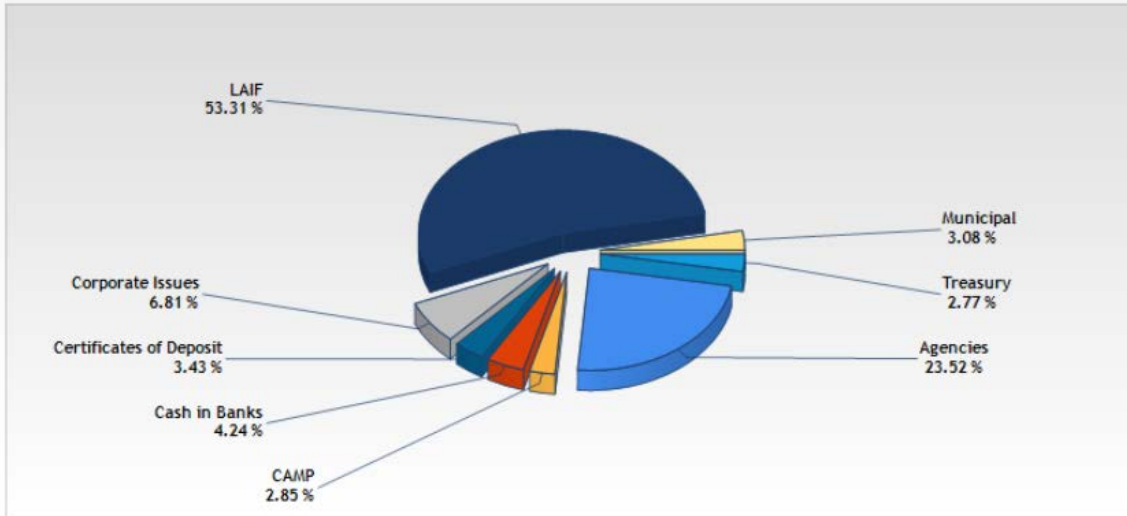
**Business Services Group
November 2018**

- Completed and presented the CAFR to the Board of Directors
- Completed 5 significant RFP's in Purchasing
- Screened and selected Investment and Actuarial Services providers for the District
- Arranged and attended COI specialty training on certificates of insurance for Purchasing staff
- Participated in District Rebranding Initiative
- Participated in IT Master Planning efforts
- Participated in newly established Deferred Compensation Committee

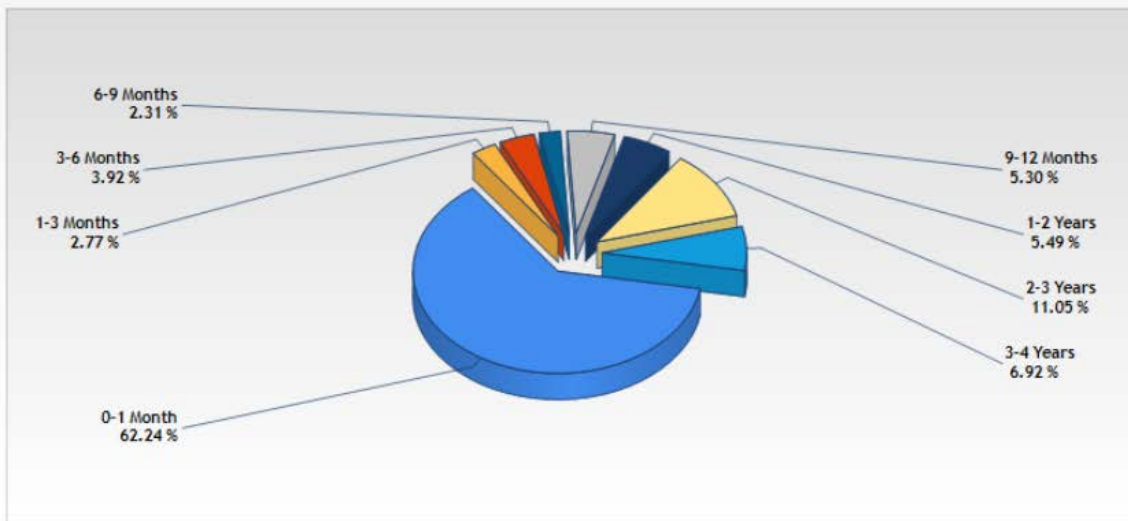
Performance Measures for the USD Investment Portfolio



Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	67,476,537.41	2.164	67,476,537.41	2	62.24	67,475,567.41	67,476,537.41	0.00
1-3 Months	3,000,000.00	1.301	3,004,540.00	78	2.77	2,993,750.00	3,000,560.19	0.30
3-6 Months	4,248,000.00	1.218	4,245,560.00	149	3.92	4,225,316.18	4,247,173.08	0.41
6-9 Months	2,498,000.00	1.257	2,501,480.00	207	2.31	2,480,031.44	2,498,942.02	0.57
9-12 Months	5,738,000.00	1.608	5,750,406.57	319	5.30	5,680,454.72	5,741,295.37	0.87
1-2 Years	5,746,000.00	1.941	5,947,787.56	577	5.49	5,686,613.40	5,834,203.15	1.54
2-3 Years	11,997,000.00	2.022	11,981,150.00	896	11.05	11,721,934.66	11,988,180.82	2.40
3-4 Years	7,483,000.00	2.303	7,506,279.67	1,172	6.92	7,308,282.49	7,498,773.82	3.09
TOTAL / AVERAGE	108,186,537.41	2.034	108,413,741.21	242	100	107,571,950.30	108,285,665.86	0.65

Union Sanitary District
 Portfolio Holdings
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Cost Value
 Portfolio / Report Group: All Portfolios
 As of 11/30/2018

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 1.17 5/16/2019-17	3133EF7L5	Moodys-Aaa	5/16/2016	1,000,000.00	1,000,000.00	1.170	993,940.00	1.170		5/16/2019	0.92
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	985,740.00	1.360		11/25/2019	0.92
FFCB 1.35 6/24/2019	3133EEZ60	Moodys-Aaa	5/24/2017	1,000,000.00	1,003,480.00	1.350	994,050.00	1.180		6/24/2019	0.93
FFCB 1.37 12/27/2018-17	3133EGZ24	None	12/27/2016	1,000,000.00	1,000,000.00	1.370	999,370.00	1.370		12/27/2018	0.92
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	984,510.00	1.590		3/23/2020	0.92
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	971,800.00	1.700		5/3/2021	0.92
FHLB 1.24 1/23/2019-18	3130AAN20	Moodys-Aaa	2/2/2017	1,000,000.00	999,100.00	1.240	998,370.00	1.286		1/23/2019	0.92
FHLB 1.375 2/28/2019-17	3130ABEH5	Moodys-Aaa	5/30/2017	1,000,000.00	1,000,000.00	1.375	997,550.00	1.375		2/28/2019	0.92
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	977,660.00	1.930		12/21/2020	0.92
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	970,010.00	2.000	4/26/2019	10/26/2021	0.92
FHLB 2.05 12/29/2021-17	3130AAET1	Moodys-Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	972,520.00	2.050	12/29/2018	12/29/2021	0.92
FHLB 2.4 12/22/2021-17	3130AAHC5	None	12/22/2016	1,000,000.00	1,000,000.00	2.400	979,110.00	2.400		12/22/2021	0.92
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	990,940.00	2.114	1/28/2019	4/28/2021	0.92
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	983,840.00	2.021		4/28/2021	0.92
FHLMC 1.2 12/14/2018-17	3134GAZU1	None	12/14/2016	1,000,000.00	1,000,000.00	1.200	999,660.00	1.200		12/14/2018	0.92
	3134G8XQ7		4/28/2016	1,000,000.00	1,000,000.00	1.250	986,260.00	1.250		10/28/2019	0.92

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
FHLMC 1.25 10/28/2019-17		Moody's-Aaa									
FHLMC 1.4 6/14/2019-17	3134GBRH7	Moody's-Aaa	6/14/2017	1,000,000.00	1,000,000.00	1.400	993,630.00	1.400		6/14/2019	0.92
FHLMC 1.41 4/26/2019-18	3134GBEG3	None	4/26/2017	1,000,000.00	1,000,000.00	1.410	995,530.00	1.410		4/26/2019	0.92
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	986,280.00	1.500	12/30/2018	12/30/2019	0.92
FHLMC 1.5 9/9/2019-18	3134GA7A6	Moody's-Aaa	5/10/2017	1,000,000.00	1,000,000.00	1.500	990,640.00	1.500		9/9/2019	0.92
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	973,420.00	2.000	12/30/2018	12/30/2021	0.92
FHLMC Step 4/28/2021-16	3134G8VZ9	Moody's-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,453,750.00	2.116		4/28/2021	2.31
FHLMC Step 4/28/2021-16	3134G8ZZ8	Moody's-Aaa	5/10/2016	1,000,000.00	999,500.00	1.500	984,270.00	2.044	1/28/2019	4/28/2021	0.92
FNMA 1.5 6/16/2021-16	3136G3QX6	Moody's-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	961,750.00	1.604	12/16/2018	6/16/2021	0.92
Sub Total / Average				25,500,000.00	25,495,030.00	1.548	25,124,600.00	1.676			23.52
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	3,088,268.70	3,088,268.70	2.360	3,088,268.70	2.360	N/A	N/A	2.85
Sub Total / Average				3,088,268.70	3,088,268.70	2.360	3,088,268.70	2.360			2.85
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	4,594,857.85	4,594,857.85	1.860	4,594,857.85	1.860	N/A	N/A	4.24
Sub Total / Average				4,594,857.85	4,594,857.85	1.860	4,594,857.85	1.860			4.24
Certificates of Deposit											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	244,255.32	1.350		10/28/2019	0.23
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	242,738.19	2.450		4/5/2022	0.23
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	241,413.69	2.150		3/22/2022	0.23
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	240,496.56	2.150		3/10/2022	0.23
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	241,030.08	1.500		10/26/2020	0.23
Comenity Capital 1.25 4/11/2019	20033ASR8	None	10/25/2016	248,000.00	248,000.00	1.250	246,626.18	1.250		4/11/2019	0.23

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	241,593.84	2.250		12/29/2021	0.23
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	None	7/15/2016	249,000.00	249,000.00	1.100	246,181.15	1.100		7/15/2019	0.23
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	244,160.93	1.750		5/29/2020	0.23
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	243,017.41	2.100	12/27/2018	3/29/2021	0.23
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	242,127.25	1.850		5/28/2021	0.23
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	241,461.69	2.250		1/26/2022	0.23
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	243,792.39	1.650		5/29/2020	0.23
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	241,718.52	2.300		2/24/2022	0.23
Wells Fargo Bank 1.15 7/22/2019	9497486R3	None	7/20/2016	249,000.00	249,000.00	1.150	246,170.29	1.150		7/22/2019	0.23
Sub Total / Average				3,720,000.00	3,720,000.00	1.816	3,646,783.49	1.816			3.43

Corporate Issues

American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	970,640.00	2.406		3/3/2022	0.93
Barclays Bank PLC Step 4/26/2022-17	06741VR95	Moodys-A1	4/26/2017	1,000,000.00	1,000,000.00	2.750	989,060.00	3.093	4/26/2019	4/26/2022	0.92
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	972,160.00	2.113		5/16/2021	0.92
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,151,300.00	2.004		11/15/2019	1.08
GE Capital International 2.04 11/15/2020	36164QMS4	S&P-AA	3/10/2017	1,000,000.00	1,010,642.28	2.040	951,000.00	1.738		11/15/2020	0.93
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,035,840.00	2.500		8/24/2020	2.02
Sub Total / Average				7,160,000.00	7,382,373.80	3.101	7,070,000.00	2.332			6.81

LAIF

LAIF LGIP	LGIP1002	None	4/30/2011	57,793,410.86	57,793,410.86	2.208	57,793,410.86	2.208	N/A	N/A	53.31
Sub Total / Average				57,793,410.86	57,793,410.86	2.208	57,793,410.86	2.208			53.31

Municipal

City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	486,735.00	2.125		6/1/2021	0.46
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Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	S&P-AA-	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,322,259.40	1.843		9/1/2019	1.23
State of California 2.152 4/1/2022	13063DAD0	Moody's-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	974,110.00	1.938		4/1/2022	0.93
Victor Valley College General Obligation Bond 2.35	92603PER9	Moody's-Aa2	12/28/2016	500,000.00	490,150.00	2.350	483,875.00	2.811		8/1/2021	0.45
Sub Total / Average				3,330,000.00	3,336,800.00	2.130	3,266,979.40	2.056			3.08
Treasury											
T-Note 0.875 5/15/2019	912828R44	None	4/26/2017	1,000,000.00	993,080.00	0.875	992,540.00	1.217		5/15/2019	0.92
T-Note 1.283 3/31/2019	912828SN1	None	2/22/2017	1,000,000.00	1,004,480.00	1.283	996,680.00	1.067		3/31/2019	0.93
T-Note 1.5 2/28/2019	912828C24	None	1/9/2017	1,000,000.00	1,005,440.00	1.500	997,830.00	1.241		2/28/2019	0.93
Sub Total / Average				3,000,000.00	3,003,000.00	1.221	2,987,050.00	1.175			2.77
Total / Average				108,186,537.41	108,413,741.21	2.060	107,571,950.30	2.034			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements. Broker/Dealers: BOSC, Inc.; Cantella & Co.; First Empire Securities; Ladenburg, Thalman & Co, Inc.; UBS Financial Services; Wells Fargo Securities.

Reviewer:

Approver:

Union Sanitary District
 Transactions Summary
 Board Report - Activity
 Group By: Action
 Portfolio / Report Group: All Portfolios
 Begin Date: 10/31/2018, End Date: 11/30/2018

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Deposit								
CAMP LGIP	LGIP4000	5,974.72	5,974.72	0.00	N/A	0.000	11/30/2018	5,974.72
Union Bank Cash	LGIPUNIONBANK	4,594,857.85	4,594,857.85	0.00	N/A	0.000	11/30/2018	4,594,857.85
Sub Total / Average		4,600,832.57	4,600,832.57	0.00				4,600,832.57
Interest								
CAMP LGIP	LGIP4000	0.00	0.00	5,974.72	N/A	0.000	11/30/2018	5,974.72
Chevron Corp 2.1 5/16/2021	166764BG4	0.00	0.00	10,500.00	2.100	0.000	11/16/2018	10,500.00
Chevron Corp 2.193 11/15/2019	166764AN0	0.00	0.00	12,719.40	2.193	0.000	11/15/2018	12,719.40
Comenity Capital 1.25 4/11/2019	20033ASR8	0.00	0.00	263.29	1.250	0.000	11/13/2018	263.29
FFCB 1.17 5/16/2019-17	3133EF7L5	0.00	0.00	5,850.00	1.170	0.000	11/16/2018	5,850.00
FFCB 1.3 11/25/2019-16	3133EGBK0	0.00	0.00	6,500.00	1.300	0.000	11/26/2018	6,500.00
FFCB 1.7 5/3/2021-17	3133EF5T0	0.00	0.00	8,500.00	1.700	0.000	11/5/2018	8,500.00
FHLB 1.375 2/28/2019-17	3130ABEH5	0.00	0.00	6,875.00	1.375	0.000	11/28/2018	6,875.00
GE Capital International 2.04 11/15/2020	36164QMS4	0.00	0.00	11,710.00	2.040	0.000	11/15/2018	11,710.00
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	370.09	1.750	0.000	11/30/2018	370.09
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	378.62	1.850	0.000	11/30/2018	378.62
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	337.68	1.650	0.000	11/30/2018	337.68
T-Note 0.875 5/15/2019	912828R44	0.00	0.00	4,375.00	0.875	0.000	11/15/2018	4,375.00
Wells Fargo Bank 1.15 7/22/2019	9497486R3	0.00	0.00	243.20	1.150	0.000	11/20/2018	243.20
Sub Total / Average		0.00	0.00	74,597.00				74,597.00
Withdraw								
Union Bank Cash	LGIPUNIONBANK	7,336,107.83	7,336,107.83	0.00	N/A	0.000	11/20/2018	7,336,107.83
Sub Total / Average		7,336,107.83	7,336,107.83	0.00				7,336,107.83

<p>MONTHLY OPERATIONS REPORT FOR THE MONTH OF NOVEMBER 2018</p> <p>TECHNICAL SUPPORT WORK GROUP SUMMARY</p>

Capital Improvement Program

Fremont and Paseo Padre Lift Stations Improvements Project – Project closeout in progress.

Sludge Degritter System Project – Submittal review of the proposed Slurry cup replacement in progress.

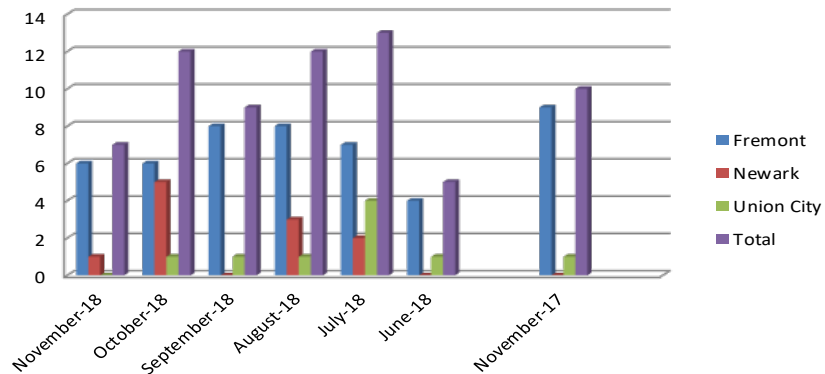
Primary Digester No. 3 Rehabilitation Project – Concrete demolition work for the mixing pipes replacement is nearly complete. Contractor is working on submittals and procurement of the mixing piping.

Cast Iron/Piping Lining Project Phase 7 – All CIPP liner installations have been completed. Project closeout in progress.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

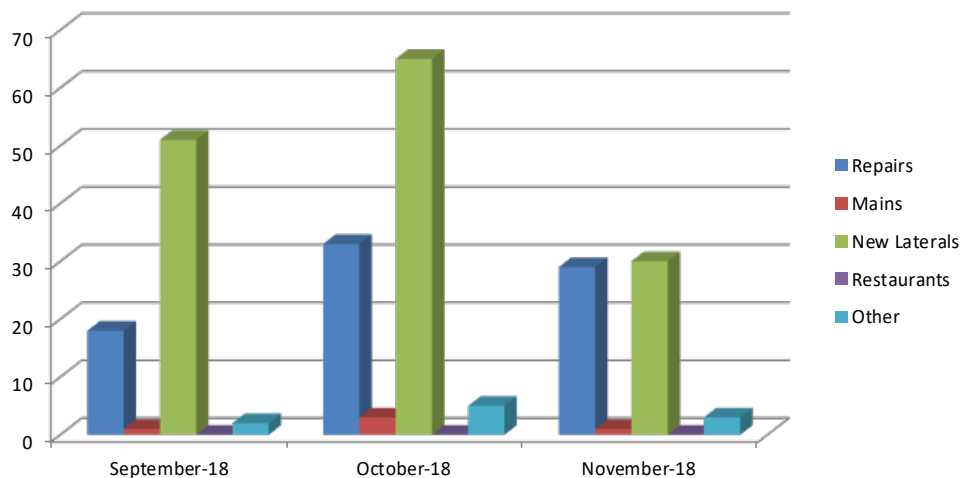
Month	Fremont	Newark	Union City	Total
November-18	6	1	0	7
October-18	6	5	1	12
September-18	8	0	1	9
August-18	8	3	1	12
July-18	7	2	4	13
June-18	4	0	1	5
November-17	9	0	1	10
6-Month Total				58



Sewer Permits Issued

Month	Repairs	Mains	New Lateral	Restaurants	Other
November-18	29	1	30	0	3
October-18	33	3	65	0	5
September-18	18	1	51	0	2

New Laterals - New residential lateral connections
Other - Non-residential construction (except restaurants)



Communication

- Social Media posts:
 - Vote (Election Day)
 - Wipes Clog Pipes – photo of wipes removed from USD wastewater
 - Veterans Day
 - Your Toilet is not a Trashcan
 - FOG messaging
 - Happy Thanksgiving – office closures
 - Don't Flush Medicines
 - Storekeeper Recruitment
- Continued activities regarding District Branding initiative
- Participated in Chamber of Commerce Board activities as Director and Past-President

Environmental Compliance

Pollution Prevention/Stormwater Programs

USD's Environmental Compliance (EC) team conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont's Environmental Services group. Over 600 Stormwater compliance inspections are conducted every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

During the past month, the EC team conducted 112 Stormwater (Urban Runoff), and 40 FOG (restaurant) inspections. During this reporting period, Inspectors identified 20 Stormwater and 16 FOG enforcement actions. Five (5) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. None (0) of the administrative fines were for illicit discharges and all were for repeated violations.

Urban Runoff Inspections and Enforcements

November 2018	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	
	112	3	0	12	5	0	20	% enforcement	18%

FOG Inspections and Enforcements

November 2018	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% Enforcement	40%
	40	3	13	0	0	0	16		

Enforcements:

VW – Verbal Warning

AF – Administrative Fine

AO – Administrative Order

WL – Warning Letter

LA – Legal Action

C&D – Cease & Desist Order

NOV – Notices of Violation

NOD – Notice of Deficiency

SNC – Significant Non-Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
6	9	1

Industrial Pretreatment

The Industrial Pretreatment program has pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
N7K Neurolink	
Silicon Valley RO/DI	

Permits Issued

Company Name	Date Permit Issued
None	

Industrial Permit Closures

Company Name	Date of Closure
None	

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

Report Name	Date Report Completed and Submitted
None	

Enforcement Action

IU Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforcement (1)
FMC#2 (Groundwater Permit GW-103)	Arsenic violation of 0.38 mg/L, which is in excess of the 0.35 mg/L Local Limit.	Newark	Arsenic	0.38 mg/L	Local limit of 0.35 mg/L	NOV 18-010

(1) WL – Warning Letter

C&D – Cease and Desist Order

NOV – Notices of Violation

SNC – Significant Non-Compliance

AO – Administrative Order

EM – Enforcement Meeting

Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Attendees
BAPPG Steering Committee	11/14/18	Doug Dattawalker
MEDS Coalition	11/19/18	Doug Dattawalker

Engineering/Construction

No. of projects under construction: 4

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for November 2018 Activities
1.	Fremont and Paseo Padre LS Improvement – Derek	\$2,801	10/16	100%	100%	Project closeout in progress.
2.	Sludge Degritter System Project – Kevin	\$1,436	11/17	95%	100%	Submittal review of the slurry cup replacement in progress. Fabrication of the slurry cup to follow.
3.	Primary Digester No. 3 Rehabilitation – Derek	\$1,956	03/19	76%	75%	Concrete demolition for mixing pipes in progress. Submittals and procurement of mixing piping is in progress.
4.	Cast Iron/Piping Lining Phase VII – Andrew	\$291	11/18	95%	100%	All CIPP liners have been installed. Project closeout in progress.

Design/Study

No. of projects in design/study phase: 13

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for November 2018 Activities
1.	Local Limits Study – Raymond	\$77	09/18	75%	98%	Assist with industrial discharge permits.
2.	Cathodic Protection System Project – Thomas	\$79	08/18	95%	100%	100% design in progress.
3.	Newark Basin Masterplan – Andrew	\$303	08/19	56%	54%	Finalized flow monitoring plan for wet weather. Installation of flow monitoring equipment scheduled for first week of December.
4.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$1,976	8/19	16%	16%	50% design submittal and generator supply specifications in progress.
5.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	51%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs.
6.	Emergency Outfall Improvements Project – Andrew	\$317	10/18	72%	72%	Completed 90% design submittal review. Adoption of Initial Study and Mitigated Negative Declaration scheduled for December 10 th .
7.	Primary Digester No. 7 Project – Curtis	\$1,476	09/18	85%	100%	Incorporation of design modifications from value engineering effort and design of 2.4-million-gallon tank in progress. Progress design workshop scheduled for December.
8.	Plant Master Plan – Raymond/Curtis	\$304	03/18	85%	100%	Evaluation of the building alternatives in progress. Planning level cost estimates to be completed in January.
9.	Effluent Management Study – Curtis	\$155	03/18	92%	100%	Study to incorporate results from Secondary Treatment Process Improvements.
10.	Odor Control Alternatives Study – Kevin	\$330	01/19	75%	75%	Preparation of modeling results from odor pilot testing in progress.
11.	Headworks Screen No. 3 Project – Thomas	\$215	3/19	85%	65%	90% design in progress.

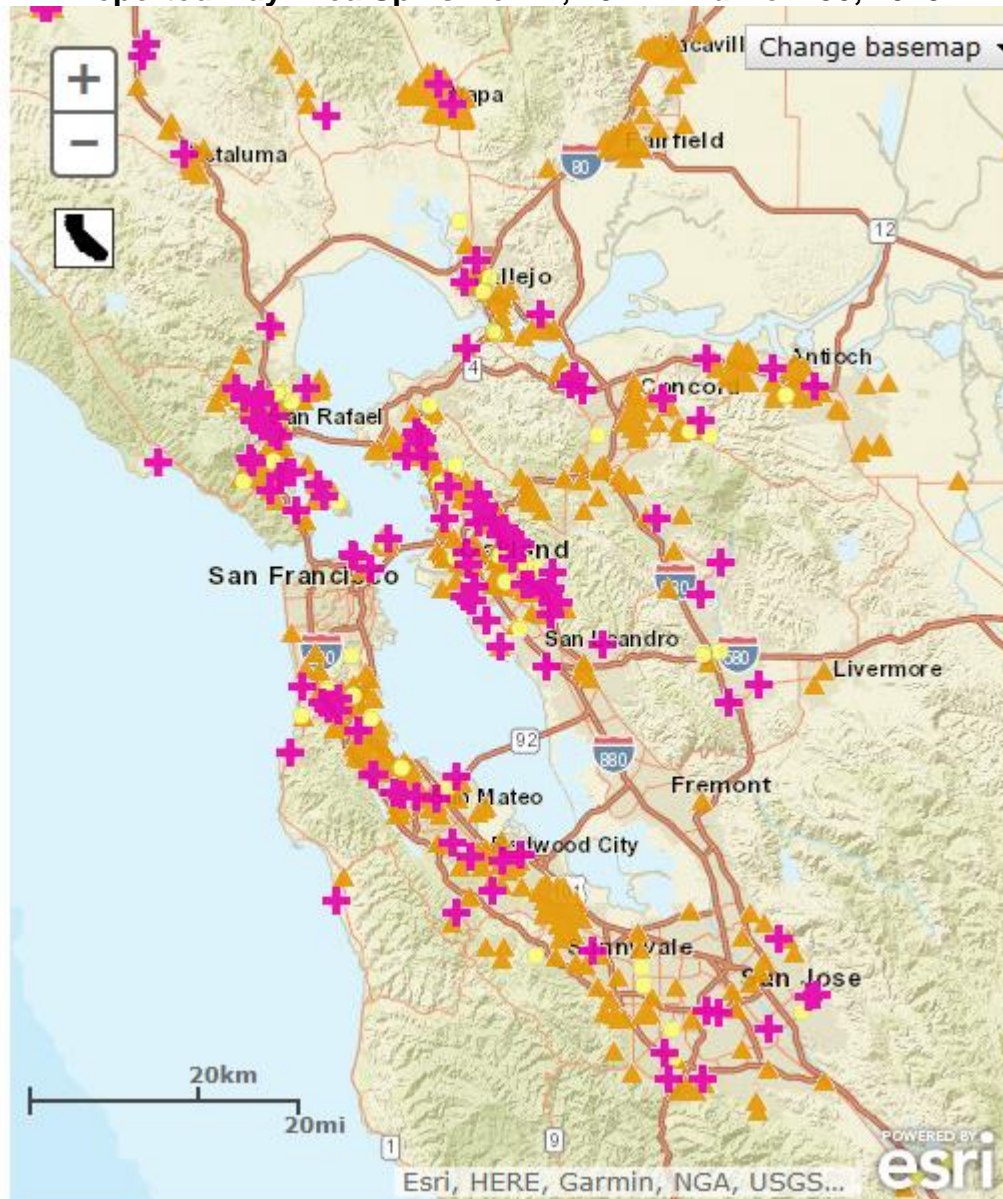
	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for November 2018 Activities
12.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	04/19	50%	40%	50% design submittal received. Review workshop scheduled for December 3 rd .
13.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	25%	31%	90% design submittal received November 28 th .

COLLECTION SERVICES ACTIVITIES REPORT November 2018

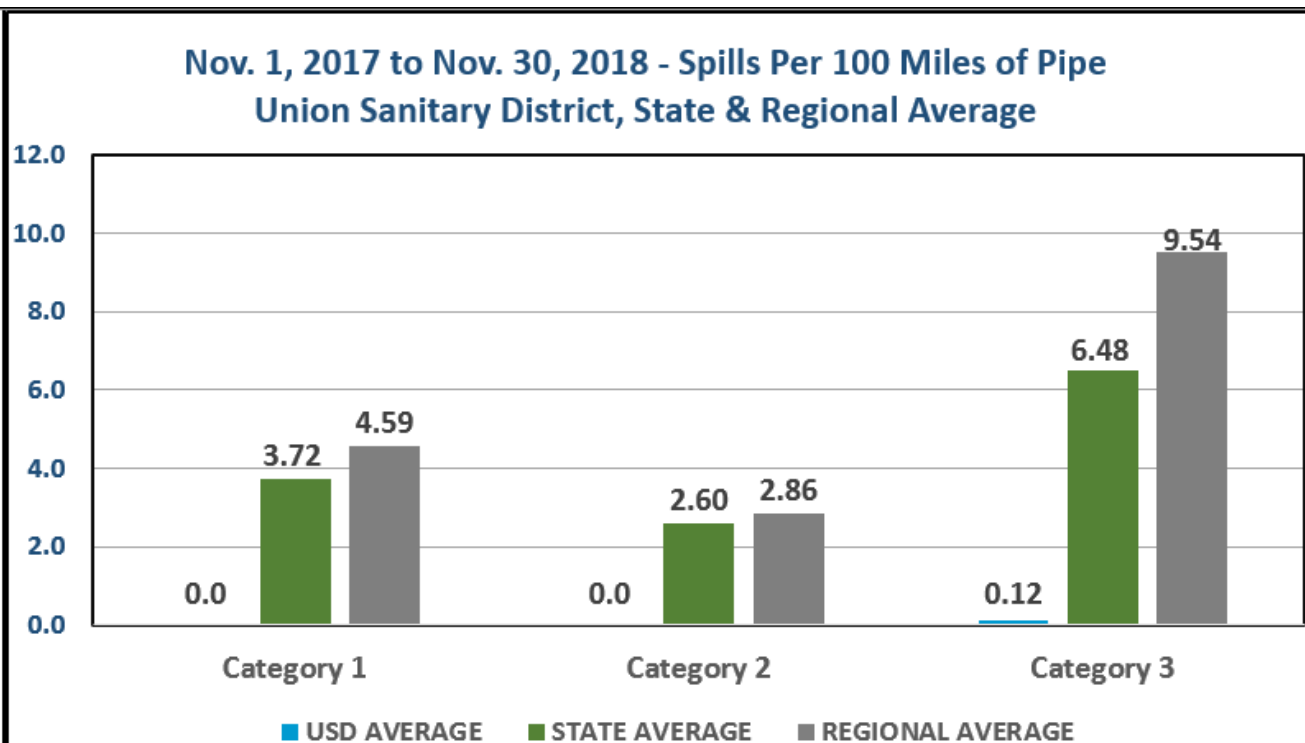
Progress/Accomplishments

- One SSO Spill in November (Category 3)
- Completed 21.5 miles of sewer main cleaning in November.
- Completed 12.7 miles of sewer main inspection in November.
- Responded to 8 service request calls in November.
- Completed a total of 2 sewer main repairs in November.
- Confined Space Entry Refresher (1 employee)
- 90 Day Safety Recognition Breakfast

Reported Bay Area Spills Nov. 1, 2017 Thru Nov. 30, 2018



Nov. 1, 2017 to Nov. 30, 2018 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



Spill Rate Statistics - November 1, 2017 to November 30, 2018

Spills per 100 Miles of Pipe

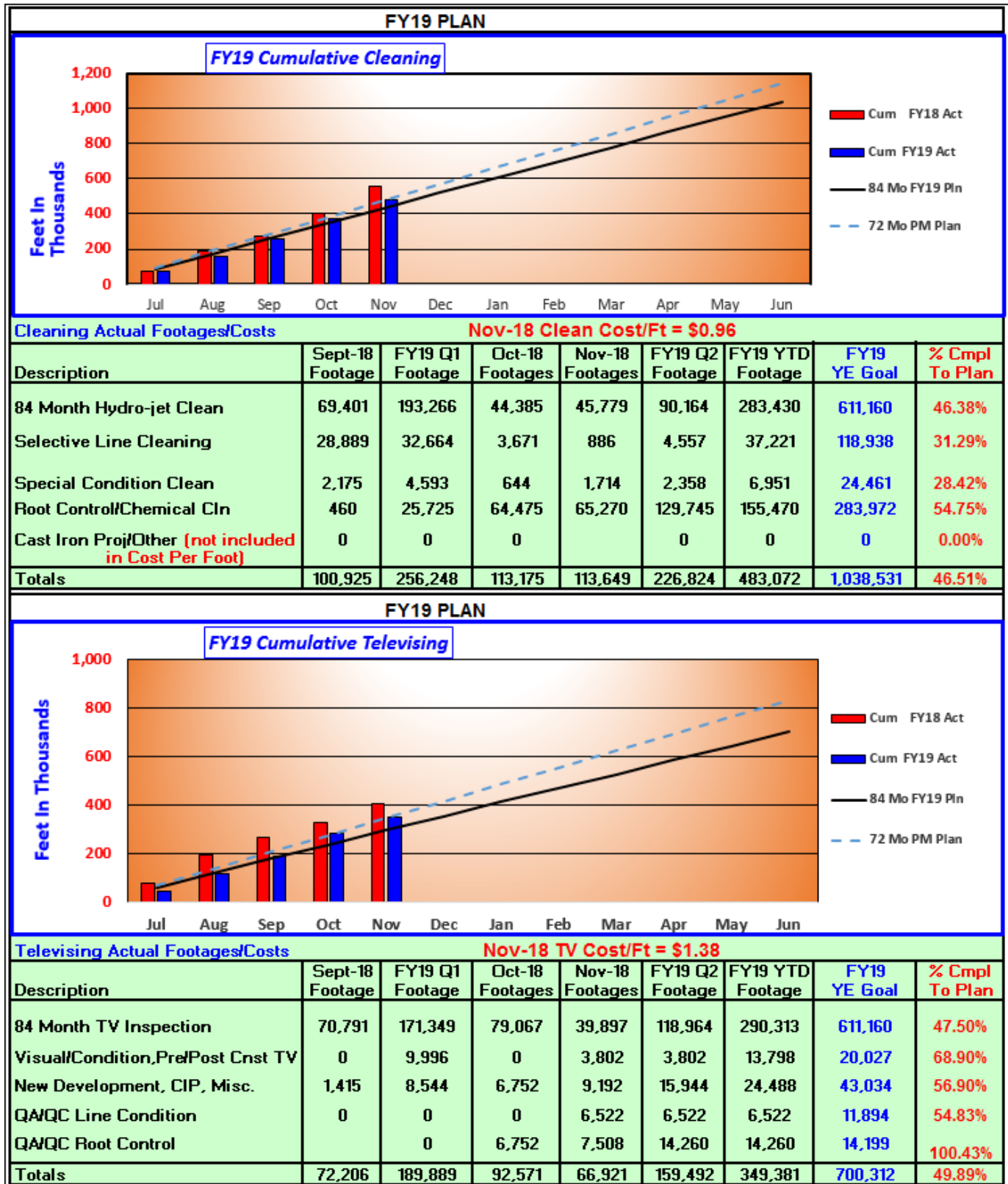
	Category 1	Category 2	Category 3
USD AVERAGE	0.0	0.0	0.12
STATE AVERAGE	3.72	2.60	6.48
REGIONAL AVERAGE	4.59	2.86	9.54

Category 1 - 1,000 gallons or more. Discharges to surface water, not fully captured

Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured

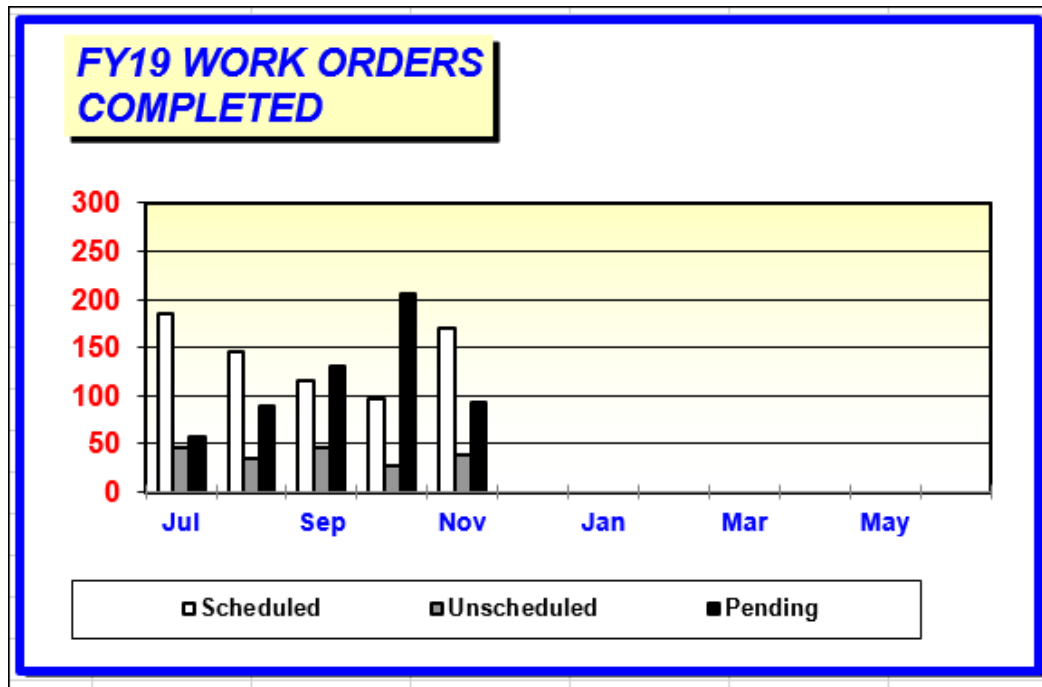
Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

Performance Measures

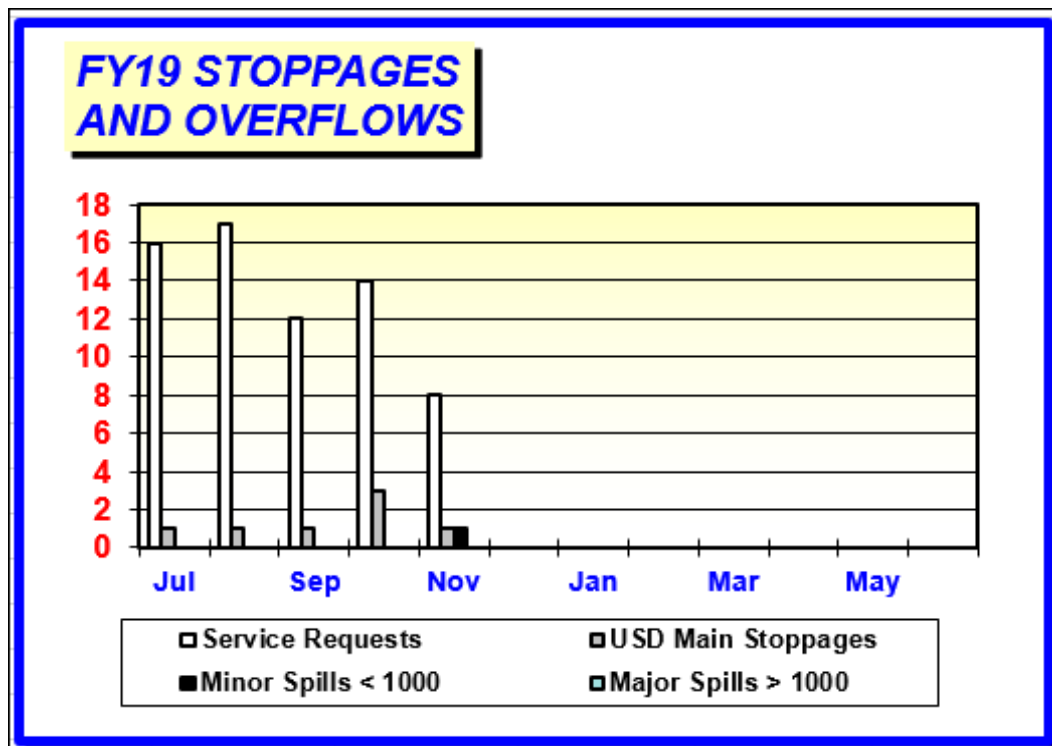


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



Fabrication, Maintenance and Construction Activities Report November 2018

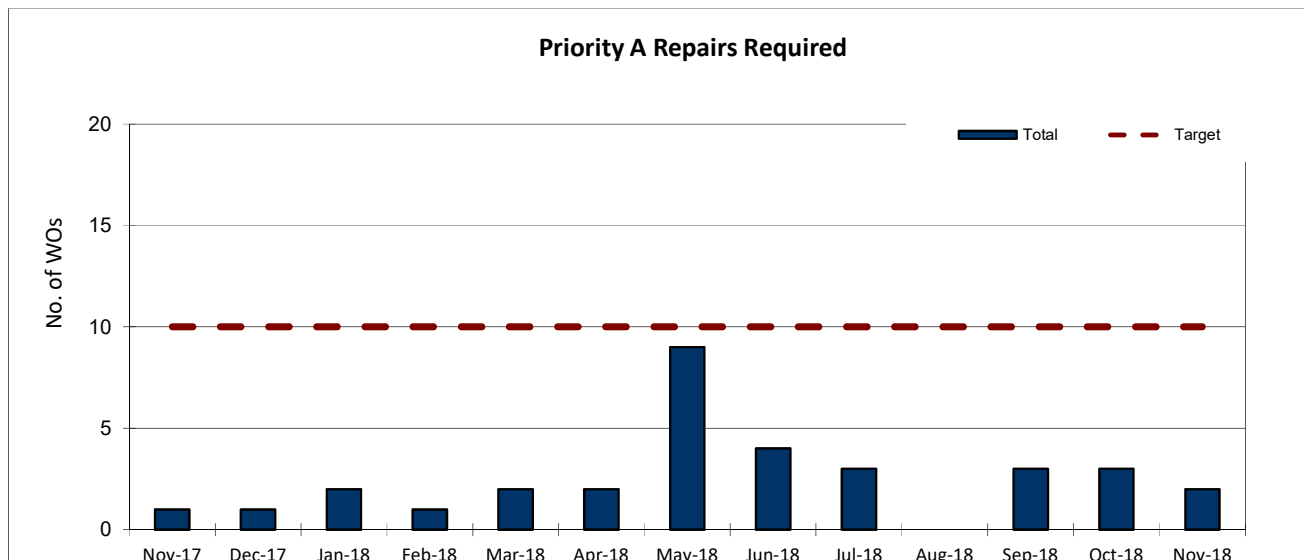
Progress/Accomplishments

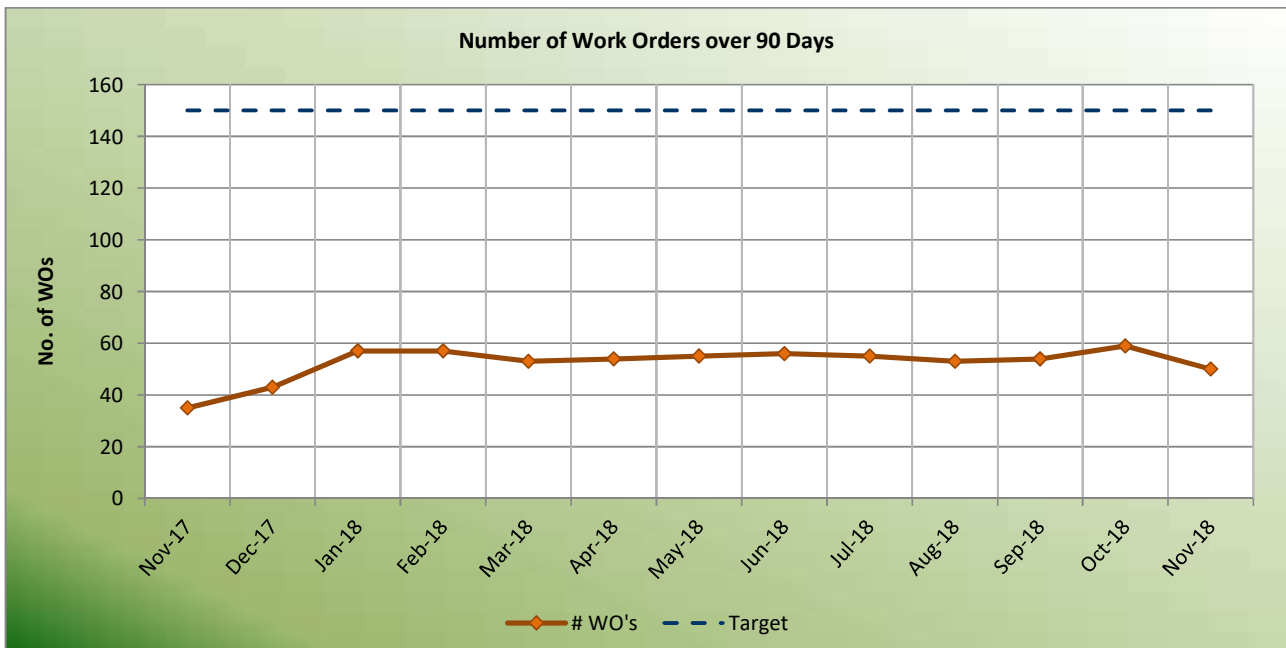
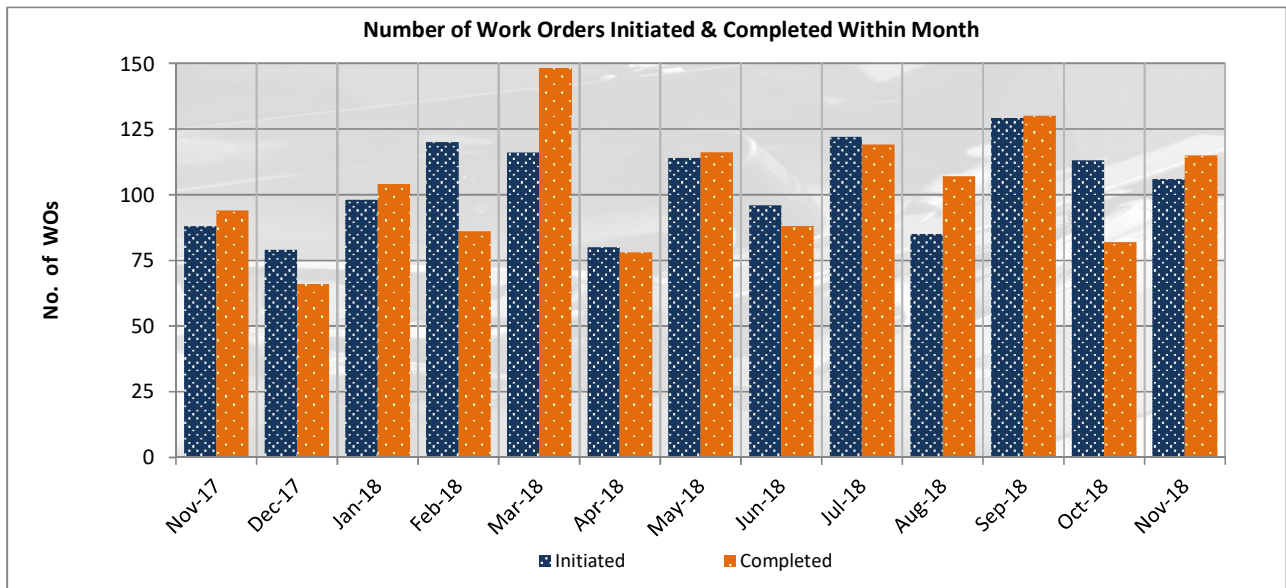
- Completed 97.24% of preventive maintenance activities for the month of November
- Completed 94 corrective maintenance work orders for the month of November
- Install East Barscreen
- Remove Cogen 1 generator and send out for repair
- Prepare Old Cogen 1 (Waukesha) to be removed for auction
- CB1 cleaning (3 consecutive shutdowns)

Future Planning

- Removal of old cogen 1 (Waukesha)
- Overhaul EBDA pump 2
- Aeration Basin 6 tubing replacement for acid cleaning
- Permanent Piian system installation
- Cogen 1 gernerator installation and bring back online

Performance Measurements





**Treatment & Disposal
Activities Report
November 2018**

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits.
- Completed 96% preventive maintenance activities for the month of November.
- Conduct plant shutdowns for condition assessments and cleaning of Control Box No. 1.
- Competency testing of Plant Operator III Trainees.
- Conduct plant shutdowns for condition assessments and cleaning of Control Box No. 1.
- Evaluate proposals, attended product demonstrations, and selected Ethosoft for implementation of the Laboratory Information Management System.
- Reviewed the permit application for authority to construct Digester No. 7 and answered questions from BAAQMD.
- ELAP accepted the ammonia study submitted in October. ELAP certification is valid until September 2019.
- Two Lab staff members attended the TNI implementation Seminar No. 5 presented for CWEA.
- Provided recommendations for responding to the BACWA nutrient survey.
- Met with Regional board and Woodard and Curran to discuss possibilities for increased discharge to Old Alameda Creek.
- Began submitting monthly cogeneration natural gas totals to PG&E for preferential billing under tariff G_EG.

