



BOARD MEETING AGENDA
Monday, October 28, 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. Salute to the Flag.

3. Roll Call.

- Motion 4. Approve Minutes of the Board Meeting of October 14, 2019.

- Motion 5. Approve Minutes of the Board Workshop of October 15, 2019.

- Information 6. Operations Report
 - a) September 2019 Monthly Operations Report *(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).*
 - b) Fiscal Year 2020 1st Quarter Managed Investment Portfolio Report *(to be reviewed by the Budget & Finance Committee).*

7. Written Communications.

8. Public Comment.

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.

- Motion 9. Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8229 – Apex (formerly known as Mission Stevenson), Located at Mission Boulevard and Stevenson Boulevard, in the City of Fremont *(to be reviewed by the Legal/Community Affairs Committee).*

- Motion 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with West Yost Associates for the Gravity Sewer Rehabilitation/Replacement Project – Phase VII *(to be reviewed by the Engineering and Information Technology Committee).*

- Motion 11. Authorize the General Manager to Execute Task Order No. 3 with Carollo Engineers, Inc. for the Alvarado Influent Pump Station Improvements Project *(to be reviewed by the Engineering and Information Technology Committee).*

- Motion 12. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Tanner Pacific, Inc. for the Alvarado Influent Pump Station Improvements Project and the Headworks Screens Replacement Project *(to be reviewed by the Engineering and Information Technology Committee)*.
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- Motion 13. Consider Third Amended and Restated Employment Agreement between Union Sanitary District and Paul R. Eldredge.
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- Direction 14. ETSU Operational Budget *(to be reviewed by the Budget & Finance Committee)*.
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- Information 15. Legislative Update on Regional Issues of Interest to the Board *(to be reviewed by the Legislative Committee)*.
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- Information 16. Cal-Card, First Quarter Fiscal Year 2020 *(to be reviewed by the Budget & Finance Committee)*.
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- Information 17. Boardmember Expenses, First Quarter Fiscal Year 2020 *(to be reviewed by the Budget & Finance Committee)*.
-
- Information 18. Report on the East Bay Dischargers Authority (EBDA) Meeting of September 19, 2019.
-
- Information 19. Check Register.
-
- Information 20. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Engineering and Information Technology Committee – Wednesday, October 23, 2019, at 10:00 a.m.
 - Director Toy and Director Fernandez
 - b. Budget & Finance Committee – Thursday, October 24, 2019, at 11:30 a.m.
 - Director Kite and Director Lathi
 - c. Legal/Community Affairs Committee – Thursday, October 24, 2019, at 12:00 p.m.
 - Director Fernandez and Director Handley
 - d. Legislative Committee – Friday, October 25, 2019, at 3:00 p.m.
 - Director Handley and Director Kite
 - e. Personnel Committee – will not meet.
 - f. Audit Committee – will not meet.
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- Information 21. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
-
22. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
23. Adjournment – The Board will adjourn to the next Regular Board Meeting in the Boardroom on Monday, November 11, 2019, at 7:00 p.m.
-

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.



**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Toy and Director Fernandez

AGENDA

Wednesday, October 23, 2019

10:00 A.M.

**Alvarado Conference Room
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. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 28, 2019:

- Authorize the General Manager to Execute an Agreement and Task Order No. 1 with West Yost Associates for the Gravity Sewer Rehabilitation/Replacement Project – Phase VII
 - Authorize the General Manager to Execute Task Order No. 3 with Carollo Engineers, Inc. for the Alvarado Influent Pump Station Improvements Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Tanner Pacific, Inc. for the Alvarado Influent Pump Station Improvements Project and the Headworks Screens Replacement Project
-

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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REVISED



BUDGET & FINANCE COMMITTEE MEETING

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

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

AGENDA

**Thursday, October 24, 2019
11:30 A.M.**

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

1. Call to Order

2. Roll Call

3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 28, 2019:
 - Operations Report
 - a) September 2019 Monthly Operations Report
 - b) Fiscal Year 2020 1st Quarter Managed Investment Portfolio Report
 - ETSU Operational Budget
 - Cal-Card, First Quarter Fiscal Year 2020
 - Boardmember Expenses, First Quarter Fiscal Year 2020

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Thursday, October 24, 2019
12:00 P.M.

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

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

1. Call to Order

2. Roll Call

3. Public Comment
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4. Items to be reviewed for the Regular Board meeting of October 28, 2019:
 - Operations Report
 - a) September 2019 Monthly Operations Report
 - Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8229 – Apex (formerly known as Mission Stevenson), Located at Mission Boulevard and Stevenson Boulevard, in the City of Fremont

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 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.



LEGISLATIVE COMMITTEE MEETING
Committee Members: Director Kite and Director Handley

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Friday, October 25, 2019
3:00 P.M.

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

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 28, 2019:

- Legislative Update on Regional 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 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.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
October 14, 2019**

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment and Disposal Services Manager
James Schofield, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Laurie Brenner, Business Services Coach
Mike Marzano, Environmental Health and Safety Program Manager
Gene Boucher, Human Resources Manager
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk
May Bautista, Administrative Specialist

VISITORS:
Molly Morse, Mango Materials
Allison Pieja, Mango Materials
Anne-Schauer-Gimenez, Mango Materials

APPROVE MINUTES OF THE BOARD MEETING OF SEPTEMBER 23, 2019

It was moved by Director Lathi, seconded by Secretary Kite, to Approve Minutes of the Board Meeting of September 23, 2019. Motion carried unanimously.

APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF SEPTEMBER 24, 2019

It was moved by Vice President Handley, seconded by Director Fernandez, to Approve Minutes of the Special Board Meeting of September 24, 2019. Motion carried unanimously.

APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF OCTOBER 1, 2019

It was moved by Director Lathi, seconded by Secretary Kite, to Approve Minutes of the Special Board Meeting of October 1, 2019. Motion carried unanimously.

APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF OCTOBER 7, 2019

It was moved by Director Fernandez, seconded by Vice President Handley, to Approve Minutes of the Special Board Meeting of October 7, 2019. Motion carried unanimously.

AUGUST 2019 MONTHLY OPERATIONS REPORT

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided details regarding one odor report, and an overview of the August 2019 Monthly Operations Report included in the Board meeting packet. Business Services Coach Brenner provided an overview of the financial reports included in the Board packet. Staff responded to Boardmember questions regarding the Monthly Operations Report.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

GENERAL DISTRICT ELECTION:

(A) CONSIDER A RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON TUESDAY, MARCH 3, 2020, FOR THE PURPOSE OF ELECTING THREE DIRECTORS; AND

(B) CONSIDER A RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON MARCH 3, 2020, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020

This item was reviewed by the Personnel Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Alameda County will conduct its statewide direct primary election on March 3, 2020, and it is customary to consolidate the District's general election with the primary election. In 2020, the terms of one seat from Ward 1 (Union City), one seat from Ward 2 (Newark), and one seat from Ward 3 (Fremont) will expire. The filing period for candidates for the three District Board of Directors positions runs from November 11, 2019, to and including December 6, 2019. Following adoption of the

proposed resolutions, a notice of consolidation must be filed with the Registrar of Voters. Staff recommended the Board adopt the proposed resolutions.

It was moved by Vice President Handley, seconded by Director Kite, to Adopt Resolution No. 2865 Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on Tuesday, March 3, 2020, for the Purpose of Electing Three Directors. Motion carried unanimously.

It was moved by Director Fernandez, seconded by Director Lathi, to Adopt Resolution No. 2866 Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Statewide Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on March 3, 2020. Motion carried unanimously.