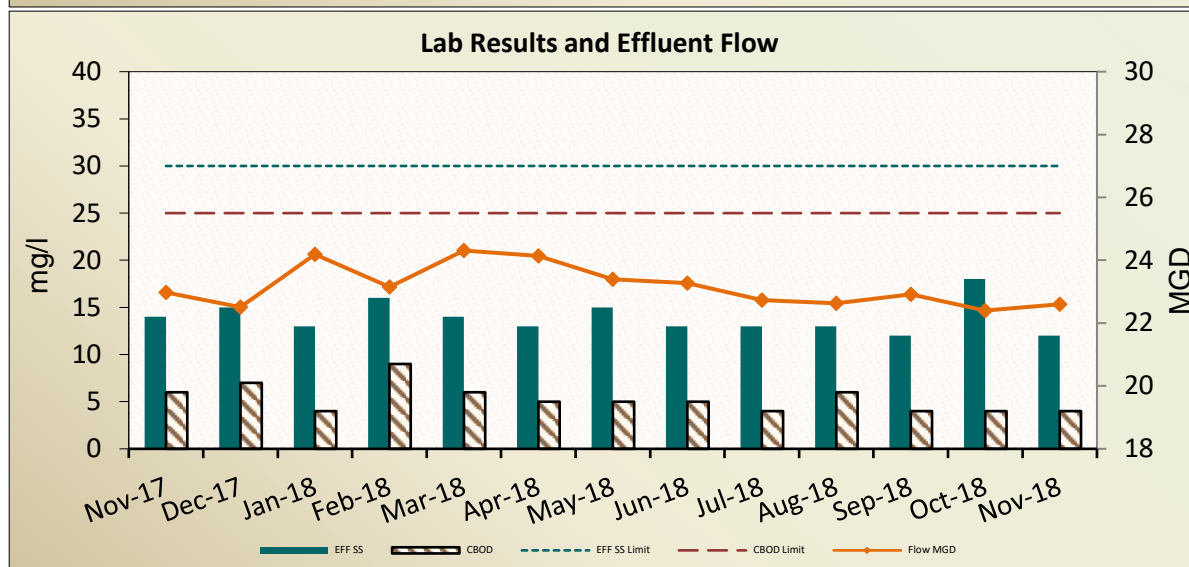
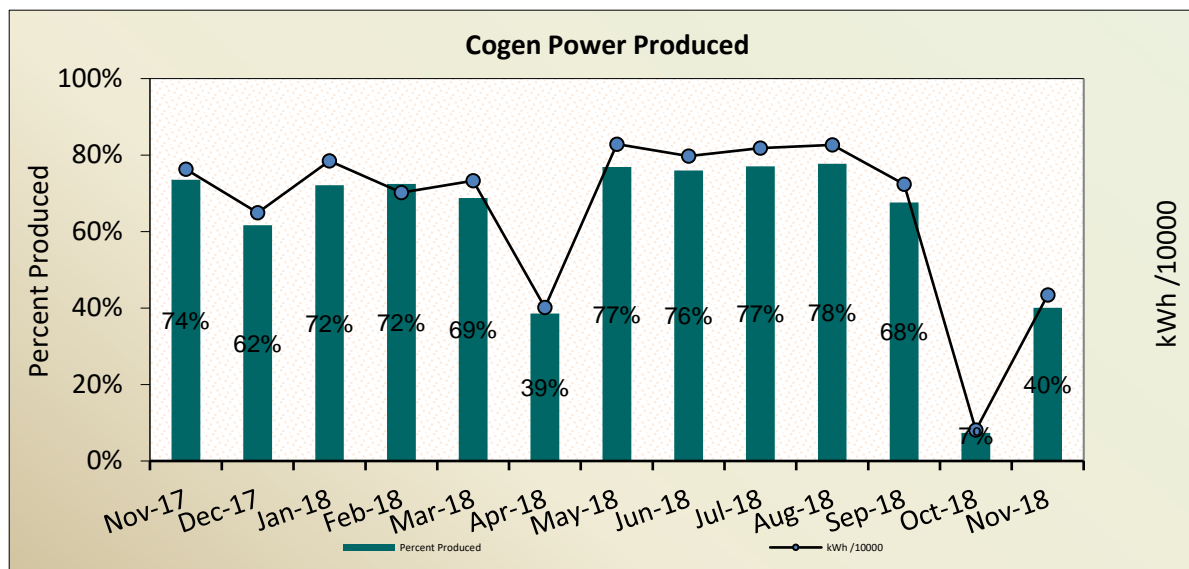
Future Planning

- Competency testing of Plant Operator III Trainees.
- Support Hazen Secondary Treatment Improvements Predesign Converge Phase Plant Research.
- Attend the BACWA Annual Meeting.
- Review the administrative draft of the second San Francisco Bay Nutrient Watershed permit.
- Attend the Nutrient Watershed Permit Workshop.
- Review the application for authority to construct emergency diesel engine replacement project.

Other

- Cogen system produced 40% of power consumed for the month of November.

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Sep-18	Oct-18	Nov-18
Copper, µg/l	78	4.5	5.8	4.4
Mercury, µg/l	0.066	0.0024	0.0024	0.0015
Cyanide, µg/l	42	E 1.3	E 1.1	< 0.9
Ammonia- N, mg/L (Range)	130	39.8 - 46.4	40.7 - 43.5	36.6 - 43.7
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	16 - 48	6 - 37	39 - 69
• 11-Sample 90th Percentile	1100	59 - 91	36 - 64	64 - 79
Enterococci				
• Monthly Geometric Mean	240	10	10	11.9
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

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. 10 - Meeting of January 14, 2019
Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8085 – Bayshores Phase 1, Located along Willow Street between Seawind Way and Central Avenue in the City of Newark

Recommendation

Consider a resolution to accept a sanitary sewer easement for Tract 8085 – Bayshores Phase 1, located along Willow Street between Seawind Way and Central Avenue in the City of Newark.

Background

The developers, William Lyon Homes, Inc. and CDCG Group Holdings Bayshores LP, are constructing 195 single-family dwelling units and 179 multi-family dwelling units (consisting of 108 condominium units and 71 townhome units) for Tract 8085, located along Willow Street between Seawind Way and Central Avenue in the city of Newark. A vicinity map is attached.

Sanitary sewer service to the residential development will be provided by new 8-inch mains and a 12-inch main in the development's public and private roadways; the new 12-inch main is located in Seawind Way and discharges to an existing 36-inch trunk sewer in Willow Street. Some of the roadways of the development did not meet the City of Newark's street dimensions and structure setback requirements for public streets and were, therefore, designated as private streets. William Lyon Homes, Inc. and CDCG Group Holdings Bayshores LP have constructed the new 8-inch and 12-inch sewer mains and have granted the District sanitary sewer easements that

provide for access, maintenance, and service of the new sewer mains in the private roadways of the development.

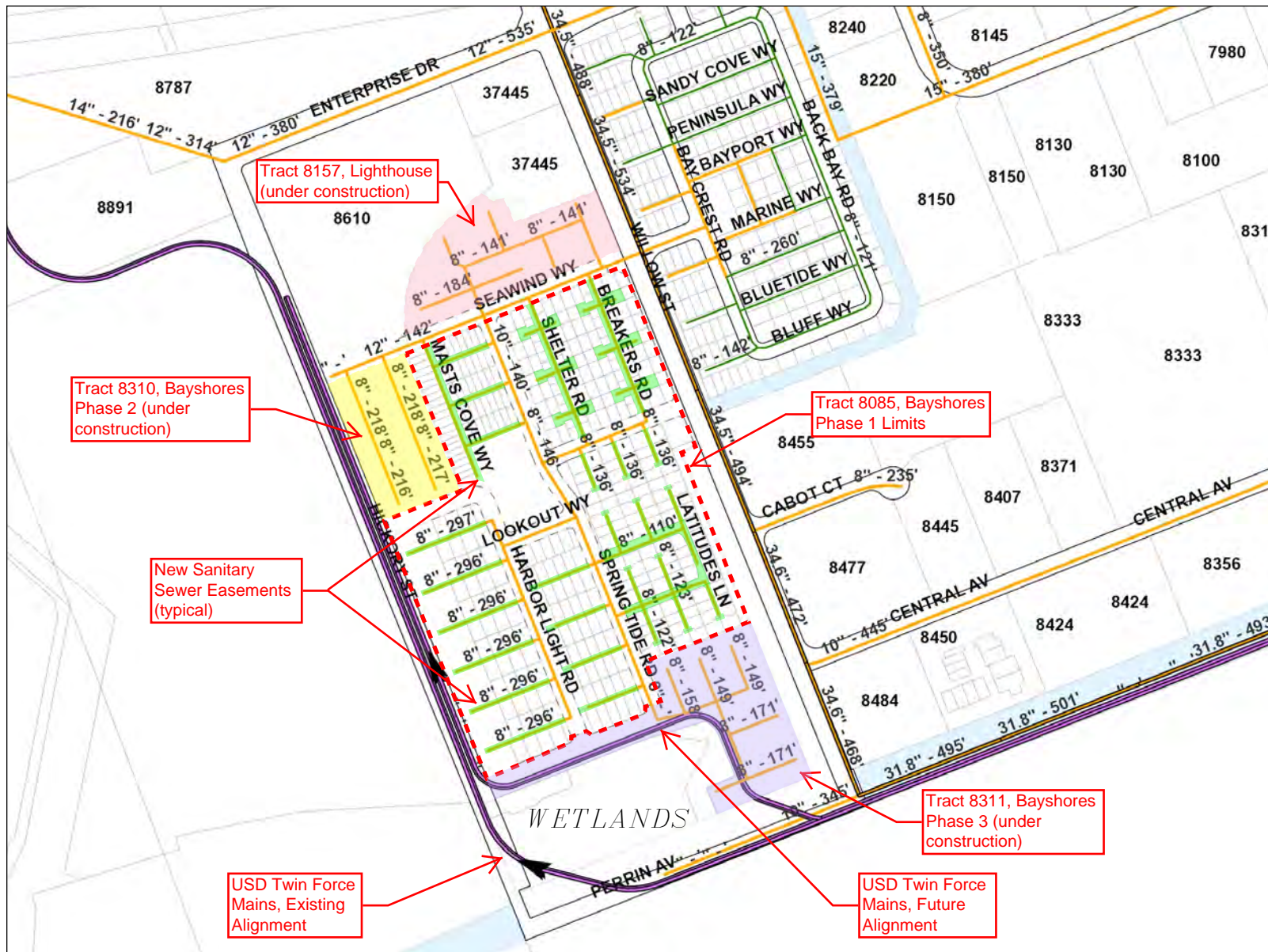
District staff has reviewed the legal description and plat map of the easements, as well as the Grant of Easement, and recommends approval.

PRE/SEG/RA/RS;dl

Attachments: Vicinity Map
Resolution
Recording Request with Certificate of Acceptance
Grant of Easement with Exhibits A and B



Vicinity Map, Grant of SSE, TR 8085 - Bayshores Phase 1, Willow St., Newark



Legend

Sewer Mains

- <all other values>
 - EBDA outfall
 - Forcemain
 - Gravity main
 - Overflow main
 - Siphons
 - Trunk Main
- Public Right of Way
- Private Right of Way
- Parcels
- <all other values>
 - Alameda Cnty Flood Cntrl

500.0 0 250.00 500.0 Feet

1:6,000

Printed: 12/21/2016 2:05 PM



For USD use only

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.

Notes

RESOLUTION NO. _____

**ACCEPT A SANITARY SEWER EASEMENT FOR
TRACT 8085 – BAYSHORES PHASE 1,
LOCATED ALONG WILLOW STREET
BETWEEN SEAWIND WAY AND CENTRAL AVENUE,
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 William Lyon Homes, Inc. and CDCG Group Holdings Bayshores LP, executed on February 19, 2017, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on January 14, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANJALI LATHI
President, Board of Directors
Union Sanitary District

Attest:

JENNIFER TOY
Secretary, Board of Directors
Union Sanitary District

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

WILLIAM LYON HOMES, INC. AND CDCG GROUP HOLDINGS BAYSHORES LP

AND

UNION SANITARY DISTRICT

Effective Date: January 14, 2019

CERTIFICATE OF ACCEPTANCE

(Grant of Easement)

This is to certify that the interest in real property conveyed by the Grant of Easement for Sanitary Sewer Purposes, dated February 19, 2017, from William Lyon Homes, Inc. and CDCG Group Holdings Bayshores LP, to UNION SANITARY DISTRICT, an independent special district ("**District**"), is hereby accepted by the undersigned officer or agent on behalf of the District pursuant to authority conferred by Resolution No. _____, dated January 14, 2019, and the District consents to recordation thereof by its duly authorized officer.

Date: January __, 2019

District

UNION SANITARY DISTRICT

Paul R. Eldredge, General Manager

ACKNOWLEDGMENT

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 California)
) ss
County of Alameda)

On _____, 2019, before me, Regina Dyan McEvoy,
(Name of Notary)

notary public, personally appeared _____
 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

GRANT OF EASEMENT
FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 9th day of February 2017, by and between WILLIAM LYON Homes, INC., a California corporation and CDCG GROUP HOLDINGS BAYSHORES LP, a Delaware limited partnership, the Parties of the First Part, and Union Sanitary District, the Party of the Second Part,

WITNESSETH:

That said 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/Parties 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 Parties of the First Part have executed this indenture the day and year first above written.

William Lyon Homes, Inc., a California corporation

By: 

Name: Scott T. Hilk

Title: Vice President, Project Manager

CDCG GROUP HOLDINGS BAYSHORES LP,
a Delaware limited partnership

By: CDCG Asset Management, LLC
An Arizona limited liability company
Its authorized agent

By: 

Name: Steven S. Benson

Title: its Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On February 10, 2017 before me, Terri Lynn Lane Llorente, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Scott T. Hilk

Name(s) of Signer(s)



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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement - USD

Document Date: February 9, 2017 Number of Pages: 18

Signer(s) Other Than Named Above: n/a

Capacity~~(ies)~~ Claimed by Signer~~(s)~~

Signer's Name: Scott T. Hilk

Signer's Name: n/a

☒ Corporate Officer — Title(s): vice President, Project Management

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: William

Signer Is Representing: _____

lyon Homes, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

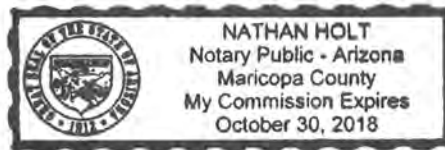
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9th day of February 2017, by Steven S. Benson, the manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of CDCG GROUP HOLDING BAYSHORES LP, a Delaware limited partnership, for and on behalf thereof.

Nathan Holt
Notary Public

10/31/18
My commission expires



NOVEMBER 18, 2016
JOB NO.: 1496-021

EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT
TRACT 8085 (339 M 76)
NEWARK, CALIFORNIA

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


BEING ALL OF THOSE "SSE, SANITARY SEWER EASEMENTS", AS SAID "SSE
SANITARY SEWER EASEMENTS" ARE SHOWN AND SO DESIGNATED ON THE FINAL MAP
FOR TRACT 8085, RECORDED MAY 4, 2016, IN BOOK 339 OF MAPS, AT PAGES
76-93, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY,
AFFECTING THOSE CERTAIN LOTS DESCRIBED AS FOLLOWS:

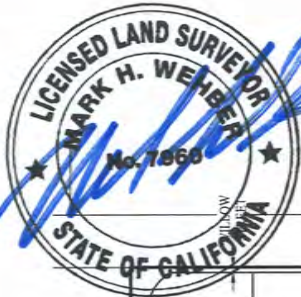
BEING ALL OF LOTS A, B, C, D, E, F, AND G, A PORTION OF LOTS 1 THROUGH
12, INCLUSIVE, LOTS 22 THROUGH 69, INCLUSIVE, LOTS 78 THROUGH 164,
INCLUSIVE, LOTS 170 THROUGH 216, INCLUSIVE, AND A PORTION OF PARCELS
H, I, L, M, AND R, ALL AS SHOWN ON SAID FINAL MAP FOR TRACT 8085.

ATTACHED HERETO IS "EXHIBIT B, PLAT MAP OF SANITARY SEWER EASEMENT
GRANTED TO UNION SANITARY DISTRICT" AND BY THIS REFERENCE MADE A PART
HEREOF.

END OF DESCRIPTION



 11/18/16
MARK WEHBER, P.L.S.
L.S. NO. 7960



11/10/16

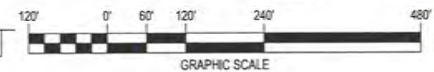
EXHIBIT B

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

SCALE: 1" = 120' NOVEMBER 2016

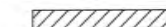


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN TWO FOUND IRON PIPES IS TAKEN AS NORTH 21°48'56" WEST AND ROTATED 0°00'27" CLOCKWISE FROM THE BASIS OF BEARINGS AS SHOWN ON PARCEL MAP 9837 (315 PM 84). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
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- - - CENTERLINE
- MONUMENT LINE
- (R) RADIAL
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-CL) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (LL) LOT LINE
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- ⊙ SET STANDARD STREET MONUMENT, LS 8164
- SET 5/8" REBAR AND CAP, LS 8164
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- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
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- PUE PUBLIC UTILITY EASEMENT
- PWLE PRIVATE WATER LINE EASEMENT
- TE TRAIL EASEMENT
- WLE WATER LINE EASEMENT
- (C#) INDICATES CONDOMINIUM LOT AND NUMBER OF UNITS



- SHEET LIMIT
- ① SHEET NUMBER



INDEX SHEET

Original map may be found at USD, 5072 Benson Rd., Union City, CA 94587

EXHIBIT B

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

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 30' NOVEMBER 2016



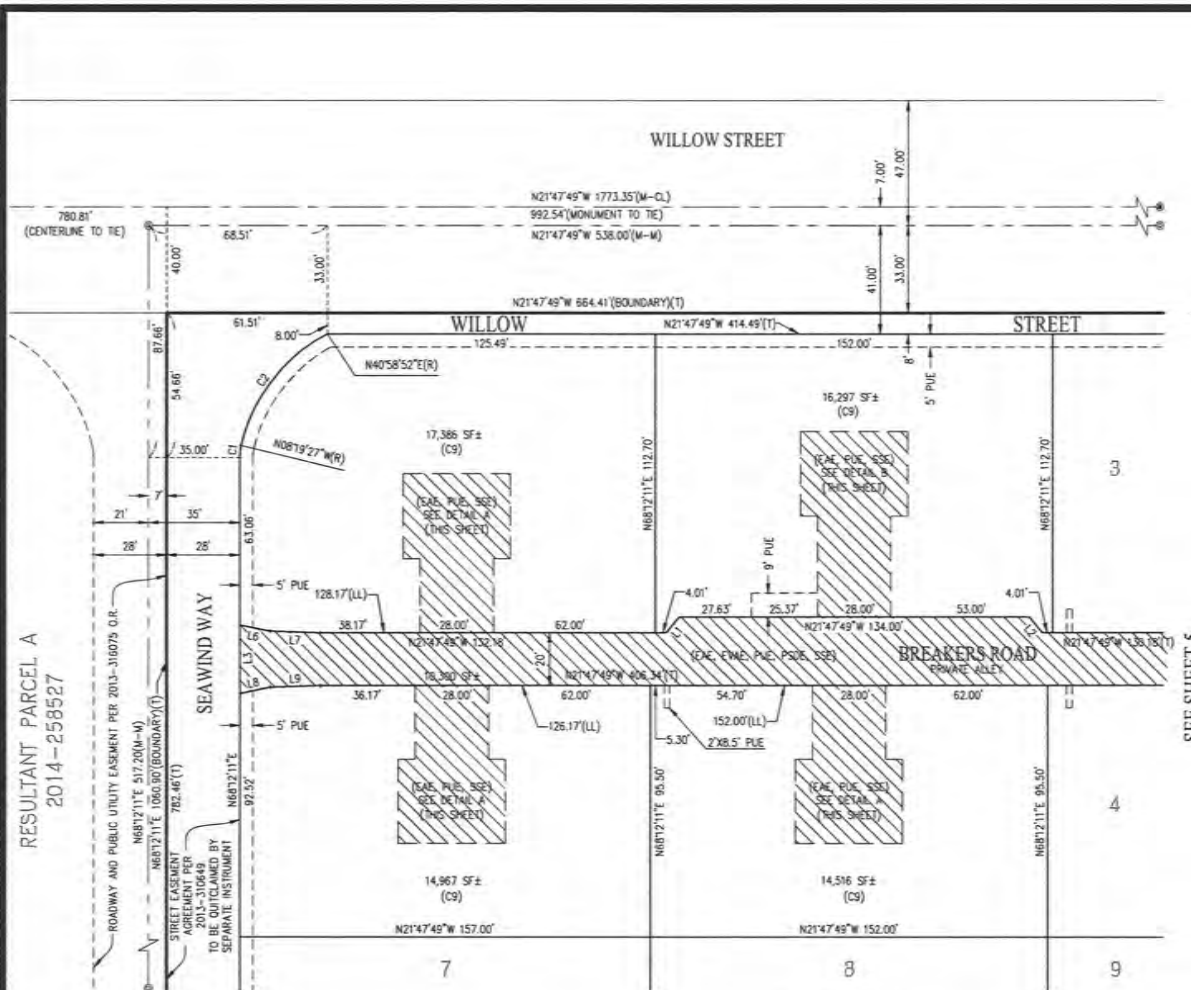
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SANITARY SEWER EASEMENT AREA



RESULTANT PARCEL A
2014-258527

NO	BEARING	LENGTH
L1	N72°04'05"W	7.80'
L2	N28°28'26"E	7.80'
L3	N68°12'11"E	25.96'
L6	N107°55'52"W	11.84'
L7	N20°00'02"W	19.23'
L8	N33°21'47"W	11.84'

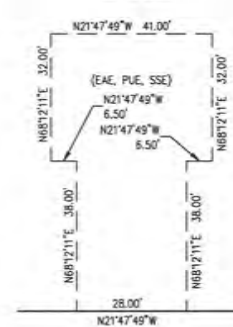
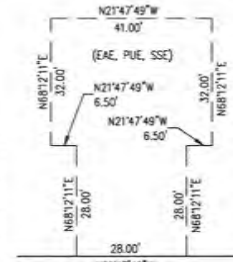
NO	BEARING	LENGTH
L9	N23°35'33"W	19.23'

NO	RADIUS	DELTA	LENGTH
C1	20.00'	13°28'22"	4.70'
C2	64.00'	13°28'19"	55.07'

SEE SHEET 3

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 995 (76 PM 85)
- (2) MAP OF THE TOWN OF NEWARK (17 M 10)
- (3) PARCEL MAP 940 (76 PM 21)
- (4) PARCEL MAP 7505 (252 PM 81)
- (5) PARCEL MAP 1130 (105 PM 92)
- (6) PARCEL MAP 1471 (84 PM 23)
- (7) RECORD OF SURVEY NO. 640 (11 RS 81)
- (8) PARCEL MAP 1689 (87 PM 68)
- (9) PARCEL MAP 9837 (315 PM 84)
- (10) DEED (2013-310645)
- (11) DEED (2013-310647)
- (12) DEED (2015-206658)



1496-021

SHEET 2 OF 15

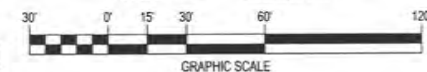
Original map may be found at USD, 5072 Benson Rd., Union City, CA 94587

EXHIBIT B

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

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

SCALE: 1" = 30' NOVEMBER 2016



BASIS OF BEARINGS:

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CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	90°00'00"	23.56'
C2	15.00'	23°57'38"	6.27'
C3	15.00'	42°04'44"	11.02'
C4	15.00'	23°57'38"	6.27'

LINE TABLE		
NO	BEARING	LENGTH
L1	N28°28'26"E	7.80'
L2	N72°04'05"W	7.80'
L3	N68°12'11"E	1.50'
L4	N101°33'52"W	11.84'
L5	N20°00'02"W	19.23'
L6	N23°35'37"W	19.23'
L7	N33°21'47"W	11.84'

LEGEND

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- ▨ SANITARY SEWER EASEMENT AREA

DETAIL A
NOT TO SCALE

SEE SHEET 2

SEE SHEET 5

SEE SHEET 4

SEE SHEET 14

SEE SHEET 13

RESULTANT PARCEL A
2014-258527

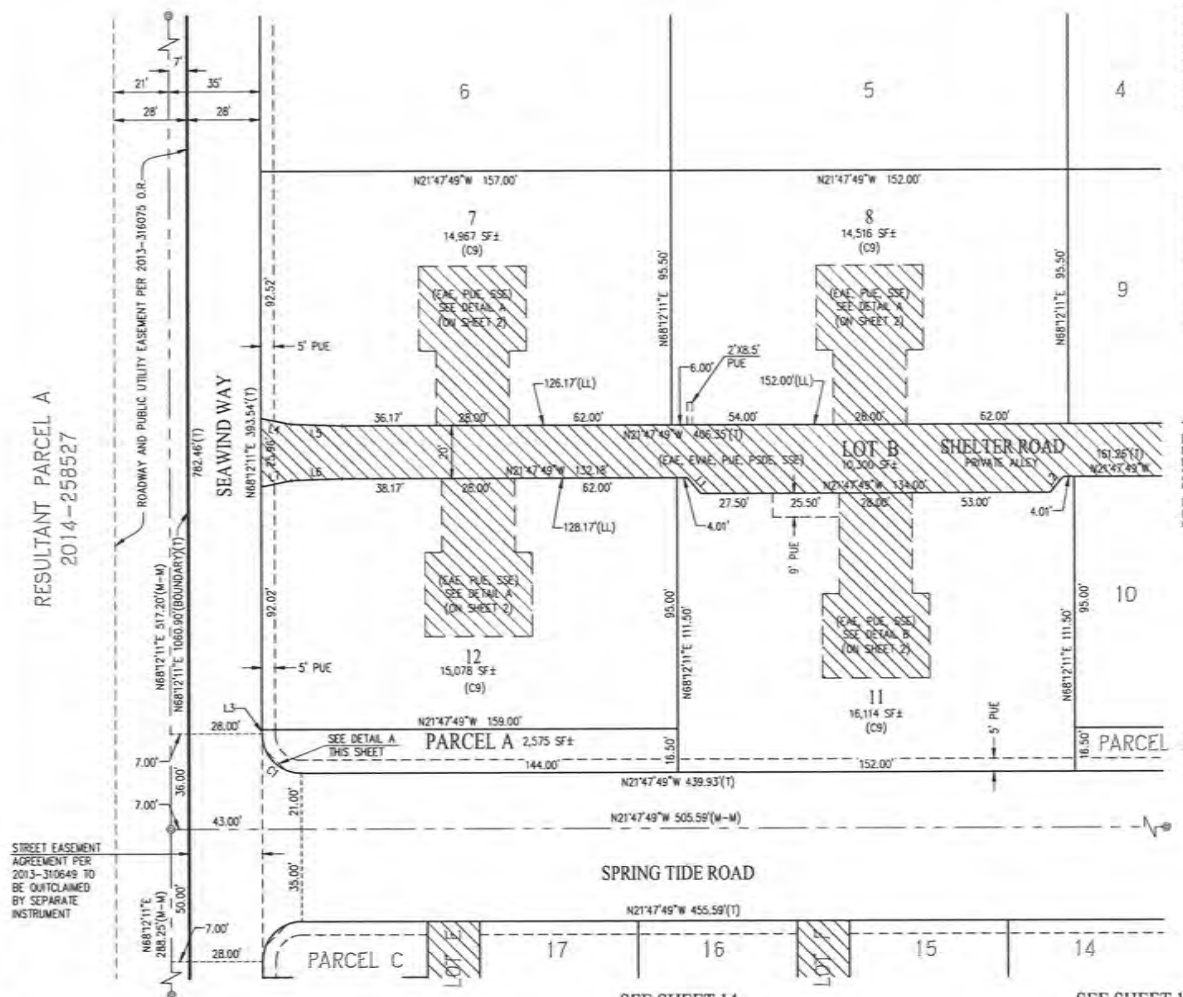




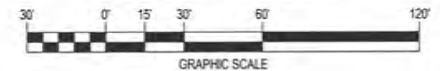
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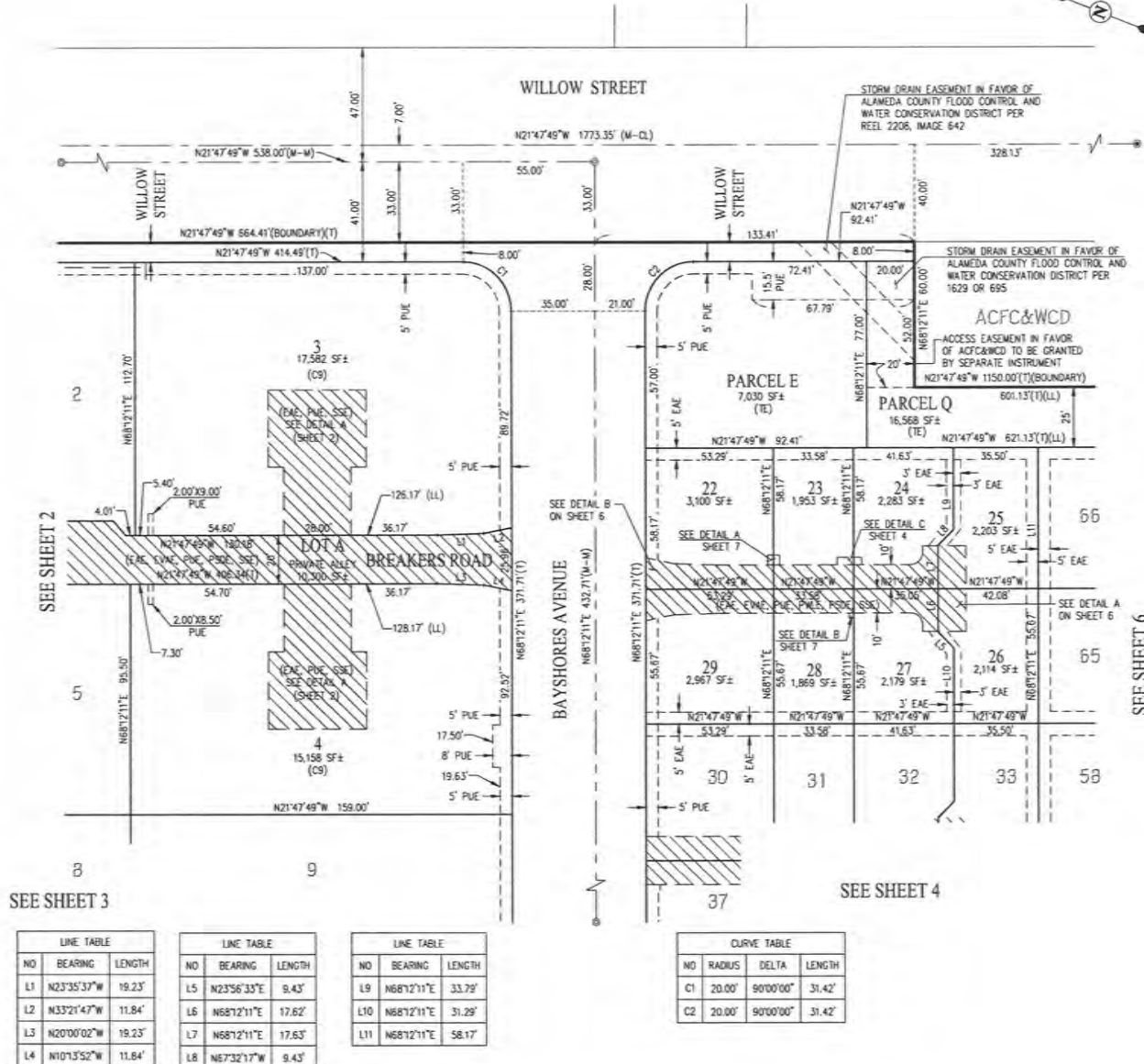


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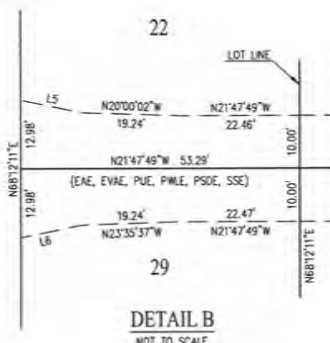
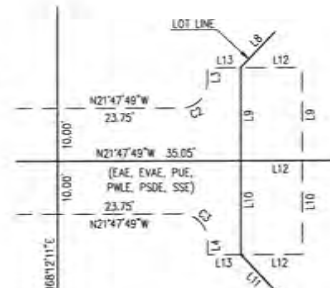
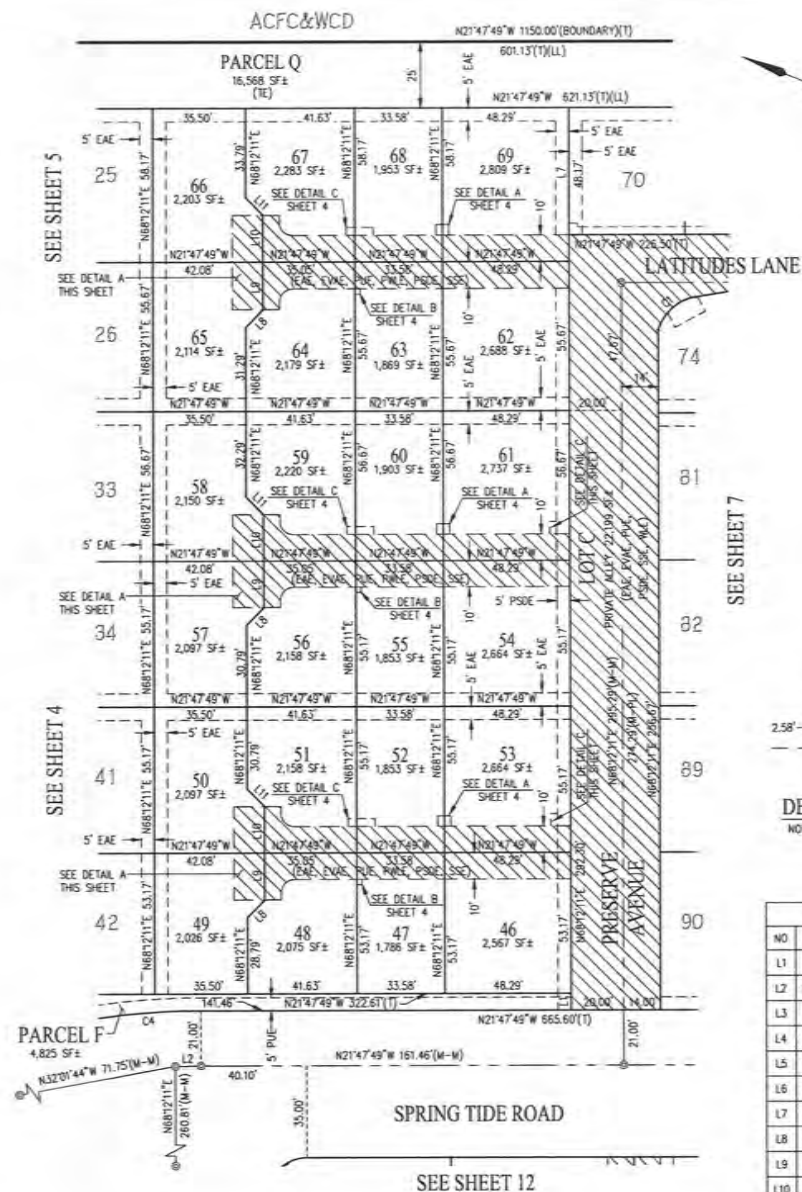


NO	BEARING	LENGTH
L1	N23°35'37"W	19.23'
L2	N33°21'47"W	11.84'
L3	N20°00'02"W	19.23'
L4	N10°13'52"W	11.84'

NO	BEARING	LENGTH
L5	N23°36'33"E	9.43'
L6	N68°12'11"E	17.62'
L7	N68°12'11"E	17.63'
L8	N67°32'17"W	9.43'

NO	BEARING	LENGTH
L9	N68°12'11"E	33.79'
L10	N68°12'11"E	31.29'
L11	N68°12'11"E	58.17'

NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'



NO	BEARING	LENGTH
L1	N68°12'11"E	6.45'
L2	N22°54'03"W	9.90'
L3	N68°12'11"E	2.63'
L4	N68°12'11"E	2.62'
L5	N10°13'52"W	11.84'
L6	N33°21'47"W	11.84'
L7	N68°12'11"E	58.17'
L8	N67°32'17"W	9.43'
L9	N68°12'11"E	17.63'
L10	N68°12'11"E	17.82'

NO	BEARING	LENGTH
L11	N23°56'33"E	9.43'
L12	N21°47'49"W	11.71'
L13	N21°47'49"W	6.29'

NO	RADIUS	DELTA	LENGTH
C1	18.00'	63°32'58"	19.96'
C2	5.00'	90°00'00"	7.65'
C3	5.00'	90°00'00"	7.65'
C4	278.00'	18°15'22"	88.58'

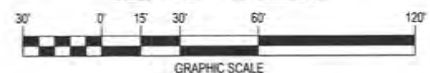
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SCALE: 1" = 30' NOVEMBER 2016

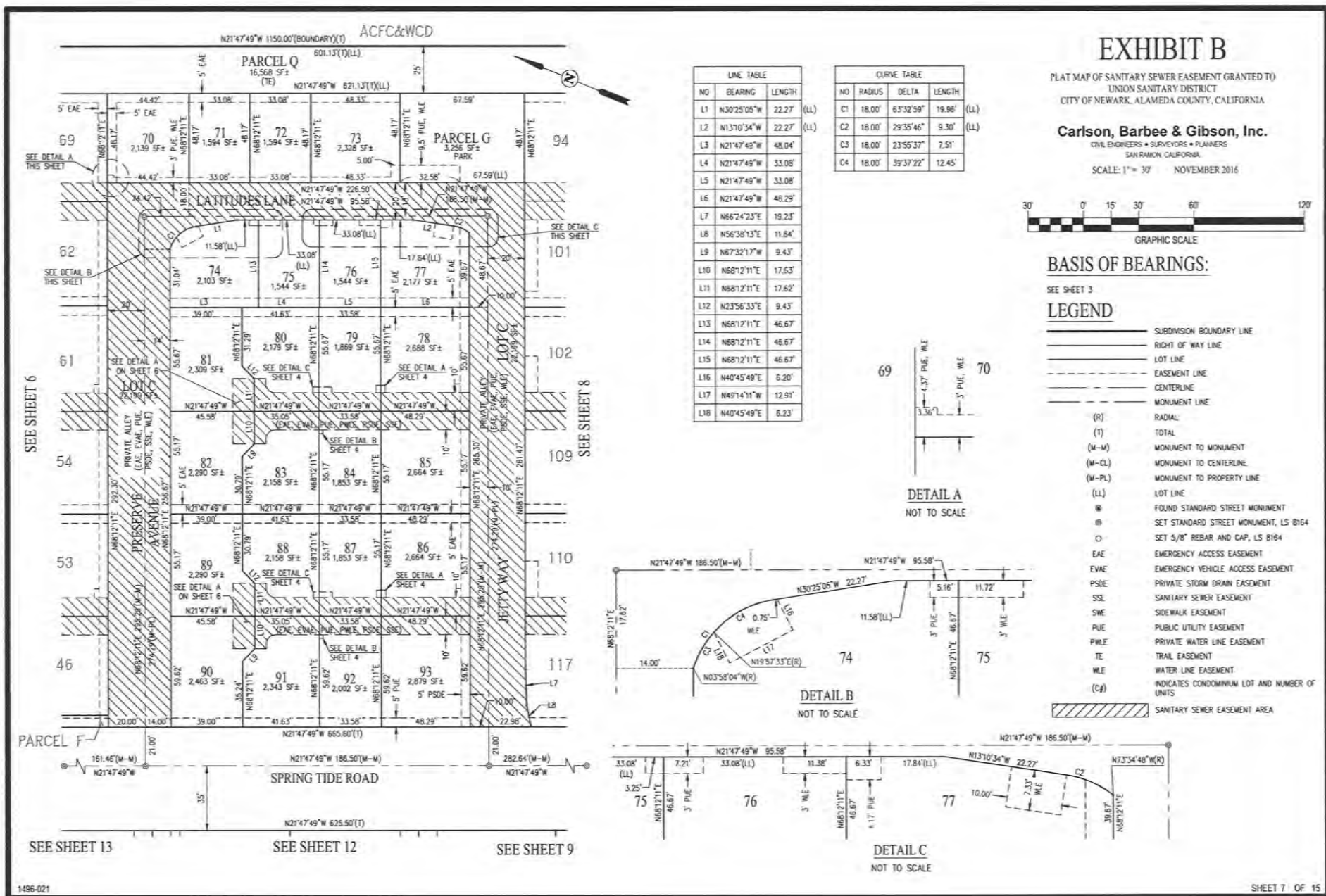


BASIS OF BEARINGS:

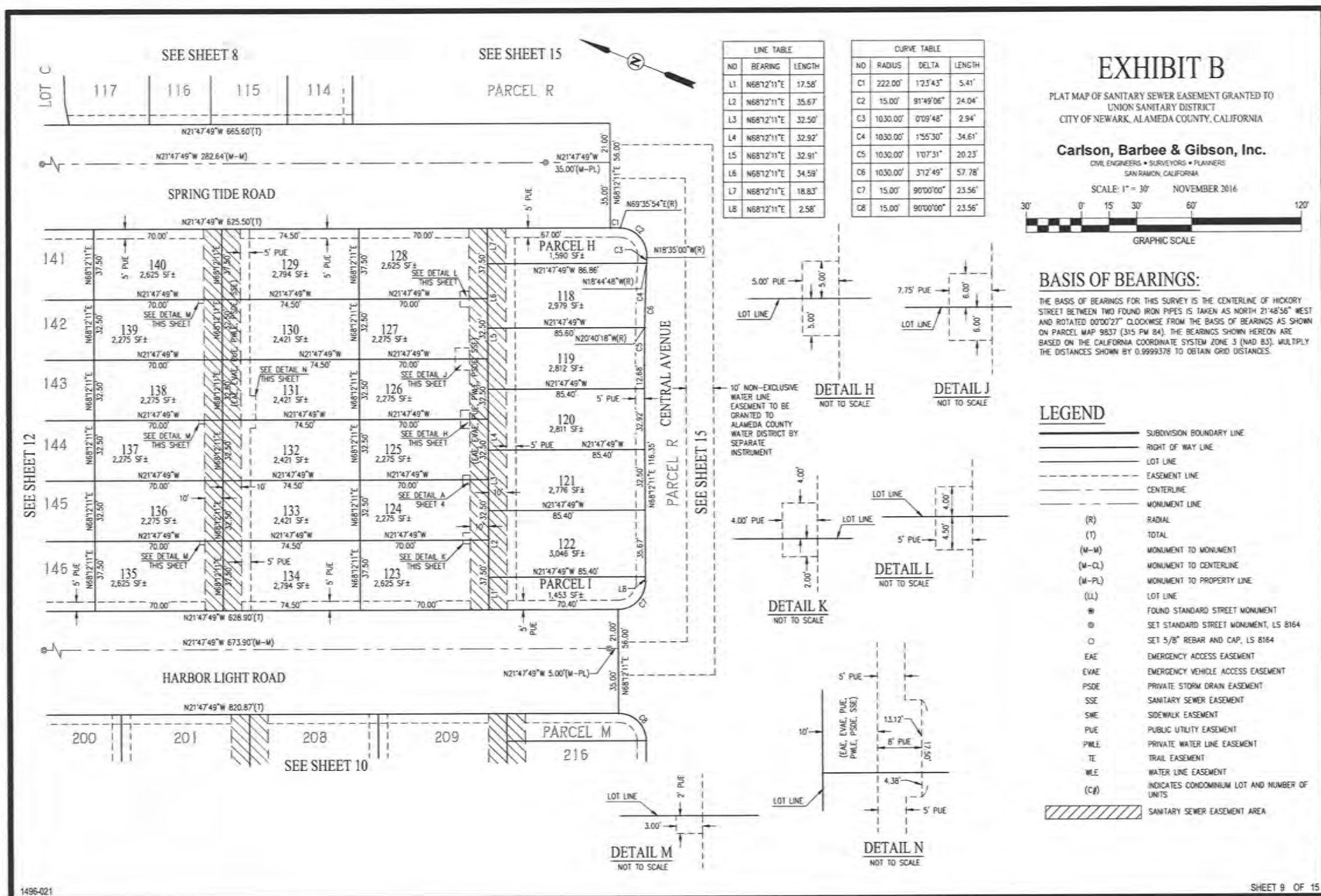
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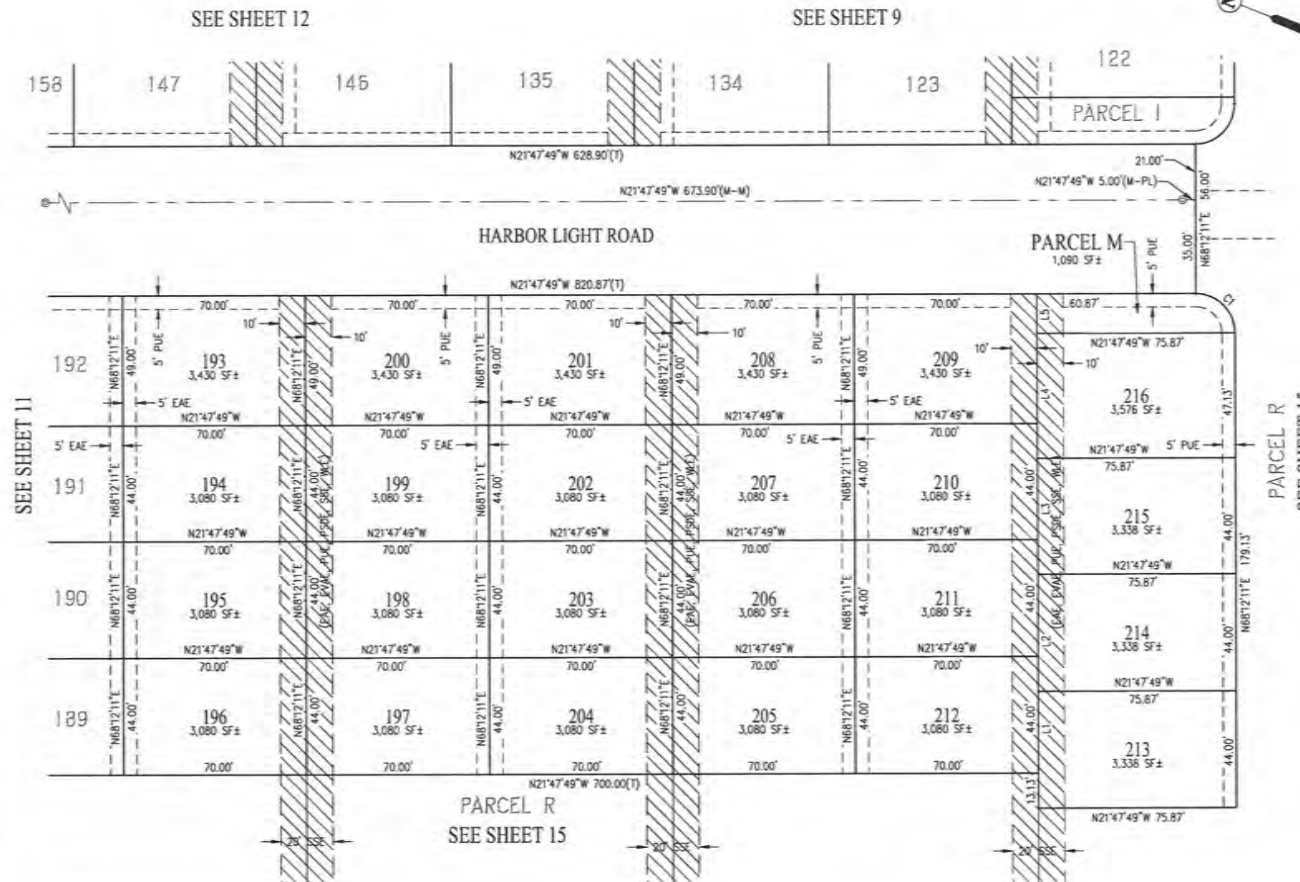


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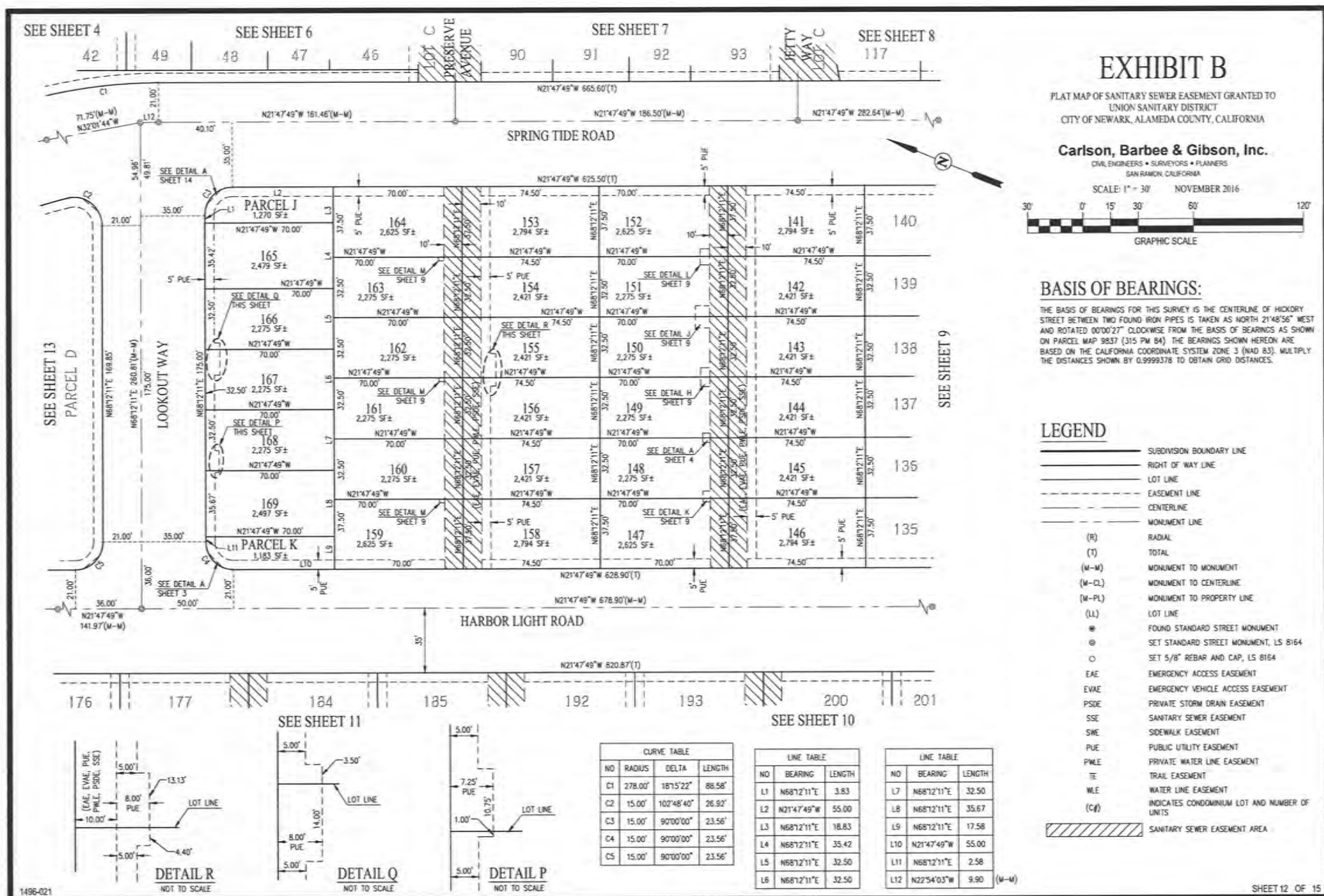
LINE TABLE		
NO.	BEARING	LENGTH
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L2	N68°12'11"E	44.00'
L3	N68°12'11"E	44.00'
L4	N68°12'11"E	47.13'
L5	N68°12'11"E	15.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	15.00'	90°00'00"	23.56'

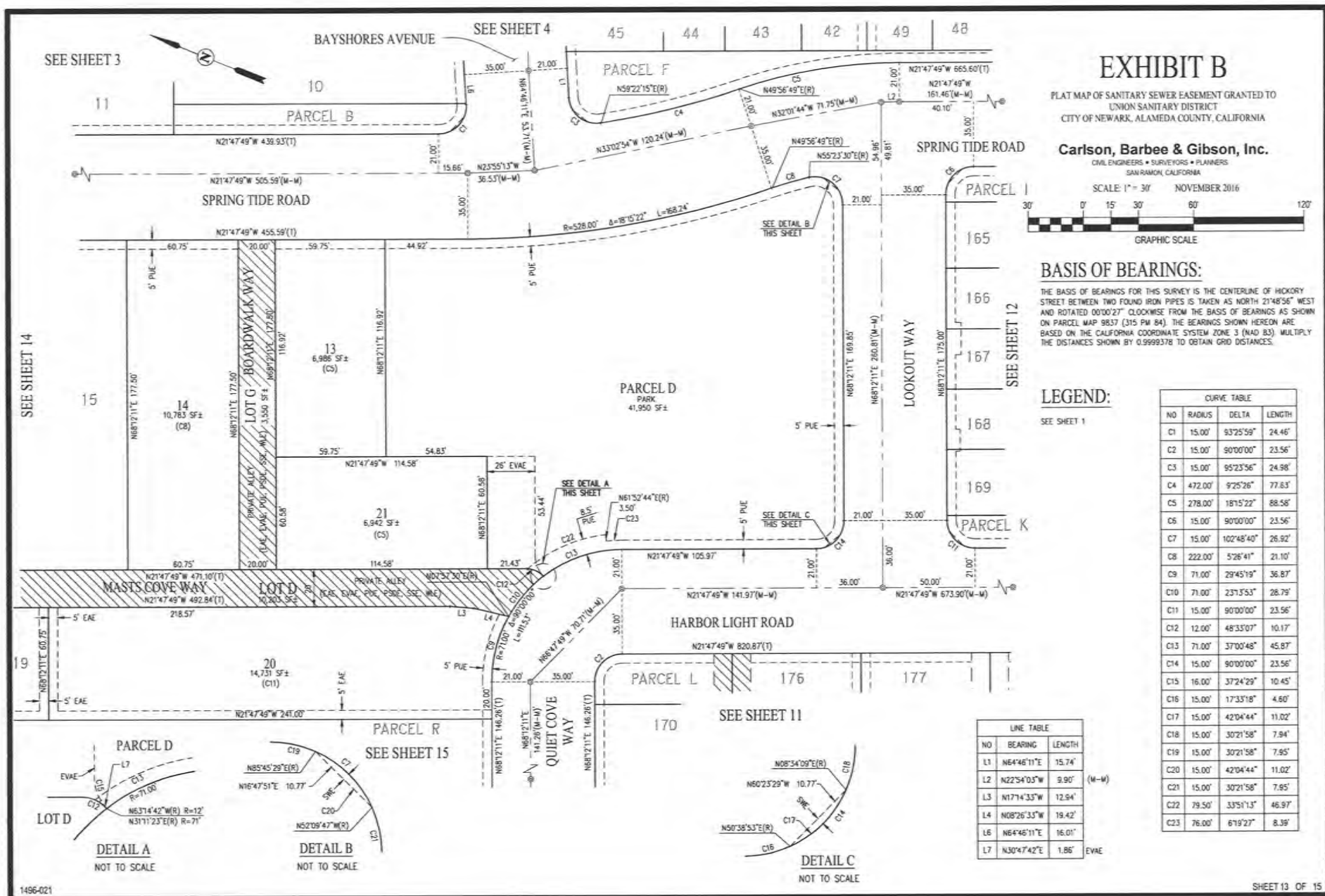
1496-021

SHEET 10 OF 15

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SCALE: 1" = 30' NOVEMBER 2016



BASIS OF BEARINGS:

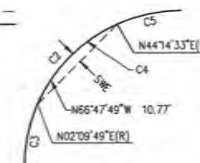
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN TWO FOUND IRON PIPES IS TAKEN AS NORTH 21°48'56" WEST AND ROTATED 00°00'27" CLOCKWISE FROM THE BASIS OF BEARINGS AS SHOWN ON PARCEL MAP 9837 (315 PM 84). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRID DISTANCES.

LEGEND

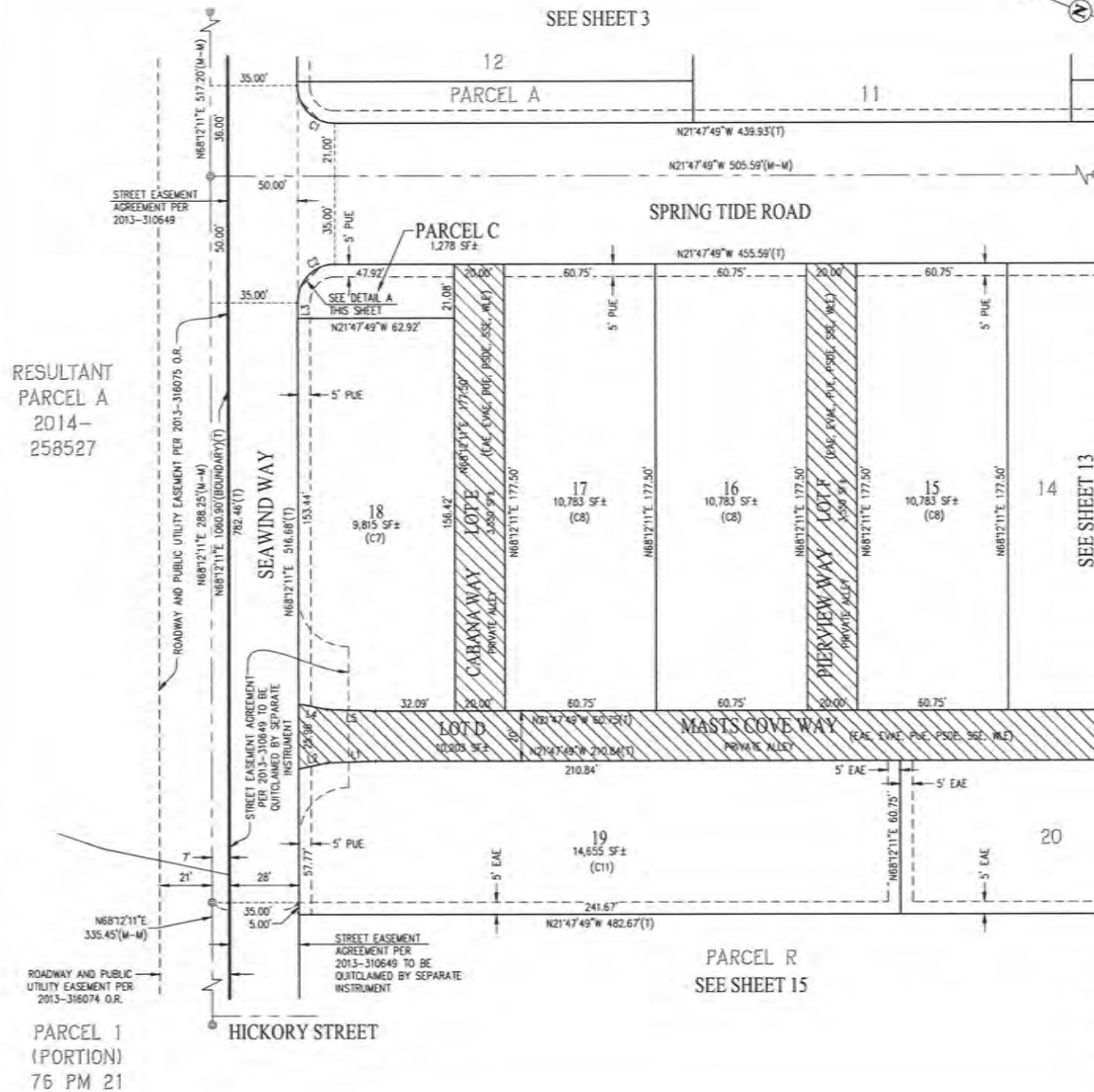
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- (R) RADIAL
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-CL) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (LL) LOT LINE
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 8164
- ⊙ SET 5/8" REBAR AND CAP, LS 8164
- EAE EMERGENCY ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SME SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PWLE PRIVATE WATER LINE EASEMENT
- TE TRAIL EASEMENT
- WLE WATER LINE EASEMENT
- (C#) INDICATES CONDOMINIUM LOT AND NUMBER OF UNITS
- ▨ SANITARY SEWER EASEMENT AREA

NO	BEARING	LENGTH
L1	N23°35'37"W	19.23'
L2	N33°21'47"W	11.84'
L3	N68°12'11"E	6.08'
L4	N107°55'52"W	11.84'
L5	N20°00'02"W	19.23'

NO	RADIUS	DELTA	LENGTH
C1	15.00'	90°00'00"	23.56'
C2	15.00'	90°00'00"	23.56'
C3	15.00'	23°57'38"	6.27'
C4	15.00'	42°04'44"	11.02'
C5	15.00'	23°57'38"	6.27'



DETAIL A
NOT TO SCALE



EASEMENTS:

- (E1) INTENTIONALLY DELETED.
- (E2) EASEMENT FOR ROADWAY AND PUBLIC UTILITIES IN FAVOR OF CITY OF NEWARK PER 2013-316074.
- (E3) EASEMENT FOR ROADWAY AND PUBLIC UTILITIES IN FAVOR OF CITY OF NEWARK PER 2013-316075.
- (E4) EASEMENT FOR ROADWAY AND PUBLIC UTILITIES IN FAVOR OF CITY OF NEWARK PER 2013-316076.
- (E5) 25' EASEMENT FOR TELEPHONE AND ELECTRICAL TRANSMISSION LINE IN FAVOR OF PCAE PER 1988 D 233, AND 2860 OR 1.
- (E6) 27.50' TELEPHONE AND ELECTRICAL TRANSMISSION LINE IN FAVOR OF PCAE PER 8932 OR 471.
- (E7) PIPELINE EASEMENT IN FAVOR OF EAST BAY DISCHARGERS AUTHORITY PER REEL 5227, IMAGE 153, AND IN FAVOR OF UNION SANITARY DISTRICT PER 82-117469.
- (E8) STORM DRAIN EASEMENT IN FAVOR OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER 1629 OR 695.
- (E9) STORM DRAIN EASEMENT IN FAVOR OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER REEL 2208, IMAGE 642.
- (E10) STREET EASEMENT AGREEMENT PER 2013-310649. TO BE QUITCLAIMED BY SEPARATE INSTRUMENT.
- (E11) PUBLIC UTILITY EASEMENT RESERVED BY CITY OF NEWARK PER 2015-198434, 2015-206658.
- (E12) PUBLIC UTILITY EASEMENT RESERVED BY CITY OF NEWARK PER 2015-198434, 2015-206658.

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

SCALE: 1" = 120' NOVEMBER 2016



BASIS OF BEARINGS:

SEE SHEET 1

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- (R) RADIAL
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-C) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (LL) LOT LINE
- FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 8164
- SET 5/8" REBAR AND CAP, LS 8164
- EAE EMERGENCY ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- SSS SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PWLE PRIVATE WATER LINE EASEMENT
- TE TRAIL EASEMENT
- WLE WATER LINE EASEMENT
- (C#) INDICATES CONDOMINIUM LOT AND NUMBER OF UNITS

REFERENCES:

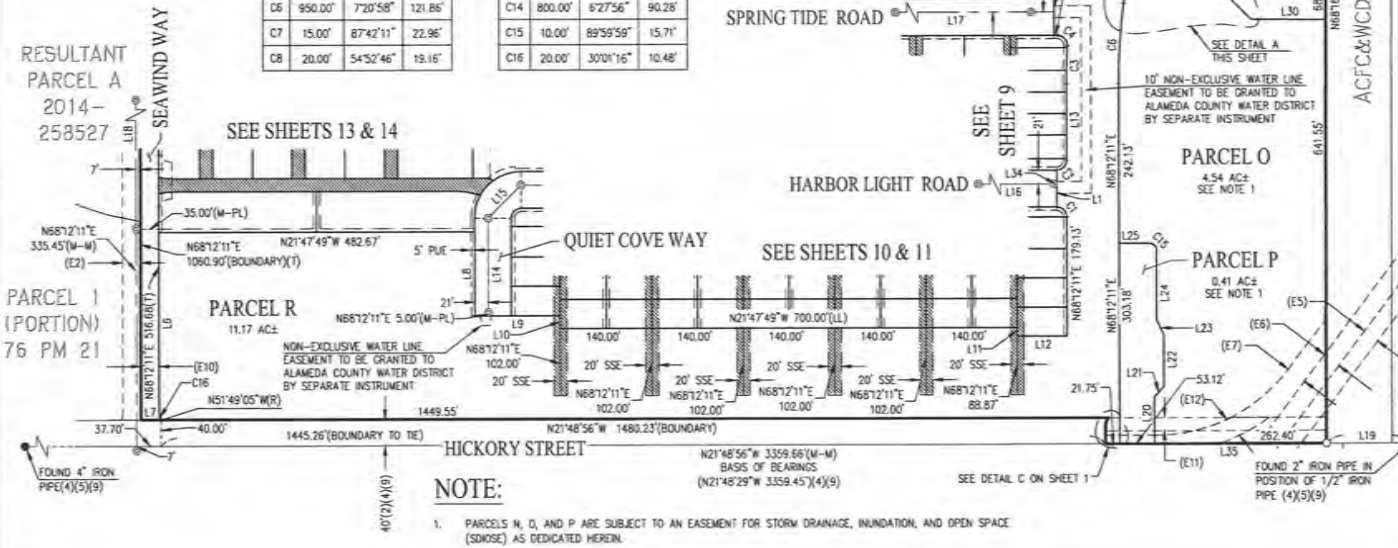
- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 995 (76 PM 65)
- (2) MAP OF THE TOWN OF NEWARK (17 M 10)
- (3) PARCEL MAP 940 (76 PM 21)
- (4) PARCEL MAP 7505 (252 PM 81)
- (5) PARCEL MAP 1130 (105 PM 92)
- (6) PARCEL MAP 1471 (84 PM 23)
- (7) RECORD OF SURVEY NO. 640 (11 RS 81)
- (8) PARCEL MAP 1689 (87 PM 68)
- (9) PARCEL MAP 9837 (315 PM 84)
- (10) DEED (2013-310645)
- (11) DEED (2013-310647)
- (12) DEED (2015-206658)

LINE TABLE		
NO	BEARING	LENGTH
L1	N68°12'11"E	56.00' (R)
L2	N68°12'11"E	56.00' (R)
L3	N21°47'49"W	140.14'
L4	N68°12'11"E	114.79'
L5	N21°47'49"W	6.54'
L6	N68°12'10"E	273.45'
L7	N21°48'56"W	30.68'
L8	N68°12'11"E	126.26'
L9	N21°47'49"W	131.00'
L10	N68°12'11"E	19.74'
L11	N68°12'11"E	13.13'
L12	N21°47'49"W	75.87'
L13	N68°12'11"E	116.35'
L14	N68°12'11"E	141.26' (M-M)
L15	N66°47'49"W	70.71' (M-M)
L16	N21°47'49"W	673.90' (M-M)
L17	N21°47'49"W	282.64' (M-M)
L18	N68°12'11"E	288.25' (M-M)
L19	N21°48'56"W	125.00' (M-M)
L20	N68°12'11"E	70.92'
L21	N69°33'19"W	21.51'
L22	N68°12'11"E	79.86'

LINE TABLE		
NO	BEARING	LENGTH
L23	N42°18'00"E	23.95'
L24	N68°12'10"E	104.91'
L25	N21°47'49"W	47.33'
L26	N75°33'09"E	28.28'
L27	N37°11'28"W	31.73'
L28	N70°00'53"W	21.64'
L29	N68°12'11"E	24.18'
L30	N21°39'01"W	113.54'
L31	N21°47'49"W	91.18'
L32	N68°15'36"E	97.98'
L33	N21°47'49"W	35.00' (M-PL)
L34	N21°47'49"W	5.00' (M-PL)
L35	N21°48'56"W	337.22' (12)(BOUNDARY)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	90°00'00"	23.56'
C2	15.00'	90°00'00"	23.56'
C3	1030.00'	37°12'49"	57.78'
C4	15.00'	91°49'06"	24.04'
C5	222.00'	17°23'43"	5.41'
C6	950.00'	7°20'58"	121.86'
C7	15.00'	87°42'11"	22.96'
C8	20.00'	54°52'46"	19.16'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C9	15.00'	41°46'56"	10.94'
C10	74.00'	35°22'54"	45.70'
C11	96.00'	55°34'47"	9.88'
C12	26.00'	8°48'31"	4.00'
C13	85.00'	46°56'09"	69.63'
C14	800.00'	6°27'56"	90.28'
C15	10.00'	89°59'59"	15.71'
C16	20.00'	30°04'16"	10.48'



**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

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. 11 - Meeting of January 14, 2019
Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8186 – The Landing West, Located on Mission Boulevard at Catania Common in the City of Fremont

Recommendation

Consider a resolution to accept a sanitary sewer easement for Tract 8186 – The Landing West, located on Mission Boulevard at Catania Common in the City of Fremont.

Background

The developer, The New Home Company of Northern California, LLC, is constructing 25 townhome units for Tract 8186, located on Mission Boulevard at Catania Common in the City of Fremont. A vicinity map is attached.

Sanitary sewer service to the residential development will be provided by a new 8-inch main in the development's private roadway, Catania Common, and connected to an existing 12-inch main in Mission Boulevard. The roadway of the development did not meet the City of Fremont's street dimensions and structure setback requirements for public streets and was, therefore, designated as a private street. New Home Company of Northern California, LLC, 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 the common private roadway of the development.

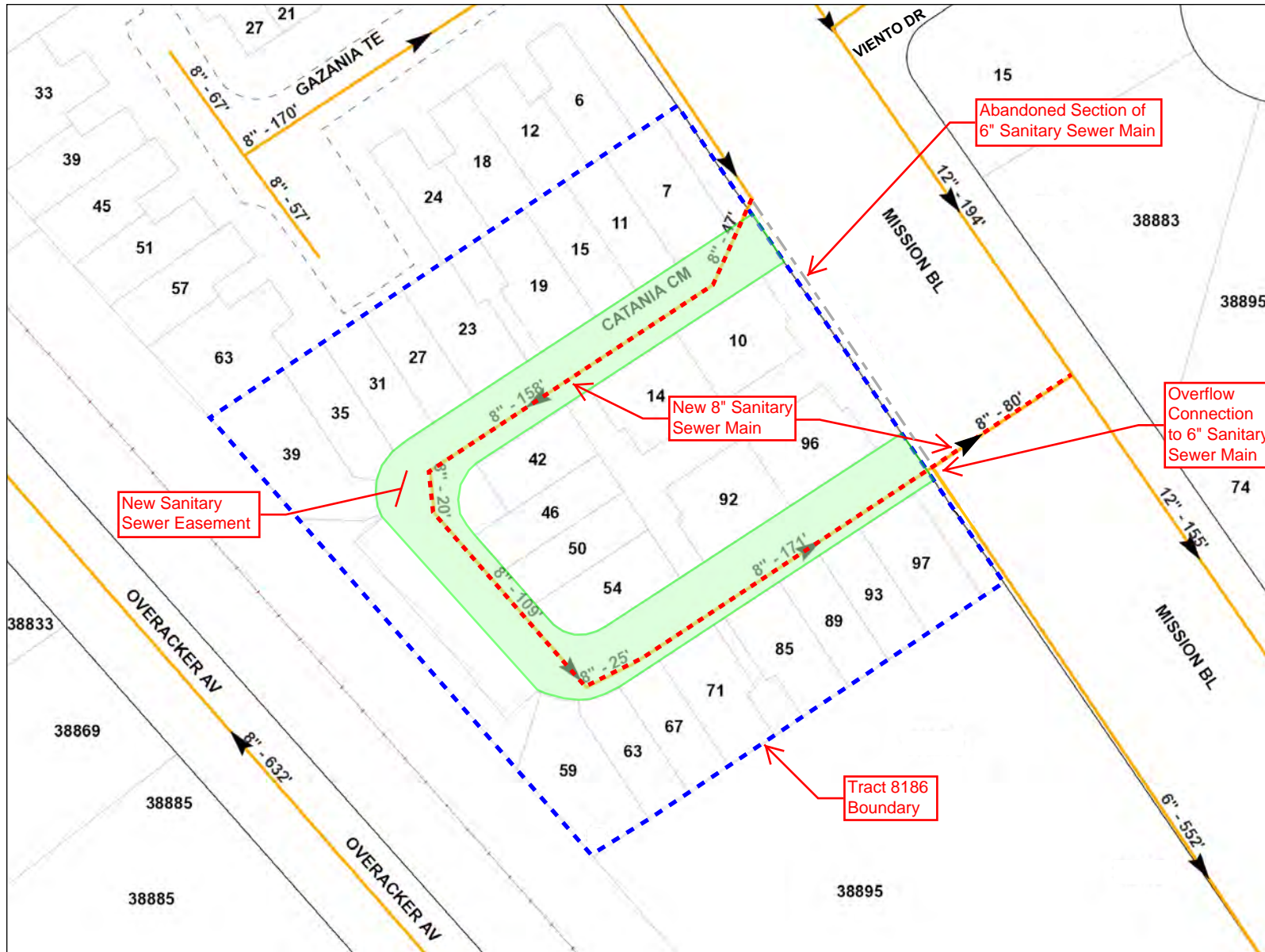
District staff has reviewed the legal description and plat map of the easement, as well as the Grant of Easement, and recommends approval.

PRE/SEG/RA/RS;dl

Attachments: Vicinity Map
Resolution
Recording Request with Certificate of Acceptance
Grant of Easement with Exhibits A and B



Vicinity Map, Grant of SSE, TR 8186 - The Landing West, Catania Cmn., Fremont



Legend

Sewer Mains

- <all other values>
- EBDA outfall
- Forcemain
- Gravity main
- Overflow main
- Siphons
- Trunk Main

Railroad / BART

- <all other values>
- BART

- Public Right of Way
- Private Right of Way

Parcels

- <all other values>
- Alameda Cnty Flood Cntrl

71.3 0 35.66 71.3 Feet

1: 856

Printed: 12/3/2016 10:01:26 AM



For USD use only

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.

Notes

RESOLUTION NO. _____

**ACCEPT A SANITARY SEWER EASEMENT FOR
TRACT 8186 – THE LANDING WEST,
LOCATED ON MISSION BOULEVARD AT CATANIA COMMON,
IN THE CITY OF FREMONT, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from The New Home Company of Northern California, LLC, executed on October 18, 2016, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on January 14, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANJALI LATHI
President, Board of Directors
Union Sanitary District

Attest:

JENNIFER TOY
Secretary, Board of Directors
Union Sanitary District

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

THE NEW HOME COMPANY OF NORTHERN CALIFORNIA, LLC

AND

UNION SANITARY DISTRICT

Effective Date: January 14, 2019

CERTIFICATE OF ACCEPTANCE

(Grant of Easement)

This is to certify that the interest in real property conveyed by the Grant of Easement for Sanitary Sewer Purposes, dated October 18, 2016, from The New Home Company of Northern California, LLC, to UNION SANITARY DISTRICT, an independent special district ("**District**"), is hereby accepted by the undersigned officer or agent on behalf of the District pursuant to authority conferred by Resolution No. _____, dated January 14, 2019, and the District consents to recordation thereof by its duly authorized officer.

Date: January __, 2019

District

UNION SANITARY DISTRICT

Paul R. Eldredge, General Manager

ACKNOWLEDGMENT

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 California)
) ss
County of Alameda)

On _____, 2019, before me, Regina Dyan McEvoy,
(Name of Notary)

notary public, personally appeared _____
 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

GRANT OF EASEMENT
FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 18th day of October 2016, by and between THE NEW HOME COMPANY NORTHERN CALIFORNIA, LLC, the Party of the First Part, and UNION SANITARY DISTRICT, the Party of the Second Part,

WITNESSETH:

That said Party of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the non-exclusive use and purposes herein stated, the rights of way and easements hereinafter described, located in the city of Fremont, 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 of the First Part have executed this indenture the day and year first above written.



Signature

By: Kevin S. Carson, President, Northern CA
The New Home Company Northern California, LLC

(Notarize)

ACKNOWLEDGMENT

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 California
County of Contra Costa)

On October 18th, 2016 before me, Tanah Teixeira, Notary Public
(insert name and title of the officer)

personally appeared Kevin S. Carson
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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT
TRACT 8186
FREMONT, 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 PARCEL C, LABELED AS PUE - PUBLIC UTILITY EASEMENT, OF TRACT 8186 FILED DECEMBER 5TH, 2016 IN BOOK N/A* OF MAPS AT PAGES N/A*, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT.

CONTAINING 14,234 SQUARE FEET OF LAND, MORE OR LESS.

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

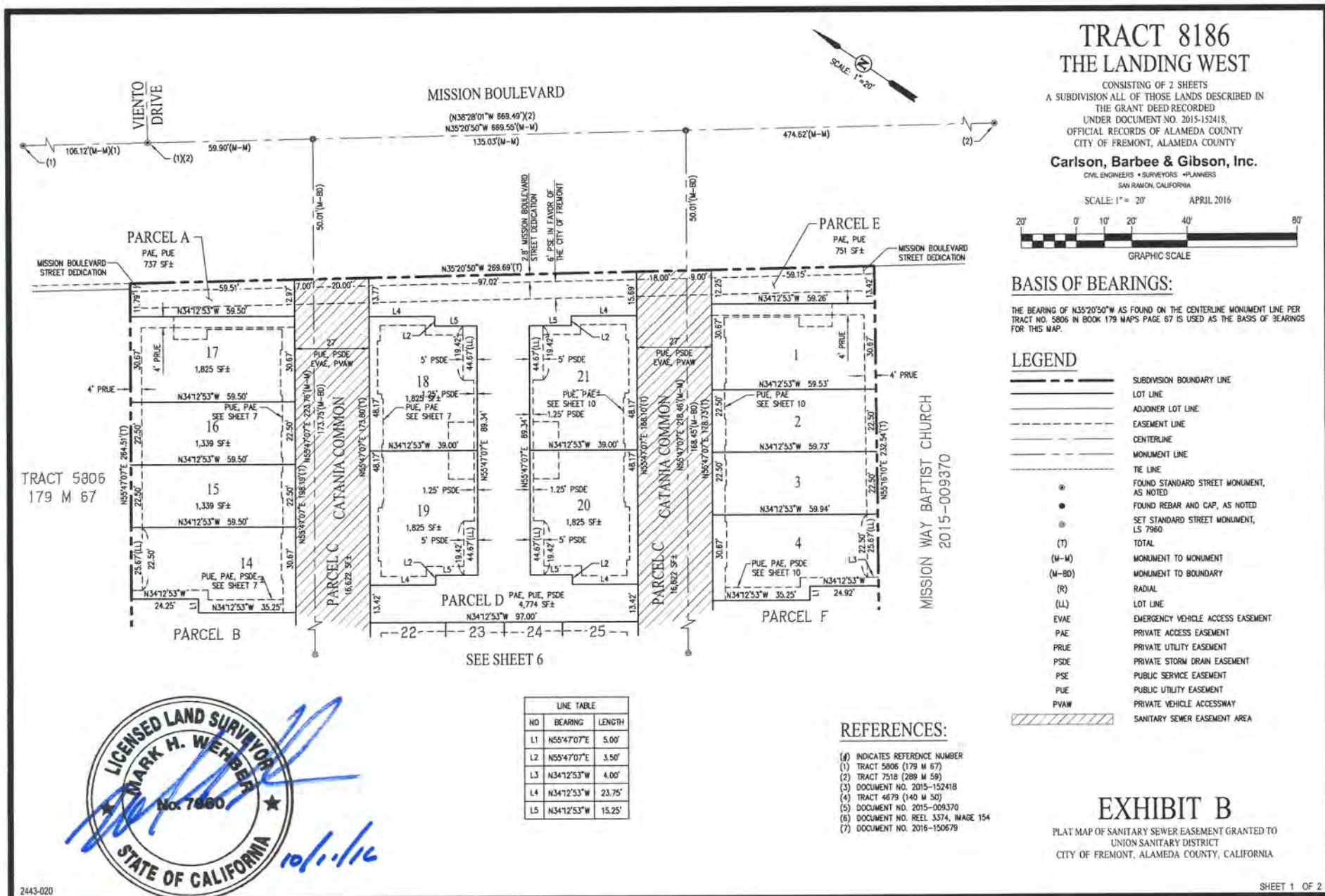
END OF DESCRIPTION



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



N/A* - ALAMEDA COUNTY CLERK-RECORDER INSTRUMENT # 2016315740
(NO BOOK # AND PAGE # WERE PROVIDED).



Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

TRACT 8186 THE LANDING WEST

CONSISTING OF 2 SHEETS
A SUBDIVISION ALL OF THOSE LANDS DESCRIBED IN
THE GRANT DEED RECORDED
UNDER DOCUMENT NO. 2015-152418,
OFFICIAL RECORDS OF ALAMEDA COUNTY
CITY OF FREMONT, ALAMEDA COUNTY

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' APRIL 2016



BASIS OF BEARINGS:

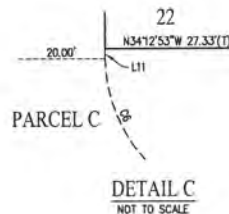
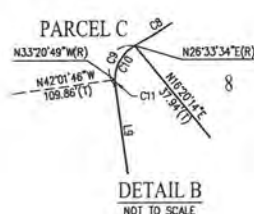
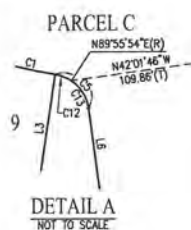
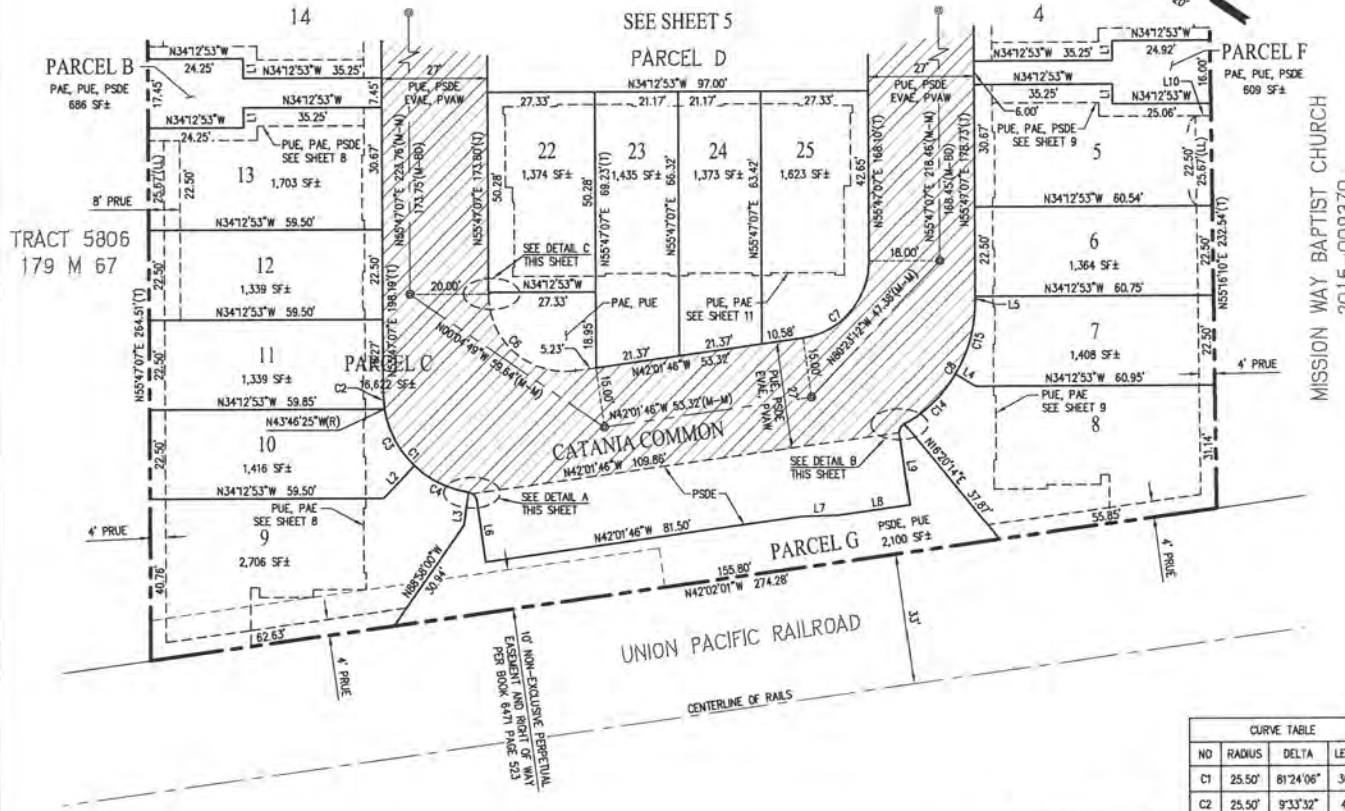
THE BEARING OF N35°20'50"W AS FOUND ON THE CENTERLINE MONUMENT LINE PER TRACT NO. 5806 IN BOOK 179 M 67 IS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	ADJONER LOT LINE
---	EASEMENT LINE
---	CENTERLINE
---	MONUMENT LINE
---	THE LINE
•	FOUND STANDARD STREET MONUMENT, AS NOTED
•	FOUND REBAR AND CAP, AS NOTED
•	SET STANDARD STREET MONUMENT, LS 7960
(T)	TOTAL
(M-M)	MONUMENT TO MONUMENT
(M-BO)	MONUMENT TO BOUNDARY
(R)	RADIAL
(LL)	LOT LINE
EVAC	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PRUE	PRIVATE UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVAW	PRIVATE VEHICLE ACCESSWAY
///	SANITARY SEWER EASEMENT AREA

EXHIBIT B

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



LINE TABLE		
NO	BEARING	LENGTH
L1	N55°47'07"E	5.00'
L2	N80°34'07"W	11.45'
L3	N64°23'01"E	8.59'
L4	N02°59'56"W	6.01'
L5	N55°47'07"E	0.98'
L6	N47°58'14"E	15.64'
L7	N35°41'21"W	9.05'
L8	N42°01'46"W	18.50'
L9	N47°58'14"E	18.12'
L10	N34°12'53"W	4.00'
L11	N55°47'07"E	0.34'

CURVE TABLE		
NO	RADIUS	DELTA
C1	25.50'	61°24'06"
C2	25.50'	9°33'32"
C3	25.50'	36°47'42"
C4	25.50'	35°02'52"
C5	2.50'	73°35'13"
C6	19.50'	97°48'54"
C7	19.50'	82°11'07"
C8	35.50'	60°46'27"
C9	2.50'	68°35'20"
C10	2.50'	59°54'23"
C11	2.50'	8°40'57"
C12	2.50'	25°32'53"
C13	2.50'	48°02'20"
C14	35.50'	29°33'30"
C15	35.50'	31°12'57"

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

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
Somporn Boonsalat, Associate Engineer

SUBJECT: Agenda Item No. 12 - Meeting of January 14, 2019
Authorize the General Manager to Execute an Agreement and Task Order No. 1 with AECOM Technical Services, Inc. for the Centrifuge Building Improvements Project

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with AECOM Technical Services, Inc. (AECOM) in the amount of \$183,789 for the Centrifuge Building Improvements Project (Project).