DISCUSS PROPOSED REVISIONS TO POLICY 3070, BOARDMEMBER OFFICERS AND COMMITTEE MEMBERSHIP

This item was reviewed by the Legal/Community Affairs Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Policy No. 3070, Boardmember Officers and Committee Membership, provide direction on how the Board selects officers and appoints internal and external committee members. The timing of officer selection and committee appointments currently reflects a June election date. Now that the state-wide primary election will be held in March, staff has prepared this item to seek Board direction before revising Policy 3070. Staff recommended that the Policy be amended to state that the election of Board Officers be held annually. In election years, the election of Board Officers would be conducted at the first regular meeting, following the certification of Board election results and in non-election years, Board Officers will be selected twelve months after they have been selected the year prior. These revisions do not include a specific month in the event the State alters the primary election schedule again in the future. With internal committee appointments, staff is recommending the policy be revised to simply state that the informational item on committee appointments be agenized at the next regular meeting following the selection of the Board Officers. For external committee assignments, the policy states assignments are made no later than the first regularly scheduled meeting in May. With the change in election date, staff recommends that the policy provide that external committee assignments be agenized and selected at the same meeting as the informational report on internal committees. Option A is for selected members to immediately take on their new role in external committees; or Option B is for the assignments to begin on July 1, except in the event that the assignment would be vacant and requires an immediate replacement.

Staff will revise the Policy 3070 to reflect internal committee appointments be agenized at the next regular meeting following the selection of the Board Officers. For External Committees, to reflect Option B. The Board may choose to follow a rotation of officers. Should the EBDA representative no longer on the Board, a new person will be appointed. Staff will draft the Policy and present at a future Board meeting for consideration.

CONSIDER APPROVAL OF A LICENSE AGREEMENT BETWEEN UNION SANITARY DISTRICT AND MANGO MATERIALS

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated that this was a License Agreement between the District and Mango Materials, where they produce plastics from biogas and methane. General Manager Eldredge introduced Molly Morse, Allison Pieja, and Anne-Schauer-Gimenez, from Mango Materials, then provided background on the Agreement. Mango Materials approached the District a few years ago and at the time, the District was unable to accommodate the request. Mango Materials then moved across the bay to Silicon Valley Clean Water for a number of years but that site was no longer viable due to reasons beyond their control. They recently reached out to the District again a few months ago about obtaining the use of District property for a project to produce bioproducts from biogas. General Manager Eldredge acknowledged that the District is currently undertaking several large capital initiatives in addition to the already ambitious capital programs, EBDA negotiations, succession planning and daily operations, to name a few. It would have been completely justifiable to pass on this concept. Staff and Mango Materials have done a commendable job working through the challenges in a way that was acceptable to all parties. The details of the license agreement included in the Board packet and has been vetted by both attorneys. The proposed license agreement provides Mango Materials the opportunity to construct and operate at the District. Approval of the License Agreement does not ensure that Mango Materials will proceed with its proposed project. Molly shared a brief presentation on their product, processes, and proposed site layout at the District. Staff recommended to approve and authorize the execution of a License Agreement between the District and Mango Materials, subject to minor revisions that may be approved by the General Manager and General Counsel.

It was moved by Director Lathi, seconded by Vice President Handley, to Approve and Authorize the Execution of a License Agreement between the District and Mango Materials.

CONSIDER A RESOLUTION TO ALLOW UNION SANITARY DISTRICT TO JOIN THE CSAC (CALIFORNIA STATE ASSOCIATION OF COUNTIES) EXCESS INSURANCE AUTHORITY

This item was reviewed by the Personnel Committee. Human Resources Manager Boucher stated that the resolution was to allow the District to join the CSAC Excess Insurance Authority, A Joint Powers Authority, for the sole purpose of finding cost effective insurance solutions and risk management services for its members, which include 55 counties in California. By bringing our Vision insurance (VSP) to Alliant we can ease the administration of services by having one provider instead of two. In addition, by moving our self-insured Dental Plan and Vision Service plan into the CSAC Excess Insurance Authority we can also save additional District costs in providing these benefits to our employees by going into this pool. Staff recommended to approve a resolution allowing the District to join the CSAC Excess Insurance Authority for dental and vision insurance.

It was moved by Director Lathi, seconded by Director Fernandez, to Adopt Resolution No. 2867 Allowing the District to Join the Excess Insurance Authority (CSAC) for Dental and Vision Insurance. Motion carried unanimously.

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8098 – GLASS BAY, LOCATED AT 8400 ENTERPRISE DRIVE, IN THE CITY OF NEWARK

This was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated the developer, TH-HW Newark, LLC, is constructing 216 single-family dwellings for Tract 8098, located at 8400 Enterprise Drive, in the city of Newark. The roadways have been designated as private streets by the City of Newark. TH-HW Newark, LLC, has constructed the new 8-inch sewer mains and has 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. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark.

It was moved by Vice President Handley, seconded by Director Kite, to Adopt Resolution No. 2868 to Accept a Sanitary Sewer Easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark. Motion carried unanimously.

AWARD THE CONSTRUCTION CONTRACT FOR THE ALVARADO INFLUENT PUMP STATION IMPROVEMENTS PROJECT TO KIEWIT INFRASTRUCTURE WEST CO.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Project will include replacement of the pumps, piping, various frequency drives, electric switchboard, gate valves, and strengthening connections. Staff advertised the Project for bids in July, and the two bids received were opened September 26, 2019. The Engineer's estimate for the Base Bid and all Bid Alternates (Total Contract Price) was \$11.35 million. Detailed results were presented in the Board meeting packet. Because of the high number and value of the bid alternates in the Project and to encourage bidders submit actual bid values for the base bid and bid alternates, staff implemented a new blind bid process under the guidance of legal counsel. The determination of the apparent lowest bidder would be based upon an evaluation of the Base Bid and Bid Alternates. The summary of the blind bid opening process is listed in the Board meeting packet. Kiewit's apparent low bid of the Total Contract Price is 22.7% lower than the Engineer's Estimate. Because Kiewit's bid for the Total Contract Price is significantly lower than the Engineer's Estimate, staff recommended awarding the entire Project scope. The contractor will have 730 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in October 2021. Staff will hire a consultant to provide construction management and inspection services for the Project. Staff recommended the Board award the construction contract, including Bid Alternates A through F, for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660.

It was moved by Director Fernandez, seconded by Director Kite, to Award the Construction Contract for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660. Motion carried unanimously.

AWARD THE CONSTRUCTION CONTRACT FOR THE CALCIUM THIOSULFATE CHEMICAL TANK PROJECT TO D.W. NICHOLSON CORPORATION

This item was reviewed by the Engineering and Information Technology Committee. The purpose of this Project is to construct a dechlorination chemical storage and dosing system to handle possibly higher and more frequent final effluent discharges to the Old Alameda Creek. This facility will be constructed in two phases. In Phase 1, a larger chemical storage tank and concrete pad will be constructed for use with the current dechlorination pump and piping system during the wet weather season of 2019-20. In Phase 2, new pumps, piping, electrical, and instrumentation will be constructed for a complete and more functional dechlorination chemical storage and dosing system. Staff advertised the Project for bids in September, and the two bids received were opened on October 1, 2019. The Engineer's estimate for the Base Bid and Bid Alternate A (Total Contract Price) was \$180,000. D. W. Nicholson Corporation (DWN) submitted the lowest bid with a total bid amount of \$257,000, approximately 42.8% higher than the Engineer's Estimate. The cost of materials came in higher because the electrical underground boxes and the installation of the tank and underground piping work will be more labor intensive than initially estimated. The Project's construction period will be 75 calendar days with an estimated completion in December 2019. Staff will provide construction management and inspection services.

It was moved by Director Kite, seconded by Director Fernandez, to Award the Construction Contract for the Calcium Thiosulfate Chemical Tank Project to D.W. Nicholson Corporation in the amount of \$257,000. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 3 WITH WOODARD & CURRAN, INC. FOR THE HEADWORKS SCREEN NO. 3 PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated this Task Order No. 3 with Woodard & Curran, Inc. (W&C) in the amount of \$74,453 is to provide engineering services during construction for the Headworks Screen No. 3 Project. The scope of work was included in the Board meeting packet. An Agreement and Task Order No. 1 was executed October 31, 2017, for predesign services for the Headworks Screen No. 3 Project. Task Order No. 2 covered the final design services for the Project. The task order's total not-to-exceed amount is 4.1 percent of the construction contract. Staff recommended the Board authorize the General Manager to Execute Task Order No. 2 with Woodard and Curran, Inc. in the amount of \$74,453.

It was moved by Vice President Handley, seconded by Director Lathi, to Authorize the General Manager to Execute Task Order No. 3 with Woodard & Curran, Inc. for the Headworks Screen No. 3 Project in the amount of \$74,453. Motion carried unanimously.

CONSIDER A RESOLUTION TO ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AND APPROVE THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AS DEFINED IN THE MITIGATED NEGATIVE DECLARATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated on March 11, 2019, a public hearing was held during the Board meeting to allow for public comment. Staff did not receive any comments during the public hearing. During the review period, staff received four comment letters, which were all addressed in the Mitigated Negative Declaration. The Project was identified from a study completed in 2016 to evaluate the condition of the Plant's current standby power system. The study concluded that the current standby generator equipment, generator control systems, and electrical switchgear equipment are outdated, unreliable, and difficult to maintain due to the age and obsolescence of the equipment and systems. The scope of work was included in the Board meeting packet. Pursuant to the California Environmental Quality Act, the consultant analyzed the Project's potential impact with respect to various environmental factors and required mitigation measures to be included in the Project to mitigate impacts to the environment. The Initial Study concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. Accordingly, it has been determined that a Mitigated Negative Declaration is appropriate for the Project.

It was moved by Director Lathi seconded by Vice President Handley, to Adopt Resolution No. 2869 to Adopt the Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project and Approve the Standby Power Generation System Upgrade Project as Defined in the Mitigated Negative Declaration. Motion carried unanimously.

INFORMATION ITEMS:

Check Register

Staff responded to Boardmember questions regarding the Check Register.

COMMITTEE MEETING REPORTS:

The Engineering and Information Technology, Budget and Finance, Legal/Community Affairs, and Personnel Committee met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- Sent letters to Congressman Swalwell, Congressman Ro Khanna and Senate Leaders regarding the Water Resources Development Act (WRDA) bill that may go forward.
- The District hosted the East Bay Discharges Authority (EBDA) Commission workshop last week. The plan is for the Commission to consider a final agreement at a special EBDA meeting on October 29, 2019. If approved, it will go to individual agencies for consideration.

OTHER BUSINESS:

President Toy stated she attended the Alameda County Special District's Association meeting hosted by East Bay Regional Park District on September 11, 2019.

ADJOURNMENT:

The meeting was adjourned at 8:03 p.m. to a Board Workshop in the Mission Conference Room on Tuesday, October 15, 2019, at 6:00 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, October 28, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

MAY BAUTISTA
ADMINISTRATIVE SPECIALIST

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 28th day of October 2019

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
October 15, 2019**

CALL TO ORDER

President Toy 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
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

GUESTS: Gimena Pena-Malcampo, Pier 2 Marketing
Glenn R. Duncan, Pier 2 Marketing

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

Communications and Intergovernmental Relations Coordinator Powell and Executive Assistant to the General Manager/Board Clerk McEvoy presented rebranding concepts developed by Pier 2 Marketing.

ADJOURNMENT:

The special meeting was adjourned at approximately 7:05 p.m. to the next Regular Meeting in the Boardroom on Monday, October 28, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 28th day of October, 2019



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 6A**

TITLE: Monthly Operations Report for September 2019 *(This is an Information Item)*

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

Recommendation

Information only.

Previous Board Action

None

Background

Attached are Monthly Operations Reports for September 2019. 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 September 2019, there was two odor complaint received by the Collection System.

SAFETY

- There were no new injuries during September. We have one employee off work because of a previous injury in 2016. We are working to resolve the care the employee needs.
- We had damage to 3 vehicles from employee errors and lack of attention.
- The Union City Environmental programs completed a Hazardous Materials inspection of the treatment plant. No violations were identified.
- We completed interviews and the new Environmental Health and Safety Program Manager started at the end of the month.
- Our Workers' comp administrator, YORK Risk Services, was purchased by Sedgwick Claims Management.

STAFFING & PERSONNEL:

Completed Recruitments Resulting in Promotions:

- Enhanced Treatment & Site Upgrade Program Manager – Limited Duration – Ric Pipkin effective 9/15/19.
- Enhanced Treatment & Site Upgrade Assistant Program Manager – Limited Duration – Curtis Bosick effective 9/15/19.
- Environmental Health and Safety Program Manager – Art Diosdado effective 9/30/19.

Other Completed Recruitments:

- Accounting Technician I/II (replacement for Nina Narvaez – resignation effective 7/11/19.) Denise Blanco DOH 10/7/19.

Recruitments Opened:

- Administrative Support Specialist I – Collection Services (replacement for Paulette Roberson – retirement effective 12/27/19.
- Assistant/Associate Engineer – Limited Duration (replacement for Curtis Bosick – promotion).
- Coach, Wastewater Plant Operations – Limited Duration (replacement for Ric Pipkin – promotion).

Continuing Recruitments:

- None.

Separations:

- None.

Other Accomplishments:

- Office Ergonomics training held for all District employees.
- HR Analyst attended Workers Compensation Legal Overview presented by CalGovHR in Oakland.

- HR Policy Review Training held for six new employees.
- District Employee Recognition BBQ held.
- Leadership School held “Transitioning to Management” Panel Discussion.
- CalPERS Health Care Open Enrollment period began 9/9/19 and closes 10/4/19.
- Human Resources attended the quarterly Special Districts Human Resources Group meeting at CVSan.

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

- Attended Multiple EBDA JPA Discussions & Meetings
- Participated in the District Employee Recognition/Appreciation BBQ
- Participated in the Districts Blood Drive
- Attended the EBDA Commission Meeting
- Met with Contra Costa Water Districts General Manager to Discuss Bay Area Water Resiliency.

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 September 2019

During the recording period from September 01, 2019 through September 30, 2019, there was one odor related service requests received by Collection Services.

City: Fremont

1. Complaint Details:

<i>Date:</i> 9/25/2019	<i>Time:</i> 11:59 am
<i>Location:</i> MAIN ST	<i>Reported By:</i> Jennifer Benassi
<i>Wind (from):</i> North	<i>Wind Speed:</i> 5 mph
<i>Temperature:</i> 91 Degrees F	<i>Weather:</i> Sunny

Response and Follow-up:

We inspected the manholes in the area. We found the odor coming from the planter bed due to over irrigation in the apartment complex. We shared our findings with the reporting party and recommended she contact the apartment complex management.