Funds for the Project have been budgeted in the Renewal and Replacement Fund and the Capacity Fund.

Background

The District's Alvarado Wastewater Treatment Plant's (Plant) solids treatment processes include the primary sludge degritters, gravity thickener tanks, gravity belt thickeners, anaerobic digesters, secondary digesters, and centrifuges.

The Centrifuge Building (see Figure 1) was constructed in 2002 and houses four high-speed centrifuges, sludge conveyance system, two sludge storage hoppers, sludge pumps, and a polymer storage and mixing system. Digested sludge stored in the secondary digester is pumped to the Centrifuge Building where it is combined with a polymer solution prior to

entering the centrifuges, which rotate up to 3,000 revolutions per minute to separate water from the digested sludge. The sludge enters the centrifuges at 2 percent solids concentration and the compacted sludge or “cake” leaves the centrifuges at approximately 24 percent solids concentration.

The sludge conveyance system consists of several horizontal and inclined shafted conveyors that transport the sludge from the centrifuges to the storage hoppers; distribution conveyors and gates drop the sludge into the storage hoppers; and loading conveyors and gates drop the sludge into the sludge hauling truck beds during the loadout process. The attached Figures 2 through 7 include photos of the sludge conveyance system and the Sludge Loadout Room in the Centrifuge Building.

The sludge conveyance system and many of the equipment in the Centrifuge Building are at or near the end of their useful life. In addition, staff has been experiencing operation and maintenance challenges with the shafted screw conveyors, which have bearings that are no longer available from the manufacturer and are custom-made by a fabricator for the District. Unfortunately, the bearings wear out and fail on a regular basis. Given the age of the sludge conveyance system and the ongoing challenges, it would be prudent to evaluate the system for replacement to reduce the potential of a catastrophic failure that could significantly impact the Plant’s solids treatment processes.

Project Scope

In addition to the sludge conveyance system, staff identified other equipment and process issues in the Centrifuge Building that need to be addressed. The Project’s scope will include the following elements:

- Replace the sludge centrifuge conveyance system to address operation and maintenance concerns.
- Replace the existing truck scale, currently located in the Degritter Building, to inside or closer to the Centrifuge Building.
- Extend the Sludge Loadout Room in the Centrifuge Building to reduce odor emission during the sludge loadout process.
- Replace the large-diameter PVC centrate dilution water pipes to prevent pipeline blowouts when the reclaimed water system’s pressure surges.
- Evaluate options to increase reliable potable water supply to the Centrifuge Building and other treatment processes located at the southern part of the Plant.
- Replace the Centrifuge Building’s ancillary equipment such as the air handling unit, air compressor system, polymer mixing system, and sump pump.

Task Order No. 1 – Preliminary Design Services

Staff invited AECOM, Brown and Caldwell, Carollo Engineers, Woodard & Curran, and West Yost Associates to submit a proposal for preliminary and final design services for the Project. Carollo Engineers and Woodard & Curran declined to participate due to the lack of personnel available to work on the Project. Staff received proposals from the other three consultants and selected AECOM based on the experience of their engineering staff with designing projects of a similar nature.

The scope of services to be provided in Task Order No. 1 includes the evaluation of different sludge conveyance alternatives. Some of the criteria that will be used to evaluate alternatives include: capital and life cycle costs, footprint/layout, process and equipment reliability, ease of operation and automation, odor mitigation requirements, maintenance requirements, redundancy requirements, and constructability/sequencing requirements.

The Project will also include an evaluation of the truck scale replacement, Sludge Loadout Room extension for odor emission mitigation, centrate water pipeline replacement, potable water supply capacity and pressure for process needs, and miscellaneous equipment in the Centrifuge Building. The results of these evaluations will serve as the basis for the final design phase.

AECOM's tasks and fee for Task Order No. 1 are summarized in the table below.

Task No.	Task Description	Fee
1	Data Review, Kickoff Meeting, and Site Visit	\$26,637
2	Condition Assessment and Evaluation	\$102,773
3	Prepare Preliminary Design Report	\$43,186
4	Project Management	\$11,193
	Total Not-to-Exceed Fee	\$183,789

Staff believes the total not-to-exceed fee of \$183,789 is reasonable given the level of effort needed to evaluate the various systems being considered for replacement and construction sequencing.

AECOM will complete the preliminary design phase services by summer 2019. Staff anticipates final design to be complete in early 2020, and construction could begin by summer 2020.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with AECOM Technical Services, Inc. in the amount of \$183,789 for the Centrifuge Building Improvements Project.

PRE/SEG/RC/SB;dl

Attachments: Figure 1 – Site Plan
Figures 2 through 7 – Equipment Photos
Agreement
Task Order No. 1

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

FIGURE 1 - SITE PLAN

NO SCALE

Centrifuge Building

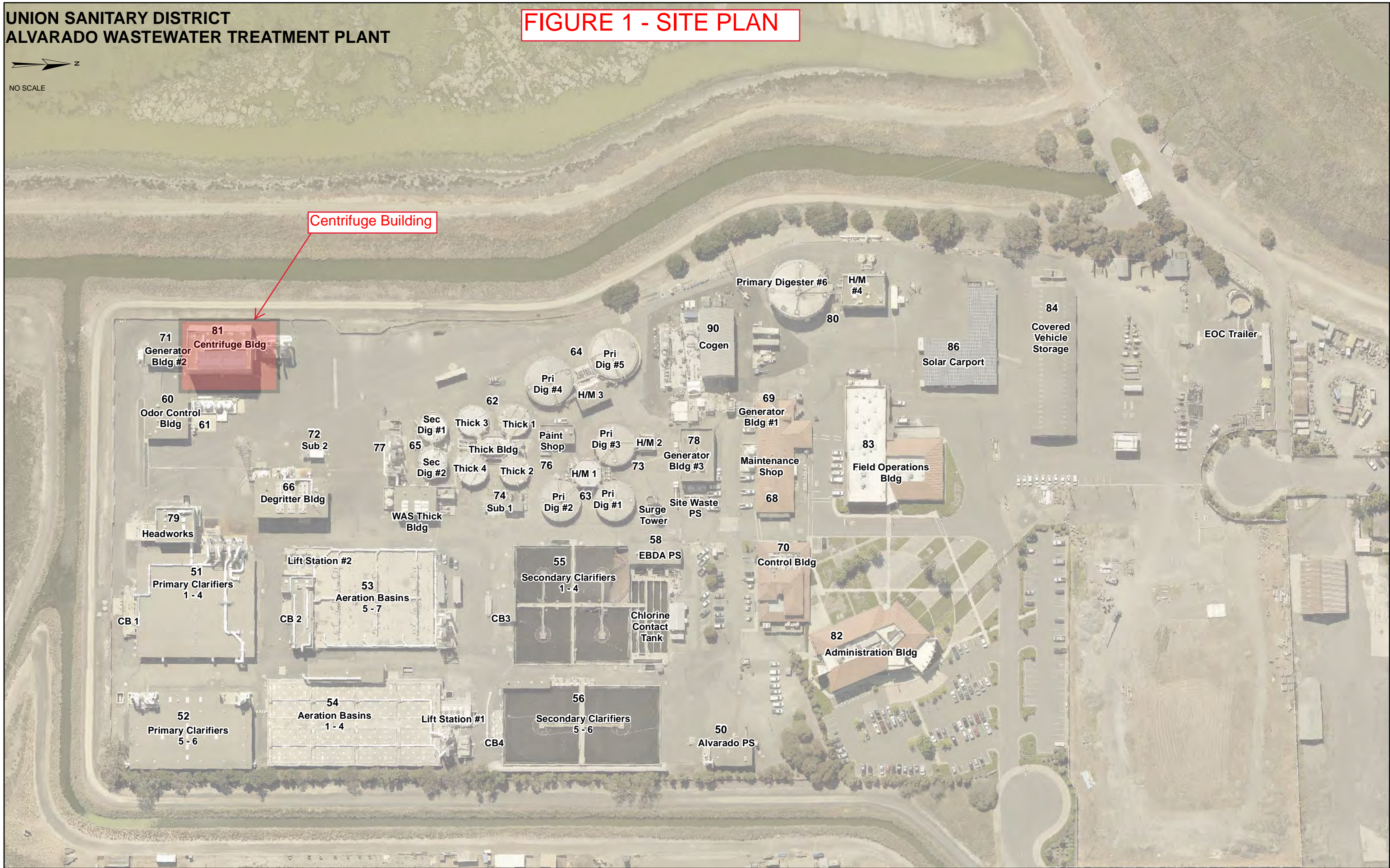




Figure 2 – Centrifuge Sludge Conveyance System



Figure 3 - Distribution conveyors over the Sludge Storage Hoppers

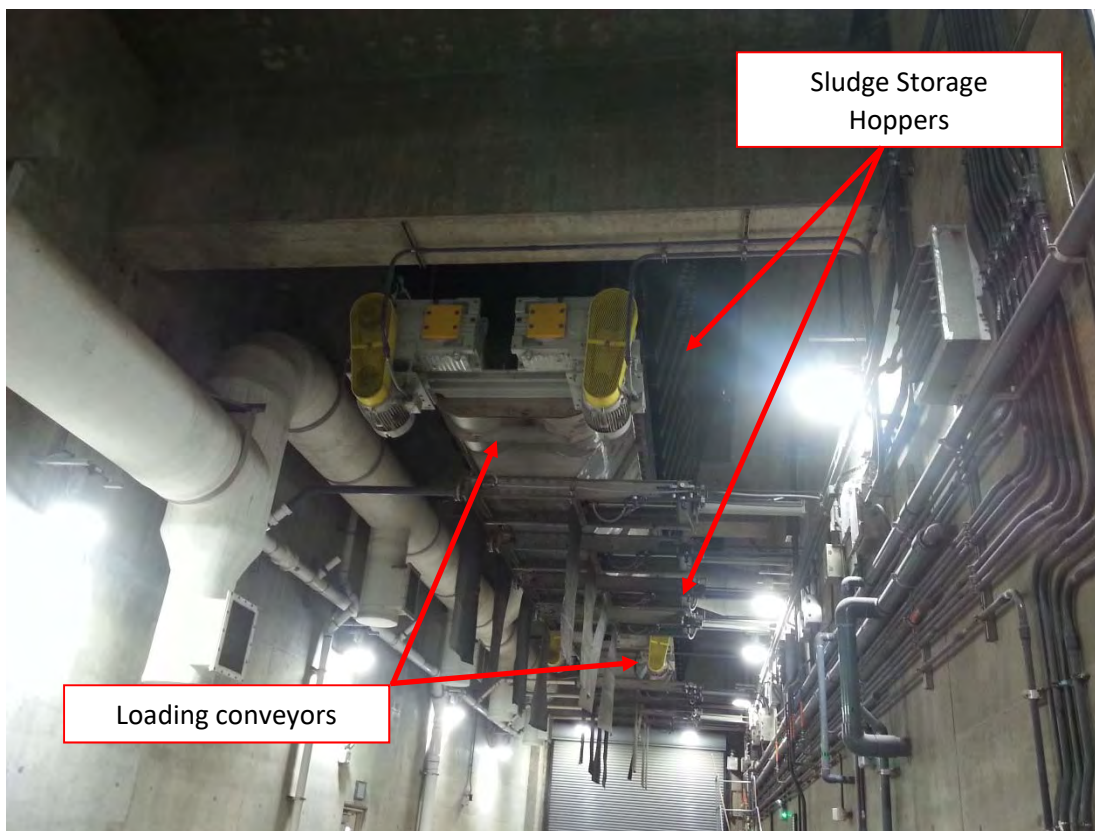


Figure 4 - Loading conveyors and Sludge Storage Hoppers



Figure 5 – Inclined collection conveyor Hanger Bearing

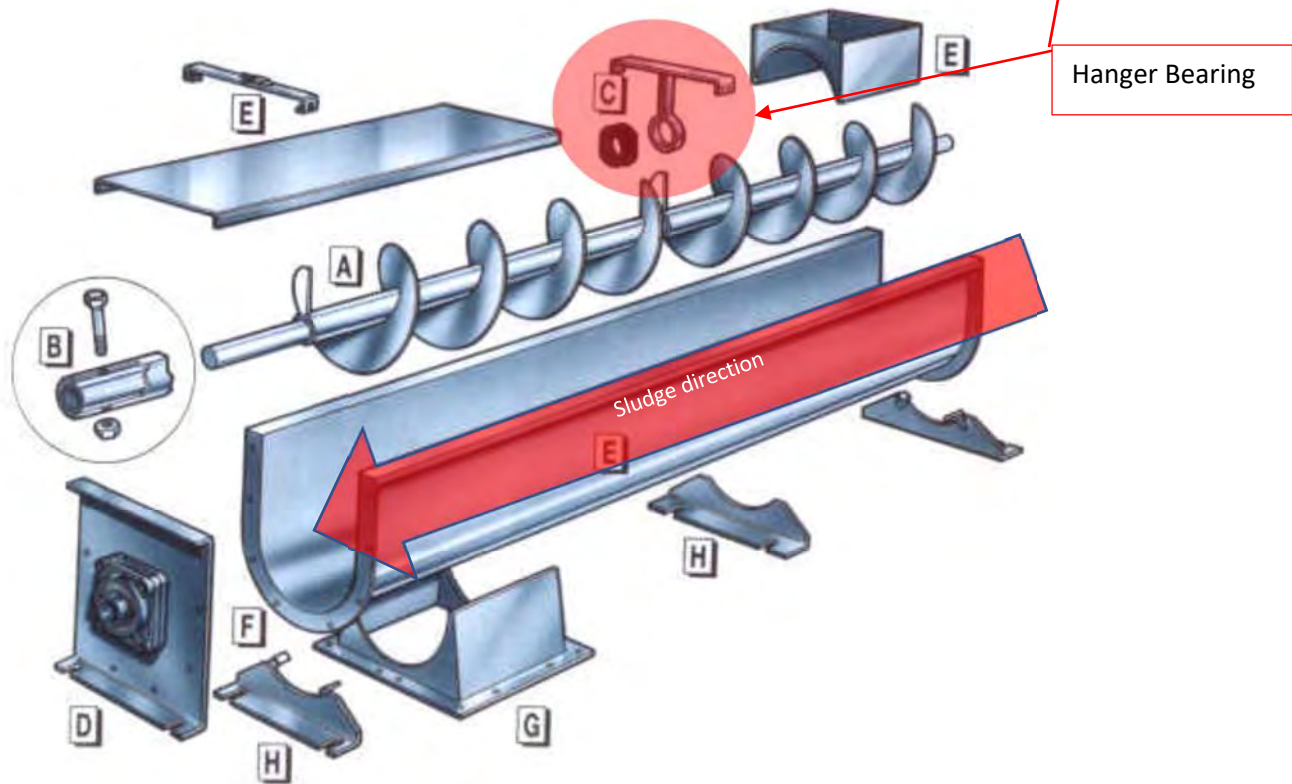


Figure 6 – Typical Shafted Screw Conveyor Parts



Figure 7 - Sludge Loadout Room (requires extension)

CENTRIFUGE BUILDING IMPROVEMENTS PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

AECOM TECHNICAL SERVICES, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF January ____, 2019, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and AECOM TECHNICAL SERVICES, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to design and construct improvements to the Centrifuge Building Improvements Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

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

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

- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.
- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

ARTICLE 11 - INSURANCE

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

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the

Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, which ever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

ARTICLE 17 - UNCONTROLLABLE FORCES

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

ARTICLE 18 - MISCELLANEOUS

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

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

- 1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
- 2. Out of State residents: Federal criminal search of the National Criminal Database.

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame,

nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

ARTICLE 23 - EXCEPTIONS

No exceptions.

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

UNION SANITARY DISTRICT

AECOM TECHNICAL SERVICES, INC.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Craig Smith, P.E.
Northern California Municipal
Infrastructure District Manager

Date: _____

Date: _____

CENTRIFUGE BUILDING IMPROVEMENTS PROJECT

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

AECOM TECHNICAL SERVICES, INC.

FOR

PROFESSIONAL SERVICES

Dated January ____, 2019

1. PURPOSE

The objective of this task order is to evaluate operations and equipment at the Centrifuge Building and develop recommendations for repairs, replacement or upgrades. The findings and recommendations will be presented in a preliminary design report.

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost and schedule data presented in Exhibits A and B, respectively.

The Centrifuge Building was constructed in 2002, and some of the equipment is approaching the end of its service life. Additionally, some equipment has proved challenging to maintain (e.g., shafted conveyors) as the original equipment manufacturers are no longer in business (or have been acquired by others).

A major component of these improvements is construction sequencing to ensure plant operations are not adversely affected. The plant needs to maintain loading of sludge, so complete shutdowns for extended periods to install sludge conveyors, truck scales, or air handlers will not be acceptable. AECOM shall coordinate with the plant staff to define windows of opportunity when the sludge operations may be interrupted and the effect these windows will have on construction.

Task 1 – Data Review, Kickoff Meeting and Site Visit

AECOM shall collect and review the District's existing documents on the Centrifuge Building. AECOM shall review the available drawings, shop drawings, and design data, and may request additional information if available.

AECOM shall lead a kickoff meeting with District staff at the District's office to discuss project expectations, metrics of success, list of deliverables, and schedule, and to introduce the project team to the District.

At the kickoff meeting, AECOM shall meet with District staff to become familiar with the operation of the sludge conveyor system, and constraints, deficiencies, and O&M issues for other project elements.

After the kickoff meeting, AECOM shall visit the Centrifuge Building and other relevant plant assets with District staff.

Task 2 – Condition Assessment and Evaluation

AECOM shall inspect the following District assets and evaluate rehabilitation alternatives and/or improvements to the assets or operational procedures and provide recommendations accordingly.

Conveyors

AECOM shall analyze shaftless screw conveyors for feasibility in the current configuration in the Centrifuge Building.

Because of the difference in construction cost for shaftless conveyors with possible higher maintenance costs, AECOM shall propose a feasible conveyor layout and present life cycle costs for the District's information. The parameters of the life cycle cost analysis (service life, annual interest and inflation rates, operational and maintenance cost factors, etc.) will be agreed upon at the kickoff meeting or shortly afterwards.

AECOM shall also evaluate the use of sludge cake pumps as an alternative to screw conveyors. AECOM shall consider prior experience with the sludge

cake pumps and use the engineering studies generated for other wastewater plants that use the sludge cake pumps to evaluate this alternative.

Another factor of AECOM analysis will be the sequence of installation to maintain operation of the sludge handling facilities.

AECOM shall document a recommendation for the conveyor replacement in the Draft Preliminary design Report of Task 3. The District will have an opportunity to review the recommendation and make written comments.

The District comments will be discussed at the Preliminary design Workshop as defined in Task 3. The final direction and agreed upon revisions will be documented in the Final Preliminary design Report.

Truck Scale

AECOM shall analyze three truck scale alternatives and recommend one for installation:

- Install a truck scale that is flush with the existing floor of the truck bay.
- Install a truck scale that will be set on top of the existing slab of the truck bay.
- Install a truck scale at a location outside of the Centrifuge Building.

AECOM shall propose up to three possible locations to the District and reach agreement on which location will be used for the analysis. The AECOM analysis will consider construction cost, construction feasibility, and ease of maintenance of sludge handling operations in the decision making process.

Sludge Loadout Room Extension

AECOM shall analyze and propose alternative methods to extend the Sludge Loadout Room Truck Bay. This extension is needed to allow the sludge hauling trucks to be fully enclosed while receiving sludge cake.

The alternatives analysis will include construction materials for the extension; means to ensure a water tight connection between the existing and new structures, and consideration of construction sequencing to minimize the disruption of the plant's sludge handling operations.

AECOM shall investigate the sizing and duct routing of the Centrifuge Building's odor control system, including if the existing system will provide sufficient air flow, and recommend duct routing to serve the additional building volume.

Centrate Dilution Water Pipes

The primary objective of this task is to propose a piping system that is compatible with the constituents of the Plant's W4 reclaimed water, while maintaining ease of installation should segments or fittings need replacement. The District wants to move away from solvent welded joints to either mechanically-joined or fused pipe segments and fittings. AECOM shall propose piping material and joint systems to replace the existing piping. Also included will be proposed new pipe supports and rerouting should the new joints require such provisions.

AECOM shall compare the installation and maintenance cost of the new piping system with the current costs the District incurs maintaining the existing system.

Potable Water Needs

The District and AECOM will define the required water quality, flow, and pressure for desired operation in the Centrifuge Building. AECOM shall analyze three alternatives to provide required W2 water supply for the desired operations by the District:

- Resize and reroute the W1 supply. Using District provided information for the routing of the W1 and W2 systems, AECOM shall run a computer network analysis to determine modifications needed to provide the needed water supply.
- Construct a booster pump station for the W1 or W2 supply. AECOM shall size and layout booster pump station to provide the required water supply.
- Construct a treatment system for the W4 supply. AECOM shall analyze the need to further treat W4 water to meet quality for the centrifuge and polymer systems and other processes/needs, and confirm whether the existing W4 system has sufficient flow and pressure for these purposes.

AECOM shall compare the construction cost, life cycle costs, and effect of installation on plant operations.

Miscellaneous Equipment

The District identified the following Centrifuge Building equipment that needs to be replaced:

- Air Handling Unit.
- Two air compressors and two dryers
- Two polymer paddle mixing units at the two polymer tanks

- Diaphragm sump pump

AECOM shall size the equipment and provide recommendations, including equipment cut sheets for this equipment. Work on this equipment, especially the air handling unit and compressors will need to allow for continuing operations at the Centrifuge Building.

Evaluation of Findings

This effort includes organization of findings, coordination of the technical disciplines, and development of improvement recommendations which will feed into Task 3 – Preliminary design Report.

AECOM shall prepare a Class 4 (i.e., +50% to -30% accuracy) opinion of estimated construction cost commensurate to the preliminary design level documented, and a preliminary construction schedule.

After submission of draft preliminary design report (PDR), AECOM shall schedule a workshop to present the findings and seek initial feedback from the District. AECOM shall use the feedback and other findings of the workshop to prepare the draft PDR.

Schedule & District Assistance: Evaluations will include information requests from AECOM to the District. These requests may include, but not be limited to water quality information for W4, cut sheets and/or shop drawings on existing equipment, etc. AECOM assumes information requested from the District will be received within one week of request.

Task 3 - Prepare Preliminary Design Report

AECOM shall prepare a draft and final PDR that documents all of the findings, conclusions and recommendations developed under Task 2.

The District will return a single set of written comments to the draft PDR within two weeks after the workshop.

The PDR will include graphics and CAD renderings sufficient for clarity, but will not include a set of preliminary design drawings.

The PDR will include a sheet and specifications list for the detailed design documents.

The PDR will include the construction cost estimate and the construction schedule prepared in Task 2.

Assumption: For the purposes of determining the level of effort, AECOM assumes a single final PDR covering all scope items outlined above.

Task 4 – Project Management

Project management tasks will include monthly invoicing, monthly progress meetings, and oversight of AECOM's internal quality program during preliminary design. All progress meetings are assumed to be via conference call or WebEx.

Monthly meetings will include technical content so that AECOM can update the District on progress and reach consensus and decisions on the direction of the Project analyses and design.

Assumption: AECOM assumes five months for the completion of preliminary design phase tasks as described in this task order.

4. DELIVERABLES

Task 1: Kickoff meeting agenda and minutes.

Task 2: Agenda for workshop.

Task 3: Draft and Final Preliminary Design Report in word and pdf format.

Task 4: Meeting minutes and summary of action items for workshops and monthly progress meetings; monthly invoices.

The Engineer shall submit all deliverables to the District electronically.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The Multiplier for this work shall be 2.75. The profit for subconsultants shall be 5 percent, and the not-to-exceed amount shall be \$183,789. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Preliminary Design	\$ 183,789	Yes	Paul Eldredge
Total	\$ 183,789		

6. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 150 days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. A Gantt chart of the anticipated schedule of work is shown in Exhibit B.

7. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-In-Charge	Craig Smith, PE
Project Manager	Joseph Huang, PE
Lead Project Engineer	Paul Rydzynski, PE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of January ____, 2019 and therewith incorporate it as part of the Agreement.

UNION SANITARY DISTRICT

AECOM TECHNICAL SERVICES, INC.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Craig Smith, P.E.
Northern California Municipal
Infrastructure District Manager

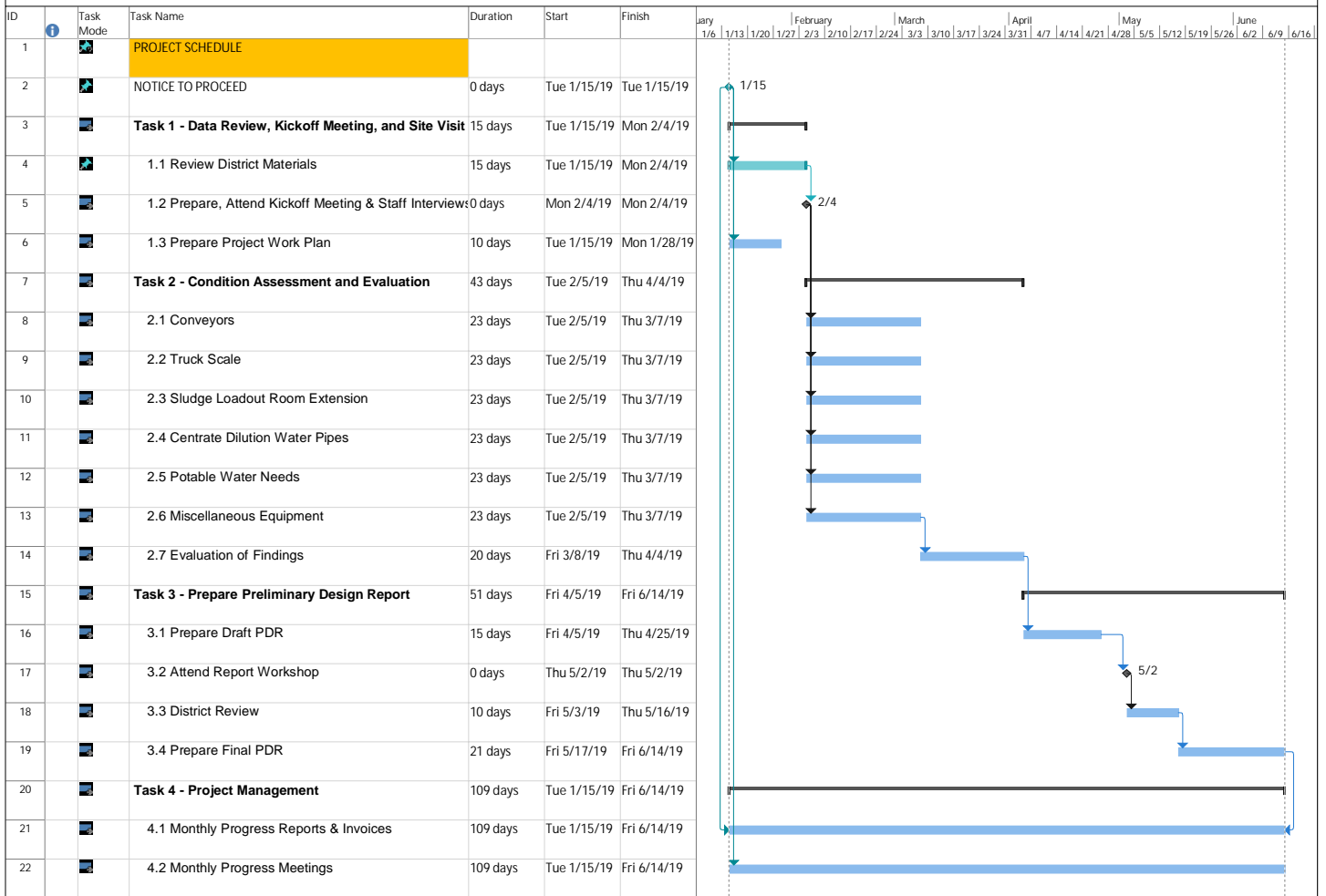
Date: _____

Date: _____

UNION SANITARY DISTRICT - CENTRIFUGE BUILDING IMPROVEMENTS PROJECT
ENGINEERING FEE ESTIMATE

	PIC Smith	PM Huang	QC van Keppel	Sr. Tech Advisors	EE Randall	Structural Attalla	Process Rydzynski	CE Deutscher	Architect	Cost Estimating	Staff Engineer	CAD	Admin	Total Hours	TOTAL\$
Billing Rate ==>	\$275.00	\$214.50	\$206.25	\$275.00	\$247.50	\$220.00	\$187.00	\$192.50	\$192.50	\$178.75	\$123.75	\$123.75	\$82.50		
Task 1 - Data Review, Kickoff Meeting, and Site Visit															
1.1 Review District Materials		8			8	8	8	8	8		24			72	\$13,002
1.2 Prepare, Attend Kickoff Meeting & Staff Interviews	2	8			8	4	8	8	4		8			50	\$9,922
1.3 Prepare Project Work Plan	1	8	2		2	2	2							17	\$3,713
Subtotal Hours	3	24	2	0	18	14	18	16	12	0	32	0	0	139	
Subtotal Cost	\$825	\$5,148	\$413	\$0	\$4,455	\$3,080	\$3,366	\$3,080	\$2,310	\$0	\$3,960	\$0	\$0		\$26,637
Task 2 - Condition Assessment and Evaluation															
2.1 Conveyors		4		4		8	48				40			104	\$17,644
2.2 Truck Scale		4		4	4	8	4	8	16	8	16			72	\$13,486
2.3 Sludge Loadout Room Extension		4		4		16	8	8	16	8	20			84	\$15,499
2.4 Centrate Dilution Water Pipes		4		2		4	24	4			16			54	\$9,526
2.5 Potable Water Needs		4		4	4		24	8		8	40			92	\$15,356
2.6 Miscellaneous Equipment		4		4	4	2	8		16	4	24			66	\$11,649
2.7 Evaluation of Findings		4		4	8	8	20	8	8	12	24	16		112	\$19,613
Subtotal Hours	0	28	0	26	20	46	136	36	56	40	180	16	0	584	
Subtotal Cost	\$0	\$6,006	\$0	\$7,150	\$4,950	\$10,120	\$25,432	\$6,930	\$10,780	\$7,150	\$22,275	\$1,980	\$0		\$102,773
Task 3 - Prepare Preliminary Design Report															
3.1 Prepare Draft PDR	1	6	3	12	8	8	18	8	8	2	24	24	4	126	\$22,294
3.2 Attend Report Workshop		8			8	4	8	4	4		8			44	\$8,602
3.3 District Review														0	\$0
3.4 Prepare Final PDR	1	2	1	8	4	4	6	4	4	2	16	16	4	72	\$12,290
Subtotal Hours	2	16	4	20	20	16	32	16	16	4	48	40	8	242	
Subtotal Cost	\$550	\$3,432	\$825	\$5,500	\$4,950	\$3,520	\$5,984	\$3,080	\$3,080	\$715	\$5,940	\$4,950	\$660		\$43,186
Task 4 - Project Management															
4.1 Monthly Progress Reports & Invoices		10											30	40	\$4,620
4.2 Monthly Progress Meetings		10			3	3	10	3	3					32	\$6,573
Subtotal Hours	0	20	0	0	3	3	10	3	3	0	0	0	30	72	
Subtotal Cost	\$0	\$4,290	\$0	\$0	\$743	\$660	\$1,870	\$578	\$578	\$0	\$0	\$0	\$2,475		\$11,193
TOTAL HOURS	5	88	6	46	61	79	196	71	87	44	260	56	38	1037	
TOTAL COSTS	\$1,375	\$18,876	\$1,238	\$12,650	\$15,098	\$17,380	\$36,652	\$13,668	\$16,748	\$7,865	\$32,175	\$6,930	\$3,135		\$183,789

Exhibit B - UNION SANITARY DISTRICT - CETRIFUGE BUILDING IMPROVEMENTS PROJECT - SCHEDULE





Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

DATE: January 7, 2019

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
Somporn Boonsalat, Associate Engineer

SUBJECT: Agenda Item No. 13 - Meeting of January 14, 2019
Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Newark Equalization Storage Facilities Project

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. (Carollo) in the amount of \$346,952 for the Newark Equalization Storage Facilities Project (Project).

Funds for the Project have been budgeted in the Capacity Fund.

Background

The District's transport system consists of approximately 12.5 miles of twin force mains and two major pump stations, Newark Pump Station (PS) and Irvington PS, which collect and transport wastewater from the Newark and Irvington drainage basins, respectively, to the Alvarado Wastewater Treatment Plant (WWTP). The Alvarado Influent PS, located at the WWTP, collects and transports wastewater from the Alvarado drainage basin to the Headworks Building through a dedicated force main. Please refer to Figure 1 for the transport system map.

In 1999, the District conducted the Wastewater Equalization Storage Facilities Pre-design Study to develop flow equalization strategies to meet the twin force mains and EDPA discharge capacity limitations during peak wet weather flows and accounted for future build-out of the three

drainage basins. The study recommended storage facilities to be located at the Irvington PS for the raw wastewater from the Irvington drainage basin and at the WWTP for the final effluent. The Irvington equalization concrete storage tanks, with a total capacity of 1.8 million gallons, were constructed in 2003. Additionally, the Irvington wet weather overflow pond was constructed in 2009 and upgraded in 2011 to store up to an additional 1 million gallons when the storage needs exceed the capacity of the concrete tanks.

In 2011, the District updated the study to evaluate the need for additional equalization storage facilities based on the updated flow and precipitation data for the three drainage basins and the WWTP. One of the key conclusions was that, under all future conditions, the District should plan on diverting some effluent to the Hayward Marsh, Old Alameda Creek, and/or final effluent storage.

Currently, the District is conducting an Effluent Management Study as part of the Plant Master Plan. While the District is in the process of identifying and evaluating alternatives for the management of effluent peak wet weather flows, the construction of an equalization storage facility at Newark would:

1. Partially offset near-term impacts of increased flows during peak wet weather events, and
2. Allow the District to manage wastewater flows during WWTP shutdowns for future construction and maintenance activities.

Alternative Project Delivery Methods

This section provides a summary of the traditional Design-Bid-Build method and the most common alternative project delivery method, Design-Build, which has several variations.

Design-Bid-Build (DBB)

The District uses the traditional DBB delivery method for capital improvement projects. In this method, the owner manages two separate contracts for final design services and for construction of the project.

The DBB delivery method has the following advantages:

1. The owner and contractor are familiar with this method.
2. The owner has a high level of control over the final design elements.
3. The project scope is fully defined at the commencement of construction.
4. The project bidding process will be managed by the owner.

The DBB delivery method has the following disadvantages:

1. The construction cost is only determined at bid time and the engineer's estimate is refined throughout the final design process.

2. The selection is based on the lowest responsible and responsive bid submitted by a contractor who may or may not have the best qualifications to perform the work.
3. There is no construction contractor input during the final design phase.
4. There is a greater potential for disputes and change orders during the construction phase.
5. The owner warrants the design to the construction contractor.

Design Build (DB)

In the Design-Build (DB) delivery method, the owner contracts the design and construction services with a single entity, the DB contractor. The DB delivery method has the following advantages and considerations:

1. The owner has one contract with the DB contractor with a single point of responsibility.
2. The owner can transfer design-related performance risk to the DB contractor.
3. The DB contractor can be selected through a “best value” and qualifications-based approach rather than the lowest responsive and responsible bidder, as is required under the DBB delivery method.
4. The project schedule is potentially shortened to build the project.
5. The DB contract establishes maximum pricing earlier in the final design process that reduces, but does not eliminate, the risk of escalation impacts because the DB contractor is involved early in the design process.
6. The DB process requires the owner to develop a clear project scope, performance criteria, and a budget. This is typically achieved by retaining a bridging designer who prepares the conceptual design and performance specifications reflecting the owner’s intent, which is then used to guide the DB contractor in completing the final design for construction. The bridging design typically reflects a 30%-50% level of design detail providing clearer project scope and a more definitive level of project criteria that reduces guesswork, leads to more definitive price negotiations, and reduces the potential of claims.

There are inherent risks and disadvantages in the DB delivery method, and they include the following:

1. Because the owner’s design intent and input provided in the bridging design is generally complete when a Request for Proposal (RFP) is issued, the owner’s involvement in completing the design is limited (subject to issuing change orders with the resulting impacts on price and/or schedule).
2. The owner can manage a project’s risks by extending the bridging designer’s services after the DB contractor is selected and the contract is awarded. The bridging designer then essentially serves as the owner’s advisor. This provides the owner with more assurances that the DB contractor will follow the design concept and intent. However, more bridging

designer directives during construction brings to the owner more design risk liability. The owner needs to balance the interests of ensuring the DB contractor constructs a project within the design intent without unnecessarily reducing the DB contractor's ultimate responsibility for the final design.

3. The DB delivery method is a new process to the District and contractors and designers are less familiar with it than the DBB delivery method. This lack of familiarity could result in other unknown issues arising during a project.

Legal Opinion

The District's attorney has reviewed the Public Contract Code and concluded the District will be able to utilize the DB delivery. The District is planning several major projects at the Alvarado Wastewater Treatment Plant during the next 10 years and using the DB delivery method for these projects could potentially be more cost effective and completed more expeditiously than the DBB delivery method. However, the District has not previously utilized the DB delivery method and staff lacks the experience in managing projects using this method. Before the District considers the DB delivery method for the future projects, staff would like to gain some experience on a smaller project, such as the Newark Equalization Storage Facilities Project. The Project is ideal for the DB delivery method because it is a new facility, to be constructed on a vacant, one-acre parcel.

Project Scope

The Project's preliminary scope includes a new equalization storage tank on the one-acre parcel adjacent to the Newark PS, along with the necessary piping, mechanical, electrical, and structural improvements. The scope also includes the potential for a solar photovoltaic system to generate electricity. The attached Figure 2 shows the Newark PS site.

Conceptual Design Services

Staff invited AECOM, Brown and Caldwell, Carollo, Hazen and Sawyer, West Yost Associates, and Woodard & Curran to submit a proposal for design services. Staff received proposals from only two of the firms, Carollo and Woodard & Curran. The other firms did not have the available staff to propose for the Project. Staff selected Carollo due to their knowledge of the District's transport system and their staff's experience on similar projects.

The scope of services to be provided in Task Order No. 1 includes an evaluation of the existing and future wastewater flows, a hydraulic analysis of the overall transport system, and a geotechnical investigation to determine the optimum size and depth of the storage facility. Some of the criteria that will be used for this evaluation include: capital and life cycle costs, storage facility configuration, ease of operation and automation, odor mitigation requirements,

maintenance requirements, storage facility washdown requirements, and constructability requirements.

The scope of services will also include an evaluation of the specific DB delivery method, such as “Fixed-Price DB” or “Progressive DB,” that would be most appropriate for the Project. Based on the specific DB delivery method selected, Carollo will, in a future task order, prepare the DB Request for Qualifications (RFQ) and RFP packages and assist the District in selecting the DB contractor.

Carollo’s tasks and fee for Task Order No. 1 are summarized below.

Task No.	Task Description	Fee
1	Project Management and Meetings	\$17,079
2	Alternatives Evaluation	\$83,814
3	Geotechnical Report	\$50,501
4	Surge Analysis	\$32,087
5	Alternative Delivery Method Evaluation	\$35,113
6	Conceptual Design Report	\$60,346
7	CEQA	\$68,012
Task Order Not-to-Exceed Fee		\$346,952

This project will be the District’s first project utilizing an alternative project delivery method and some effort will be necessary for the alternative project delivery method evaluation in addition to the tasks that are typically done during a project’s predesign phase. Additionally, the CEQA documentation process is typically conducted during the final design phase of a DBB project but will now be done during the conceptual design phase so that we can identify the environmental mitigation measures prior to the procurement of the DB contract. Staff believes the proposed fee is reasonable for this level of effort by Carollo.

Carollo will complete the conceptual design phase services by summer 2019.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$346,952 for the Newark Equalization Storage Facilities Project.

PRE/SEG/RC/SB;dl

Attachment: Figure 1 – Transport System
 Figure 2 – Site Plan
 Agreement
 Task Order No. 1

**FIGURE 1
UNION SANITARY DISTRICT
DRAINAGE BASINS & FACILITIES**

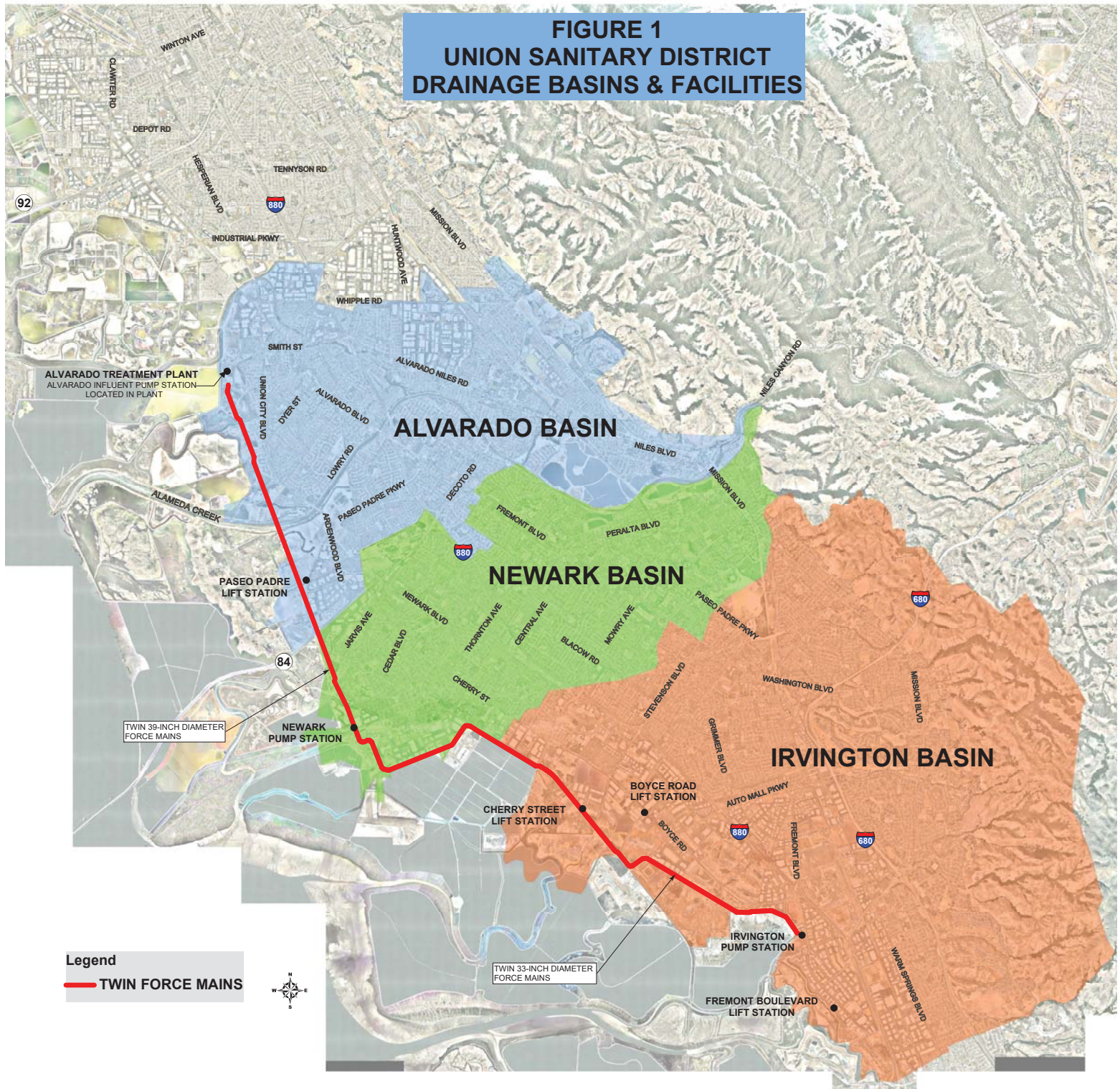


Figure 2 – Newak Pump Station Aerial Site Plan



NEWARK EQUALIZATION STORAGE FACILITIES PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF JANUARY ____, 2019, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and CAROLLO ENGINEERS, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to design and construct the Newark Equalization Storage Facilities Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor

costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.

- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

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

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.

- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

ARTICLE 10 - RECORDS OF LABOR AND COSTS

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

ARTICLE 11 - INSURANCE

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

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability

arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.

11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed

under this Agreement, except for workers' compensation and professional liability insurance.

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.

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

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

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

ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires

an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
2. Out of State residents: Federal criminal search of the National Criminal Database,

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

ARTICLE 23 - EXCEPTIONS

No exceptions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of January _____, 2019 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Christopher T. Cleveland, P.E.
Senior Vice President

Date: _____

NEWARK EQUALIZATION STORAGE FACILITIES PROJECT

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Dated January____, 2019

1. PURPOSE

The purpose of this Task Order is to provide conceptual/preliminary design services for the Project to utilize an alternate project delivery method.

2. PROJECT UNDERSTANDING

The District's service area is divided into three gravity drainage basins, each of which has a pump station that collects and transports its wastewater to the Alvarado Wastewater Treatment Plant (WWTP). The two southernmost basin pump stations, Newark and Irvington, transport the wastewater through two 33-inch force mains that discharge into the Headworks Building at the WWTP. The northernmost pump station, Alvarado, is located within the WWTP and discharges its wastewater through a dedicated force main to the Headworks Building.

The District is planning to partially offset near-term impacts of increased flows during peak wet weather events, and to manage wastewater flows during WWTP shutdowns for future construction and maintenance activities.

3. PROJECT COORDINATION

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

4. ENGINEER'S SCOPE OF SERVICES

Engineer shall provide the following specific services.

Task 1 – Project Management and Meetings

Task 1.1 – Project Management

Engineer shall monitor and track the overall project scope, budget, and schedule, and provide update on a monthly basis. A log will be maintained throughout the project to record the decisions made by the project team. The log will contain decisions made during workshops and project meetings as well as during telephone conversations or emails.

Engineer shall prepare and submit a written monthly invoice to the District which will show the percentage of work completed and the percentage of contract billed, and summarize the work completed during the month.

Task 1.2 – Kickoff Meeting

Engineer shall conduct a two (2)-hour Project kickoff meeting with the District. This meeting will address the overall approach to managing the project tasks, schedule, and budget, as well as communication and project team roles/responsibilities. The group will discuss the overall vision the District has for the project, the drivers, and goals. The group will discuss available information and identify key points of contact for necessary data.

Task 2 – Alternatives Evaluation

Engineer shall review existing District data, drawings, reports and other pertinent information. Engineer shall conduct field investigations as needed to confirm existing features and dimensions related to suitability of alternatives and provide a life cycle cost analysis for each alternative. Engineer shall meet with District staff to determine the constraints, deficiencies, and other operational and maintenance (O&M) issues.

Task 2.1 – Tank Sizing

Engineer shall evaluate several operational scenarios to determine optimum sizing of the equalization storage facilities. Using the District's Newark Basin Master Plan (scheduled to be completed in 2019) in conjunction with the flow modeling completed by Engineer for the twin force main hydraulics, Engineer shall prepare estimates of storage volume needed to contain accumulating flow due to a catastrophic pump station failure at Newark,

as well as additional storage needed in the Irvington-Newark system to respond to future wet weather flows.

Task 2.2 – Equalization Hydraulics

Engineer shall evaluate the hydraulics of incorporating equalization storage into the Newark collection system. In the event of a pump station failure, due to a loss of utility power and failed standby generator start or transfer, the equalization system must accommodate the influent flow without electrical power available. The equalization volume will need to be accessible, either by gravity flow or alternatively powered pumps. Gravity flow may result in a buried tank facility, while alternatively powered pumps may encounter challenging permit requirements for construction. Using the Newark collection basin hydraulic model results contained in the forthcoming Master Plan, Engineer shall extend the analysis to include dry and wet weather flow scenarios for tank filling operations. In addition, any transport system capacity needs will be modeled to ensure proper operation and optimization of treatment plant flows and stored flow. This evaluation will also include determining the best alternative for controlling wastewater to and from the proposed equalization storage facility.

Task 2.3 – Tank Layout

Engineer shall evaluate the site availability, considering tank sizing established under Task 2.1, the geotechnical conditions identified under Task 3, and hydraulics evaluation under Task 2.2. It is anticipated that both round and rectangular tanks will be considered based on their cost, ease of construction, foundation requirements, and ability to provide the necessary volume within the proposed area.

Task 2.4 – Washdown System

Once the tank size, layout and hydraulics are established, Engineer shall evaluate washdown options for the tank to avoid long term odor and debris accumulation. It is anticipated that the District will utilize potable water from either SFPUC or ACWD to complete washdown activities, due to the lack of recycled water availability at the site, and the restrictions and/or quality of pumping local groundwater. Depending on the tank configuration, Engineer shall assess fixed wall nozzles, water monitors, hand hose lines, tipping buckets, and other applicable technologies to determine the cost effectiveness and washdown water and power efficiency of the proposed viable alternatives.

Task 2.5 – Irvington Equalization Modifications

Engineer shall evaluate options for filling the equalization storage facilities at the Irvington site upstream of the existing pump station headgate. The facility currently includes an at-grade valve station and force main to allow for a complete bypass of the station using trailer mounted pumps and a limited ability to surcharge the collection system to back flows up the 24" raw sewage return line by gravity to make use of a small portion of the equalization basin volume. The District wishes to explore options that would allow for a more straightforward strategy to utilize the current equalization volume without requiring the need to mobilize trailer mounted pumps in the event of a catastrophic pump station failure, prior to spilling raw wastewater within the collection system. Engineer shall consider options including permanently mounted, alternatively powered pumps, emergency outlet facilities into the paved basin to prevent collection system flooding, and additional underground equalization storage volume.

Task 2.6 – Tank and Piping Materials Selection/Cathodic Protection

Based on the results of Tasks 2.1-2.3 and Task 3, Engineer shall develop an appropriate list of structural materials, piping materials, construction techniques and cathodic protection to provide the intended service life of the proposed equalization structure and piping connections. While it is anticipated that any below grade structure will likely be cast in place concrete, techniques such as prestressed construction can potentially result in cost savings but must be weighed against corrosion risk. In addition, selection of thermoplastic piping materials may reduce the impacts on structures and differential settlement, and provide corrosion resistance. Through our subconsultant, JDH Corrosion Consultants, Inc., Engineer shall review the proposed list of materials with soil corrosivity data to determine the level of cathodic protection required.

Task 2.7 – Alternative Development Workshop

Engineer shall prepare a presentation workshop to guide staff through the alternatives evaluated to date and receive feedback regarding recommendations. The purpose of this meeting will be to receive District staff comments and determine additional evaluation(s) required as part of the Conceptual Design Report (CDR) preparation under Task 6. Workshop materials and meeting minutes will be included in the appendix of the final CDR prepared under Task 6.5.

Task 3 – Geotechnical Report

Task 3.1 Desktop Study

Engineer shall retain DCM Consulting to conduct a Desktop Study to evaluate existing geotechnical considerations for the development of the project improvements. Suitability of existing subsurface conditions for installation of yard piping, bearing capacity of soils for new structure loads and other preliminary information to complete the conceptual design phase of the project will be developed. It is assumed that sufficient boring information exists in the vicinity of the equalization basin site that reasonable conclusions can be drawn regarding the in-situ soils.

Based on the desk top study of existing geotechnical information described in Task No. 3.1, a preliminary geotechnical profile of soil and groundwater conditions will be developed. Preliminary conclusions will include an assessment of liquefaction and liquefaction induced site settlements, shallow vs. deep structure foundations and impacts and protections of the Newark Aquifer. Preliminary recommendations will be provided for structure foundations and allowable foundation bearing capacities, lateral earth pressures on below grade structures, excavation shoring, dewatering and base stability, ground improvement (if needed), and yard piping. During this phase, DCM will provide geotechnical input regarding constructability issues and project risks as well as impacts from, and protection of, the Newark Aquifer.

The Desktop Study will also include specific recommendations for a site specific subsurface geotechnical investigation at the project site. The geotechnical investigation is anticipated to include test borings, CPT soundings and groundwater monitoring wells/piezometers.

Included in this effort is attendance at up to two meetings, one with Carollo Engineers, Inc. in the Walnut Creek office and one with the District in Union City, to review the findings of the Desktop Study and project constructability issues.

Task 3.2 Geotechnical Report

Engineer shall retain Cal Engineering and Geology (CE&G) to provide a Geotechnical Report. Based on the recommendations of the Desktop Study in Task 3.1, CE&G shall take up to two site-specific borings, and up to two cone penetration (CPT) tests, one test pit, and up to two groundwater monitoring wells/piezometers. All field coordination and permitting will be performed by CE&G. Laboratory testing will include unconfined compression, Atterberg limits, sieve and hydrometer, and moisture content. Third party laboratories will perform

corrosion and consolidation testing. CE&G shall evaluate the data collected, perform engineering analyses (including liquefaction), and prepare a geotechnical report.

The geotechnical report will include a site description and history, list of existing geotechnical reports that have been prepared for the site, discussion of the general and local site geology, discussion of the potential for liquefaction or settlement during earthquakes, depth to groundwater and historical summary of annual groundwater fluctuations, corrosion potential of the soil for buried metallic and concrete pipes and structures, site plan showing the locations of boring and CPTs, summary of all laboratory testing data, lateral soil pressure for use in design, coefficient of friction between the foundation and the soil or subbase, recommended type of foundation system for the equalization facility, Young's modulus and Poisson's ratio, expected settlement and differential settlement for structures, mitigation measures for expansive soils, recommended pavement structural section for AASHTO H-20 loading, recommended 2016 California Building Code seismic design coefficients, and another other required geotechnical design information.

Task 4 – Surge Analysis

Through its subconsultant, Northwest Hydraulic Consultants (NHC), Engineer shall prepare a surge analysis for the boost mode operation of the Irvington – Newark transport system and the operation of the Alvarado Influent Pump Station force main isolation valves at Control Box 1 and the Headworks.

Task 4.1 – Newark PS Boost Valve

NHC shall update the surge analysis completed in 2013 to reflect the modifications made to the Irvington Pump Station controls to shut down pumping operations when power is lost at the Newark Pump Station while operating in boost mode. In addition, the District has modified the boost valve operator to allow for variable closing speeds. The analysis will provide updated control recommendations that reflect the recent modifications under two flow scenarios: peak wet weather flow from Newark and Irvington and typical dry weather flow from Newark and Irvington. The system models shall include any proposed Newark Equalization alternatives.

Task 4.2– Alvarado Influent PS Isolation Valves

NHC shall utilize the surge model built for the Alvarado Influent PS in 2018 to assess the need for the surge valve, to develop recommendations for opening and closing operations for the isolation valves (V-ALV and V-ALV A) located at the Headworks and Control Box 1.

Task 4.3– Technical Memorandum

NHC shall summarize the findings of the surge simulations and recommend the safe open/close times for both systems as well as any additional surge protection measures needed.

Task 5 - Alternative Delivery Method Evaluation

Task 5.1 - Alternatives Evaluation

The Engineer shall coordinate with the District to collect and understand the District's legal authority and procurement procedures as it relates to design-build delivery. This assumes the District will provide all pertinent documents for Engineer's review. The Engineer shall perform cursory review of District's construction contract documents and procurement policy documentation.

The Engineer shall establish the evaluation criteria. The Engineer shall use the project objectives, constraints and drivers identified in the Kickoff Meeting under Task 1.2 as the basis for establishing draft evaluation criteria to be used for evaluating the suitability of the commonly used design-build delivery methods. Evaluation criteria will be grouped within the following primary categories:

- 1) Level of control
- 2) Cost
- 3) Schedule
- 4) Risk allocation

The Engineer shall evaluate and select a recommended delivery method. The Engineer shall develop an initial framework for evaluating the design-build delivery methods in preparation for the Workshop in Task 5.2. Upon completion of the Workshop, the Engineer shall complete the evaluation and document the selected delivery method as determined by District and Engineer at the Workshop.

Task 5.2 - Workshop

The Engineer shall facilitate a four (4)-hour Workshop with District staff that covers the following topics:

- Review of project objectives, constraints and drivers
- Review of legal authority and procurement policies as it relates to design-build delivery
- Review of attributes of fixed price design-build (FPDB) and progressive design-build (PDB), including pros/cons of each design-build variation
- Review of draft alternative delivery evaluation criteria and refine as needed
- Evaluate FPDB and PDB based upon agreed upon evaluation criteria and select delivery method
- Discuss design-build procurement approach, including development of design-build contract and other documentation required

District shall have staff present at workshop that can support or refute Engineer's recommendation. The final outcome of the workshop shall result in a direction for further assessment of requirements to execute the proposed alternative delivery method. If a consensus decision cannot be made at workshop, Engineer shall not move forward with the completion of the evaluation until such time that the direction from District can be obtained. Meeting minutes and workshop materials will be appended to the Procurement Technical Memorandum under Task 5.3.

Task 5.3 - Procurement Technical Memorandum

Engineer shall prepare the Procurement Technical Memorandum that includes the following:

- Design-build method evaluation and selected method
- Procurement steps and documentation required for selected delivery method
- Project schedule considering design-build delivery method and procurement approach
- Documentation required for procurement/administration of design-build contract and path forward for developing such documentation
- Identification of draft evaluation criteria to be utilized in RFQ and RFP as basis for selecting a Design-Builder

The Engineer shall submit draft technical memorandum to the District for review. Engineer shall revise technical memorandum considering District's comments and prepare/submit final technical memorandum. A comment/response log will be used to document review process. The draft and final Procurement Technical Memorandum will be issued to the District in word and pdf format. No hard copies will be provided.

Development of procurement documents is not included here. It is assumed this effort will be performed in another task order.

Task 6 – Conceptual Design Report

Task 6.1 – Construction Sequencing Analysis

A detailed construction sequencing analysis will be conducted to determine construction duration, operational challenges at the existing pump station site, and wet weather work constraints.

Task 6.2 – Construction Cost Estimate

Engineer shall develop a preliminary design level cost estimate for inclusion in the CDR.

Task 6.3 – Develop Draft Conceptual Design Report

The Engineer shall prepare a Conceptual Design Report (CDR). The CDR will serve as the technical basis for the alternative design procurement. The CDR will establish the District's design intent, criteria, and standards expected of the Project.

The CDR will include the following:

- Design criteria, including flows and storage volume. Preliminary sizing calculations for the flows and storage volume will be included in the appendix.
- An analysis of the capacity requirements.
- Tank conceptual design, including the foundation system.
- Strategies and improvements needed to facilitate return of equalized flows to the collection system, including a conceptual design for a fill/drain pump station if needed.
- Conceptual design for washdown facilities.
- Conceptual design for odor control facilities.
- Options for incorporating solar panel facilities and security cameras into the design.
- An estimate of the energy demands and conceptual design for modifications required for the Newark PS electrical/control systems. The Engineer will be assisted by its subconsultant Beecher Engineering for this and other electrical items.
- An assessment of the availability of utility and standby power, considering the estimated power requirements for the recommended equalization alternative.
- Preliminary structural, process, mechanical and electrical layout sketches.
- Modifications to the Boost Transport system based on the results of the Surge Analysis in Task 4.
- Modifications to the existing ancillary systems, including equalization operations at Irvington.
- Cathodic protection requirements for the tank and piping.
- Geotechnical report under Task 3.

- Preliminary project cost estimate prepared under Task 6.2.
- Construction sequencing analysis prepared under Task 6.1.
- Preliminary project schedule for construction.

The CDR shall be issued to the District in electronic draft format, for review and comment by District.

Task 6.4 – Conceptual Design Report Workshop

Engineer shall prepare a presentation workshop to guide staff through the evaluation and conclusions of the CDR. This meeting will be conducted after submittal and District review of the CDR. The purpose of this meeting will be to receive and discuss District review comments and to determine the preferred approach for implementation in the final design phase. Workshop materials and meeting minutes will be included in the appendix of the final CDR prepared under Task 6.5.

Task 6.5 – Final Report

Engineer shall review, understand and incorporate comments received from District at presentation workshop and received by written correspondence. Engineer shall provide a final, stamped CDR to serve as the basis for final design. Cost estimates and project schedules shall be adjusted based on received comments. Engineer shall prepare an electronic CDF deliverable. No hard copies will be provided.

Task 7 – CEQA

Task 7.1 – Project Scoping Analysis

Through its subconsultant, Scheidegger and Associates (Scheidegger), Engineer shall review the scope of project relative to environmental constraints to determine if any significant CEQA related issues are identified. Field visits by a qualified biologist and archaeologist will be conducted to assess the area for sensitive species and areas of cultural significance. The District hasn't determined whether SRF funding will be utilized for the project, therefore a recommendation for the subsequent environmental documentation process, either using a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be proposed. Subconsultant will use the Initial Study (IS) checklist as a guide to identify any environmental issues. Subconsultant shall meet with District to review findings and agree on approach for final environmental documentation.

Task 7.2 IS/MND Preparation

On behalf of District, Scheidegger shall prepare CEQA documents. It is assumed an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate CEQA document for this project.

Scheidegger shall complete an IS/MND based on the conceptual design with conservative assumptions as needed. It is assumed any pipeline improvements will be

confined to the pump station and equalization storage properties. During the design phase, the design-builder may need to complete an Addendum to capture any substantial changes in design.

The three tasks associated with the IS/ND process are:

Task 1: Prepare draft IS for District review once the conceptual design report is available. The draft IS will address all issue areas.

Scheidegger shall work with the District and City of Newark Planning Department. The IS/MND will not include a secondary impact evaluation of any new development and associated growth. The cultural resource assessment will be limited to a records search to be conducted by the Northwest Information Center.

Task 2: Prepare a circulation draft IS/MND. Once District comments are received on the draft IS, the IS will be revised based on review comments and released for public and agency review. Assistance will be provided to the District on meeting scheduling and noticing requirements. It is assumed the District will issue the required notices for public circulation.

Task 3: Respond to comments. Responses to any public comments on the IS/MND will be prepared. The Notice of Determination will be prepared for filing with the County Clerk-Recorder's Office. It is assumed the District will perform the filing and pay any filing fees.

It is currently unknown whether the project will be funded through a State Revolving Fund (SRF) loan. If SRF funds are sought, additional CEQA-plus documentation will be required. It is also assumed the preliminary design phase will not include air permitting. If such permits are required, it is assumed that they will be obtained by the Design-Builder or in a subsequent phase of work. It is assumed the pump station work will not require a City of Newark Building Permit. If this permit is required, it is assumed the Design-Builder will obtain it. Assistance with obtaining a building permit is not included.

5. PAYMENT TO THE ENGINEER

Payment to the ENGINEER shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

Total charges to the DISTRICT for Task Order No. 1 not-to-exceed amount shall be **\$346,952**. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

The following table summarizes the proposed task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 - Conceptual Design Services	\$346,952	Yes	Paul Eldredge
Total	\$346,952		

6. TIME OF COMPLETION

Anticipated schedule for completion of Engineer's scope of services is summarized as follows:

- Notice to Proceed (NTP): January 15, 2019.
- Kickoff Meeting: Week of January 21, 2019
- Surge Analysis: Week of February 25, 2019
- Geotechnical Report: Week of February 25, 2019
- Alternative Evaluation Workshop: Week of April 1, 2019.
- Submit Draft Conceptual Design Report: Week of May 6, 2019.
- Submit Final Conceptual Design Report: Week of June 3, 2019 (Assumes 2-week District review of Draft).
- CEQA draft IS/MND: Week of May 6, 2019
- Circulate IS/MND: Week of May 27, 2019 (Assumes 2-week District review of Draft).
- Final CEQA documents and NOD: Approximately Week of June 28, 2019

7. KEY PERSONNEL

Engineer's personnel assigned for this Task Order No. 1 shall consist of the following individuals:

Scott Parker	Project Manager
Richard Gutierrez	Project Engineer
Jason Garside	Procurement Analysis

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of January _____, 2019 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Christopher T. Cleveland, P.E.
Senior Vice President

Date: _____

Exhibit A

Newark Equalization Storage Facilities Project
Union Sanitary District
Labor and Budget Estimate - Preliminary Design/Conceptual Design Services

													Subconsultants (1)							Subconsultant Mark up (5%)		Mileage		Travel	ODC Cost	Total Cost
			SP \$311	LPP \$261	PP \$201	P \$173	AP \$142	CAD \$139	Support \$126	Total Hours	Labor Cost	PECE \$12.00	Beecher Eng. \$200	Scheidegger	Mathy \$225	CE&G	JDH	NHC	Trips			Amount				
			Project Management and Meetings																							
1.0	1.1	Project management	24	0	4	0	0	0	4	32	\$8,772	\$384	\$800	\$0	\$0	\$0	\$0	\$0	\$40	0	\$0	\$0	\$0	\$1,224	\$9,996	
	1.2	Kick off meeting	4	8	4	4	0	0	2	22	\$5,080	\$264	\$800	\$0	\$0	\$0	\$0	\$0	\$40	2	\$99	\$800	\$2,003	\$7,083		
		Task 1.0 Subtotal	28	8	8	4	0	0	6	54	\$13,852	\$648	\$1,600	\$0	\$0	\$0	\$0	\$0	\$80	2	\$99	\$800	\$3,227	\$17,079		
2.0	Alternatives Evaluation																									
	2.1	Tank Sizing	4	8	12	32	16	2	0	74	\$13,830	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$888	\$14,718		
	2.2	Equalization Hydraulics	4	4	12	24	16	2	0	62	\$11,402	\$744	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1	\$49	\$0	\$793	\$12,195		
	2.3	Tank Layout	8	12	16	48	12	8	0	104	\$19,956	\$1,248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1	\$49	\$0	\$1,297	\$21,253		
	2.4	Washdown System	4	0	8	24	16	2	0	54	\$9,554	\$648	\$800	\$0	\$0	\$0	\$0	\$0	\$40	0	\$0	\$0	\$1,488	\$11,042		
	2.5	Irvington Equalization Modifications	2	2	8	12	12	0	0	36	\$6,532	\$432	\$800	\$0	\$0	\$0	\$0	\$0	\$40	2	\$99	\$0	\$1,371	\$7,903		
	2.6	Materials Selection/Cathodic Protection	1	4	8	4	8	0	0	25	\$4,791	\$300	\$0	\$0	\$0	\$0	\$7,000	\$0	\$350	1	\$49	\$0	\$7,699	\$12,490		
	2.7	Workshop	4	4	4	4	0	0	1	17	\$3,910	\$204	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$99	\$0	\$303	\$4,213		
	Task 2.0 Subtotal	27	34	68	148	80	14	1	372	\$69,975	\$4,464	\$1,600	\$0	\$0	\$0	\$7,000	\$0	\$430	7	\$345	\$0	\$13,839	\$83,814			
3.0	Geotechnical Report																									
	3.1	Desktop Study	2	6	4	0	0	1	1	14	\$3,257	\$168	\$0	\$0	\$13,500	\$0	\$0	\$0	\$675	1	\$49	\$0	\$14,392	\$17,649		
	3.2	Geotechnical Report	2	4	8	0	0	0	2	16	\$3,526	\$192	\$0	\$0	\$2,700	\$25,000	\$0	\$0	\$1,385	1	\$49	\$0	\$29,326	\$32,852		
	Task 3.0 Subtotal	4	10	12	0	0	1	3	30	\$6,783	\$360	\$0	\$0	\$16,200	\$25,000	\$0	\$0	\$2,060	2	\$98	\$0	\$43,718	\$50,501			
4.0	Surge Analysis																									
	4.1	Newark PS Boost Valve	1	0	2	0	0	0	1	4	\$839	\$48	\$0	\$0	\$0	\$0	\$8,379	\$419	0	\$0	\$0	\$0	\$8,846	\$9,685		
	4.2	Alvarado Influent PS Isolation Valves	1	0	2	0	0	0	0	3	\$713	\$36	\$0	\$0	\$0	\$0	\$0	\$8,014	\$401	0	\$0	\$0	\$8,451	\$9,164		
	4.3	Technical Memorandum	1	0	2	0	0	0	0	3	\$713	\$36	\$0	\$0	\$0	\$0	\$0	\$11,894	\$595	0	\$0	\$0	\$12,525	\$13,238		
	Task 4.0 Subtotal	3	0	6	0	0	0	1	10	\$2,265	\$120	\$0	\$0	\$0	\$0	\$0	\$28,287	\$1,415	0	\$0	\$0	\$0	\$29,822	\$32,087		
5.0	Alternative Delivery Method Evaluation																									
	5.1	Alternatives evaluation	1	40	4	4	32	0	0	81	\$16,791	\$972	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$972	\$17,763		
	5.2	Workshop	4	8	8	4	8	0	0	32	\$6,768	\$384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2	\$99	\$800	\$1,283	\$8,051		
	5.3	Procurement technical memorandum	1	16	4	4	16	0	4	45	\$8,759	\$540	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$540	\$9,299		
	Task 5.0 Subtotal	6	64	16	12	56	0	4	158	\$32,318	\$1,896	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$99	\$800	\$2,795	\$35,113		
6.0	Conceptual Design Report																									
	6.1	Construction sequencing analysis	2	0	12	8	8	0	1	31	\$5,680	\$372	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$372	\$6,052		
	6.2	Construction cost estimate	1	2	8	12	16	0	1	40	\$6,915	\$480	\$800	\$0	\$0	\$0	\$0	\$0	\$40	0	\$0	\$0	\$1,320	\$8,235		
	6.3	Draft report	4	12	32	48	32	20	8	156	\$27,444	\$1,872	\$1,200	\$0	\$0	\$0	\$0	\$0	\$60	0	\$0	\$0	\$3,132	\$30,576		
	6.4	Conceptual design report workshop	4	4	4	4	0	0	1	17	\$3,910	\$204	\$800	\$0	\$0	\$0	\$0	\$0	\$40	2	\$99	\$0	\$1,143	\$5,053		
	6.5	Finalize Report	2	4	8	16	12	8	4	54	\$9,362	\$648	\$400	\$0	\$0	\$0	\$0	\$0	\$20	0	\$0	\$0	\$1,068	\$10,430		
	Task 6.0 Subtotal	13	22	64	88	68	28	15	298	\$53,311	\$3,576	\$3,200	\$0	\$0	\$0	\$0	\$0	\$160	2	\$99	\$0	\$7,035	\$60,346			
7.0	CEQA																									
	7.1	Project Scoping Analysis	1	2	2	2	0	0	1	8	\$1,707	\$96	\$0	\$9,240	\$0	\$0	\$0	\$0	\$462	1	\$49	\$0	\$9,847	\$11,554		
	7.2	IS/MND Preparation	1	2	2	2	8	1	2	18	\$3,108	\$216	\$0	\$50,557	\$0	\$0	\$0	\$0	\$2,528	1	\$49	\$0	\$53,350	\$56,458		
	Task 7.0 Subtotal	2	4	4	4	8	1	3	26	\$4,815	\$312	\$0	\$59,797	\$0	\$0	\$0	\$0	\$2,990	2	\$98	\$0	\$63,197	\$68,012			
	Totals	83	142	178	256	212	44	33	948	\$183,319	\$11,376	\$6,400	\$59,797	\$16,200	\$25,000	\$7,000	\$28,287	\$7,135	13	\$838	\$1,600	\$163,633	\$346,952			

Legend:

SP Senior Professional - Parker

LPP Lead Project Professional - Dadik, Loper

PP Project Professional - Gutierrez

P Professional - Gherini

AP Assistant Professional

CAD CAD Technician

Support Support Staff

PECE: Project Equipment and Communication Expense

Notes:

1 Cal Engineering and Geology's field geotechnical exploration will be conducted during final design, and will be part of a subsequent task order.

2 Mileage based on 85 miles per trip @ \$0.58/mile

3 Multiplier = 3.21

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

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
Andrew C. Baile, Assistant Engineer

SUBJECT: Agenda Item No. 14 - Meeting of January 14, 2019
Consider a Resolution to Accept the Construction of the Cast Iron/Piping Lining Project – Phase VII from Nor-Cal Pipeline Services and Authorize Recordation of a Notice of Completion

Recommendation

Staff recommends the Board consider a resolution to accept the construction of the Cast Iron/Piping Lining Project – Phase VII (Project) from Nor-Cal Pipeline Services (Nor-Cal) and authorize recordation of a Notice of Completion.

Background

On July 16, 2018, the Board awarded the construction contract for the Project in the amount of \$290,989 to Nor-Cal. The purpose of the Project was to rehabilitate existing gravity sewer mains that had been identified through the District's routine television inspection program and the Basin Masterplan Condition Assessments as having structural defects by cured-in-place pipe (CIPP) liners. The Project was designed by staff who also provided construction management services. Inspection services were provided by Tanner Pacific, Inc. The Project included the rehabilitation of 13 sewer mains in the cities of Fremont and Union City. The locations of the repairs are shown in Figure 1.

Construction Contract

Staff issued the Notice to Proceed to Nor-Cal on August 7, 2018. The 100-day project was scheduled to be completed on November 14, 2018. Nor-Cal substantially completed all contract work on that date.

There was one contract change order for the Project. Change Order No. 1 deleted the installation of one lateral sealing system on Fremont Boulevard at Site No. 12 that resulted in a credit of \$10,540. During their pre-installation CCTV inspection, Nor-Cal discovered the 4-inch diameter lateral was inserted into the 6-inch diameter wye at the main which made the specified lateral sealing system difficult to install correctly. Instead, Collection Services staff will install a different lateral sealing system that will extend further into the lateral from the sewer main to cover the exposed joint of the two dissimilar-sized pipes.

Staff recommends the Board consider a resolution to accept the construction of the Cast Iron/Piping Lining Project – Phase VII from Nor-Cal Pipeline Services and authorize recordation of a Notice of Completion.

PRE/SEG/RC/ACB;dl

Attachments: Figure 1 – Project Locations
 Figures 2 and 3 – Before and After Photos of CIPP Liner Installation
 Resolution
 Notice of Completion

Figure 1: Union Sanitary District
Sewer Drainage Basins

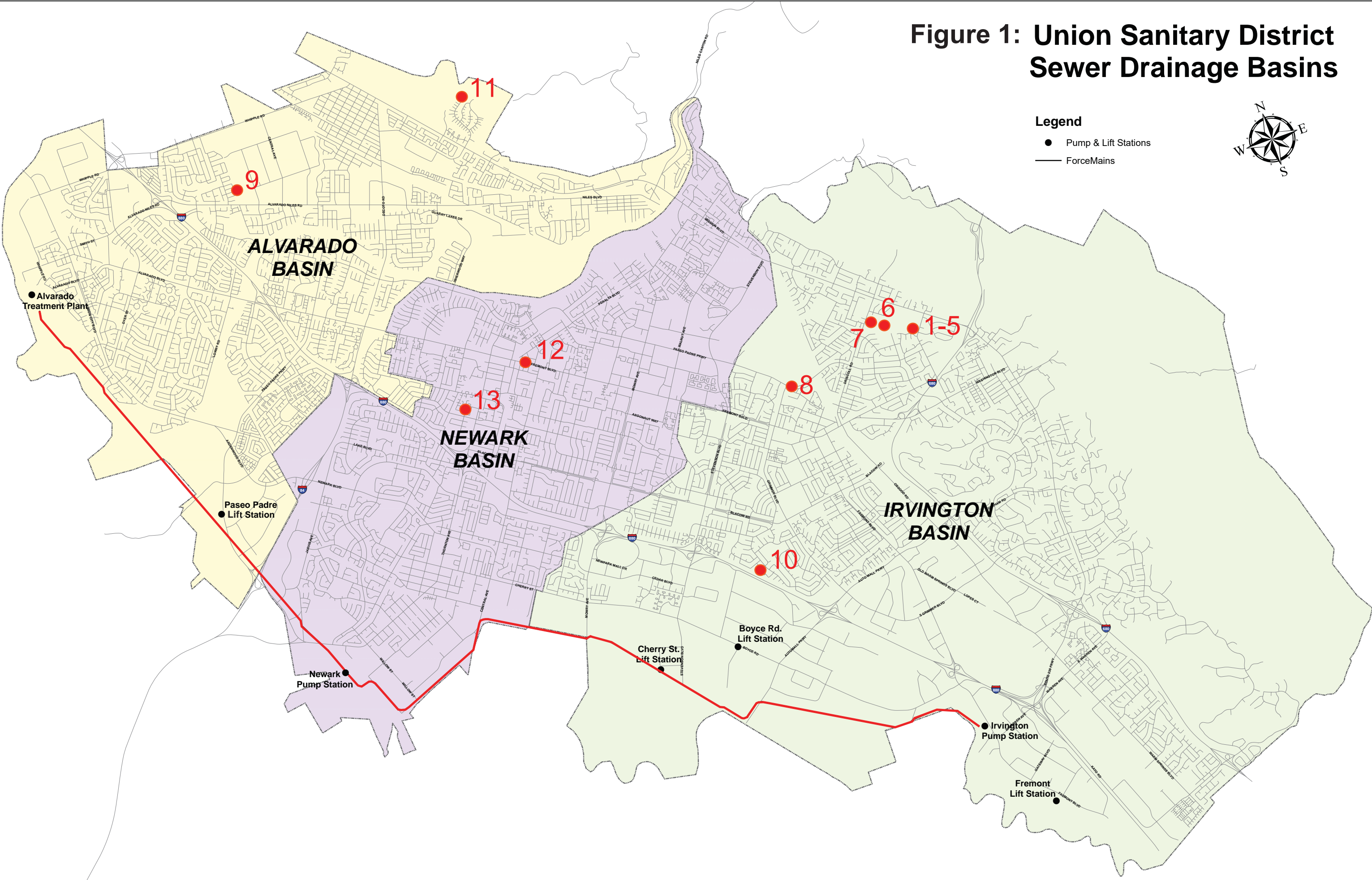


Figure 2



Figure 2 – Site No. 9, Hop Ranch Road, Union City; Before CIPP Liner Installation

Figure 3



Figure 3 – Site No. 9, Hop Ranch Road, Union City; After CIPP Liner Installation

RESOLUTION NO. ____

**ACCEPT CONSTRUCTION OF THE
CAST IRON/PIPING LINING PROJECT – PHASE VII
FROM NOR-CAL PIPELINE SERVICES
LOCATED IN FREMONT, CALIFORNIA AND UNION CITY, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby accepts the Cast Iron/Piping Lining Project – Phase VII from Nor-Cal Pipeline Services, effective January 14, 2019.

FURTHER RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT authorize the General Manager/District Engineer, or his designee, to execute and record a “Notice of Completion” for the Project.

On motion duly made and seconded, this resolution was adopted by the following vote on January 14, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANJALI LATHI
President, Board of Directors
Union Sanitary District

Attest:

JENNIFER TOY
Secretary, Board of Directors
Union Sanitary District



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

**Regina McEvoy
Union Sanitary District
5072 Benson Road
Union City, CA 94587**

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on July 16, 2018 by said District and **NOR-CAL PIPELINE SERVICES.**, Contractor for the Project, **“CAST IRON/PIPING LINING PROJECT – PHASE VII,”** substantially completed the Project on November 14, 2018 and accepted by said District on January 14, 2019.

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

The estate or interest of the owner is: **HOLDER OF SANITARY SEWER EASEMENTS AND LICENSES.**

The descriptions of the sites where said work was performed and completed is at various locations in the City of Fremont and City of Union City, County of Alameda, State of California.

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

Executed on _____ at UNION CITY, CALIFORNIA.

REGINA MCEVOY,
Agent of the 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: January 7, 2019

MEMO TO: Board of Directors - Union Sanitary District

FROM: Karen Murphy, General Counsel
Gene Boucher, Human Resources Manager

SUBJECT: Agenda Item No. 15 - Meeting of January 14, 2019
Consider Second Amended and Restated Employment Agreement between Union Sanitary District and Paul Eldredge

Recommendation

Approve Second Amended and Restated Employment Agreement.

Background

The Union Sanitary District entered into an Employment Agreement with Paul Eldredge to serve as General Manager/District Engineer on June 25, 2014.

The Employment Agreement was amended on September 28, 2015, to remove the automobile allowance and incorporate such amount into Mr. Eldredge's base salary, and to increase Mr. Eldredge's salary by \$7,250.00, or approximately three percent.

The Employment Agreement was amended a second time on November 14, 2016, to: (1) remove the termination date; (2) provide for a salary increase to \$261,697.25, or approximately three percent; and (3) increase matching deferred compensation from \$4,200.00 to \$14,363.00 annually.

On October 23, 2017, the District and Mr. Eldredge entered into an Amended and Restated Employment Agreement to incorporate all amendments into one complete and conforming agreement and to provide for a salary increase to \$275,436.09, or approximately five and a quarter percent.

Section 4 of the Amended and Restated Employment Agreement provides that the General Manager's base salary may be annually adjusted following his annual performance evaluation and Section 13(A) provides that the Board agrees to review the Manager's total compensation each year.

On September 10, 2018, the Board appointed an ad hoc subcommittee of Vice President Fernandez and Secretary Toy to negotiate any contract amendments with Mr. Eldredge. The Board of Directors conducted Mr. Eldredge's 2018 annual performance evaluation on October 1, 2018, and October 23, 2018. On October 1, 2018, October 23, 2018, October 29, 2018, and December 10, 2018, the Board also met with its designated ad hoc subcommittee.

The following amendments were agreed upon: 1) an increase in salary to \$279,595.04, or approximately one and a half percent; (2) a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) a one-time contribution of 50 vacation hours.

The attached Second Amended and Restated Employment Agreement incorporates these revisions in one comprehensive agreement for ease of reference, similar to the prior Amended and Restated Employment Agreement.

Attachment

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “**Agreement**”) is made and entered into on _____, 2019, by and between the UNION SANITARY DISTRICT, a public sanitary district (“**USD**” or “**District**”) and PAUL R. ELDREDGE (the “**Manager**”).

Recitals

A. USD desires to employ the services of Manager as General Manager and District Engineer of USD.

B. It is the desire of the Board of Directors of Union Sanitary District (the “**Board**”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager.

C. It is the desire of USD to (1) retain the services of Manager and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring Manager’s morale and peace of mind with respect to future security; and, (3) provide a means of USD terminating Manager’s employment if so desired.

D. Manager desires to accept employment as General Manager and District Engineer of Union Sanitary District.

E. District and Manager entered into that certain Employment Agreement dated June 25, 2014, wherein District hired Manager and Manager accepted employment as General Manager and District Engineer of Union Sanitary District (the “**Employment Agreement**”).

F. The Employment Agreement was amended by that certain First Amendment to Employment Agreement between USD and Manager dated as of September 28, 2015 (the “**First Amendment**”). The First Amendment removed Manager’s automobile allowance and incorporated such amount into Manager’s base salary, and increased Manager’s salary by \$7,250.00, or approximately three percent.

G. The Employment Agreement as amended by the First Amendment was thereafter amended by that certain Second Amendment to Employment Agreement between USD and Manager dated as of November 14, 2016 (the “**Second Amendment**”). The Second Amendment (1) removed the termination date; (2) increased Manager’s salary to \$261,697.25, or approximately three percent; and (3) increased Manager’s deferred compensation from \$4,200.00 to \$14,363.00 annually.

H. On October 23, 2017, District and Manager entered into an Amended and Restated Employment Agreement to incorporate all amendments in one complete and conforming Amended and Restated Employment Agreement and to increase Manager’s salary to \$275,436.09, or approximately five and a quarter percent (“**Amended and Restated Agreement**”).

I. District and Manager now desire to enter into a Second Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$279,595.04, or approximately one and a half

percent; (2) provide Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provide Manager with a one-time contribution of 50 vacation hours. The salary increase will be effective as of September 1, 2018; and the one time-time payment and contribution of vacation hours will be provided at the next regular pay period after execution of the Agreement.

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

Section 1. Duties.

USD hereby agrees to employ Manager as General Manager and District Engineer of Union Sanitary District to perform the functions and duties of the chief executive officer at the District as specified in the regulations of USD, the Health and Safety Code and the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Board shall from time and time assign.

Section 2. Term.

This Agreement is for a term commencing on August 11, 2014, and shall continue and remain in full force and effect until terminated by either party in the manner provided herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Manager's at-will status; (b) the right of the Board to terminate the services of Manager as provided herein; and (c) the right of Manager to resign from his position as provided herein.

Section 3. Termination and Severance Pay.

A. In the event that Manager is terminated by a majority vote of the Board while Manager continues to be willing and able to perform his duties under the Agreement, USD agrees to pay Manager equal payments over an agreed upon period of time equal to Manager's monthly salary multiplied by nine (9). Manager shall also be compensated for all accrued vacation time. The District agrees to continue medical, dental and vision benefits for six (6) months. Such severance pay and benefits shall not be due or payable if the Manager is terminated for willful misconduct, dishonesty, or fraud in office; willing destruction, theft, misappropriation or misuse of District property; or after being convicted of a felony; or any action involving moral turpitude. However, if Manager is terminated by a majority vote of the Board because of his commission of a felony, an act or action which constitutes moral turpitude for personal gain to him, is not in good standing due to acts which bring potential civil liability to the District or is unwilling or unable to adequately perform the duties of a General Manager, then in any of these events, USD shall have no obligation to pay the aggregate severance sum designated in this paragraph. It is specifically agreed that Manager serves at the pleasure of the Board as an at-will employee, subject to the termination and severance provisions contained herein.

B. Except for a termination involving the commission of any illegal act, or falling to remain in good standing as set forth in Section 3 A, above, the Manager may not be terminated by the USD within the three' (3) months preceding or following a General Election

where one or more Board seats are contested on the ballot of such election (the “**election cool-off period**”).

C. In the event the District terminates Manager for cause, the District and the Manager agree that neither Party shall make any written or oral statements to members of the public or press concerning the Manager’s termination which are not factual, or which are of a slanderous nature.

D. If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period in excess of 6 months, the District shall have the option to terminate this agreement without further payment of compensation and benefits (except as required by State or Federal Law). Disability will preclude severance benefits.

Section 4. Salary.

USD agrees to pay Manager for his services rendered pursuant hereto an annual base salary of \$241,425.00 annually, payable in installments at the same time as other employees of USD are paid. Effective as of September 1, 2015, Manager’s base salary is increased to \$254,075.00. Effective as of September 1, 2016, Manager’s base salary is increased to \$261,697.25. Effective as of September 1, 2017, Manager’s base salary is increased to \$275,436.09. Effective as of September 1, 2018, Manager’s base salary is increased to \$279,595.04. In addition, Manager shall receive a one-time payment of \$9,641.21 at the next pay period after execution of this Agreement. Base salary is subject to adjustment annually and Manager may receive performance bonuses following the Manager’s annual performance evaluation. Manager may distribute his Base Salary between salary and his contributions to approved deferred compensation plan as he chooses, so long as such distribution conforms to all applicable State and Federal laws and regulations.

Section 5. Automobile.

USD agrees to pay to the Manager a Four Hundred Fifty Dollars (\$450.00) per month automobile allowance. The Manager shall provide USD with proof of insurance demonstrating coverage in an amount acceptable to the USD. Manager shall not receive any automobile allowance as of September 1, 2015.

Section 6. Holiday Benefits.

Manager shall be entitled to the same holidays as Work Group Managers of USD.

Section 7. Medical, Vision and Dental Benefits.

The Manager shall be entitled to all medical, dental, vision, life and disability insurance benefits provided non-represented employees of USD. Qualifying dependents will be eligible for medical, dental, vision and life insurance benefits.

Section 8. Deferred Compensation.

USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$4,200 per year on a dollar-for-dollar basis. Effective as of September 1, 2016, USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$14,363.00 per year on a dollar-for-dollar basis. This amount may be increased following the Manager's annual performance evaluation.

Section 9. Comprehensive Leave.

Manager's sick leave and administrative leave shall be the same as Work Group Managers of USD. The Manager shall earn four (4) weeks of vacation leave annually. Manager shall receive a one-time contribution of 50 hours of vacation as of September 1, 2018, or the payroll immediately following the execution of this Agreement.

Section 10. Retirement.

Manager shall be eligible to participate, in the Public Employees' Retirement System (PERS) under the 2.5% at age 55 formula and the Fourth Level 1959 survivor benefit. The terms of the contract between the District and CalPERS shall govern the eligibility for and level of benefits to which Manager is entitled.

Section 11. Dues and Subscriptions.

USD agrees to pay for the professional dues, licenses and subscriptions of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the District.

Section 12. Professional Development/Employee Recognition.

A. USD hereby agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the professional development of Manager and adequate to pursue necessary official and other functions for USD, including but not limited to, California Association of Sanitation Agencies, National Association of Clean Water Agencies and other professional associations. Travel related advances and reimbursement shall be on the same basis as other District employees.

B. USD also agrees to pay for the travel and subsistence expenses of Manager for short courses, institutes and seminars that are necessary for his professional development in the best interest of USD.

Section 13. Performance Evaluation.

A. The Board shall review and evaluate the performance of Manager once annually, in September. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Manager. Said criteria may be modified as the Board may

from time to time determine after consultation with Manager. The Board agrees to review the Manager's total compensation in September of each year.

B. During the annual evaluation, the Board and Manager shall define such goals and performance objectives which they jointly determine necessary for the proper operation of the District and attainment of the Board's policy objectives; they shall also establish a relative priority among those various goals and objectives, and reduce said goals and objectives to writing. These goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 14. Indemnification.

A. Pursuant to the requirements of the California Government Code, including but not limited to sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, and any other relevant Government Code sections pertaining to such matters, the District shall defend save harmless and indemnify Manager against any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager. Said defense shall be provided by the District until such time as all legal action on the matter is concluded.

B. Should Manager be named as a defendant for any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager, District shall solicit and consider Manager's preference for legal representation, but District shall retain full discretion in the selection of counsel to the extent permitted by law.

Section 15. Other Terms and Conditions of Employment.

A. The Board, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law. Any terms or conditions changed shall be jointly agreed upon and in writing as provided by Section 16C, *infra*.

B. All provisions of the ordinances, regulations, policies and rules of the District relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to work group manager level District employees, except as otherwise set forth herein, also shall apply to Manager.

C. District agrees to pay Manager's reasonable consulting fees and travel expenses after employment concludes to serve as a material or expert witness, advisor or consultant to District for litigation or other disputes arising from Manager's service to the District.

Section 16. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Agreement is effective as of August 11, 2014.
- C. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by USD and the Manager. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof.
- D. This Agreement shall be binding upon, or shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 17. Criminal Background Check.

- A. This Agreement is conditioned upon the District's receipt, within four (4) weeks of the date upon which this Agreement is signed by both parties, a criminal background check regarding Manager showing no criminal convictions. If the District does not receive within four (4) weeks a criminal background check regarding Manager showing no criminal convictions, and/or if the criminal background check of Manager contains criminal convictions, this Agreement shall be, null and void.

Section 18. Amendment and Restatement.

This Agreement amends and restates the Amended and Restated Agreement in its entirety.

IN WITNESS WHEREOF, the District and Manager have signed and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

MANAGER

By _____

Anjali Lathi, President

Attest:

By _____

Jennifer Toy, Secretary

By _____

Paul R. Eldredge

Approved:

By _____

Karen Murphy, District General Counsel

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 7, 2019

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 16 - Meeting of January 14, 2019
**Receive Update on Capacity Charges for Accessory Dwelling Units and
Provide Direction**

Recommendation

Receive an update on capacity charges for accessory dwelling units for comment and discussion and provide any direction on future implementation.

Background

Over the last two years, several state laws regarding accessory dwelling units (ADUs) went into effect. ADUs were previously referred to as “second units” and are living units on a residential lot, which may be attached to an existing primary unit or a separate structure. ADUs may be new construction or converted from an existing residence. Senate Bill 1069, Assembly Bill 2299, and Assembly Bill 2406 were the initial bills passed and went into effect on January 1, 2017. Subsequently, further clarification was provided via Senate Bill 229 and Assembly Bill 494, which passed and went into effect on January 1, 2018. The intent of these laws is to make it easier for homeowners to construct or convert an ADU on their property, and thus create more housing options.

The new laws affect the District in two main ways: (1) the District cannot charge a property owner a capacity charge for an interior conversion of an existing single-family unit to create an ADU when no square footage is added; and (2) the capacity charge for an ADU that adds square footage through new construction must be “proportionate to the burden” of the ADU based on size or fixtures. The new laws do not impact annual sewer service charges.

Under the current District capacity ordinance, ADUs are considered multi-family dwelling units, like apartments, duplexes, and mobile homes. Developing a separate category for an ADU will require modifying the District’s Sewer Capacity Fee Update study and Ordinance 35.22, which the District will be doing in the next year or so.

In the meantime, District staff and legal counsel determined that the District’s practice of charging the lower multi-family dwelling rate for ADUs is reasonable, consistent with past practice, and is not contrary to the new laws. Multi-family dwelling units are charged a lower capacity charge than single family dwelling units because it is estimated that they discharge less wastewater than single family dwellings. Therefore, relative to single family dwellings and as a group, they were being charged proportionally.

Interest in ADUs has increased since the new laws went into effect. In 2017, there were 12 ADU applicants that were issued a sewer permit or paid a capacity charge; and in 2018, this number increased to 21. For 2019, staff is already aware of 18 ADU applicants that have already begun the process with their respective cities. Given the increasing interest in new ADU construction, staff has developed a streamlined option for applicants to pursue a Review of Capacity Charges under Ordinance 35.22. Ordinance 35.22 allows for the review of capacity charges wherein staff could consider a different method for calculating capacity charges for an ADU. Per Article IV, Section 3 - Review of Capacity Charges, an applicant must request a review of capacity charges to receive an adjustment of capacity charges. Rather than requiring applicants to pursue a review of ADU charges on a case-by-case basis, staff has created a method for readjusting ADU capacity charges based on the current method used to determine single family dwelling capacity charges.

The single-family dwelling rate currently applies to homes up to 4,500 sf; and homes with building areas greater than 4,500 sf are charged a higher capacity charge in proportion to the single-family dwelling rate. Staff proposes to apply this proportionate rate for ADUs, as follows:

		Rate	Final Charge
Single Family Dwelling	\$8,072.20/4,500sf	\$1.79/sf	\$8,072.20
Maximum ADU Charge	1,200sf*	\$1.79/sf	\$2,148.00

* Maximum ADU size

Under this streamlined approach, an applicant would be required to complete a newly-created "Accessory Dwelling Unit Review of Capacity Charge Form," a copy of which is attached hereto. The form would be submitted for staff review, and then staff would make a capacity charge adjustment for the ADU as appropriate and process the capacity charge payment.

There currently are no provisions in Ordinance No. 35.22 that address retroactive application of the adjustment process for applicants that have paid the ADU capacity charge without going through the "Review of Capacity Charge" process. However, the District could consider implementing such a process.

This staff report is presented to the Board as an update and for questions and comment, as well as any direction from the Board on future implementation. Staff would like any feedback the Board may have on the proposed changes for charging ADU's as well as if any accommodations should be considered for those who have already paid for an ADU since the law went into effect in 2017.

PRE/SEG/RA;dl

Attachments: ADU Review of Capacity Charge Form



ACCESSORY DWELLING UNIT REVIEW OF CAPACITY CHARGE FORM

5072 Benson Road
Union City, CA 94587
(510) 477-7500
Fax: (510) 477-7501

(Pursuant to Ordinance 35.22, Article IV, Section 3)

PRIMARY INFORMATION

Parcel Street Address _____ APN _____
ADU Street Address _____ City _____ Zip _____
Owner Name _____ Phone _____
Owner Mailing Address _____ City _____ State _____
Owner Email _____ Zip _____
Contact Name _____ Phone _____
Contact Company _____ Lic.# _____
Contact Mailing Address _____ City _____ State _____
Contact Email _____ Zip _____
City Building Permit No. _____ Date Issued _____

ACCESSORY DWELLING UNIT INFORMATION

ADU Floor Area (SF): _____ ☐ Detached ☐ Attached

Detailed Description of Project _____

SUBMITTAL REQUIREMENT: Site Plan showing existing structures, ADU, existing and new sanitary sewer piping ☐

NOTE: If the ADU requires sanitary sewer work outside of the main structure, a Sewer Lateral Permit is required to connect the sewer.

SEWER CAPACITY CHARGE DETERMINATION (USD to complete)	
<input type="checkbox"/>	Adjustment approved; capacity charge to be based on per square-foot rate determined from Single-Family Dwelling Unit Capacity Charge: o FY2019 = \$8,072.20/4,500 SF = \$1.7938/SF x ADU Floor Area _____ SF = \$ _____ o FY2020 = \$8,897.71/4,500 SF = \$1.9773/SF x ADU Floor Area _____ SF = \$ _____
<input type="checkbox"/>	Adjustment denied: _____
<input type="checkbox"/>	Other: _____
By: _____ Date: _____	

I hereby accept the adjustment described above and agree to pay the noted charge. I hereby waive and release the Union Sanitary District and its officers, agents and employees from any and all claims, actions, causes of action or demands arising out of the calculation of the capacity charge as noted above.

Owner: (Signature) _____ Date: _____

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 8, 2019

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Michelle Powell, Communications and Intergovernmental Relations Coordinator

SUBJECT: Agenda Item No. 17 - Meeting of January 14, 2019
Information Item: **LEGISLATIVE UPDATE ON STATE AND NATIONAL ISSUES OF INTEREST TO THE BOARD**

Recommendation

Information only

Background

The Board was last updated on state and national issues at its June 11, 2018 meeting. A report on regional issues was presented at the December 10, 2018 Board meeting. This report covers state and national issues. If there are is any additional information or a different format desired by the Board, staff will incorporate feedback into future reports.

Following are summaries of information staff believes would be most significant to the Board. Attached is a comprehensive list of state legislation tracked in 2018 by an industry association. This document and its attached list contain the most updated information available as of the publishing date of this staff report.

Recent Judicial and Regional Policy Activity:

U.S. Supreme Court decision re: Janus v. AFSCME (American Federation of State, County & Municipal Employees)

On June 27, 2018, the U.S. Supreme Court ruled that the First Amendment rights of non-union workers are violated when the state compels them to pay union fees against their will. Workers could already opt-out of paying for expressly political union activities, but for the past 40 years, all workers had been compelled to pay agency fees to cover collective bargaining.

In the wake of this landmark decision, Governor Brown signed SB 866 into law on the same day, effective immediately. SB 866 made several changes to the union dues deduction process, including:

- Employers must allow for payroll deductions for union dues
- Any request to begin dues deductions or cancel dues deductions must be made to the union, and not the employer
- The union is responsible for letting the employer know the amount of dues deductions for employees
- The employer must accept the information provided by the union on dues deductions for employees
- If a union states it has written authorization for begin deductions, it is not required to provide the employer a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization
- The union must indemnify the employer for any claims made by employees as a result of the payroll deductions
- If an employer “chooses to disseminate mass communications to public employees or applicants to be public employees concerning public employees’ rights to join or support an employee organization, or to refrain from joining or supporting an employee organization, it shall meet and confer with the exclusive representative concerning the content of the mass communication”
- If the parties cannot reach agreement and the employer decides to go ahead with its proposed mass communication, it must also distribute a communication of reasonable length provided by the union.

Committee to House the Bay Area

The Committee to House the Bay Area was convened by the Metropolitan Transportation Commission (MTC) following the release of the draft [Plan Bay Area 2040](#), the region’s long-range transportation and land use plan. The plan projects the region will see 2.4 million more people, 820,000 new households and 1.3 million new jobs by the year 2040.

The panel’s Steering Committee, comprised of varied stakeholders including elected officials, tech executives, developers, and tenant advocates, developed a 10-point compact calling for the building of 35,000 new homes annually, a regional rent cap, new property taxes, laws

against arbitrary evictions and loose zoning near transit centers, among other proposals. The committee also wants to create an agency with taxing authority to guide the policies. The committee's recommendations, while advisory only, are intended to serve as a blueprint for state and local legislators.

At the December 19, 2018 meeting of the MTC, residents and leaders of several Bay Area cities expressed frustration at being left out of the compact development activities. After several hours of comments were heard, the commission voted to authorize MTC Chairman Jake Mackenzie to sign the plan.

State Legislation – Results of 2017-2018 Session:

SB 831	Wieckowski (D) Land Use: accessory dwelling units Position: CASA – Neutral as amended; CSDA – Neutral Status: DEAD
<p>Summary: This bill would place additional restrictions on the conditions that local governments may impose on accessory dwelling units (ADUs), including limiting the ability to charge developer fees, prohibiting the imposition of owner occupancy requirements, and reducing the timeframe for ministerial approval of ADU permits.</p> <p>Would require the ordinance for the creation of accessory dwelling units to designate areas where accessory dwelling units may be excluded for health and safety purposes, as specified. The bill would revise the standards for the local ordinance to, among other things, delete the authority to include lot coverage standards, include a prohibition on considering the square footage of a proposed accessory dwelling unit when calculating an allowable floor-to-area ratio or lot coverage ratio for the lot.</p>	
SB 1263	Portantino (D) Ocean Protection Council: Statewide Microplastics Strategy Position: CASA – Sponsored; important to support Status: Chaptered into Law 9/20/18
<p>Summary: Would require the Ocean Protection Council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy.</p>	

SB 1215	Hertzberg (D) Provision of sewer service: disadvantaged communities Position: CASA – Work with author; CSDA - Concerns Status: Chaptered into Law 9/30/18
Summary: This bill authorizes Regional Water Quality Control Boards to order the provision of sewer service by a special district, city, or county to a disadvantaged community, as defined, under specified circumstances. By authorizing regional boards to require a special district, city, or county to provide sewer service, this bill imposes a state-mandated local program. Provision of sewer service includes collection or treatment of sewage.	
AB 1912	Rodriguez (D) Public employees' retirement: joint powers agreements: liability Position: CASA – Watch; CSDA – Oppose 2 (significant impact on special districts) Status: Chaptered into law 9/29/2018
Summary: The Joint Exercise of Powers Act generally authorizes two or more public agencies, by agreement, to jointly exercise any common power. Under the act, if an agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency are the debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. The act also authorizes a party to a joint powers agreement to separately contract for, or assume responsibilities for, specific debts, liabilities, or obligations of the agency. This bill would eliminate that authorization and would specify that if an agency established by a joint powers agreement participates in, or contracts with, a public retirement system, member agencies, both current and former to the agreement, would be required to mutually agree as to the apportionment of the agency's retirement obligations among themselves, provided that the agreement equals the total retirement liability of the agency.	
AB 2890	Ting (D) Land Use: accessory dwelling units DEAD
Summary: Revises, recasts, and expands the law governing accessory dwelling units and junior accessory dwelling units. This bill would prohibit the imposition of lot coverage standards or requirements on minimum lot size, lot coverage, or floor area ratio, and would prohibit an ordinance from establishing size requirement for accessory dwelling units that do not permit at least an 800 square foot unit of at least 16 feet in height to be constructed.	
SB 1440	Hueso (D) Energy: biomethane: biomethane procurement program

	Position: CASA – Support concept Status: Chaptered into Law 9/23/2018
Summary: Current law defines biomass conversion for the purposes of the California Integrated Waste Management Act of 1989, which requires each city, county, and regional agency, if any, to develop a source reduction and recycling element of an integrated waste management plan. This bill would revise the definitions of biogas and biomass conversion for these purposes.	
SB 966	Wiener (D) Onsite treated nonpotable water systems Position: CASA – Neutral, as amended; CSDA - Watch Status: Chaptered into Law 9/28/2018
Summary: Would, on or before December 1, 2022, require the State Water Resources Control Board, in consultation with the California Building Standards Commission, to adopt regulations for risk-based water quality standards for the onsite treatment and reuse of nonpotable water, as provided. The bill would authorize the state board to contract with public or private entities regarding the content of the standards and would exempt those contracts from, among other provisions, review and approval of the Department of General Services.	
SCA 4	Hertzberg (D) Water Conservation Position: DEAD
Summary: The California Constitution requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that the waste or unreasonable use or unreasonable method of use of water be prevented. This measure would declare the intent of the Legislature to amend the California Constitution to provide a program that would ensure that affordable water is available to all Californians and to ensure that water conservation is given a permanent role in California's future.	
AB 2613	Reyes (D) Failure to pay wages: penalties Position: CSDA – Oppose 3 Status: Ordered to inactive file at request of author 6/4/18 - DEAD
Summary: Current law provides for a civil penalty, in addition to, and entirely independent and apart from other penalties, on every person who fails to pay the wages of each employee, as specified, and requires the Labor Commissioner to recover that penalty. Current law requires that a specified percentage of the penalty recovered under that provision be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws and that the remainder be paid into the State Treasury to the credit of the General Fund.	

This bill would repeal those provisions and instead make an employer or other person acting on behalf of an employer, as described, who fails to pay specified wages of each employee subject to a penalty of \$200, payable to each affected employee, per pay period where the wages due are not paid on time, as specified. The bill would provide that the additional penalty does not apply to the failure to pay the final wages of an employee who is discharged or quits.

AB 2379	Bloom (D) Waste management: plastic microfiber Position: CASA – Support, if amended Status: Ordered to inactive file at request of author 6/4/18 - DEAD
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Summary: Would require that new clothing made from fabric that is composed of more than 50% synthetic material bear a conspicuous label that is visible to the consumer at the point of sale, in the form of a sticker, hang tag, or any other label type, with specified information, including a statement that the garment sheds plastic microfibers when washed. The bill would require new clothing with that material composition, if a care label is required pursuant to federal law, to include additional information on the care label, including that same statement.

State Legislature 2019-2020 Session: Recently Introduced Legislation

AB 68	Ting (D) Land Use: Accessory Dwelling Units
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Summary: This bill contains language that maintains fee authority for detached ADU's, expands the number of ADU's allowed per lot, prohibits an ordinance from imposing requirements on minimum lot size, lot coverage, or floor area ratio, and would prohibit an ordinance from establishing size requirements for accessory dwelling units that do not permit at least an 800 square foot unit at least 16 feet in height to be constructed. The bill narrows setback requirements, limits parking standards, limits monitoring of local ordinance owner-occupancy requirements, and requires permits to be approved or denied within 60 days of submission.

AB 69	Ting (D) Land Use: Accessory Dwelling Units
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Summary: Existing law requires a local agency to submit its Accessory Dwelling Unit ordinance to the Department of Housing and Community Development within 60 days after adoption and authorizes the department to review and comment on the ordinance. This bill

would authorize the department to submit written findings to a local agency as to whether the local ordinance complies with state law, and to notify the Attorney General if the ordinance violates state law. The local agency could then amend the ordinance to comply or adopt a resolution explaining why the ordinance complies while addressing the department's findings.

This bill would also require the department to propose small home building standards governing accessory dwelling units and homes smaller than 800 square feet. The bill would require the small home building standards to be submitted to the California Building Standards Commission for adoption on or before January 1, 2021.

SB 13	Wieckowski (D) An Act relating to Land Use
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Summary: This is a "spot bill" containing very abbreviated language which will be expanded upon at a later date. The legislation will address "reduction of impact fees and other existing barriers for homeowners seeking to create accessory dwelling units for the purpose of creating additional residential housing within their neighborhoods."

AB 129	Bloom (D) Waste Management: Plastic Microfiber CASA: Work with Author
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Summary: This "spot bill" would declare the intent of the Legislature to, among other things, enact legislation to recognize the emerging threat that microfibers pose to the environment and water quality and would make related findings and declarations. Casa expects movement on this bill later in the year.

ACA 1	Aguiar-Curry (D) Local Government Financing: affordable housing and public infrastructure: voter approval
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Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, or city and county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of its voters. Currently, the passage threshold is at 2/3 of voters.

This amendment would also change the threshold for passage of general obligation bonds from 2/3 of voters to 55% for school districts, community college districts, or county offices of education, for construction, reconstruction, rehabilitation, or replacement of school facilities, including furnishing and equipping or acquisition or lease of real property for school facilities,

and for a city, county, or city and county to incur bonded indebtedness for the reasons described above.

Possible Future Legislation:

- The California Association of Sanitation Agencies (CASA) is considering sponsorship of legislation relating to non-flushable products in the 2019 Legislative Session. CASA's advocacy team will work stakeholders to develop specific bill language and policy goals. A framework developed for use as a guide includes concepts regarding flushability standards, labeling requirements, and enforcement actions.
- A Los Angeles law firm and a private firm that provides sales tax recovery services proposed statutory modifications during the 2018 legislative session to clarify that a tax exemption under Revenue and Taxation Code Section 6353 applies to chemicals used to treat water, whether drinking water, recycled water, wastewater, or otherwise: ..."This exemption includes chemicals and other agents used to treat water, recycled water, or wastewater, regardless of whether the chemicals and other agents become a component part thereof, and regardless of whether the treatment takes place before or after the delivery to consumers."

This language was not approved last year. The firm hopes to propose this language again during the new legislative session. CASA expects legislation regarding this to surface in February 2019 – while not a sponsor, CASA hopes to generate support for this exemption.

- In 2015, Senator Robert Hertzberg (D) introduced a bill which would have banned the discharge of treated wastewater to California coastal waters, including San Francisco Bay, declaring it a waste and unreasonable use of water. The bill maintained that the water should be recycled and further beneficially reused. The bill would have required at least 50 percent compliance by 2026 and 100 percent compliance by 2036. The bill was shelved by the author, who stated in a letter to supporters that he planned to reintroduce it at a later date. There may be interest in reviving the legislation during the 2019-2020 session.

Federal Legislation:

Staff continues to monitor legislative priorities, including infrastructure policy and financing and the extension of NPDES permit terms to up to ten years.

Results of Statewide Propositions June and November 2018 Ballots:

June 2018 Ballot Initiatives	
Description	Pass/Fail
Proposition 68 Parks, Environment, and Water Bond	Passed
This proposition gives the state permission to borrow \$4.1 billion to fund a variety of green and blue infrastructure projects—including drinking water improvements, habitat restoration projects, levee upgrades, and new parks in low-income neighborhoods.	
Proposition 69 Transportation Taxes and Fees Lockbox and Appropriations Limit Exemption Amendment	Passed
This measure exempts new diesel tax and car fee money from the state’s constitutional spending limit and requires lawmakers to spend the funds only on transportation projects.	
Proposition 70 Vote Required to Use Cap-and-Trade Revenue Amendment	Failed
This amendment would have required a one-time two-thirds vote in each chamber of the state legislature in 2024 or thereafter to pass a spending plan for revenue from the state's cap-and-trade program for greenhouse gases.	
Proposition 71 Effective Date of Ballot Measures Amendment	Passed
This proposition delays when new voter-approved laws take effect until at least five days after the Secretary of State has certified the election result.	
Proposition 72 Rainwater Capture Systems Excluded from Property Tax Assessments Amendment	Passed
As a way to encourage homeowners to add rainwater capture systems, this includes them in the list of home improvements that would not trigger a property tax reassessment.	

November 2018 Ballot Initiatives	
Description	Pass/Fail
Proposition 1	Passed

Housing Programs and Veterans' Loans Bond	
<p>\$4 billion bond to help veterans and low-income Californians get access to home loans and lower-cost housing, including:</p> <ul style="list-style-type: none"> • \$1.8 billion to build or renovate rental housing projects that would be required to reserve units for low-income households for 55 years. Local governments, non-profit organizations and private developers would be eligible to apply for low-interest loans designed to help pay for construction costs. • \$1 billion for home loan assistance for veterans. \$450 million for low-interest loans for low- and moderate-income families needing help to secure down payments to buy homes. • \$450 million to help build housing near public transportation. • \$300 million in loans and grants for farmworkers. 	
Proposition 2 There's No Place Like Home Act – Use Millionaires' Tax Revenue for Homelessness Preventions Housing Bonds Measure	Passed
<p>Approves \$2 billion to help avoid homelessness among people in need of mental health care. The money, a revenue bond, would come out of the "millionaire tax" approved by voters in 2004, which takes 1 percent from incomes of \$1 million and up and uses it for services and programs for the mentally ill. Because Prop. 2 diverts some of that money to house the mentally ill, rather than provide them with services or programs, it required voter approval.</p>	
Proposition 3 Water Infrastructure and Watershed Conservation Bond Initiative	Failed
<p>Prop. 3 authorizes the state to sell \$8.9 billion in bonds to pay for water recycling, conservation, storm water capture, groundwater storage and projects to improve fisheries and protect and restore key habitat. It would have funded restoration of the Los Angeles River, Lake Tahoe and wetlands in San Francisco Bay, along with some of the costs of repairing Oroville Dam. It would not have paid to construct new dams or build Gov. Jerry Brown's Delta tunnels project.</p>	
Proposition 4	Passed

The Children’s Hospital Bonds Initiative	
This initiative authorizes \$1.5 billion for renovations and expansions at several pediatric hospitals, including five connected to the University of California system – Davis, San Francisco, Los Angeles, Irvine and San Diego.	
Proposition 5 The Property Tax Transfer Initiative	Failed
Prop. 5 would allow home buyers age 55 and older (as well as those who are severely disabled) to keep their Prop. 13 tax rates no matter how much they’re paying for their new house, where that house is in the state, or how many times they move. As of now, Prop. 13 puts limits on all of those conditions, creating what is widely called the “moving penalty” for older buyers and sellers.	
Proposition 6 Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative	Failed
State legislators passed SB1 a year ago to finance road and freeway expansions and repairs. The tax adds more than 12 cents to the price of a gallon of gas and raises registration fees by an average of \$50 per vehicle. If approved, Prop. 6 would have ended the SB1 portion of the taxes paid at gas pumps. It could have ended many road projects already financed by SB1 and defund future projects. It would also have required a public vote on future tax increases. Defeat of Prop 6 keeps SB1 in place.	
Proposition 7 Conforms California Daylight Saving Time to Federal Law. Allows Legislature to change Daylight Saving Time Period	Passed
Allows California to use permanent Daylight Savings Time year-round if such a switch is ever allowed by federal law. The Legislature, with a two-thirds vote, could change daylight saving time if the change is allowed by the federal government. Absent any legislative change, California would maintain its current daylight-saving time period (early March to early November).	

Proposition 8 Limits on Dialysis Clinics/ Revenue and Required Refunds Initiative	Failed
<p>Would have required dialysis clinics to issue refunds on revenue exceeding more than 115 percent of the cost of caring for patients. Clinics also would have been forced to accept most patients, regardless of their insurer, and to report more information to state regulators.</p> <p>Supporters claimed that transparency and better oversight by state regulators would reduce fraud and over billing, which some say is rampant in the industry. Opponents claimed that it would force many dialysis clinics to close, leading to a potential health crisis for tens of thousands of Californians who currently need dialysis.</p>	
Proposition 9 Splitting California into three States Removed from ballot by order of the California Supreme Court	N/A
Proposition 10 Local Rent Control Initiative	Failed
<p>This initiative would have repealed the Costa-Hawkins Rental Housing Act of 1995, letting cities expand rent control and giving them more freedom to determine how those rules might work.</p> <p>A no vote would allow Costa-Hawkins – which limits the use of rent control in California – to stand. Costa-Hawkins prohibits cities from placing rent controls on housing built after Feb. 1, 1995, and on single-family homes and condominiums. It also ensures that landlords of rent-controlled properties can raise prices to market levels after a tenant moves out.</p> <p>Supporters believed if Prop. 10 passed, many cities in the state would impose new rent control rules or strengthen existing rules, helping to drive down rents. Opponents claimed that Prop. 10 would exacerbate some of the problems it intends to fix, and that housing would be in shorter supply if landlords and apartment developers don't have an economic incentive to bring properties to market.</p>	
Proposition 11 The Ambulance Employees Paid On-Call Breaks, Training, and Mental Health Services Initiative	Passed
<p>The initiative sets on-call rules for ambulance drivers during their shifts. Drivers will be required to be available to roll on calls during their breaks and be reachable by cell phones or other devices during their meals and rest periods. They also would be paid while on break, and they would not be required to take their break at the beginning or end of a shift.</p>	

The proposition was backed by American Medical Response, which has about 29,000 clinician/drivers and about 6,600 ambulances and provides medical transportation services about 4,000 cities and towns nationally.

Supporters said the law would bring ambulance driver break rules in line with similar rules for police, firefighters and other emergency service providers. Opponents suggested the proposal was actually aimed at helping American Medical Response dodge labor lawsuits currently pending against the company in California.

Proposition 12

The Farm Animal Confinement Initiative

Passed

The Farm Animal Confinement Initiative bans the sale of meat and eggs from animals confined in small pens and cages and sets specific minimum sizes.

A similar law, Prop. 2, which voters approved in 2008 and took effect in 2015, sets limits for pen sizes and cages, but those limits are based on animal behavior. Approval of Prop 12 means the specific size requirements would replace the requirements mandated in Prop. 2 starting in 2020.

Attachment: CASA 2018 State Bills as of October 1, 2018

All CASA Bill Positions 10/1/2018

- [AB 958](#) (Ting D) Product safety: perfluoroalkyl and polyfluoroalkyl substances.**
Current Text: Amended: 5/31/2018 [html](#) [pdf](#)
Last Amend: 5/31/2018
Status: 8/31/2018-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 8/21/2018)
Location: 8/31/2018-S. DEAD
Summary: Current law regulates the existence of, and disclosure of, specified chemicals and components in consumer products, including phthalates and bisphenol A. This bill would require a manufacturer of food packaging or cookware, as defined, that is sold in the state to visibly disclose on an exterior location of the food packaging or cookware packaging a specified statement relating to the presence of perfluoroalkyl and polyfluoroalkyl substances (PFAS).
- | Position | Subject |
|----------|---------|
| Watch | |
- [AB 1529](#) (Thurmond D) Drinking water: cross-connection or backflow prevention device inspectors: certification.**
Current Text: Vetoed: 9/19/2018 [html](#) [pdf](#)
Last Amend: 8/14/2018
Status: 9/19/2018-Vetoed by Governor.
Location: 9/19/2018-A. VETOED
Summary: Current law requires the State Water Resources Control Board, on or before January 1, 2020, to adopt standards for backflow protection and cross-connection control. This bill would require valid and current certifications for cross-connection inspection and testing or backflow prevention device inspection, testing, and maintenance that meet specified requirements for competency to be accepted certification tests either until the state board promulgates standards for certified backflow prevention device testers and cross-connection control specialists, or until January 1, 2020, whichever comes first.
- | Position | Subject |
|------------|---------|
| Disapprove | |
- [AB 1912](#) (Rodriguez D) Public employees' retirement: joint powers agreements: liability.**
Current Text: Chaptered: 9/29/2018 [html](#) [pdf](#)
Last Amend: 8/24/2018
Status: 9/29/2018-Signed by the Governor
Location: 9/29/2018-A. CHAPTERED
Summary: The Joint Exercise of Powers Act generally authorizes 2 or more public agencies, by agreement, to jointly exercise any common power. Under the act, if an agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency are the debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. This bill would specify that the parties to the joint powers agreement may not specify otherwise with respect to retirement liabilities of the agency if the agency contracts with a public retirement system, and would eliminate an authorization for a party to a joint powers agreement to separately contract or assume responsibilities for specific debts, liabilities, or obligations of the agency.
- | Position | Subject |
|----------|---------|
| Watch | |
- Notes 1:** 2018.07.13 Changed from Oppose Unless Amended to Watch at SLC
- [AB 2060](#) (Garcia, Eduardo D) Water: grants: advanced payments.**
Current Text: Vetoed: 9/28/2018 [html](#) [pdf](#)
Last Amend: 8/21/2018
Status: 9/28/2018-Vetoed by Governor.
Location: 9/28/2018-A. VETOED
Summary: Would require the State Water Resources Control Board, within 60 days of awarding a grant from the grant fund, to provide a project proponent that requests an advanced payment and satisfies certain criteria with the requested advanced payment, up to a maximum of \$500,000 or 50% of the grant award, whichever is less, for projects in which the project proponent is a nonprofit organization or a disadvantaged community, or the project benefits a disadvantaged community. The

bill would require the advanced funds to be handled as prescribed.

Position
Support

Subject

AB 2064 (Gloria D) Integrated regional water management plans: grants: advanced payment.

Current Text: Vetoed: 9/28/2018 [html](#) [pdf](#)

Last Amend: 6/27/2018

Status: 9/28/2018-Vetoed by Governor.

Location: 9/28/2018-A. VETOED

Summary: Current law, until January 1, 2025, requires a regional water management group, within 90 days of notice that a grant has been awarded, to provide the Department of Water Resources with a list of projects to be funded by the grant funds if the project proponent is a nonprofit organization or a disadvantaged community or the project benefits a disadvantaged community. Current law requires the department, within 60 days of receiving this project information, to provide advanced payment of 50% of the grant award for those projects that satisfy specified criteria. The bill, until January 1, 2025, would require the department to provide a project proponent that requests advanced payment and satisfies certain criteria with advanced payment for those projects of \$500,000 or 50% of the grant award, whichever is less.

Position
Support

Subject

AB 2179 (Gipson D) Municipal corporations: public utility service: water and sewer service.

Current Text: Chaptered: 9/28/2018 [html](#) [pdf](#)

Last Amend: 8/15/2018

Status: 9/28/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 863, Statutes of 2018.

Location: 9/28/2018-A. CHAPTERED

Summary: Current law authorizes a municipal corporation to sell or dispose of any public utility it owns. Current law requires that a resolution authorizing the sale of a public utility be passed by 2/3 of the members of the legislative body of the municipal corporation and be passed by a 2/3 vote of all voters voting at an election to authorize the sale in the ordinance calling the election. Current law establishes an alternative procedure whereby a municipal corporation can lease, sell, or transfer that portion of a water utility used for furnishing water service outside the boundaries of the municipal corporation. This bill would additionally authorize a municipal corporation to utilize the alternative procedures to lease, sell, or transfer that portion of a municipal utility used for furnishing sewer service outside the boundaries of the municipal corporation.

Position
Watch

Subject

AB 2339 (Gipson D) Water utility service: sale of water utility property by a city.

Current Text: Chaptered: 9/28/2018 [html](#) [pdf](#)

Last Amend: 8/15/2018

Status: 9/28/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 866, Statutes of 2018.

Location: 9/28/2018-A. CHAPTERED

Summary: Would authorize the City of El Monte, the City of Montebello, and the City of Willows, until January 1, 2022, to sell its public utility for furnishing water service for the purpose of consolidating its public water system with another public water system pursuant to the specified procedures, only if the potentially subsumed water system is wholly within the boundaries of the city, if the city determines that it is uneconomical and not in the public interest to own and operate the public utility, and if certain requirements are met. The bill would prohibit the city from selling the public utility for one year if 50% of interested persons, as defined, protest the sale.

Position
Watch

Subject

AB 2411 (McCarty D) Solid waste: use of compost: planning.

Current Text: Chaptered: 8/28/2018 [html](#) [pdf](#)

Last Amend: 6/12/2018

Status: 8/28/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 238, Statutes of 2018.

Location: 8/28/2018-A. CHAPTERED

Summary: Would require the Department of Resources Recycling and Recovery, on or before December 31, 2019, to develop and implement a plan to maximize the use of compost for slope stabilization and for establishing vegetation in the course of providing debris removal services following a wildfire. The bill would also require the Department of Resources Recycling and Recovery, in coordination with the

Department of Transportation, to identify best practices for each of the Department of Transportation's 12 districts regarding the cost-effective use of compost along roadways and to develop a plan to implement the identified best practices in each of the districts.

Position

Support/work
w/author

Subject

AB 2447 (Reyes D) California Environmental Quality Act: land use: environmental justice.

Current Text: Vetoed: 9/30/2018 [html](#) [pdf](#)

Last Amend: 8/24/2018

Status: 9/30/2018-Vetoed by the Governor

Location: 9/30/2018-A. VETOED

Summary: Would, except as provided, require a lead agency that is preparing an EIR or a negative declaration to provide certain notices required by CEQA to owners and occupants of property located within 1/2 mile of any parcel or parcels, and to any schools located within one mile of any parcel or parcels, on which is located a project involving an industrial or equivalent land use, as defined, within a disadvantaged community or within 1/2 mile of a disadvantaged community.

Position

Oppose, unless
amended

Subject

AB 2890 (Ting D) Land use: accessory dwelling units.

Current Text: Amended: 7/3/2018 [html](#) [pdf](#)

Last Amend: 7/3/2018

Status: 8/31/2018-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. RLS. on 8/16/2018)

Location: 8/31/2018-S. DEAD

Summary: The Planning and Zoning Law authorizes a local agency to provide by ordinance for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth standards the ordinance is required to impose, including, among others, maximum unit size, parking, lot coverage, and height standards. Current law prohibits the ordinance from establishing size requirements for accessory dwelling units that do not permit at least an efficiency unit to be constructed. This bill would prohibit the imposition of lot coverage standards or requirements on minimum lot size, lot coverage, or floor area ratio, and would prohibit an ordinance from establishing size requirements for accessory dwelling units that do not permit at least an 800 square foot unit of at least 16 feet in height to be constructed.

Position

Neutral, As
Amended

Subject

SB 212 (Jackson D) Solid waste: pharmaceutical and sharps waste stewardship.

Current Text: Chaptered: 10/1/2018 [html](#) [pdf](#)

Last Amend: 8/27/2018

Status: 10/1/2018-Signed by the Governor

Location: 10/1/2018-S. CHAPTERED

Summary: Would establish a stewardship program, under which a manufacturer or distributor of covered drugs or sharps, or other entity defined to be covered by the bill, would be required to establish and implement, either on its own or as part of a group of covered entities through membership in a stewardship organization, a stewardship program for covered drugs or for sharps, as applicable. The bill would impose various requirements on a covered entity or stewardship organization that operates a stewardship program, including submitting a proposed stewardship plan, an initial stewardship program budget, an annual budget, annual report, and other specified information to CalRecycle.

Position

Support

Subject

SB 929 (McGuire D) Special districts: Internet Web sites.

Current Text: Chaptered: 9/15/2018 [html](#) [pdf](#)

Last Amend: 8/16/2018

Status: 9/14/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 408, Statutes of 2018.

Location: 9/14/2018-S. CHAPTERED

Summary: The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Internet Web site, as specified. This bill would, beginning on

January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program.

Position

Support

Subject

SB 966 (Wiener D) Onsite treated nonpotable water systems.

Current Text: Chaptered: 9/28/2018 [html](#) [pdf](#)

Last Amend: 8/23/2018

Status: 9/28/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 890, Statutes of 2018.

Location: 9/28/2018-S. CHAPTERED

Summary: Would, on or before December 1, 2022, require the State Water Resources Control Board, in consultation with the California Building Standards Commission and the Department of Housing and Community Development, to adopt regulations for risk-based water quality standards for the onsite treatment and reuse of nonpotable water, as provided. The bill would authorize the state board to contract with public or private entities regarding the content of the standards.

Position

Neutral, As
Amended

Subject

SB 998 (Dodd D) Discontinuation of residential water service: urban and community water systems.

Current Text: Chaptered: 9/28/2018 [html](#) [pdf](#)

Last Amend: 8/6/2018

Status: 9/28/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 891, Statutes of 2018.

Location: 9/28/2018-S. CHAPTERED

Summary: Would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request.

Position

Watch

Subject

SB 1215 (Hertzberg D) Provision of sewer service: disadvantaged communities.

Current Text: Chaptered: 9/30/2018 [html](#) [pdf](#)

Last Amend: 8/24/2018

Status: 9/30/2018-Signed by the Governor

Location: 9/30/2018-S. CHAPTERED

Summary: The Porter-Cologne Water Quality Control Act requires each California regional water quality control board to adopt water quality control plans and to establish water quality objectives in those plans, considering certain factors, to ensure the reasonable protection of beneficial uses and the prevention of nuisance. This bill would, except as provided, authorize the regional board to order the provision of sewer service by a special district, city, or county to a disadvantaged community, as defined, under specified circumstances. By authorizing the regional board to require a special district, city, or county to provide sewer service, this bill would impose a state-mandated local program.

Position

Oppose, unless
amended

Subject

SB 1263 (Portantino D) Ocean Protection Council: Statewide Microplastics Strategy.

Current Text: Chaptered: 9/20/2018 [html](#) [pdf](#)

Last Amend: 6/28/2018

Status: 9/20/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 609, Statutes of 2018.

Location: 9/20/2018-S. CHAPTERED

Summary: Would require the Ocean Protection Council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy.

Position

Subject

SB 1301	(Beall D) State permitting: environment: processing procedures: dam safety or flood risk reduction project. Current Text: Vetoes: 9/28/2018 html pdf Last Amend: 8/6/2018 Status: 9/28/2018-Vetoes by the Governor. In Senate. Consideration of Governor's veto pending. Location: 9/28/2018-S. VETOED Summary: Would require the Office of Planning and Research to develop a joint multiagency preapplication for supplemental consultation and a model fee-for-service agreement, in consultation with a state agency with the power to issue a permit that would authorize a dam safety project or authorize a flood risk reduction project and any interested potential project applicants. The bill would authorize a project applicant to complete a joint multiagency preapplication and submit the preapplication to each state agency named in the preapplication at any time.				
	<table><tr><th>Position</th><th>Subject</th></tr><tr><td>Watch</td><td></td></tr></table>	Position	Subject	Watch	
Position	Subject				
Watch					
SB 1422	(Portantino D) California Safe Drinking Water Act: microplastics. Current Text: Chaptered: 9/28/2018 html pdf Last Amend: 8/23/2018 Status: 9/28/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 902, Statutes of 2018. Location: 9/28/2018-S. CHAPTERED Summary: Would require the State Water Resources Control Board, on or before July 1, 2020, to adopt a definition of microplastics in drinking water, and on or before July 1, 2021, to adopt a standard methodology to be used in the testing of drinking water for microplastics and requirements for 4 years of testing and reporting of microplastics in drinking water, including public disclosure of those results.				
	<table><tr><th>Position</th><th>Subject</th></tr><tr><td>Watch, work w/author</td><td></td></tr></table>	Position	Subject	Watch, work w/author	
Position	Subject				
Watch, work w/author					

Climate Change/Energy Workgroup

AB 1933	(Maienschein R) Greenhouse Gas Reduction Fund: recycling infrastructure projects. Current Text: Chaptered: 9/27/2018 html pdf Last Amend: 6/25/2018 Status: 9/27/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 808, Statutes of 2018. Location: 9/27/2018-A. CHAPTERED Summary: Current law requires the Department of Resources Recycling and Recovery, with additional moneys from the Greenhouse Gas Reduction Fund that may be appropriated to the department, to administer a grant program to provide financial assistance, in the form of grants, incentive payments, contracts, or other funding mechanisms, to reduce emissions of greenhouse gases by promoting the in-state development of infrastructure, food waste prevention, or other projects to reduce organic waste or to process organic and other recyclable materials into new value-added products. Current law specifies eligible uses that qualify for in-state infrastructure projects or other projects that reduce emissions of greenhouse gases as part of these funding mechanisms. This bill would additionally specify as an eligible use for in-state infrastructure projects or other projects that reduce emissions of greenhouse gases activities that expand and improve waste diversion and recycling, including the recovery of food for human consumption and food waste prevention.				
	<table><tr><th>Position</th><th>Subject</th></tr><tr><td>Support</td><td>Climate Change/Energy Workgroup</td></tr></table>	Position	Subject	Support	Climate Change/Energy Workgroup
Position	Subject				
Support	Climate Change/Energy Workgroup				
AB 1981	(Limón D) Organic waste: composting. Current Text: Chaptered: 9/21/2018 html pdf Last Amend: 8/21/2018 Status: 9/21/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 633, Statutes of 2018. Location: 9/21/2018-A. CHAPTERED Summary: Current law requires, until January 1, 2021, the California Environmental Protection Agency,				

in coordination with the Department of Resources Recycling and Recovery, the State Water Resources Control Board, the State Air Resources Board, and the Department of Food and Agriculture, to develop and implement policies to aid in diverting organic waste from landfills by promoting the composting of specified organic waste and by promoting the appropriate use of that compost throughout the state. This bill would revise and recast this and related provisions, including, among other changes, imposing additional duties on those state agencies relating to promoting the application of compost and additionally including the Department of Forestry and Fire Protection in the state agencies in coordination with which the California Environmental Protection Agency is required to develop and implement the above-specified policies.

Position
Work w/author

Subject
Climate
Change/Energy
Workgroup

AB 3187 (Grayson D) Biomethane: gas corporations: rates: interconnection.