Treatment Plant (Union City)

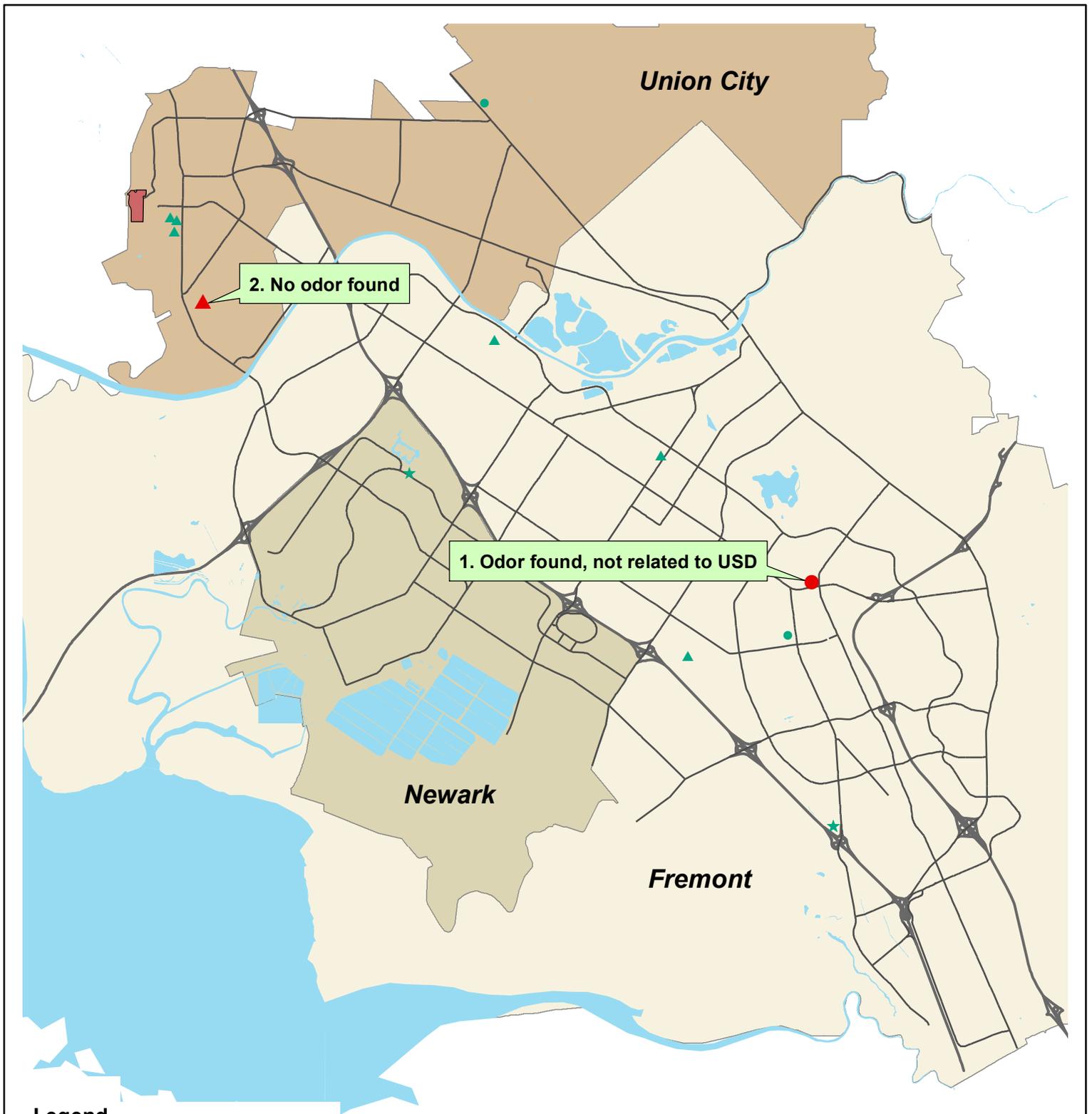
During the recording period from September 01, 2019 through September 30, 2019, there was one odor related service request received by the Treatment Plant.

1. Complaint Details:

<i>Date:</i> 9/26/2019	<i>Time:</i> 9:20 pm
<i>Location:</i> NANCY CT	<i>Reported By:</i> Bob Silva
<i>Wind (from):</i> South West	<i>Wind Speed:</i> 8.3 mph
<i>Temperature:</i> 71 Degrees F	<i>Weather:</i> Clear
<i>Tide Information:</i>	
<i>High Tide Reading:</i> 6.6 FT/Time	<i>Low Tide Reading:</i> .5 Ft/Time
<i>High Tide Time:</i> 11:22 PM	<i>Low Tide Time:</i> 6:37 PM

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?* Yes
 - *If yes, what odors were found?* Faint odors were detected in the Plant and identified as the Bay, the gravity thickeners, the primary clarifiers, and neighboring livestock. There were no correlating odors detected in the vicinity of the address in question, and the wind direction at the time of the complaint was blowing any possible odors from the plant away from the resident's home. The plant odor scrubber system was functioning properly, but some of the odor scrubber units were adjusted to increase the hypochlorite dosing. A TPO Coach called the resident to update them on what was found.
- *Additional Information:* There was no odor detected on Nancy Ct. However, a strong Bay smell was detected at Dyer St. and Union City Blvd. The resident's home is two miles south of the Plant.



Legend

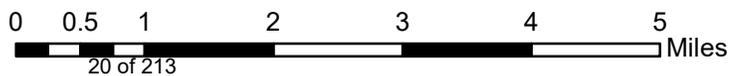
Odor Complaints: September 2019

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

Odor Complaints: Oct. 2018 to Aug. 2019

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

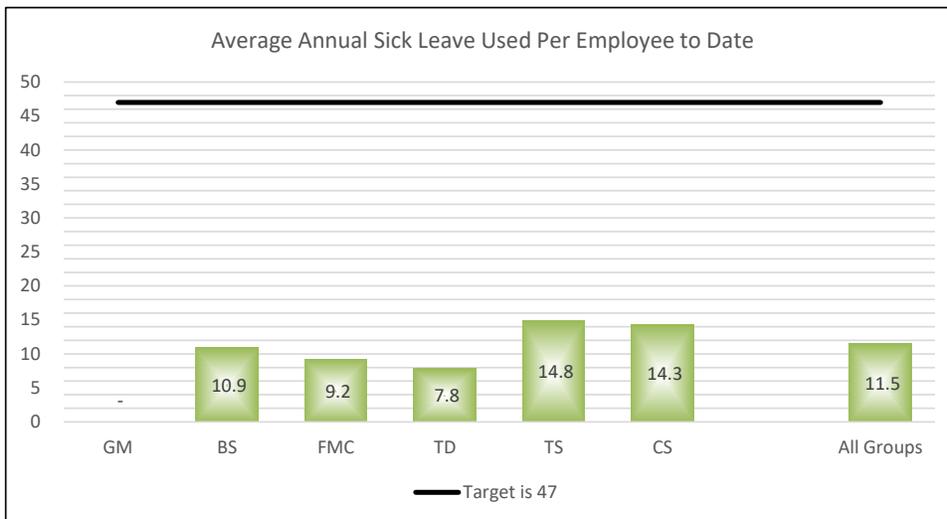
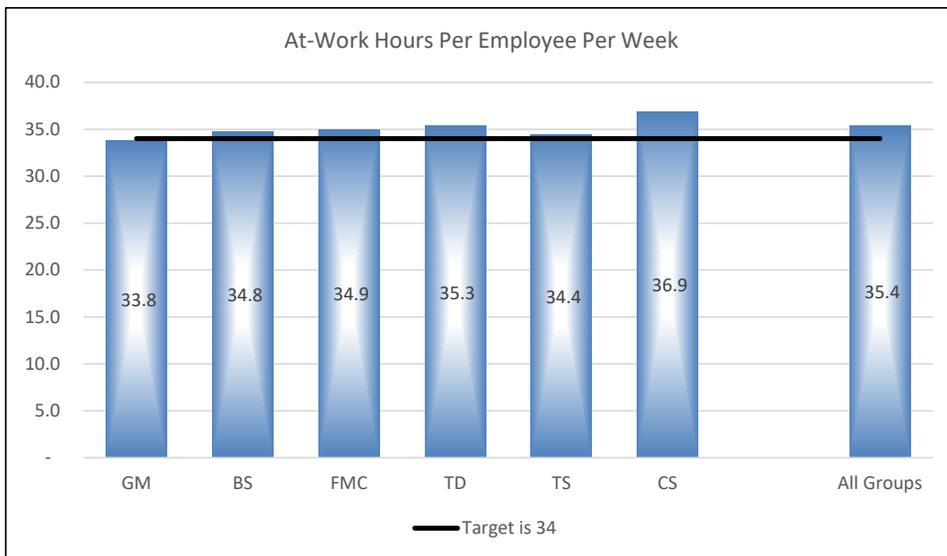
**Location of Odor Reports
October 2018 to September 2019**



HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 27, 2019 through September 18, 2019

Weeks to Date: 12 out of 52 (23.08%)



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 27, 2019 through September 18, 2019

Weeks to Date: 12 out of 52 (23.08%)

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	FY19		
		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	800.00	2.00	33.8	160.00	-	-	-	0.0	2	34.8	38.5
BS	17	6,912.43	92.33	34.8	1,022.46	-	-	185.11	10.9	16	35.5	41.1
FMC	28	11,458.35	136.33	34.9	1,696.98	20.87	-	257.80	9.2	28	34.5	39.3
TD	26	10,791.00	98.50	35.3	1,657.48	-	-	203.52	7.8	26	35.4	35.2
TS	33	13,399.47	56.00	34.4	1,610.99	80.50	-	489.81	14.8	32	34.6	46.2
CS	31	12,682.59	867.78	36.9	1,645.94	78.63	22.00	444.84	14.3	30	36.1	59.3
All Groups	137	56,194.84	1,252.94	35.4	7,793.85	180.00	22.00	1,581.08	11.5	134	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 2020

Year-to-date as of 9/30/2019

25% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Unaudited Last Year Actuals 6/30/19
Capacity Fees	\$ 13,567,000	\$ 2,891,304	21%	\$ 16,158,027
Sewer Service Charges	60,099,000	3,650,472	6%	54,522,310
Operating (Work Groups)	1,283,500	182,428	14%	1,221,357
Interest	1,350,000	825,923	61%	2,643,095
Misc. (LAVWMA, Forfeited Deposits)	512,000	6,478	1%	956,260
Subtotal Revenues	\$ 76,811,500	\$ 7,556,605	10%	\$ 75,501,050
SRF Loan Proceeds	-	-		-
Total Revenues + SRF Proceeds	\$ 76,811,500	\$ 7,556,605	10%	\$ 75,501,050

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 7,600,500	\$ 114,801	2%	\$ 1,736,483
Renewal & Repl. Proj.	12,132,000	150,497	1%	4,387,833
Operating (includes fund 85)	42,205,365	9,043,402	21%	36,053,824
Special Projects	4,354,600	173,972	4%	772,658
Retiree Medical (ADC)	1,375,000	341,844	25%	1,333,416
Vehicle & Equipment	153,050	6,396	4%	725,877
Information Systems	857,700	139,589	16%	629,584
Plant & Pump Stat. R&R	250,000	-	0%	302,969
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	109,000	-	0%	108,344
Debt Servicing:				
SRF Loans	3,902,080	1,319,228	34%	3,902,110
Total Expenses	\$ 72,939,295	\$ 11,289,727	15%	\$ 49,953,099
Total Revenue & Proceeds less Expenses	\$ 3,872,205	\$ (3,733,122)		25,547,951

Operating (Work Group) Expenses

	Budget	Actual	% of Budget Used	Unaudited Last Year Actuals
Board of Directors	\$ 179,176	\$ 28,785	16%	\$ 134,672
General Manager/Admin.	1,066,367	165,459	16%	765,753
Business Services	4,342,141	783,869	18%	3,257,883
Collection Services	7,316,485	1,508,305	21%	6,544,180
Technical Services	6,639,720	1,447,292	22%	6,031,713
Treatment & Disposal Services	12,913,507	2,984,125	23%	10,678,104
Fabrication, Maint. & Construction	8,837,463	1,809,903	20%	8,064,297
Non-Departmental	910,506	315,662	35%	577,223
Total	\$ 42,205,365	\$ 9,043,402	21%	\$ 36,053,824

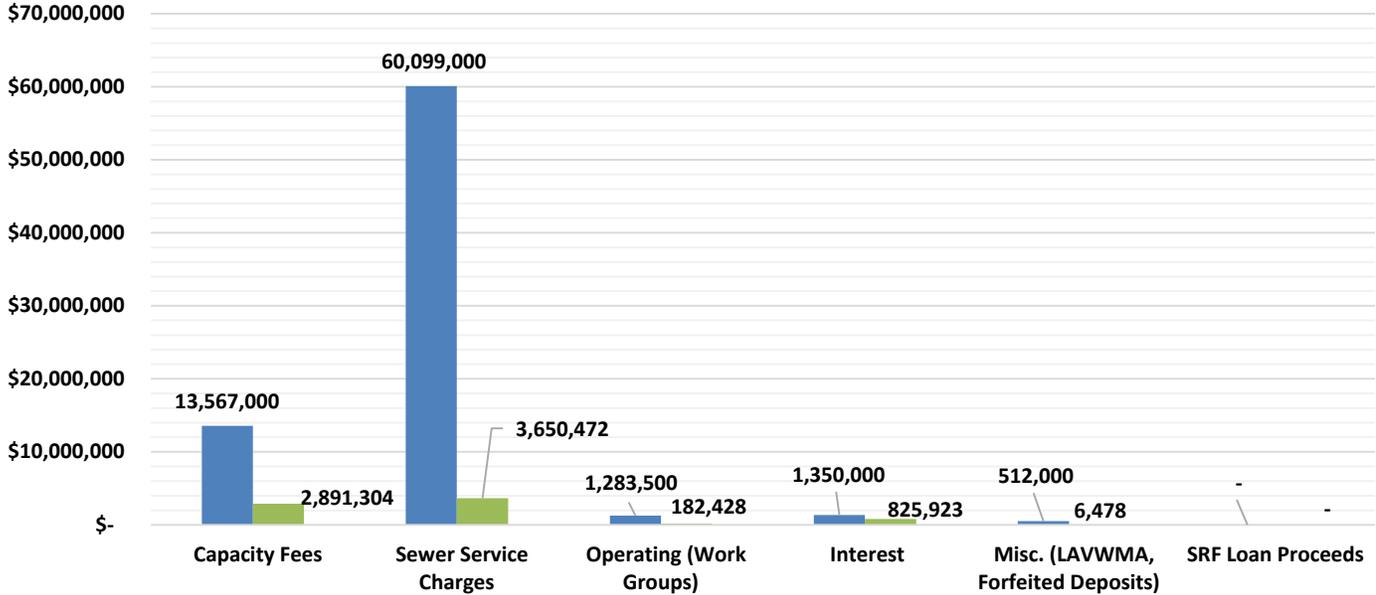
Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 28,878,209	\$ 6,132,891	21%	\$ 25,360,040
Repairs & Maintenance	2,256,400	460,717	20%	2,256,010
Supplies & Matls (chemicals, small tools)	3,351,150	582,591	17%	2,599,242
Outside Services (utilities, biosolids, legal)	7,489,606	1,854,210	25%	5,759,770
Fixed Assets	230,000	12,993	6%	78,762
Total	\$ 42,205,365	\$ 9,043,402	21%	\$ 36,053,824