Current Text: Chaptered: 9/20/2018 [html](#) [pdf](#)

Last Amend: 8/21/2018

Status: 9/20/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 598, Statutes of 2018.

Location: 9/20/2018-A. CHAPTERED

Summary: Current law requires the Public Utilities Commission, before exhaustion of the funds available pursuant to the biomethane monetary incentive program, and before the expiration of the program, to consider options to promote the in-state production and distribution of biomethane. With respect to the requirement that the commission consider options to promote the in-state production and distribution of biomethane, including consideration of recovery in rates of the costs of investments for the 3 purposes as specified, the bill would additionally require the commission to open a proceeding to consider those options by no later than July 1, 2019.

Position
Support
Concept/Work
w/Author

Subject
Climate
Change/Energy
Workgroup

SB 100 (De León D) California Renewables Portfolio Standard Program: emissions of greenhouse gases.

Current Text: Chaptered: 9/10/2018 [html](#) [pdf](#)

Last Amend: 8/20/2018

Status: 9/10/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 312, Statutes of 2018.

Location: 9/10/2018-S. CHAPTERED

Summary: The Legislature has found and declared that its intent in implementing the California Renewables Portfolio Standard Program is to attain, among other targets for sale of eligible renewable resources, the target of 50% of total retail sales of electricity by December 31, 2030. This bill would revise the above-described legislative findings and declarations to state that the goal of the program is to achieve that 50% renewable resources target by December 31, 2026, and to achieve a 60% target by December 31, 2030.

Position
Watch

Subject
Climate
Change/Energy
Workgroup

SB 1131 (Hertzberg D) Electrical and gas corporations: energy efficiency: financing options: industrial and agricultural processes: custom projects.

Current Text: Chaptered: 9/19/2018 [html](#) [pdf](#)

Last Amend: 8/24/2018

Status: 9/19/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 562, Statutes of 2018.

Location: 9/19/2018-S. CHAPTERED

Summary: Current law requires the PUC to authorize electrical corporations and gas corporations to count all energy savings achieved through the authorized programs, unless determined otherwise, toward overall energy efficiency goals or targets established by the PUC and authorizes the PUC to adjust the energy efficiency goals or targets of electrical corporations and gas corporations to reflect the estimated change in energy savings resulting from those programs. This bill would delete the language explicitly authorizing recovery in rates for the costs of those programs. Commencing July 1, 2019, this bill would require the PUC to authorize electrical corporations and gas corporations to provide incentives, rebates, technical assistance, and support to their customers to increase energy efficiency, pursuant to separate procedures applicable only to custom projects and other custom programs for industrial, agricultural, commercial, residential, and public sector customers.

Position
Seek Info

Subject
Climate
Change/Energy
Workgroup

SB 1440 (Hueso D) Energy: biomethane: biomethane procurement.

Current Text: Chaptered: 9/23/2018 [html](#) [pdf](#)

Last Amend: 8/20/2018

Status: 9/23/2018-Approved by the Governor. Chaptered by Secretary of State. Chapter 739, Statutes of 2018.

Location: 9/23/2018-S. CHAPTERED

Summary: Would require the Public Utilities Commission, in consultation with the State Air Resources Board, to consider adopting specific biomethane procurement targets or goals for each gas corporation, as specified. The bill would require the PUC, if the PUC adopts those targets or goals, to take certain actions in regards to the development of the targets or goals and the procurement of the biomethane to meet those targets or goals.

Position
Support

Subject
Climate
Change/Energy
Workgroup

Local Government

AB 2249 (Cooley D) Public contracts: local agencies: alternative procedure.

Current Text: Chaptered: 8/20/2018 [html](#) [pdf](#)

Last Amend: 6/4/2018

Status: 8/20/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 169, Statutes of 2018.

Location: 8/20/2018-A. CHAPTERED

Summary: The Uniform Public Construction Cost Accounting Act permits the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of \$175,000, to award the contract at \$187,500 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable. This bill would instead authorize public projects of \$60,000 or less to be performed by the employees of a public agency, authorize public projects of \$200,000 or less to be let to contract by informal procedures, and require public projects of more than \$200,000 to be let to contract by formal bidding procedures.

Position
Support

Subject
Local
Government

AB 2822 (Obernolte R) California State Auditor: high-risk local government agency audit program.

Current Text: Chaptered: 9/18/2018 [html](#) [pdf](#)

Last Amend: 8/22/2018

Status: 9/18/2018-Approved by the Governor. Chaptered by Secretary of State - Chapter 498, Statutes of 2018.

Location: 9/18/2018-A. CHAPTERED

Summary: Current law authorizes the state auditor to establish a high-risk local government agency audit program for the purpose of identifying, auditing, and issuing reports on any local government agency that he or she identifies as at high risk for fraud or waste, among other things. Current law authorizes the auditor to consult with the Controller, Attorney General, and other state agencies that have oversight responsibilities over any local government agency to identify local governments that are at high risk. This bill would additionally authorize the California State Auditor to review publicly available information to identify local governments that are at high risk.

Position
Watch

Subject
Local
Government

SB 1077 (Wilk R) Construction contracts: wrap-up insurance and indemnification.

Current Text: Amended: 8/24/2018 [html](#) [pdf](#)

Last Amend: 8/24/2018

Status: 8/31/2018-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. INACTIVE FILE on 8/28/2018)

Location: 8/31/2018-A. DEAD

Summary: Current law regulates the use of wrap-up insurance or other consolidated insurance

programs in connection with specified construction projects. Current law distinguishes, in this regard, between residential construction projects, private residential works of improvement, as specified, and public works and other projects that are not residential, as specified. This bill would recast the wrap-up insurance or other consolidated insurance program requirements for public and other works of improvement that are not residential construction, entered into or amended on and after January 1, 2019, to track generally the requirements that apply to residential projects.

Position

Refer to Attys'
Committee

Subject

Local
Government

Spot Bills

AB 2538 (Rubio D) Municipal separate storm sewer systems: financial capability analysis.

Current Text: Vetoed: 9/28/2018 [html](#) [pdf](#)

Last Amend: 8/24/2018

Status: 9/28/2018-Vetoed by Governor.

Location: 9/28/2018-A. VETOED

Summary: Would require the State Water Resources Control Board, by July 1, 2019, to establish financial capability assessment guidelines for municipal separate storm sewer system permittees that are adequate and consistent when considering the costs to local jurisdictions.

Position

Approve

Subject

Spot Bills

Total Measures: 28

Total Tracking Forms: 28

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

DATE: January 3, 2019

MEMO TO: Board of Directors - Union Sanitary District

FROM: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

SUBJECT: Agenda Item No. 18 - Meeting of January 14, 2019
Information Item: **Debriefing of the Centennial Open House Held May 19, 2018**

Recommendation

Information only.

Background

Following the successful 2015 Open House, the District Board requested staff prepare for and host another event in celebration of 100 years of operation in the Tri-Cities. An internal task force, comprised of representatives from all work groups, began meeting in January of 2017 to plan the event. The task force incorporated feedback and lessons learned from the 2015 Open House and facilitated the development of displays and activities for all 14 teams.

Outcome

Significant changes were made to the overall layout and staffing plan for the Centennial Open House. Collections staff leveled and graveled the dirt lot inside the Plant to create additional parking that allowed the main parking lot to be used exclusively for displays and activities. This created an open layout which enabled participants to easily explore all the event had to offer. As an added benefit, the gravel lot will be used as a lay-down area for future Plant projects.

Moving visitor parking inside the Plant allowed for a one-way traffic plan that had vehicles enter through the Benson gate and exit through the Veasey gate which created a safer walking path for pedestrians. Staff created clearer signage for the Centennial Open House including

clear directional signs from Union City Boulevard to our facility and a display area map was distributed to attendees.

Staffing for the 2015 Open House was insufficient; most employees worked more hours than planned and many went without breaks due to the large crowds. For these reasons it was decided the Centennial Open House would be a required work day for all staff. Coaches ensured their team members were scheduled for regular breaks throughout the day, and staff were able to spend more quality time with customers during the event.

The Board of Directors booth was a welcome addition to the Centennial celebration. The booth provided Directors with an opportunity to engage with their constituents during the event. Directors were scheduled for different shifts at the booth where they distributed plunger pens and informational materials to attendees.

The Plant Tour was so popular during the 2015 Open House that 265 people who were unable to participate in the Tour during the event signed-up for a Plant Tour at a later date. In order to accommodate more participants, Plant staff developed a self-guided walking tour with Plant Operators and informational posters positioned strategically throughout the facility. This allowed 611 people to participate in the Centennial Open House Plant Tour, nearly all of the estimated 750 who attended the event.

Below is a summary of the total costs of the event broken down between direct expenses and labor:

Miscellaneous Expenses (includes food, posters, and rental equipment)	\$18,463
Advertising Expenses (includes East Bay Times and Tri-City Voice)	\$6,300
Preparation for the Event (labor)	\$48,262
Labor on day of Event	\$35,898
Total	\$108,923

The numbers in the table above do not account for substantial time spent by management and others. For purposes of comparison, the total amount spent on the 2015 Open House was \$72,638.

Invitations to the Centennial Open House were sent to the following Elected Officials, many of whom attended the event:

- California State Senators
- U.S. Representatives
- Assembly Members
- Alameda County Board of Supervisors
- Alameda County Water District Board Members

- Chabot College Board Members
- Ohlone College Board Members
- Fremont City Council
- Newark City Council
- Union City Council
- Fremont School Board
- Newark School Board
- New Haven Unified School Board

Outreach materials were published in the East Bay Times and Tri-City Voice leading up to the event. Promotional flyers were distributed to local school districts and various community groups.

Event attendees were complimentary of the displays and activities provided as well as staff's depth of knowledge in their respective work areas. Many visitors were surprised at the complexity of Plant operations and the variety of services provided by the District. The Centennial Open House was a successful and enjoyable celebration for all involved.



Summary of the EBDA Commission Meeting

Thursday, December 20, 2018, at 9:30 a.m.

Prepared by: P. Eldredge

- Commissioners Johnson, Cutter, Handley, Becker, and Peixoto were present.
- The Consent Calendar was approved unanimously and included the Commission Meeting Minutes, List of Disbursements, and Treasurer's Report.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, Regulatory Affairs, and Operations & Maintenance committees. The following items were discussed:
- **General Managers Report** - The General Manager welcomed Al Mendall (City of Hayward) and Dan Walters (Oro Loma Sanitary District) to the EBDA Commission. The GM reported that EBDA recently joined BayCAN a climate adaptation network for local governments to discuss the implications of climate change. The GM also participated in an advisory committee that will address policy options regarding microplastics in the Bay.
- **Manager's Advisory Committee** met with the General Manager on December 19, 2018. The MAC discussed disaster cost recovery should EBDA be impacted by an emergency. Staff is preparing a request for proposals to retain a consultant who will assist EBDA in developing a disaster cost recovery plan, and the scope will include training for Member Agency staff. The MAC also continued the JPA renewal discussion.
- **Ad Hoc Committee** met with the GM on December 17, 2018. The Ad Hoc was updated on the JPA renewal negotiations and discussed the next steps. A Commission workshop to discuss the JPA will be held on January 18, 2019 at the Union Sanitary District.
- **Financial Management Committee** met with the General Manager on December 19, 2018. The Committee reviewed the list of disbursements and Treasurer's report. Staff advised the Committee that staff will thoroughly review the Authority's Finance Policy in the coming months and will bring policy decisions to the Committee for direction.
- **Regulatory Affairs Committee** met with the General Manager on December 18, 2018. The GM provided an update on the Nutrients Watershed Permit. The current permit will not include limits on nutrients but there will be targets for the 2024 permit. In regards to early action, those agencies that are already taking steps to reduce nutrients will not be asked to further reduce until all agencies have reduced and the scientific research concludes that further reduction is required. A draft regional permit is expected in January 2019. The Committee also discussed the State Water Board's proposed policy changes on toxicity. Historical data shows EBDA's excellent permit

compliance will likely continue under the new provisions. Lastly, the Committee reviewed Baykeeper's Sanitary Sewer Overflow (SSO) summaries for 2018.

- **Operations and Maintenance (O&M) Committee** - The Operations and Maintenance Manager met with the O&M Committee on December 17, 2018. The O&M Manager provided an update on AEPS projects including the Pump Cavitation Study and Pump No. 2 Rebuild. The O&M Manager has requested a quote from Underwater Resources Inc. to inspect the 96-inch section of the transport pipe. The HEPS MCC project is on hold pending approval from PG&E. The GM advised that the installation of a temporary East Bay radar for the Advanced Quantitative Precipitation Information (AQPI) Project has been put on hold and a meeting will take place in January to discuss next steps.

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169903	1/3/2019		20181203.1	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065219110 - PRIMARY CLARIFIER		
						\$589,782.72	\$589,782.72
169677	12/6/2018	143	1454567	THATCHER CO OF CALIFORNIA INC	TEMPORARY CALCIUM NITRATE CHEMICAL FEED SYSTEM		
						\$112,482.78	\$112,482.78
169704	12/13/2018	143	10836	DW NICHOLSON CORP	HYPO TANKS AND PIPING REPLACEMENT		
						\$111,316.60	\$111,316.60
169859	1/3/2019	143	11332067	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7		
						\$94,892.27	\$94,892.27
169755	12/20/2018	143	506.4	CRATUS INC	FORCE MAIN CORROSION REPAIRS - PHASE 2		
						\$86,117.49	\$86,117.49
169861	1/3/2019		173035	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$82,696.60	\$82,696.60
169802	12/20/2018	143	2700CP02	NORCAL PIPELINE SERVICES	CAST IRON PIPE LINING PHASE VII		
						\$77,673.19	\$77,673.19
169843	12/27/2018		20181227	KEECH PROPERTIES LLC	USAC PERMIT 2017-00414S - EMERGENCY OUTFALL OUTLET IMPRC		
						\$70,000.00	\$70,000.00
169888	1/3/2019	170	104450	MUNIQUEP, LLC	MIX PUMP 1 & 4 REGULABLE LINER RETROFIT		
						\$67,360.08	\$67,360.08
169805	12/20/2018	110	892820181206	PACIFIC GAS AND ELECTRIC	SERV TO 11/30/18 HAYWARD MARSH		
						\$59.14	\$58,005.20
	12/20/2018	170	380420181201		SERV TO 11/30/18 CHERRY ST PS		
						\$216.02	
	12/20/2018	170	096020181201		SERV TO 11/30/18 CATHODIC PROJECT		
						\$49.27	
	12/20/2018	170	666720181206		SERV TO 11/30/18 PASEO PADRE PS		
						\$363.38	
	12/20/2018	170	013720181211		SERV TO 12/04/18 BOYCE RD PS		
						\$2,673.73	
	12/20/2018	170	140120181205		SERV TO 12/03/18 IRVINGTON PS		
						\$27.46	
	12/20/2018	170	898220181206		SERV TO 11/30/18 FREMONT PS		
						\$212.37	
	12/20/2018	110	170120181206		SERV TO 11/19/2018 PLANT		
						\$54,403.83	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169717	12/13/2018	171	21934	PROMINENT SYSTEMS INC	GAS SKID MEDIA CHANGE OUT		
						\$57,723.00	\$57,723.00
169664	12/6/2018	110	1299767	POLYDYNE INC	44,840 LBS CLARIFLOC C-6267		
						\$49,765.67	\$49,765.67
169696	12/13/2018	143	11330790	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
	12/13/2018	143	11330781		STANDBY POWER SYSTEM UPGRADE	\$21,697.91	\$45,269.45
						\$23,571.54	
169822	12/20/2018		143095	SWRCB - STATE WATER RESOURCES	FY19 ANNUAL WDR FEES - ALVARADO WWTP		
	12/20/2018		143219		FY19 ANNUAL WDR FEES - HAYWARD SHORELINE	\$10,000.00	\$44,527.00
						\$2,268.00	
	12/20/2018	120	139923		FY19 ANNUAL WDR FEES - UNION SD CS	\$12,259.00	
	12/20/2018		143092		FY19 ANNUAL WDR FEES - ALVARADO WWTP	\$20,000.00	
169909	1/3/2019	143	157370	WOODARD & CURRAN INC	HEADWORKS SCREENS REPLACEMENT PROJECT		
						\$34,625.82	\$34,625.82
169763	12/20/2018	143	10910	DW NICHOLSON CORP	NEWARK PS MOD VALVE & BOOST LINE MODS		
						\$32,856.40	\$32,856.40
169779	12/20/2018	173	P5038US06A	INFOR PUBLIC SECTOR, INC	HANSEN ANNUAL SOFTWARE MAINTENANCE		
						\$31,676.19	\$31,676.19
169826	12/20/2018	173	45244465	TYLER TECHNOLOGIES INC	EDEN SOFTWARE ANNUAL SUPPORT		
						\$31,452.32	\$31,452.32
169633	12/6/2018	173	PWB1849	CDW GOVERNMENT LLC	ADMIN SERVER ROOM UPS ANNUAL SUPPORT		
	12/6/2018	173	QBL2458		VMWARE RENEWAL	\$4,225.00	\$29,639.00
						\$25,414.00	
169700	12/13/2018	143	689940CH001	CH2M HILL INC	ODOR CONTROL ALTERNATIVES STUDY		
						\$29,555.92	\$29,555.92

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169827	12/20/2018	110	915559	UNIVAR USA INC	4799.6 GALS SODIUM HYPOCHLORITE		
						\$3,444.46	\$27,550.21
	12/20/2018	110	915511		4950.8 GALS SODIUM HYPOCHLORITE		
						\$3,552.97	
	12/20/2018	110	916005		4850.5 GALS SODIUM HYPOCHLORITE		
						\$3,480.98	
	12/20/2018	110	916416		4796.8 GALS SODIUM HYPOCHLORITE		
						\$3,442.45	
	12/20/2018	110	915220		4948.6 GALS SODIUM HYPOCHLORITE		
						\$3,551.39	
	12/20/2018	110	914817		4296.5 GALS SODIUM HYPOCHLORITE		
						\$3,083.40	
	12/20/2018	110	914621		4898.4 GALS SODIUM HYPOCHLORITE		
						\$3,515.36	
	12/20/2018	110	914749		4848.0 GALS SODIUM HYPOCHLORITE		
						\$3,479.20	
169632	12/6/2018	143	172244	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$27,518.82	\$27,518.82
169775	12/20/2018	143	200180004	HAZEN AND SAWYER	SECONDARY TREATMENT CAP. IMPROV - DESIGN		
						\$27,371.07	\$27,371.07
169860	1/3/2019	110	34441	CALIFORNIA WATER TECHNOLOGIES	42,480 LBS FERROUS CHLORIDE		
						\$5,316.29	\$26,305.74
	1/3/2019	110	34405		43,440 LBS FERROUS CHLORIDE		
						\$5,273.18	
	1/3/2019	110	34404		40,500 LBS FERROUS CHLORIDE		
						\$5,053.27	
	1/3/2019	110	34366		43,820 LBS FERROUS CHLORIDE		
						\$5,467.51	
	1/3/2019	110	34367		40,780 LBS FERROUS CHLORIDE		
						\$5,195.49	
169746	12/20/2018		3387	CAL SAN RISK MNGT AUTH	CLAIM: T. FERNANDO, M. BIBIANO & L. KINNEY FILE # 1933421		
						\$22,644.03	\$22,973.93
	12/20/2018		3413		CLAIM: INTERNATIONAL AUTOMOTIVE RESOURCES FILE # 1977771		
						\$329.90	
169784	12/20/2018	130	27853	LANCE, SOLL & LUNGWARD LLP	2018 DISTRICT AUDIT - YEAR END FIELDWORK		
						\$17,000.00	\$22,335.00
	12/20/2018	130	29033		2018 GOVERNMENT AUDIT		
						\$5,335.00	

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169869	1/3/2019	110	903808598	EVOQUA WATER TECHNOLOGIES	4505 GALS HYDROGEN PEROXIDE		
						\$22,199.63	\$22,199.63
169830	12/20/2018		533620181123	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD STMT - NOV 2018		
						\$22,005.29	\$22,005.29
169893	1/3/2019	143	26704	RMC WATER AND ENVIRONMENT	USD PLANT MASTER PLAN		
						\$20,772.86	\$20,772.86
169862	1/3/2019	150	3286	CASA	ANNUAL MEMBERSHIP RENEWAL		
						\$20,053.00	\$20,053.00
169767	12/20/2018	110	903794762	EVOQUA WATER TECHNOLOGIES	3904 GALS HYDROGEN PEROXIDE		
						\$19,238.03	\$19,238.03
169716	12/13/2018	170	761520181127	PACIFIC GAS AND ELECTRIC	SERV TO 11/26/18 NEWARK PS		
						\$18,859.72	\$19,006.66
	12/13/2018	110	224720181129		SERV TO 11/20/18 CS TRAINING TRAILER		
						\$146.94	
169640	12/6/2018		3153679A	DELTA DENTAL SERVICE	NOVEMBER 2018 DENTAL		
						\$2,275.06	\$18,677.78
	12/6/2018		3153679C		NOVEMBER 2018 DENTAL		
						\$16,402.72	
169739	12/20/2018	141	233339	BADGER DAYLIGHTING CORP	FORCE MAIN POTHOLING FOR CENTRAL AVE GRADE SEPARATION		
						\$15,333.75	\$15,333.75
169889	1/3/2019	170	761520181226	PACIFIC GAS AND ELECTRIC	SERV TO 12/25/18 NEWARK PS		
						\$14,714.73	\$14,714.73
169679	12/6/2018	110	912945	UNIVAR USA INC	4848.3 GALS SODIUM HYPOCHLORITE		
						\$3,479.40	\$13,847.93
	12/6/2018	110	913836		4799.5 GALS SODIUM HYPOCHLORITE		
						\$3,444.38	
	12/6/2018	110	913492		4849.9 GALS SODIUM HYPOCHLORITE		
						\$3,480.56	
	12/6/2018	110	913780		4798.4 GALS SODIUM HYPOCHLORITE		
						\$3,443.59	
169619	12/6/2018	110	4071038120181126	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 11/20/18-BENSON ROAD		
						\$127.32	\$12,442.72
	12/6/2018		4071036120181121		SERV TO: 11/20/18-BENSON ROAD		
						\$10,349.39	
	12/6/2018	110	4071037120181121		SERV TO: 11/20/18-BENSON ROAD		
						\$1,966.01	
169616	12/6/2018	171	2000133126	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES		
						\$12,025.41	\$12,025.41

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169653	12/6/2018	170	996063	KAMAN INDUSTRIAL TECHNOLOGIES	EAST BAR SCREEN NEW MOTOR		
	12/6/2018	171	581992		ASTD PULLERS FOR SHOP	\$3,951.41	\$11,765.38
						\$7,813.97	
169846	1/3/2019	123	181202266	AIRTECH MECHANICAL INC	ANNUAL CONDENSER COIL CLEANING - BUILDINGS 70, 82 & 83	\$2,200.00	\$11,305.27
	1/3/2019	123	181102278		SERVICE CALL- MEN'S LOCKER ROOM BLOWER MOTOR	\$1,602.00	
	1/3/2019	123	181102263		REPLACE AC1 BLOWER MOTOR	\$1,792.00	
	1/3/2019	170	181102295		NOV 2018: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	
	1/3/2019	171	181202284		SERVICE CALL: REPLACED FAILED RESTROOM EXHAUST FAN BLDG	\$2,249.70	
	1/3/2019	170	181202267		ANNUAL CONDENSER COIL CLEANING: BLDGS 3,53,63,67,68,74,76-8	\$1,345.00	
	1/3/2019	123	181102285		SERVICE CALL - BLDG 70 NO HEAT IN LAB	\$1,201.57	
169800	12/20/2018	132	12	MUSGRAVES CONSULTING SERVICES	SPECIALTY FINANCIAL SERVICES CONSULTANT	\$11,281.90	\$11,281.90
169906	1/3/2019	110	917069	UNIVAR USA INC	4848.7 GALS SODIUM HYPOCHLORITE	\$3,479.69	\$10,581.39
	1/3/2019	110	916840		4945.8 GALS SODIUM HYPOCHLORITE	\$3,549.38	
	1/3/2019	110	917233		4949.9 GALS SODIUM HYPOCHLORITE	\$3,552.32	
169840	12/20/2018	143	157039	WOODARD & CURRAN INC	NEWARK BASIN MASTER PLAN/PACP UPDATE	\$10,529.00	\$10,529.00
169733	12/20/2018	171	2000144211	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$10,163.75	\$10,163.75
169748	12/20/2018		172338	CAROLLO ENGINEERS	DIGESTER NO. 3 INSP & REHAB	\$10,060.70	\$10,060.70
169804	12/20/2018		8475101	OVIVO USA LLC	ASTD CLARIFIER PARTS	\$9,530.94	\$9,530.94

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169722	12/13/2018	110	18112022	S&S TRUCKING	GRIT HAULING 11/13 & 11/14/2018		
						\$2,473.99	\$9,298.68
	12/13/2018	110	18112117		GRIT HAULING 11/12, 11/13, 11/14, 11/15/18		
						\$6,608.22	
	12/13/2018	110	18112125		GRIT HAULING 11/20/18		
						\$697.17	
	12/13/2018		18120602		CREDIT: REPAIR ON DAMAGED ROLL UP DOOR		
						\$-1,230.70	
	12/13/2018	110	18112015		GRIT BIN RENTAL 11/01/2018		
						\$750.00	
169880	1/3/2019	123	41011	LMK TECHNOLOGIES LLC	10 SECTIONAL CONNECTION LINERS		
						\$8,748.78	\$8,748.78
169806	12/20/2018	121	1398	PACIFIC SEWER MAINTENANCE	OBSTRUCTION REMOVAL W/ ID- TECH SR-SERIES HIGH PRESSURE		
						\$8,000.00	\$8,000.00
169681	12/6/2018	170	949445	VALLEY OIL COMPANY	190 GALS DYED DIESEL		
						\$587.18	\$7,926.78
	12/6/2018	170	949444		1350 GALS DYED DIESEL		
						\$4,171.98	
	12/6/2018	170	9494461		1025 GALS DYED DIESEL		
						\$3,167.62	
169655	12/6/2018		37432220181201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - DEC 2018		
						\$7,709.45	\$7,709.45
169798	12/20/2018	170	16026218	MOTOROLA SOLUTIONS INC	2 EA EBRCSA RADIOS		
						\$7,547.22	\$7,547.22
169707	12/13/2018	170	11232617	HACH COMPANY	1 CHLORINE SHED TURBIDITY METER		
						\$6,796.82	\$7,458.50
	12/13/2018	170	11226448		1 CHLORINE SHED TURBIDITY METER		
						\$661.68	
169754	12/20/2018	173	513186	COMTEL SYSTEMS TECHNOLOGY	REPAIR WORK FOR NORTH PEDESTRIAN GATE KEYPAD ACCESS		
						\$1,267.92	\$7,344.74
	12/20/2018	173	305333		SECURITY ACCESS CONTROL FOR PASEO PADRE DOOR		
						\$6,076.82	
169838	12/20/2018	143	2036834	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3		
						\$7,206.50	\$7,206.50

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169735	12/20/2018	170	4047286120181207	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/05/18 - PASEO PADRE		
						\$74.33	\$6,787.63
	12/20/2018	120	4107393520181203		SERV TO: 11/30/18-MTR HYD 16435269		
						\$795.76	
	12/20/2018	120	4107361320181203		SERV TO: 11/30/18-MTR HYD 16320037		
						\$511.08	
	12/20/2018	120	4107393220181203		SERV TO: 11/30/18-MTR HYD 1643527		
						\$545.07	
	12/20/2018	120	4107393420181203		SERV TO: 11/30/18-MTR HYD 15952331		
						\$634.30	
	12/20/2018	170	4017274120181211		SERV TO: 11/03/18 - FREMONT BLV		
						\$1,507.17	
	12/20/2018	120	4108253920181203		SERV TO: 11/30/18-MTR HYD 32896061		
						\$1,020.96	
	12/20/2018	120	4107393020181203		SERV TO: 11/30/18-MTR HYD 15141193		
						\$574.82	
	12/20/2018	120	4107393120181203		SERV TO: 11/30/18-MTR HYD 16435270		
						\$557.82	
	12/20/2018	120	4107361120181203		SERV TO: 11/30/18-MTR HYD 15001101		
						\$566.32	
169744	12/20/2018	173	312106800	BUCKLES SMITH ELECTRIC	RSLOGIX 5000 PLC PROGRAMMING LICENSE		
						\$6,774.00	\$6,774.00
169823	12/20/2018		20240263C	TELEDYNE ISCO INC	CREDIT: INV 20240263 & 20217221 - PROCESSED THROUGH GL		
						\$-537.34	\$6,574.08
	12/20/2018	170	20294759		1 SAMPLER		
						\$6,574.08	
	12/20/2018	144	20217221		6 LOCATING BRACKETS/6-1 GALLON BOTTLE		
						\$386.98	
	12/20/2018	113	20240263		1 PROPAK SAMPLE BAG/ 6 O-RINGS		
						\$150.36	
169878	1/3/2019	143	1809111213	KELLCO SERVICES INC	COLLECT PAINT SAMPLES FROM THE ALVARADO INFLUENT PUMP		
						\$6,550.00	\$6,550.00
169644	12/6/2018	123	20180642	ENVIRO SAFETECH INC	STANDBY CONFINED SPACE ENTRY TEAM SERVICES		
						\$6,505.00	\$6,505.00
169783	12/20/2018	170	974127	KAMAN INDUSTRIAL TECHNOLOGIES	MIX PUMP 1 NEW MOTOR AND BEARINGS		
						\$5,469.42	\$6,331.69
	12/20/2018	170	875342		1 EA 001 LES 119462_3HP 3490RPM 56J TEFC		
						\$862.27	

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169856	1/3/2019	150	1084	BAYWORK	2018/2019 BAYWORK SIGNATORY FEE	\$6,105.00	\$6,105.00
169808	12/20/2018	110	1299937	POLYDYNE INC	42,340 LBS CLARIFLOC WE-539	\$5,754.01	\$5,754.01
169727	12/13/2018	170	4094	CITY OF UNION CITY	2019 HAZ MAT FEES, PERMIT FEES	\$5,726.00	\$5,726.00
169747	12/20/2018	110	34347	CALIFORNIA WATER TECHNOLOGIES	43,960 LBS FERROUS CHLORIDE	\$5,468.47	\$5,468.47
169731	12/13/2018	143	156687	WOODARD & CURRAN INC	HEADWORKS SCREEN NO. 3	\$5,443.24	\$5,443.24
169698	12/13/2018	110	34296	CALIFORNIA WATER TECHNOLOGIES	41,680 LBS FERROUS CHLORIDE	\$5,310.15	\$5,310.15
169899	1/3/2019	173	1747	SDI PRESENCE LLC	IT MASTER PLAN PROJECT FOR FY19	\$5,250.00	\$5,250.00
169631	12/6/2018	110	34257	CALIFORNIA WATER TECHNOLOGIES	39,440 LBS FERROUS CHLORIDE	\$4,802.44	\$4,802.44
169666	12/6/2018	121	1794102001	R&B COMPANY	ASTD PARTS & MATERIALS	\$3,402.25	\$4,777.53
	12/6/2018	170	1794718001		ASTD PARTS & MATERIALS	\$335.84	
	12/6/2018	170	1792905001		4 CAPS	\$1,039.44	
169795	12/20/2018		9691	MISSION PEAK CONSTRUCTION INC	REFUND # 21572	\$2,000.00	\$4,500.00
	12/20/2018		9082		REFUND # 21571	\$2,500.00	
169736	12/20/2018	170	5197483	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$267.56	\$4,297.94
	12/20/2018	170	5197554		1 LED POST TOP LAMP	\$379.46	
	12/20/2018	170	5197481		ASTD PARTS & MATERIALS	\$791.53	
	12/20/2018	170	5197110		12 LED WALL LIGHTS FOR BLDG 77	\$2,859.39	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169649	12/6/2018		9950316316	GRAINGER INC	ASTD PARTS & MATERIALS		
						\$1,064.19	\$4,175.73
	12/6/2018	122	9948753588		ASTD PARTS & MATERIALS		
						\$167.24	
	12/6/2018	170	9947052149		2 BALAST KITS		
						\$189.36	
	12/6/2018	170	9947700341		2 FLOODLIGHTS		
						\$620.41	
	12/6/2018	170	9949020052		10 U-BOLTS		
						\$20.51	
	12/6/2018	170	9947227667		ASTD PARTS & MATERIALS		
						\$171.60	
	12/6/2018	170	9948776852		ASTD PARTS & MATERIALS		
						\$118.79	
	12/6/2018	170	9951030924		10 FUSES		
						\$230.59	
	12/6/2018	170	9948018255		4 SPOOLS BUILDING WIRE		
						\$356.04	
	12/6/2018		9949786991		1 Y STRAINER		
						\$72.87	
	12/6/2018		9950204793		ASTD PARTS & MATERIALS		
						\$1,164.13	
169662	12/6/2018	173	25884	NEOGOV	NEOGOV INSIGHT ANNUAL SUBSCRIPTION		
						\$4,109.70	\$4,109.70

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169770	12/20/2018	170	9011662146	GRAINGER INC	1 CONTINUOUS HINGE		\$4,046.65
	12/20/2018		9009828303		60 DISPOSABLE RESPIRATORS	\$55.84	
	12/20/2018		9015904338		CREDIT FOR 10 BOXES GLOVES FOR INV 9011516730	\$780.33	
	12/20/2018		9003842060		ASTD PARTS & MATERIALS	\$-152.13	
	12/20/2018	170	9006580584		2 PREMIUM MINI SWITCHES	\$1,344.45	
	12/20/2018		9010019322		ASTD PARTS & MATERIALS	\$5.11	
	12/20/2018	111	9008691207		1 GREASE TUBE ASSEMBLY	\$786.33	
	12/20/2018		9011516730		ASTD PARTS & MATERIALS	\$32.15	
	12/20/2018		9009553885		2 PR KNEE BOOTS	\$1,119.94	
169691	12/13/2018		12217957	AT&T	SERV: 10/20/18 - 11/19/18	\$74.63	\$3,816.20
	12/13/2018		12217933		SERV: 10/20/18 - 11/19/18	\$213.70	
	12/13/2018		12217935		SERV: 10/20/18 - 11/19/18	\$20.67	
						\$3,581.83	
169650	12/6/2018	170	94154300	H & E EQUIPMENT SERVICES INC	REACH RENTAL 11/9 - 11/15/18	\$1,866.45	\$3,783.20
	12/6/2018	170	94154168		REACH RENTAL 11/9 - 11/15/18	\$1,916.75	
						\$2,396.92	
169732	12/20/2018	170	214467	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT	\$1,335.04	\$3,731.96
	12/20/2018	172	212219		HAZARDOUS MATERIAL MANAGEMENT	\$3,665.00	
						\$3,629.53	
169901	1/3/2019		9168	STANTEC	REFUND # 21606	\$3,665.00	\$3,665.00
						\$3,625.00	
169803	12/20/2018	173	80480	OPTIMUM SOLUTIONS INC	OPTIMUM ANNUAL SUPPORT FEE	\$3,625.00	\$3,625.00
169904	1/3/2019		9032	TESLA INC	REFUND # 21604	\$3,625.00	\$3,625.00

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169742	12/20/2018	171	111868	BEECHER ENGINEERING	POWER QUALITY INVESTIGATION		
	12/20/2018		111866		ALVARADO INFLUENT PS PUMPS AND VFDS	\$1,600.00	\$3,600.00
						\$2,000.00	
169729	12/13/2018	110	914356	UNIVAR USA INC	4863.4 GALS SODIUM HYPOCHLORITE		
						\$3,490.25	\$3,490.25
169718	12/13/2018	120	916003676940	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - DEC 2018		
						\$3,485.23	\$3,485.23
169762	12/20/2018	123	597.1	DRONEBOIS LLC	FORCE MAIN INSPECTION		
						\$3,475.00	\$3,475.00
169816	12/20/2018	110	18120715	S&S TRUCKING	GRIT HAULING 11/23, 11/26, 11/29/18		
	12/20/2018	110	18112633		GRIT HAULING 11/19/2018	\$2,600.74	\$3,395.70
						\$794.96	
169627	12/6/2018	141	13011880	BLAISDELL'S	ASTD OFFICE SUPPLIES		
	12/6/2018	141	12965430		ASTD OFFICE SUPPLIES	\$45.34	\$3,360.56
	12/6/2018	113	12978640		4 LABORATORY STOOLS	\$272.32	
	12/6/2018	140	12973120		ASTD OFFICE SUPPLIES	\$1,712.72	
	12/6/2018	141	13011881		1 FIRST AID KIT	\$82.44	
	12/6/2018	143	13014560		ASTD OFFICE SUPPLIES	\$24.13	
	12/6/2018	120	13011351		1 PK CLEARVIEW FOLDERS	\$466.57	
	12/6/2018	132	13016180		1 SIT/STAND WORKSTATION	\$7.89	
	12/6/2018	141	12988261		1 PK GLUE STICKS	\$592.64	
	12/6/2018	120	13011350		ASTD OFFICE SUPPLIES	\$12.28	
	12/6/2018	141	12988260		ASTD OFFICE SUPPLIES	\$49.33	
	12/6/2018	130	13013940		1 LARGE DESKPAD	\$80.09	
						\$14.81	

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169654	12/6/2018		7981	KB HOME SOUTH BAY, INC.	REFUND # 21550		
						\$3,300.00	\$3,300.00
169756	12/20/2018		8067	CRS, INC	REFUND # 21578		
						\$3,300.00	\$3,300.00
169863	1/3/2019		8428	CATELLUS DEVELOPMENT CORP	REFUND # 21605		
						\$3,300.00	\$3,300.00
169876	1/3/2019		9377	ISLA RESTAURANT	REFUND # 21607		
						\$3,300.00	\$3,300.00
169699	12/13/2018		19440472	CANON SOLUTIONS AMERICA INC	LEASE 6 CANON COLOR COPIERS		
						\$3,154.15	\$3,154.15
169683	12/6/2018		20181201	VISION SERVICE PLAN - CA	DECEMBER 2018 VISION STMT		
						\$3,108.38	\$3,108.38
169652	12/6/2018	141	20181130	HASLER INC.	POSTAGE BY PHONE - TMS 35928		
						\$3,000.00	\$3,000.00
169643	12/6/2018	113	1137352	ENTHALPY ANALYTICAL LLC	7 LAB SAMPLE ANALYSIS		
						\$300.00	\$2,980.00
	12/6/2018	113	1136831		7 LAB SAMPLE ANALYSIS		
						\$350.00	
	12/6/2018	113	1137353		82 LAB SAMPLE ANALYSIS		
						\$1,285.00	
	12/6/2018	113	1137354		63 LAB SAMPLE ANALYSIS		
						\$815.00	
	12/6/2018	113	1136721		9 LAB SAMPLE ANALYSIS		
						\$230.00	
169626	12/6/2018		12183866	AT&T	SERV: 10/13/18 - 11/12/18		
						\$65.87	\$2,963.87
	12/6/2018		12165728		SERV: 10/10/18 - 11/09/18		
						\$2,009.80	
	12/6/2018		12183863		SERV: 10/13/18 - 11/12/18		
						\$758.03	
	12/6/2018		12183867		SERV: 10/13/18 - 11/12/18		
						\$87.35	
	12/6/2018		12183865		SERV: 10/13/18 - 11/12/18		
						\$42.82	
169741	12/20/2018	110	4EQ98	BAY AREA AIR QUALITY MGMT DIST	ANNUAL PERMIT RENEWAL - SITE A2885		
						\$1,490.00	\$2,805.00
	12/20/2018	110	4ER30		ANNUAL PERMIT RENEWAL - SITE A2884		
						\$1,315.00	

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169629	12/6/2018	143	11328579	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE		
						\$2,752.55	\$2,752.55
169839	12/20/2018	132	29256	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES		
						\$2,704.50	\$2,704.50
169837	12/20/2018		9962	WAHE FREMONT LLC	REFUND # 21583		
						\$2,500.00	\$2,500.00
169890	1/3/2019		9639	PACIFIC RIM PLUMBING INC	REFUND # 21603		
						\$2,500.00	\$2,500.00
169682	12/6/2018		9818793124	VERIZON WIRELESS	WIRELESS SERV 10/21/2018 - 11/20/2018		
						\$2,484.19	\$2,484.19
169713	12/13/2018	120	704851	MISSION CLAY PRODUCTS LLC	38 ASTD CLAY COUPLINGS		
						\$2,404.13	\$2,404.13
169759	12/20/2018	122	41951	DEL CONTE'S LANDSCAPING INC	LANDSCAPE MAINTENANCE SERVICES - DECEMBER 2018		
						\$1,405.00	\$2,375.00
	12/20/2018	170	41950		WEED ABATEMENT WORK DECEMBER 2018		
						\$970.00	
169693	12/13/2018	143	6555	BAY AREA COATING CONSULTANT	COATINGS INSPECTION FOR DIG 3 REHAB PROJECT		
						\$2,362.50	\$2,362.50
169618	12/6/2018		20181204	ALAMEDA COUNTY TREASURER	FILING FEE - PRIMARY DIGESTER NO. 7		
						\$2,330.75	\$2,330.75
169872	1/3/2019	123	1518401	GRANITE CONSTRUCTION COMPANY	10.12 TONS 1/2" HMA-64-10R15 E		
						\$860.40	\$2,315.94
	1/3/2019	123	1517131		17.12 TONS 1/2" HMA-64-10R15 E		
						\$1,455.54	
169659	12/6/2018		24048668	MOTION INDUSTRIES INC	4 KLUBER GREASE ASONIC GHY 72		
						\$886.63	\$2,192.89
	12/6/2018		24048671		2 GREASE 012 KLUBER NBU15 1KG TUBES		
						\$434.96	
	12/6/2018		24048396		8 AIR FILTERS		
						\$802.84	
	12/6/2018		24048388		4 HI POWER V-BELTS		
						\$68.46	
169858	1/3/2019	121	902206	BRENNTAG PACIFIC, INC.	5128 LBS SODIUM HYDROXIDE		
						\$1,422.91	\$2,119.38
	1/3/2019	121	902205		2564 LBS SODIUM HYDROXIDE		
						\$696.47	
169697	12/13/2018	173	311991500	BUCKLES SMITH ELECTRIC	ROCKWELL AUTOMATION ANNUAL SUPPORT		
						\$2,074.00	\$2,074.00

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169810	12/20/2018	121	18454	R & S ERECTION OF S ALAMEDA	INSTALLATION OF NEW HINGES AND DOOR CLOSERS		
						\$2,050.00	\$2,050.00
169871	1/3/2019	170	9017559064	GRAINGER INC	ASTD PARTS & MATERIALS		
						\$225.60	\$2,032.22
	1/3/2019	170	9018232406		1 STAIR NOSING		
						\$48.34	
	1/3/2019		9017966665		ASTD PARTS & MATERIALS		
						\$1,151.75	
	1/3/2019		9018511031		ASTD PARTS & MATERIALS		
						\$247.25	
	1/3/2019		9018511023		9 SODIUM LAMPS		
						\$211.67	
	1/3/2019	170	9017223752		2 WIRE MARKER SLEEVES		
						\$147.61	
169686	12/6/2018	170	15728	WESTERN MACHINE & FAB INC	(10) LOCKING SHAFTS		
						\$2,030.38	\$2,030.38
169745	12/20/2018	150	234436	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - OCTOBER 2018		
						\$1,687.40	\$2,015.00
	12/20/2018	150	234438		EBDA - OCTOBER 2018		
						\$327.60	
169852	1/3/2019	170	652285	A-PRO PEST CONTROL INC	NOVEMBER PEST CONTROL		
						\$1,005.00	\$2,010.00
	1/3/2019	170	655565		DECEMBER PEST CONTROL		
						\$1,005.00	
169853	1/3/2019		12307175	AT&T	SERV: 11/10/18 - 12/09/18		
						\$2,008.92	\$2,008.92
169661	12/6/2018		196116	NATEC INTERNATIONAL INC.	FIRST AID/CPR TRAINING - 4 STUDENTS		
						\$975.00	\$1,950.00
	12/6/2018		196117		FIRST AID/CPR TRAINING - 4 STUDENTS		
						\$975.00	
169874	1/3/2019		3M9684	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS		
						\$315.53	\$1,905.23
	1/3/2019	170	3M9441		ASTD PVC PARTS & MATERIALS		
						\$1,247.89	
	1/3/2019	170	3M9683		4 ADAPTERS		
						\$12.72	
	1/3/2019	170	3M9498		ASTD PVC PARTS & MATERIALS		
						\$329.09	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169780	12/20/2018	141	AJBF820	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES - NOV 2018		
	12/20/2018	141	AHYY523		OFF-SITE STORAGE AND SERVICES - NOV 2018	\$1,162.29	\$1,806.01
	12/20/2018	173	201769120		DATA/MEDIA OFF-SITE STORAGE - NOVEMBER 2018	\$338.53	
						\$305.19	
169832	12/20/2018	134	43487	VALLEY OIL COMPANY	ASTD GREASE & OIL		
						\$1,754.74	\$1,754.74
169669	12/6/2018	144	26655	RMC WATER AND ENVIRONMENT	PRETREATMENT CONSULTING SERVICES		
						\$1,745.50	\$1,745.50
169657	12/6/2018	170	80198501	MCMASTER SUPPLY INC	4 PACKS WORK-DRIVE CLAMPS		
	12/6/2018	170	80351298		6 EA SLIP-ON RAIL FITTINGS	\$61.67	\$1,713.17
	12/6/2018	170	79967532		2 LONG-LIFE RECHARGE NO MAINT BATTERIES	\$37.49	
	12/6/2018		80335413		ASTD PARTS & MATERIALS	\$104.50	
	12/6/2018	170	80065331		6 EA DOMED END CAP FOR LOW-PROFILE RAILING	\$1,080.65	
	12/6/2018	170	80351299		ASTD PARTS & MATERIALS	\$201.49	
	12/6/2018	122	80213396		1 ADJUSTABLE-HEIGHT SINGLE-COLUMN TABLE LEG	\$104.28	
	12/6/2018	170	79194232		1 PRESSURE & VACUUM GAUGE	\$99.58	
						\$23.51	
169638	12/6/2018	121	82976	D & L SUPPLY	5 RISER FRAMES & COVERS		
						\$1,682.23	\$1,682.23
169636	12/6/2018	121	17813037241	CORIX WATER PRODUCTS INC	(9) MANHOLE FRAMES & COVERS		
						\$1,642.14	\$1,642.14
169723	12/13/2018	134	720781815701	STAPLES CONTRACT & COMMERCIAL	JANITORIAL SUPPLIES		
	12/13/2018	134	720725547901		JANITORIAL SUPPLIES	\$977.61	\$1,619.76
	12/13/2018	134	720725578201		JANITORIAL SUPPLIES	\$137.17	
	12/13/2018		720799069701		JANITORIAL SUPPLIES	\$102.18	
						\$402.80	

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169750	12/20/2018	173	QFW1828	CDW GOVERNMENT LLC	MICROSOFT SURFACE PRO DEVICE FOR EVAL		
						\$1,596.91	\$1,596.91
169877	1/3/2019	171	593550	KAMAN INDUSTRIAL TECHNOLOGIES	1 EASY PULL JAW PULLER		
						\$1,593.42	\$1,593.42
169622	12/6/2018	121	11503	AMERICAN DISCOUNT SECURITY	10/01/18 - 10/31/18 GUARD AT DISTRICT GATE		
						\$1,587.00	\$1,587.00
169835	12/20/2018	123	9555	VON EUW TRUCKING	7 HRS DUMP FEES, ASPHALT AND/OR CONCRETE		
						\$1,570.00	\$1,570.00
169884	1/3/2019	122	26587	MAR-LEN SUPPLY INC	CAR WASH REPAIR		
						\$1,567.98	\$1,567.98
169789	12/20/2018	122	26511	MAR-LEN SUPPLY INC	CAR WASH REPAIR		
						\$1,380.51	\$1,518.41
	12/20/2018	122	26505		LABOR FOR CAR WASH REPAIR		
						\$137.90	
169848	1/3/2019	170	5194505	ALL INDUSTRIAL ELECTRIC SUPPLY	CREDIT 4 FIXTURES		
						\$-353.94	\$1,501.61
	1/3/2019	170	5197882		ASTD PARTS & MATERIALS		
						\$707.91	
	1/3/2019	170	5197297		ASTD PARTS & MATERIALS		
						\$166.29	
	1/3/2019	170	5197788		1 BATTERY CHARGER MOTHER BOARD BLDG 69		
						\$981.35	
169671	12/6/2018		9883	ROOTER HERO	REFUND # 21552		
						\$500.00	\$1,500.00
	12/6/2018		9259		REFUND # 21548		
						\$500.00	
	12/6/2018		9223		REFUND # 21547		
						\$500.00	
169721	12/13/2018		9679	ROOTER HERO	REFUND # 21565		
						\$500.00	\$1,500.00
	12/13/2018		9723		REFUND # 21564		
						\$500.00	
	12/13/2018		9720		REFUND # 21566		
						\$500.00	
169768	12/20/2018	173	181242	GEOSPAGO INC	NEEDS ASSESSMENT FOR GIS		
						\$1,500.00	\$1,500.00

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169902	1/3/2019	120	9892	STREAMLINE PLUMBING & DRAIN	REFUND # 21594		
						\$500.00	\$1,500.00
	1/3/2019		9892.1		REFUND # 21593		
						\$500.00	
	1/3/2019		9985		REFUND # 21601		
						\$500.00	
169851	1/3/2019	121	11622	AMERICAN DISCOUNT SECURITY	11/01/18 - 11/30/18 GUARD AT DISTRICT GATE		
						\$1,449.00	\$1,449.00
169702	12/13/2018	150	71703	CITYLEAF INC	2018 HOLIDAY DECOR FOR DISTRICT LOBBY		
						\$1,397.52	\$1,397.52
169836	12/20/2018	113	8084565464	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$67.70	\$1,358.45
	12/20/2018	113	8084568573		LAB SUPPLIES		
						\$42.71	
	12/20/2018	113	8084574134		LAB SUPPLIES		
						\$17.87	
	12/20/2018	134	8084586943		LAB SUPPLIES		
						\$210.88	
	12/20/2018	134	8084586944		LAB SUPPLIES		
						\$679.46	
	12/20/2018	134	8084596127		LAB SUPPLIES		
						\$339.83	
169814	12/20/2018	170	71378562	ROSEMOUNT MEASUREMENT INC	(1) TEMP TRANSMITTER		
						\$1,319.87	\$1,319.87
169844	1/3/2019	134	68339	3T EQUIPMENT COMPANY INC	ASTD PARTS & MATERIALS		
						\$1,293.61	\$1,293.61
169796	12/20/2018	171	1812091	MOBILE MODULAR MANAGEMENT CORP	BREAK TRAILER RENTAL - DEC 2018		
						\$1,245.43	\$1,245.43
169660	12/6/2018	122	20181126	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - NOV 2018		
						\$1,238.17	\$1,238.17
169786	12/20/2018	173	17281	LOOKINGPOINT INC	ANNUAL PHONE AND NETWORK SUPPORT - DEC 2018		
						\$1,225.00	\$1,225.00

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169667	12/6/2018	111	169156928	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: K. VONG		
						\$205.20	\$1,178.44
	12/6/2018	171	820150541		SAFETY SHOES: S. NOEGEL		
						\$196.64	
	12/6/2018	171	820150112		SAFETY SHOES: S. COOPER		
						\$194.99	
	12/6/2018	172	820150542		SAFETY SHOES: G. OSEGUERA		
						\$196.64	
	12/6/2018	121	820148923		SAFETY SHOES: R. SHENK		
						\$208.00	
	12/6/2018	143	820150220		SAFETY SHOES: S. BOONSALAT		
						\$176.97	
169908	1/3/2019	171	15596	WESTERN MACHINE & FAB INC	1 BORE & CUT CENTER OF PLATE		
						\$315.00	\$1,175.00
	1/3/2019	171	15788		4 BORE & CUT CENTER OF PLATE		
						\$860.00	
169841	12/20/2018	170	4782	WORKSMART AUTOMATION INC	SCADA SUPPORT SERVICES		
						\$1,168.50	\$1,168.50
169674	12/6/2018	134	1879341001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$926.36	\$1,143.94
	12/6/2018	134	1879341002		ASTD ELECTRICAL SUPPLIES		
						\$217.58	
169630	12/6/2018		98563	BRUCE BARTON PUMP SERVICE INC	1 SUMP PUMP		
						\$1,114.51	\$1,114.51
169628	12/6/2018	121	894622	BRENNTAG PACIFIC, INC.	1923 LBS SODIUM HYDROXIDE		
						\$1,039.94	\$1,039.94
169621	12/6/2018	170	5195961	ALL INDUSTRIAL ELECTRIC SUPPLY	1 LIGHTING SAR-LED-KIT3E35		
						\$705.18	\$1,026.56
	12/6/2018	170	5195692		ASTD PARTS & MATERIALS		
						\$321.38	
169753	12/20/2018	170	20181128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL		
						\$1,013.21	\$1,013.21
169801	12/20/2018		28767	NIXON-EGLI EQUIP OF S. CAL	8 EA ROOT SAW BLADES		
						\$1,009.65	\$1,009.65
169641	12/6/2018		9247	E Z PLUMBING	REFUND # 21546		
						\$500.00	\$1,000.00
	12/6/2018		9899		REFUND # 21554		
						\$500.00	

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169764	12/20/2018		9968	EDEN PLUMBING INC	REFUND # 21587		
	12/20/2018		9969		REFUND # 21588	\$500.00	\$1,000.00
						\$500.00	
169758	12/20/2018		20181125	DALE HARDWARE INC	11/18 - ASTD PARTS & MATERIALS		
						\$995.78	\$995.78
169895	1/3/2019	170	12249	ROTO-JET OF AMERICA CO INC	4 50LB PAILS WASHER DETERGENT POWDER		
						\$966.70	\$966.70
169672	12/6/2018	110	18111354	S&S TRUCKING	GRIT HAULING 11/08/2018		
						\$939.80	\$939.80
169812	12/20/2018	120	08L0036018380	NESTLE WATERS NO. AMERICA READYREFREWATER SERVICE	11/07/18 - 12/06/18		
						\$918.84	\$918.84
169663	12/6/2018		20181204	ALEXANDER PAREDES	COMPUTER NOTE		
						\$870.99	\$870.99
169751	12/20/2018		54K148478	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING & RUGS		
	12/20/2018		54K148477		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$192.35	\$857.73
						\$17.22	
	12/20/2018		54K147212		UNIFORM LAUNDERING SERVICE	\$241.81	
	12/20/2018		54K148476		UNIFORM LAUNDERING SERVICE	\$214.00	
	12/20/2018		54K147214		UNIFORM LAUNDERING & RUGS	\$192.35	
169635	12/6/2018	132	43158	CLAREMONT BEHAVIORAL SERVICES	CISD (DEATH OF A CO-WORKER)		
						\$825.00	\$825.00
169881	1/3/2019		4566243	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GASES		
						\$790.21	\$790.21
169684	12/6/2018	113	8084306493	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$788.69	\$788.69
169771	12/20/2018	170	11233824	HACH COMPANY	NETWORK MODULE - TURBIDITY METER		
	12/20/2018	111	11250449		1 REPLACEMENT LDO SENSOR CAP	\$623.38	\$784.88
						\$161.50	
169648	12/6/2018	122	1841085209	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE		
						\$769.78	\$769.78
169617	12/6/2018	170	9082408988	AIRGAS NCN	4 CYL ARGON		
						\$766.01	\$766.01

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169799	12/20/2018	121	133318	MUNICIPAL MAINT EQUIPMENT INC	REPAIR BULLDOG NOZZLE		
						\$762.82	\$762.82
169885	1/3/2019	170	82409411	MCMASTER SUPPLY INC	2 LARGE-CELL BATTERIES		
						\$143.27	\$732.73
	1/3/2019	170	82532405		10 BRASS HOSE COUPLINGS		
						\$267.03	
	1/3/2019	170	82396798		ASTD PARTS & MATERIALS		
						\$322.43	
169651	12/6/2018	170	3M8739	HARRINGTON INDUSTRIAL PLASTICS	2 VALVE BALL CHECK		
						\$146.83	\$730.70
	12/6/2018		3M8702		8 HDPE FITTINGS		
						\$583.87	
169834	12/20/2018	171	906979	VINCENT ELECTRIC MOTOR CO	SERVICE TO TROUBLESHOOT LOSS OF EXCITATION		
						\$718.50	\$718.50
169737	12/20/2018		20181110	AMAZON.COM LLC	11/18 - ASTD OFFICE SUPPLIES		
						\$709.00	\$709.00
169845	1/3/2019	170	9958214816	AIRGAS NCN	CYLINDER RENTAL		
						\$698.91	\$698.91
169894	1/3/2019	170	90093	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE		
						\$687.46	\$687.46
169688	12/13/2018		5196661	ALL INDUSTRIAL ELECTRIC SUPPLY	2 SURE-LITE LED EMERGENCY LIGHTS		
						\$684.94	\$684.94
169866	1/3/2019	170	13121	DIABLO BOILER & STEAM INC	SERVICE CALL: GAS LEAK		
						\$644.00	\$644.00
169740	12/20/2018	136	2522150608	BANK OF NEW YORK	OCT 2018 SERVICE FEES		
						\$640.22	\$640.22
169817	12/20/2018	136	534743	SAFECHECKS	3000 AP CHECK STOCK		
						\$639.92	\$639.92
169752	12/20/2018	130	43656	CLAREMONT BEHAVIORAL SERVICES	DEC 2018 EAP PREMIUMS		
						\$634.80	\$634.80

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169793	12/20/2018	170	81745594	MCMASTER SUPPLY INC	5 PACKS PLASTIC ENGRAVING PLATE		
						\$54.73	\$624.44
	12/20/2018	170	81882191		2 FAST-ACTING PRESSURE-RELIEF VALVES FOR AIR		
						\$33.87	
	12/20/2018		81510916		ASTD PARTS & MATERIALS		
						\$215.16	
	12/20/2018	170	81818479		1 ALUMINUM SHEET		
						\$223.62	
	12/20/2018	170	82008723		1 PACK ZINC PLATED STEEL SEALS FOR METAL STRAPPING		
						\$21.74	
	12/20/2018	170	81510917		2 ROLLS FOAM SEALING TAPE		
						\$75.32	
169761	12/20/2018		412856	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - OCTOBER 2018		
						\$603.90	\$603.90
169797	12/20/2018	170	24050167	MOTION INDUSTRIES INC	ASTD NUTS & BOLTS		
						\$395.24	\$599.37
	12/20/2018		24050064		2 FILTERS		
						\$204.13	
169794	12/20/2018	170	181252	METROMOBILE COMMUNICATIONS INC	METRO MOBILE ANNUAL RADIO SERVICE - DEC 2018		
						\$599.08	\$599.08
169642	12/6/2018		5910	ENERGY CHOICE INC	ASTD PARTS & MATERIALS		
						\$569.80	\$569.80
169824	12/20/2018		1109505050	TPX COMMUNICATIONS	WIRELESS INTERNET BACKUP - DECEMBER		
						\$536.25	\$536.25
169678	12/6/2018		1098577350	TPX COMMUNICATIONS	WIRELESS INTERNET BACKUP - NOVEMBER		
						\$528.30	\$528.30
169757	12/20/2018	120	20181214	RICHARD CZAPKAY	EXP REIMB: RETIREMENT GIFT		
						\$525.00	\$525.00
169818	12/20/2018	120	20191219	JAMES SCHOFIELD	EXP REIMB: R. CZAPKAY - RETIREMENT PARTY		
						\$525.00	\$525.00
169867	1/3/2019	113	1141222	ENTHALPY ANALYTICAL LLC	2 LAB SAMPLE ANALYSIS		
						\$165.00	\$525.00
	1/3/2019	113	1140741		20 LAB SAMPLE ANALYSIS		
						\$360.00	
169668	12/6/2018	170	362784	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS		
						\$510.34	\$510.34
169807	12/20/2018		20181213	PETTY CASH	PETTY CASH REPLENISHMENT		
						\$505.32	\$505.32

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169728	12/13/2018	143	20181207	UNION PACIFIC RAILROAD CO	FOLDER # 0304064 - LUMP SUM MAINTENANCE CONSENT LETTER	\$505.00	\$505.00
169769	12/20/2018	130	20181217	GFOA-GOV FIN OFFICERS ASSOC	CAFR SUBMISSION FEE	\$505.00	\$505.00
169623	12/6/2018		9882	AMERICAN EAGLE PLUMBING & CON	REFUND # 21551	\$500.00	\$500.00
169624	12/6/2018		9699	AMERICA'S DREAM HOMEWORKS	REFUND # 21537	\$500.00	\$500.00
169658	12/6/2018		9888	MONARCH PLUMBING & ROOTER INC	REFUND # 21553	\$500.00	\$500.00
169676	12/6/2018		9907	STREAMLINE PLUMBING & DRAIN	REFUND # 21555	\$500.00	\$500.00
169689	12/13/2018		9402	ANDY'S CONSTRUCTION	REFUND # 21549	\$500.00	\$500.00
169715	12/13/2018		9959	MONARCH PLUMBING & ROOTER INC	REFUND # 21567	\$500.00	\$500.00
169781	12/20/2018		9961	RAKESH JAIN	REFUND # 21582	\$500.00	\$500.00
169782	12/20/2018		9952	JC'S GREEN PLUMBING	REFUND # 21586	\$500.00	\$500.00
169791	12/20/2018		20181218	MCGUIRE & HESTER	EMERGENCY STANDBY RETAINER	\$500.00	\$500.00
169819	12/20/2018		8241	MOHAMMAD SHAIQ	REFUND # 21585	\$500.00	\$500.00
169821	12/20/2018		9908	STREAMLINE PLUMBING & DRAIN	REFUND # 21581	\$500.00	\$500.00
169831	12/20/2018		9965	USA ROOTER & PLUMBING	REFUND # 21580	\$500.00	\$500.00
169850	1/3/2019		9854	ALLSTAR PLUMBING	REFUND # 21598	\$500.00	\$500.00
169870	1/3/2019		9852	GENERAL DRAINWORKS INC	REFUND # 21600	\$500.00	\$500.00
169886	1/3/2019		9894	MONARCH PLUMBING & ROOTER INC	REFUND # 21602	\$500.00	\$500.00
169891	1/3/2019		9996	QUALIFIED PLUMBERS SERVICE	REFUND # 21599	\$500.00	\$500.00
169887	1/3/2019		24050323	MOTION INDUSTRIES INC	5 AIR FILTER ELEMENTS	\$496.59	\$496.59

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169892	1/3/2019	170	364632	RKI INSTRUMENTS INC	5 OXYGEN SENSORS		
						\$493.88	\$493.88
169646	12/6/2018	122	50657	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1267		
						\$35.00	\$490.00
	12/6/2018	122	50686		ANNUAL SMOG TESTING - VEHICLE T1066		
						\$35.00	
	12/6/2018	122	50856		ANNUAL SMOG TESTING - VEHICLE T1338		
						\$35.00	
	12/6/2018	122	50689		ANNUAL SMOG TESTING - VEHICLE T1304		
						\$35.00	
	12/6/2018	122	50614		ANNUAL SMOG TESTING - VEHICLE P8265		
						\$35.00	
	12/6/2018	122	50632		ANNUAL SMOG TESTING - VEHICLE P8035		
						\$35.00	
	12/6/2018	122	50806		ANNUAL SMOG TESTING - VEHICLE T1309		
						\$35.00	
	12/6/2018	122	50837		ANNUAL SMOG TESTING - VEHICLE T1367		
						\$35.00	
	12/6/2018	122	50661		ANNUAL SMOG TESTING - VEHICLE T1271		
						\$35.00	
	12/6/2018	122	50637		ANNUAL SMOG TESTING - VEHICLE P8330		
						\$35.00	
	12/6/2018	122	50708		ANNUAL SMOG TESTING - VEHICLE T1360		
						\$35.00	
	12/6/2018	122	50800		ANNUAL SMOG TESTING - VEHICLE T1305		
						\$35.00	
	12/6/2018	122	50832		ANNUAL SMOG TESTING - VEHICLE T1326		
						\$35.00	
	12/6/2018	122	50796		ANNUAL SMOG TESTING - VEHICLE T1358		
						\$35.00	
169873	1/3/2019	170	11252737	HACH COMPANY	1 BUBBLE TRAP/HEAD REGULATOR		
						\$474.12	\$474.12
169811	12/20/2018	111	27045	RAVEN ENVIRONMENTAL PRODUCTS	(3) CORE SAMPLERS		
						\$412.73	\$451.35
	12/20/2018	111	27052		FREIGHT ONLY		
						\$38.62	

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169634	12/6/2018		54K146013	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING & RUGS		
						\$192.35	\$449.91
	12/6/2018	122	54K146012		ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	
	12/6/2018		54K146011		UNIFORM LAUNDERING SERVICE		
						\$240.34	
169907	1/3/2019	113	8084644693	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$222.44	\$421.15
	1/3/2019	113	8084647176		LAB SUPPLIES		
						\$123.18	
	1/3/2019	134	8084641281		LAB SUPPLIES		
						\$75.53	
169833	12/20/2018		9819360396	VERIZON WIRELESS	WIRELESS SERV 11/02/18-12/01/18 & (6) IPADS		
						\$417.48	\$417.48
169726	12/13/2018	123	10215	TURNER RISK CONSULTING INC	TRAFFIC FLAGGING - TARNOWSKI		
						\$190.00	\$415.00
	12/13/2018	132	10318		CONFINED SPACE TRAINING - BOONSALAT		
						\$225.00	
169788	12/20/2018		4562413	MALLORY SAFETY AND SUPPLY LLC	ASTD NITRILE GLOVES		
						\$406.96	\$406.96
169675	12/6/2018	113	20181203	JOHN SEO	EXP REIMB: CWEA PS3 CONFERENCE - REGISTRATION		
						\$405.00	\$405.00
169645	12/6/2018	170	181172	FLO-LINE TECHNOLOGY INC	2 BEARINGS/2 SEALS/ 2 DEFLECTORS		
						\$399.54	\$399.54
169670	12/6/2018	120	20181203	JOSE RODRIGUES JR	EXP REIMB: CSW1 PERFORMANCE TESTING		
						\$136.94	\$395.37
	12/6/2018	110	20181130		EXP REIMB: BENF CONT WORK-CLEANING PUMP STATION, WET WE		
						\$112.21	
	12/6/2018	120	20181130.1		EXP REIMB: CS SAFETY RECOGNITION BREAKFAST		
						\$146.22	
169776	12/20/2018		603247740	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES		
						\$390.14	\$390.14
169712	12/13/2018	170	81016620	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		
						\$152.91	\$386.95
	12/13/2018	170	80789657		ASTD PARTS & MATERIALS		
						\$136.62	
	12/13/2018	170	81278376		ASTD PARTS & MATERIALS		
						\$97.42	

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169854	1/3/2019	170	77846	BAILEY FENCE CO INC	REPAIR CHAINLINK FENCE AND RAZOR WIRE		
						\$381.00	\$381.00
169809	12/20/2018		143508	PREFERRED ALLIANCE INC	NOVEMBER 2018 SERVICE FEE		
						\$369.04	\$369.04
169734	12/20/2018	171	9082910149	AIRGAS NCN	ASTD PARTS & MATERIALS		
						\$364.70	\$364.70
169905	1/3/2019	143	10382	TURNER RISK CONSULTING INC	FALL PROTECTION TRAINING - BOONSALAT		
						\$350.00	\$350.00
169709	12/13/2018	170	62600000151686	KELLY-MOORE PAINT COMPANY	ASTD PAINT SUPPLIES		
						\$272.13	\$344.47
	12/13/2018	170	62600000149888		ASTD PAINT SUPPLIES		
						\$72.34	
169714	12/13/2018	171	1718287.2	MOBILE MODULAR MANAGEMENT CORP	FINAL RENTAL/REPAIR FEES - OLD FMC TRAILER		
						\$343.52	\$343.52
169695	12/13/2018	132	13016181	BLAISDELL'S	1 TALL USER EXTENSION		
						\$74.63	\$343.00
	12/13/2018	170	13019830		1 DESK PAD/6 DAILY DIARY		
						\$268.37	
169868	1/3/2019	113	1000535721	ENVIRONMENTAL EXPRESS	3 METALS STANDARDS		
						\$342.77	\$342.77
169690	12/13/2018	170	7014907933	APPLIED INDUSTRIAL TECHNOLOGIE	1 BUSHING		
						\$25.63	\$314.03
	12/13/2018	170	7014918620		ASTD PARTS & MATERIALS		
						\$288.40	
169673	12/6/2018	170	85340220181121	SAN FRANCISCO WATER DEPT	SERVICE 10/23/2018 TO 11/20/2018		
						\$313.73	\$313.73
169882	1/3/2019	122	6082	MALONE CONTROLS CORPORATION	PROGRAM SCH FOR HVAC UNITS IN BUILDING 83		
						\$290.00	\$290.00
169849	1/3/2019	170	27913	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS		
						\$281.66	\$281.66
169710	12/13/2018		4555293	MALLORY SAFETY AND SUPPLY LLC	82 PRS G-TEK NITRILE GLOVES		
						\$278.08	\$278.08
169711	12/13/2018	111	139651	MAZZEI INJECTOR	6 POLYPROPYLENE INJECTORS		
						\$267.00	\$267.00
169883	1/3/2019	144	20181219	EDDA MARASIGAN	EXP REIMB: ENV COMP TEAM RECOG LUNCH		
						\$265.29	\$265.29
169875	1/3/2019		603251179	HILLYARD/SAN FRANCISCO	3 CS PAPER PLATES		
						\$264.19	\$264.19

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169785	12/20/2018	143	20181219	DANIELLE LEMOS	EXP REIMB: CIP HOLIDAY RECOGNITION LUNCH		
						\$258.09	\$258.09
169724	12/13/2018	111	20181130	SWRCB - STATE WATER RESOURCES	GRADE V OPERATOR CERTIFICATE - A. BERLING		
						\$255.00	\$255.00
169685	12/6/2018	173	6022000	WEST SAFETY SERVICES INC	E911 CLOUD SERVICE		
						\$250.00	\$250.00
169815	12/20/2018	134	7764016100	RS HUGHES CO INC	ASTD SAFETY SUPPLIES		
						\$246.04	\$246.04
169897	1/3/2019	170	85340220181220	SAN FRANCISCO WATER DEPT	SERVICE 11/21/2018 TO 12/19/2018		
						\$233.34	\$233.34
169725	12/13/2018	111	20181205	SWRCB - STATE WATER RESOURCES	GRADE III OPERATOR CERTIFICATE - A. FARSAI		
						\$225.00	\$225.00
169743	12/20/2018	170	13039380	BLAISDELL'S	ASTD OFFICE SUPPLIES		
						\$53.37	\$221.57
	12/20/2018	141	13033640		3 BX CREAMER		
						\$22.17	
	12/20/2018	141	13051101		1 PK GLUE STICKS		
						\$12.28	
	12/20/2018	170	13045040		1 WALL CALENDAR		
						\$12.94	
	12/20/2018	170	13045810		4 REPORT COVERS		
						\$13.13	
	12/20/2018	141	13051100		ASTD OFFICE SUPPLIES		
						\$103.03	
	12/20/2018	143	13033820		1 PK POST-IT FLAGS		
						\$4.65	
169738	12/20/2018		16823820181231	AMERICAN PAYROLL ASSOCIATION	MEMBER DUES - J. ROJO		
						\$219.00	\$219.00
169694	12/13/2018	171	21869500	BECK'S SHOES	SAFETY SHOES: E. TATOLA		
						\$208.00	\$208.00
169687	12/13/2018		201812071	ALAMEDA COUNTY TREASURER	TRAINING REG: J. YEATES		
						\$100.00	\$200.00
	12/13/2018		20181207		TRAINING REG: K. TERRAZAS		
						\$100.00	
169719	12/13/2018		9849	AMERICAN RESIDENTIAL SVCS RESCUE ROOTREFUND # 21561			
						\$200.00	\$200.00
169766	12/20/2018	113	1139753	ENTHALPY ANALYTICAL LLC	12 LAB SAMPLE ANALYSIS		
						\$195.00	\$195.00

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169879	1/3/2019	132	20190102	KATHLEEN KING	EXP REIMB: SHRM MEMBERSHIP RENEWAL		
						\$189.00	\$189.00
169842	12/20/2018		4878	ZELAYA DESIGNS	PUBLIC OUTREACH		
						\$188.50	\$188.50
169865	1/3/2019	111	20181213	CWEA	MEMBERSHIP RENEWAL - VONG, K.		
						\$188.00	\$188.00
169647	12/6/2018	144	484977964	GLACIER ICE COMPANY INC	126 7-LB BAGS OF ICE		
						\$185.22	\$185.22
169773	12/20/2018	170	3M9345	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS		
	12/20/2018		3M9346		ASTD PVC PIPE & BUSHINGS		
						\$52.73	
169828	12/20/2018	136	98XW53478	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 11/24/18		
						\$178.85	\$178.85
169765	12/20/2018	113	90108981796	ENTERPRISE GOV 43-1514861	RENTAL: G. CALANOG, WEST PALM BEACH, FL		
						\$173.95	\$173.95
169896	1/3/2019		3367024001	S & S SUPPLIES & SOLUTIONS	1 DZ LEATHER GLOVES		
						\$79.09	\$173.42
	1/3/2019		3367025001		5 BX DISPOSABLE GLOVES		
						\$94.33	
169665	12/6/2018	122	18330	R & S ERECTION OF S ALAMEDA	SERVICE: GATE STUCK OPEN		
						\$171.25	\$171.25
169778	12/20/2018	132	24415	ICE SAFETY SOLUTIONS INC	FIRST AID KIT & AED SERVICING		
						\$115.00	\$154.33
	12/20/2018	150	24414		FIRST AID KITS - SUPPLY RESTOCKING		
						\$39.33	
169620	12/6/2018	150	13179	ALAMEDA COUNTY WATER DISTRICT	COST SHARE HEW REBATE PROGRAM		
						\$150.00	\$150.00
169692	12/13/2018	134	359455	BAY AREA BARRICADE SERVICE INC	3 CS GREEN MARKING PAINT		
						\$148.00	\$148.00
169706	12/13/2018	172	9957455190	GRAINGER INC	ASTD HAND TOOLS		
						\$147.22	\$147.22
169787	12/20/2018		20181213	ANTHONY LULLO	EXP REIMB: TPO DAYS SAFETY RECOG LUNCH QTRS 1 & 2		
						\$134.45	\$134.45
169825	12/20/2018	122	126485	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGI		
						\$133.33	\$133.33
169656	12/6/2018		1063346	MALLORY SAFETY AND SUPPLY LLC	3 DZ NITRILE COATED GLOVES		
						\$129.65	\$129.65

**UNION SANITARY DISTRICT
CHECK REGISTER
12/01/2018-01/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169820	12/20/2018	141	20181130	SPOK INC	DECEMBER 2018 PAGER SERVICE		
						\$124.08	\$124.08
169705	12/13/2018	113	1137488	ENTHALPY ANALYTICAL LLC	2 LAB SAMPLE ANALYSIS		
						\$120.00	\$120.00
169813	12/20/2018		98161	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JANUARY 2019		
						\$112.00	\$112.00
169637	12/6/2018	136	300000722	CSMFO - CALIF SOCIETY OF	MEMBERSHIP - V. HOLSLAG		
						\$110.00	\$110.00
169703	12/13/2018		300000721	CSMFO - CALIF SOCIETY OF	MEMBERSHIP - L. MORENO		
						\$110.00	\$110.00
169730	12/13/2018	113	8084115051	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$50.49	\$106.75
	12/13/2018	113	8084432553		LAB SUPPLIES		
						\$12.40	
	12/13/2018	113	8084115050		LAB SUPPLIES		
						\$43.86	
169900	1/3/2019	113	20190102	JOHN SEO	EXP REIMB: CWEA CERTIFICATE RENEWAL		
						\$97.00	\$97.00
169790	12/20/2018	170	77915116	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - NOV 2018		
						\$89.22	\$89.22
169720	12/13/2018	120	20181206	JOSE RODRIGUES JR	EXP REIMB: RECOG NIGHT WORK CLEAN & TELEWISE TRUNK MAIN		
						\$88.22	\$88.22
169792	12/20/2018	130	105287	MCINERNEY & DILLON, P.C.	PREPARE FY 17-18 AUDIT RESPONSE LETTER		
						\$77.00	\$77.00
169774	12/20/2018		30124	HAYWARD PIPE AND SUPPLY	8 ASTD FITTINGS		
						\$74.73	\$74.73
169855	1/3/2019	143	1166676	BAY AREA NEWS GROUP EAST BAY	ADS: MITIGATED NEGATIVE DECLARAION ON EMERGENCY OUTFAL		
						\$69.03	\$69.03
169847	1/3/2019	170	4088644120181221	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/19/18 - BOYCE ROAD		
						\$65.08	\$65.08
169760	12/20/2018		615320181220	DISH NETWORK	JAN 2019 - SERVICE FEE		
						\$60.90	\$60.90
169898	1/3/2019	134	1882903001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$58.66	\$58.66
169708	12/13/2018	170	768520181127	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - NOV 2018		
						\$48.98	\$48.98
169772	12/20/2018	130	271270	HANIGAN COMPANY INC	1 LOT BUSINESS CARDS - YEATES		
						\$40.28	\$40.28

**UNION SANITARY DISTRICT
CHECK REGISTER
12/01/2018-01/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
169749	12/20/2018		QGR1912	CDW GOVERNMENT LLC	PARTS FOR ATT UPGRADE		
						\$39.89	\$39.89
169864	1/3/2019	122	54k151146	CINTAS CORPORATION NO. 2	ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	\$34.44
	1/3/2019	120	54K149689		ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	
169639	12/6/2018	143	3193012	DAILY JOURNAL CORPORATION	AD: EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
						\$32.50	\$32.50
169625	12/6/2018	170	7014780306	APPLIED INDUSTRIAL TECHNOLOGIE	2 CONTINENTAL 4L220		
						\$17.35	\$17.35
169701	12/13/2018	122	54K147213	CINTAS CORPORATION NO. 2	ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	\$17.22
169829	12/20/2018	136	98XW53498	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/08/18		
						\$13.89	\$13.89
169680	12/6/2018	136	98XW53458	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 11/10/18		
						\$11.85	\$11.85
169857	1/3/2019	143	13064540	BLAISDELL'S	1 BX STAPLES		
						\$7.12	\$7.12
169777	12/20/2018	122	5818520	HOSE & FITTINGS ETC	1 EA 82 SER - M NPTF PIPE RIGID		
						\$2.85	\$2.85

Invoices:

Credit Memos :	4	-2,274.11
\$0 - \$1,000 :	325	100,182.24
\$1,000 - \$10,000 :	144	449,256.39
\$10,000 - \$100,000 :	38	1,232,265.03
Over \$100,000 :	3	813,582.10
Total:	514	2,593,011.65

Checks:

\$0 - \$1,000 :	141	54,790.86
\$1,000 - \$10,000 :	108	360,743.14
\$10,000 - \$100,000 :	42	1,363,895.55
Over \$100,000 :	3	813,582.10
Total:	294	2,593,011.65

Bloomberg Businessweek

Trump's Tariffs Drive Up the Cost of Public Works

December 4, 2018

Duties add about \$1.3 million to the cost of steel for a Detroit river cleanup.

By Mark Niquette



Construction of a wall along the Lower Rouge River's Old Channel at the former Detroit Tar Plant.

Source: Honeywell

If Congress approves a national public-works program next year that Democratic and Republican leaders are proposing, President [Donald Trump](#)'s trade war could inflate the price tag, costing taxpayers and construction companies many millions of dollars.

A three-quarter-mile stretch of Detroit's Lower Rouge River illustrates the problem. Known as the Old Channel, it was [contaminated](#) from decades of industrial-waste

discharges. To clean the waterway, workers are installing a 2,500-foot-long, sheet-pile [bulkhead wall](#) to support the riverbanks. Once that's built, polluted river sediment and debris will be removed starting early next year.

The \$10 million cost of the steel for the wall, imported from China, has risen by about \$1.3 million because of Trump's tariffs, potentially raising the project's overall price, according to the [U.S. Environmental Protection Agency](#). Similar hikes are hitting public-works projects in California, Utah, Virginia, and [other states](#).



A photo from the 1930s looking north along the Old Channel.

Source: EPA

It's unclear how much Trump's tariffs will add to the U.S.'s total repair bill, but for every \$1 spent on highway and bridge construction, 10¢ goes toward steel-related materials, according to the [American Road & Transportation Builders Association](#). Contractors generally have to absorb price increases unless they're working in one of 13 states that allows price escalations in contracts, the association says.

[U.S. Department of Labor](#) data show double-digit price increases for steel-mill products and other construction materials in the past year. The price of U.S. hot-rolled coil, the benchmark for American steel, is up 20 percent in 2018, largely because of the tariffs. The U.S. Midwest aluminum premium, a shipping and handling charge, has more than doubled.

While the EPA is splitting the cost of the Lower Rouge work with [Honeywell International Inc.](#), the inflated price tag could mean higher costs for taxpayers as well as less money for cleaning up the river's main channel and other needed projects, says James Ridgway, executive director of the nonprofit [Alliance of Rouge Communities](#). "It

could throw a monkey wrench in this deal, and it will certainly delay other things that we had hoped we'd get done in the near future," he says.

Besides tariffs, labor shortages, fuel prices, and other factors are also driving up construction costs and creating uncertainty in the bidding process as states and localities aim to build roads, bridges, and other public works that the [American Society of Civil Engineers](#) estimates require an [additional \\$2 trillion by 2025](#).

Some state officials aren't pleased. Washington has been loath to increase infrastructure spending, says Aubrey Layne, Virginia's secretary of finance and a former secretary of transportation. "And then here we are, making the cost of that much higher."

Trump released a [plan](#) in February to generate at least \$1.5 trillion in infrastructure investment over a decade, but it stalled in Congress. Democrats who are taking control of the U.S. House of Representatives in January [are pledging](#) to pursue an infrastructure measure with significant federal spending. Both sides say they think it's something they can do together in 2019.

The president announced duties of 25 percent on steel imports and 10 percent on aluminum in March on national security grounds. Any short-term pain from the duties will be outweighed by better trade deals, he says.

For the \$63.6 million [Old Channel project](#), the higher steel prices for now are being paid by Honeywell, which owns property there. But as the EPA is responsible for 46 percent of the project's cost, any increase in the company's share will also affect the government's final bill, the agency declared in a [public filing](#). Any amount over budget will be paid after a negotiation with Honeywell, the agency said in written responses to questions.



A trench for a series of steel rods called tiebacks, which will connect the main wall (left) to a smaller anchor wall.

Honeywell has petitioned the [U.S. Department of Commerce](#) for an exclusion from tariffs on steel sheeting from China for the project. The company said in a filing the steel was ordered before the tariffs were imposed and that no U.S. producer indicated it was capable of producing the material.

Both [Nucor Corp.](#) and [Gerdau SA](#), a Brazilian steelmaker with plants in the U.S., have objected, saying alternative products are available domestically. Honeywell's request is pending. Spokesmen for Honeywell, Nucor, and Gerdau all declined to comment beyond their public filings.

Other projects are being hit by price increases. In Logan, Utah, the estimated cost to build a [new wastewater treatment plant](#) increased by \$29 million, to \$135 million, in part because of higher steel costs, said Mark Nielsen, senior project engineer.

In Virginia, tariffs are boosting steel costs by as much as 50 percent for some smaller projects, says Layne, but the real concern is the impact duties could have in the next 12 to 18 months on larger ones, such as a \$3.7 billion bridge and tunnel project in the [Hampton Roads](#) area.

Higher steel prices also played a role in bids to extend the Los Angeles County Metro Gold Line light rail coming in hundreds of millions of dollars [above estimates and available funding](#), according to the [Foothill Gold Line Construction Authority](#). While tariffs weren't the only factor, they've raised the cost of several hundred million dollars' worth of steel needed for the project, says Habib Balian, the authority's chief executive officer. — *With Joe Deaux*



Microplastics found in gut of every sea turtle in new study

By Matthew Robinson, CNN

Updated 9:43 AM ET, Wed December 5, 2018



Plastic was found in the gut of every single turtle examined in a new study spanning the Atlantic, Pacific and the Mediterranean.

(CNN) Plastic was found in the gut of every single sea turtle examined in a new study, casting fresh light on the scale of plastic pollution in the world's oceans.

The research, published in the journal [Global Change Biology](#), examined more than 100 sea turtles of all seven species, across the Atlantic, Pacific and Mediterranean.

Researchers from the University of Exeter and Plymouth Marine Laboratory, along with Greenpeace Research Laboratories, looked for synthetic particles including microplastics in the bodies of 102 sea turtles.

More than 800 synthetic particles were found in the turtles and researchers warned that the true number of particles was probably 20 times higher, as only a part of each animal's gut was tested.



Debris removed from the stomach of a green turtle, including plastic, rubber bands, and pieces of balloon

"The ubiquity of the presence of the particles and fibers underlines the gravity of the situation in the oceans and our need to proceed with firm and decisive action on the misuse of plastics," senior study author Brendan Godley, professor of conservation science at the University of Exeter, told CNN in an email.

The researchers carried out their research by conducting necropsies -- animal autopsies -- on turtles that had died either by stranding or by being accidentally caught by fishermen. The study sites were in North Carolina, Northern Cyprus and Queensland, Australia.

Synthetic particles were found in all the animals, and the most common sources of these materials were tires, cigarettes, clothing and marine equipment, including ropes and fishing nets.

"This study provides more evidence that we all need to help reduce the amount of plastic waste released to our seas and maintain clean, healthy and productive oceans for future generations," added Pennie Lindeque, senior scientist at the Plymouth Marine Laboratory, in an email.

David Santillo, from the Greenpeace Research Laboratories at the University of Exeter, said: "The threats to turtles from entanglement in fishing gear and choking on larger pieces of plastic are well known, but the fact that every turtle investigated in this study, across three different oceans, contained microplastics in their guts

reveals yet another, previously hidden, dimension to the problem of plastics pollution."

Lead author Emily Duncan, of the University of Exeter's Centre for Ecology and Conservation, noted that the effects of particle ingestion on turtles are unknown, as microplastics can typically pass through the animals' guts without causing blockages.

It is also not currently understood how the turtles ingest the synthetic particles, added Duncan.

However, she said, further research would be required to determine the subtler effects of microplastic ingestion on aquatic organisms, including the transfer of viruses.

"They may possibly carry contaminants, bacteria or viruses, or they may affect the turtle at a cellular or subcellular level," she said.

Godley said the team are continuing to research young turtles in Australia and are looking at the effects of chemical pollutants on turtles. He noted that one of the possible hidden threats of plastic is the spread of "other chemical toxins through the food chain."

The highest rate of contamination was found in the Mediterranean, but the researchers acknowledged that the study's sample sizes and methodology did not allow for detailed geographical comparisons.

It is currently estimated that between 4.8 million and 12.7 million tons of plastic waste could be entering the world's oceans every year, which is contributing to an estimated five trillion pieces of plastic in surface waters, the study says.

Dilyana Mihaylova, marine plastics projects manager at conservation charity Fauna & Flora International, told CNN that the findings are "not a surprise."

"Microplastic pollution is widespread in the ocean and when animals eat these plastics the chemicals released from them can cause serious harm," said Mihaylova, who was not involved in the study. "Knowing where the plastic is coming from is critical in stopping its flow into the ocean in the first place."

Around East County: Don't believe any wipes 'flushable,' agencies warn

In the end, we all end up paying hidden cost



At least one of Ironhouse Sanitary District's pump stations is pulled offline and cleaned of wipes, as seen above, each week to prevent sewer overflows in the streets. Other districts have similar issues throughout their systems.

By Roni Gehlke | Correspondent

PUBLISHED: December 9, 2018 at 5:00 am | UPDATED: December 10, 2018 at 4:29 am

As with many products, the convenience of today can be the bane of tomorrow. Case in point: disposable wipes. They may be "flushable," but sometimes they don't get too far. That's the message that several East Contra Costa County sanitary agencies have banded together to send to local residents.

The two-month campaign is aimed at local residents who are taking advantage of the increased availability of personal hygiene wipes touted as "flushable" on their labels. The agencies contend that these wipes may indeed be flushable but are unfortunately getting clogged in sewer pipes and plants throughout East County.

"Most people are led to believe that disposable wipes are safe to flush down the toilet, but this is not the case. During the sanitation process, it creates clogging

problems in our system, and this means higher costs to our ratepayers,” said Mike Casey, the town of Discovery Bay’s general manager. “Regardless of the type of wipe, trashing instead of flushing is a win-win for everybody.”

The agencies involved include the town of Discovery Bay, the Byron Sanitary District, the city of Brentwood, Ironhouse Sanitary District (Oakley and Bethel Island) and Delta Diablo (Antioch, Pittsburg, Bay Point). The advertisements are running on the back of Tri-Delta Transit buses, in newspapers, social media and are even playing on theater screens.

The message reads “No wipes in the pipes — only toilet paper down the toilet,” and the picture in the ad shows a hand holding a wipe over a trash can.

“We aren’t asking people to stop using personal hygiene wipes,” said Casey Wichert, wastewater operations manager for the city of Brentwood. “We’re only asking that you don’t flush them but rather throw them in the trash.”

Despite the problems and outcry from wastewater agencies across the nation, the personal hygiene disposable wipes industry is a multibillion-dollar market and is still growing, according to a recent wastewater industry report. People are particularly averse to disposing of personal hygiene wipes in bathroom trash cans, which is understandable, but it needs to change, Wichert says.

“People tend to flush everything that will clear the toilet,” he said. “All of which contributes to clogs.”

So if you use disposable wipes, put them in a garbage can or use a covered diaper pail to store them until the trash is picked up. Because in the end, we all end up paying the hidden cost of “flushable” wipes.