REVENUES AND EXPENSES REPORT
as of 9/30/19

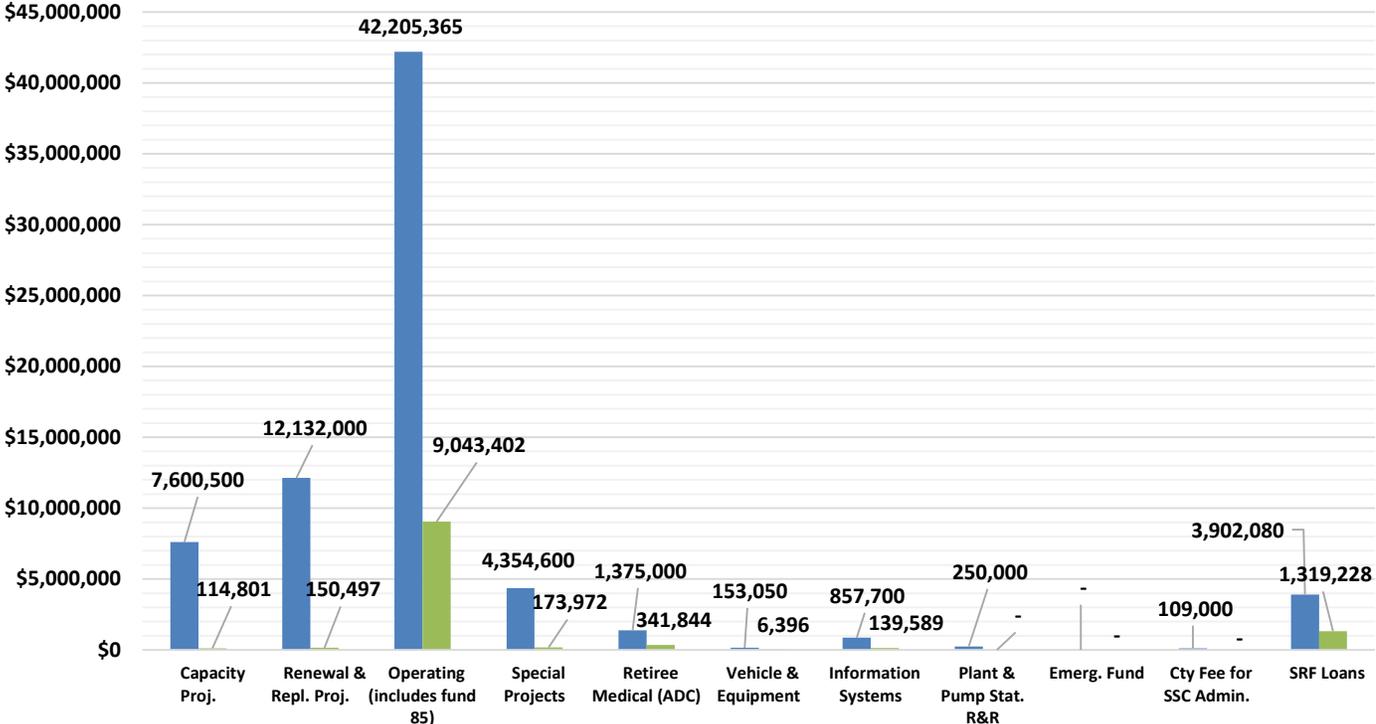
Total Revenues

■ Budget ■ Actual



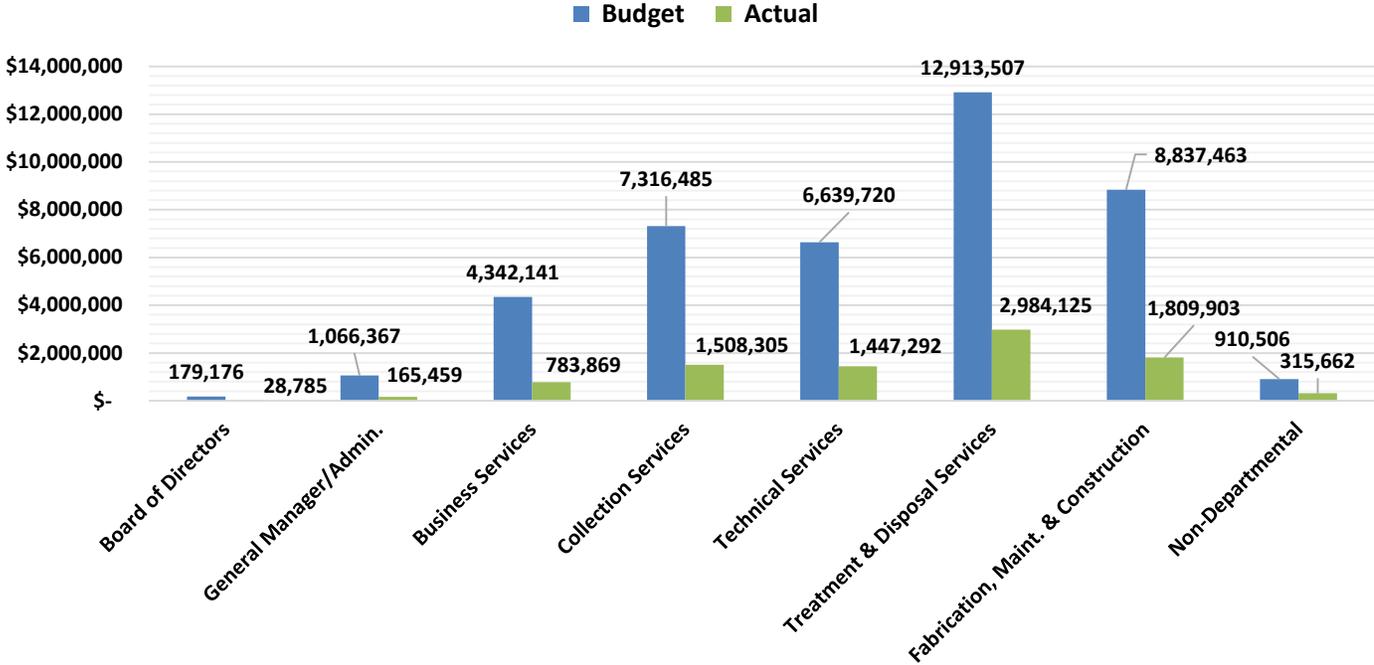
Total Expenses

■ Budget ■ Actual

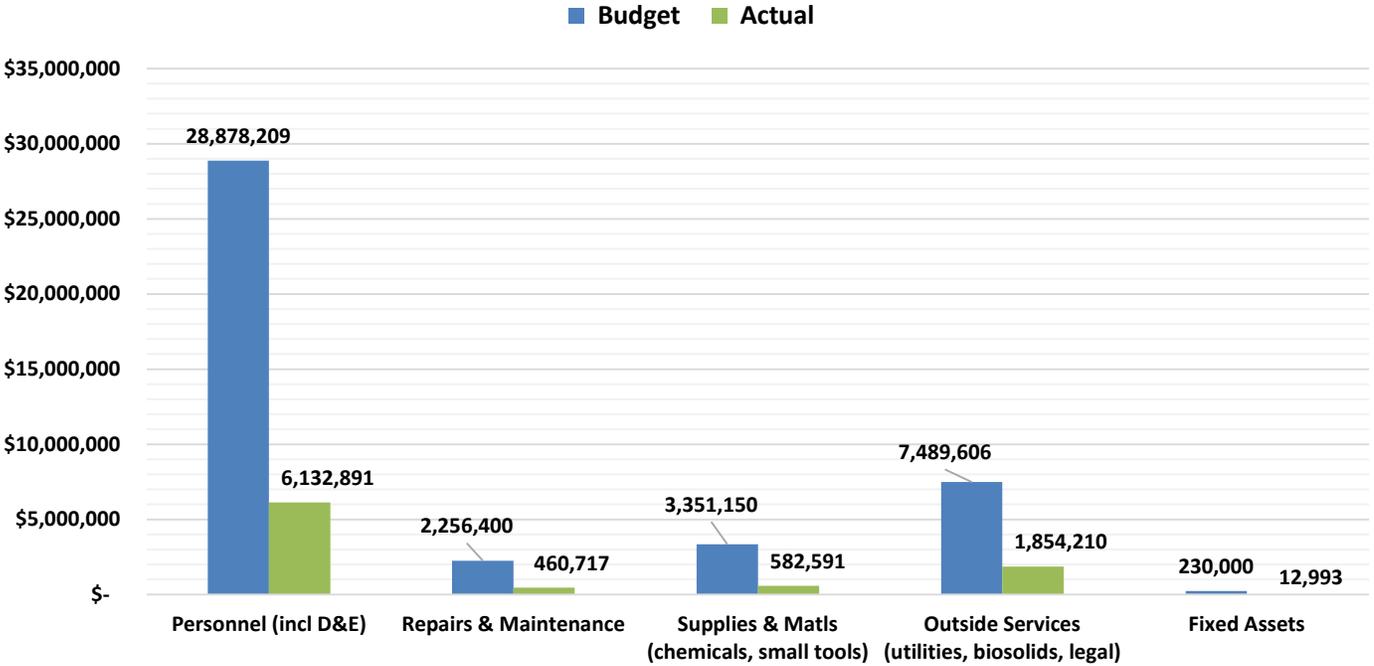


REVENUES AND EXPENSES REPORT
as of 9/30/19

Operating Expenses by Work Group



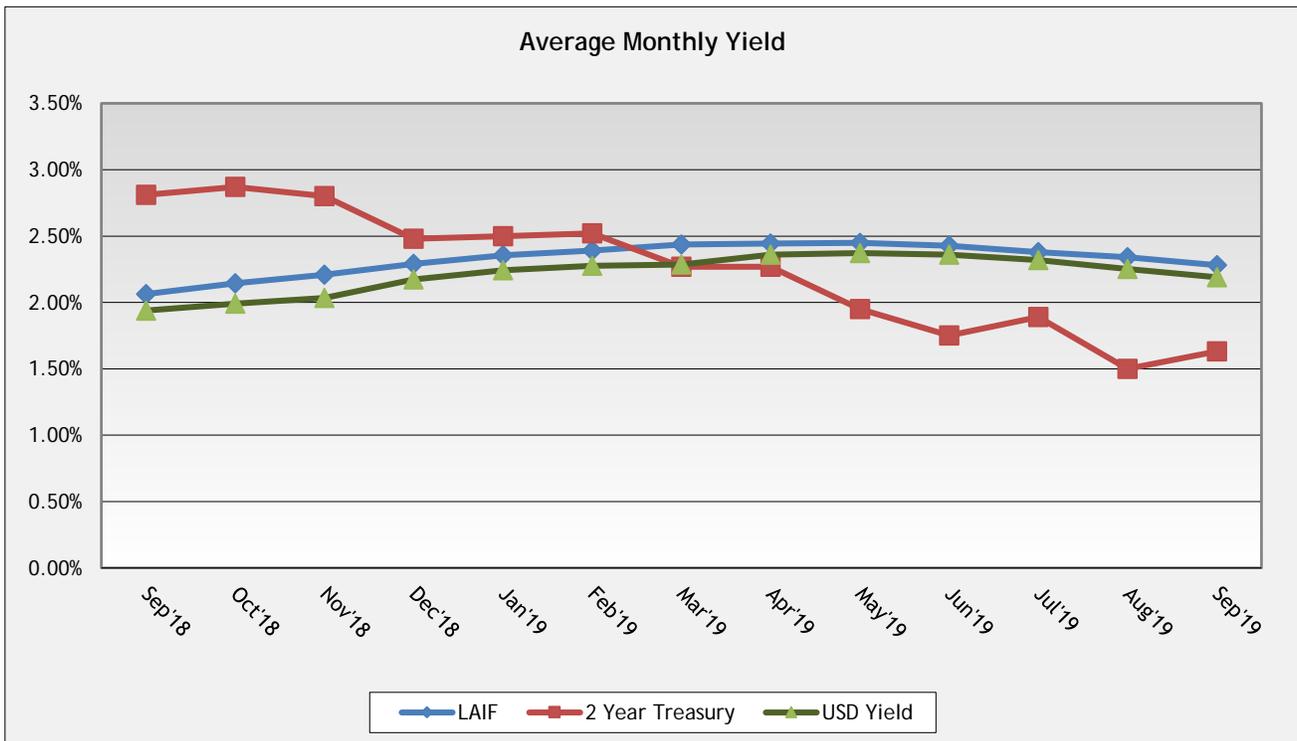
Operating Expenses by Type



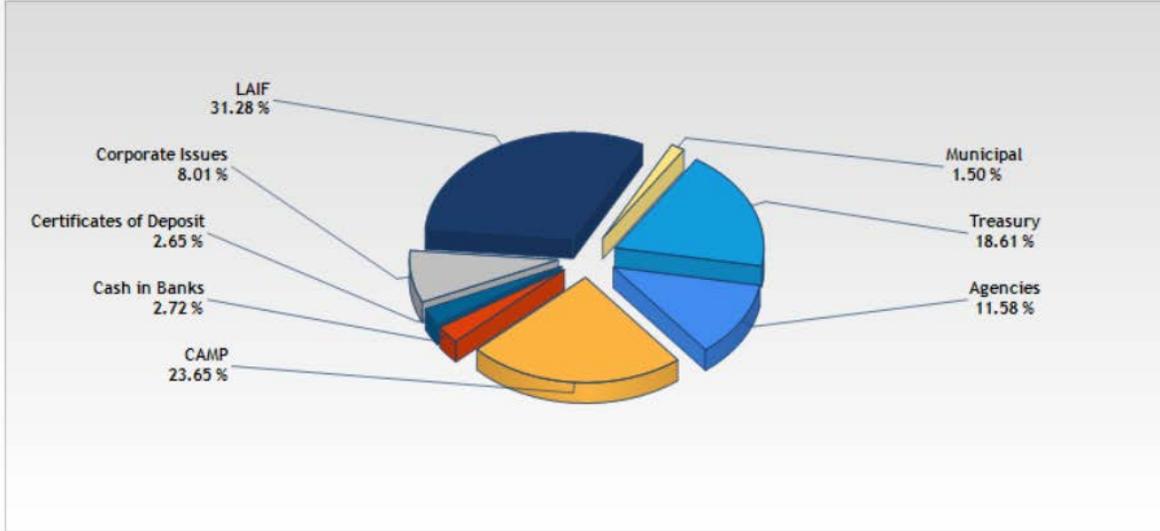
**Business Services Group
September 2019**

- Completed RFP and selected Cost of Service Analysis (COSA) consultant; PSA approved and work started
- Completed RFP and selected Financial Advisory (FA) consultant; PSA approved and work started
- Completed Financial Audit without findings by LSL

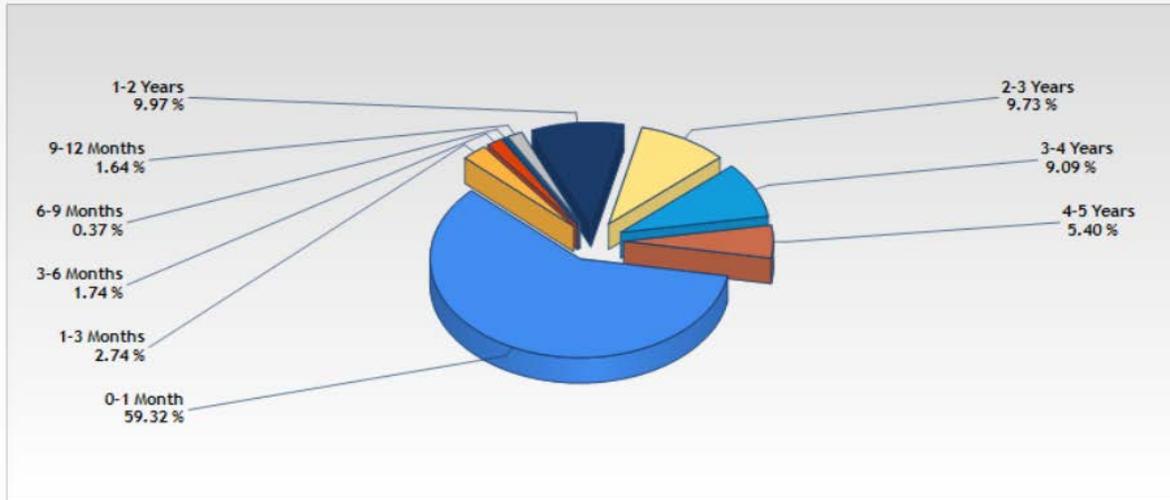
Performance Measures for the USD Investment Portfolio



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	79,335,466.63	2.203	79,333,821.63	1	59.32	79,334,645.01	79,335,302.13	0.00
1-3 Months	3,660,000.00	1.788	3,658,120.74	65	2.74	3,652,879.60	3,653,395.92	0.18
3-6 Months	2,335,000.00	1.586	2,332,795.14	132	1.74	2,330,906.05	2,332,845.25	0.47
6-9 Months	498,000.00	1.700	498,000.00	242	0.37	496,814.09	498,000.00	0.66
9-12 Months	2,000,000.00	2.500	2,191,145.28	329	1.64	2,048,840.00	2,040,312.05	0.89
1-2 Years	13,350,000.00	2.058	13,335,358.28	560	9.97	13,349,270.34	13,347,490.23	1.51
2-3 Years	13,058,000.00	2.248	13,009,482.43	929	9.73	13,181,147.91	13,009,052.33	2.48
3-4 Years	12,475,000.00	2.465	12,152,722.14	1,326	9.09	12,534,018.65	12,193,025.98	3.52
4-5 Years	7,205,000.00	2.061	7,220,095.11	1,655	5.40	7,371,939.55	7,223,712.21	4.33
TOTAL / AVERAGE	133,916,466.63	2.190	133,731,540.75	367	100	134,300,461.20	133,633,136.10	0.98

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 9/30/2019

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 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	999,200.00	1.360		11/25/2019	0.75
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	999,030.00	1.590		3/23/2020	0.75
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	998,930.00	1.700		5/3/2021	0.75
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	998,370.00	1.930		12/21/2020	0.75
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	1,005,810.00	2.000		10/26/2021	0.75
FHLB 2.05 12/29/2021-17	3130AAET1	Moodys-Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	1,000,600.00	2.050	12/29/2019	12/29/2021	0.75
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	2.000	1,000,230.00	2.114	10/28/2019	4/28/2021	0.75
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.750	999,930.00	2.021		4/28/2021	0.75
FHLMC 1.25 10/28/2019-17	3134G8XQ7	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	999,430.00	1.250		10/28/2019	0.75
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	999,010.00	1.500		12/30/2019	0.75
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	1,000,440.00	2.000	12/30/2019	12/30/2021	0.75
FHLMC Step 4/28/2021-16	3134G8VZ9	Moodys-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,499,175.00	2.116		4/28/2021	1.87
FHLMC Step 4/28/2021-16	3134G8Z28	Moodys-Aaa	5/10/2016	1,000,000.00	999,500.00	1.500	999,820.00	2.044		4/28/2021	0.75
FNMA 1.5 6/16/2021-16	3136G3QX6	Moodys-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	991,780.00	1.604		6/16/2021	0.74
Sub Total / Average Agencies				15,500,000.00	15,492,450.00	1.666	15,491,755.00	1.836			11.58

CAMP

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
CAMP LGIP	LGIP4000	None	5/31/2011	31,625,174.57	31,625,174.57	2.220	31,625,174.57	2.220	N/A	N/A	23.65
Sub Total / Average CAMP				31,625,174.57	31,625,174.57	2.220	31,625,174.57	2.220			23.65
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	3,636,072.52	3,636,072.52	1.540	3,636,072.52	1.540	N/A	N/A	2.72
Sub Total / Average Cash in Banks				3,636,072.52	3,636,072.52	1.540	3,636,072.52	1.540			2.72
Certificates of Deposit											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	247,838.38	1.350		10/28/2019	0.19
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	252,608.78	2.450		4/5/2022	0.18
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	251,345.59	2.150		3/22/2022	0.19
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	250,598.89	2.150		3/10/2022	0.18
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	246,766.10	1.500		10/26/2020	0.19
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	583,504.82	2.830		4/2/2021	0.43
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	250,470.57	2.250		12/29/2021	0.18
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	248,490.10	1.750		5/29/2020	0.19
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	248,865.74	2.100	12/27/2019	3/29/2021	0.19
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	249,210.38	1.850		5/28/2021	0.19
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	250,627.44	2.250		1/26/2022	0.18
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	248,323.99	1.650		5/29/2020	0.19
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	251,086.24	2.300		2/24/2022	0.18
Sub Total / Average Certificates of Deposit				3,549,000.00	3,549,000.00	2.116	3,579,737.02	2.116			2.65
Corporate Issues											
Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	686,070.00	2.664		2/22/2023	0.50

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
American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,017,420.00	2.406		3/3/2022	0.76
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	533,460.00	3.087		7/24/2023	0.39
BB&T Corporation 3.05 6/20/2022-22	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	537,852.00	3.006	5/20/2022	6/20/2022	0.39
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,003,860.00	2.113		5/16/2021	0.75
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,160,069.60	2.004		11/15/2019	0.87
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moodys-Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,012,008.70	2.256		3/1/2023	0.75
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	997,590.00	1.738		11/15/2020	0.76
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,048,840.00	2.500		8/24/2020	1.64
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	533,825.25	3.045	3/18/2023	5/18/2023	0.39
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	589,059.60	2.669		5/10/2022	0.43
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	530,058.30	2.805		5/19/2021	0.39
Sub Total / Average Corporate Issues				10,480,000.00	10,716,615.85	3.001	10,650,113.45	2.420			8.01
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	41,826,219.54	41,826,219.54	2.280	41,826,219.54	2.280	N/A	N/A	31.28
Sub Total / Average LAIF				41,826,219.54	41,826,219.54	2.280	41,826,219.54	2.280			31.28
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	500,520.00	2.125		6/1/2021	0.37
State of California 2.152 4/1/2022	13063DAD0	Moodys-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	1,012,630.00	1.938		4/1/2022	0.76
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	500,660.00	2.811		8/1/2021	0.37
Sub Total / Average Municipal				2,000,000.00	2,000,150.00	2.194	2,013,810.00	2.199			1.50
Treasury											
T-Bill 0 10/3/2019	912796SL4	Fitch-F1	9/3/2019	1,000,000.00	998,355.00	0.000	999,910.00	2.005		10/3/2019	0.75

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
T-Bill 0 12/26/2019	912796SY6	None	9/19/2019	1,500,000.00	1,492,364.17	0.000	1,493,610.00	1.906		12/26/2019	1.12
T-Bill 0 2/6/2020	912796TE9	None	9/27/2019	335,000.00	332,795.14	0.000	332,866.05	1.832		2/6/2020	0.25
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,790,000.00	1,712,806.25	1.250	1,768,394.70	2.302		7/31/2023	1.28
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	2,000,000.00	1,914,609.38	1.375	1,985,400.00	2.431		6/30/2023	1.43
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	2,000,000.00	1,909,531.25	1.375	1,985,320.00	2.436		9/30/2023	1.43
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	2,000,000.00	1,929,140.63	1.500	1,995,400.00	2.428		3/31/2023	1.44
T-Note 1.75 7/15/2022	9128287C8	Fitch-AAA	7/31/2019	1,000,000.00	998,789.06	1.750	1,003,950.00	1.792		7/15/2022	0.75
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	2,000,000.00	1,954,531.25	1.750	2,009,920.00	2.426		9/30/2022	1.46
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	1,050,000.00	1,037,572.27	1.875	1,056,153.00	2.298		2/28/2022	0.78
T-Note 1.875 8/31/2024	9128282U3	Fitch-AAA	9/3/2019	780,000.00	797,732.81	1.875	791,458.20	1.402		8/31/2024	0.60
T-Note 2 4/30/2024	912828X70	Fitch-AAA	6/7/2019	960,000.00	964,875.00	2.000	978,259.20	1.891		4/30/2024	0.72
T-Note 2 6/30/2024	912828XX3	Fitch-AAA	7/3/2019	500,000.00	505,156.25	2.000	509,705.00	1.783		6/30/2024	0.38
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	2,000,000.00	1,978,359.38	2.125	2,034,140.00	2.426		12/31/2022	1.48
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,047,500.00	2.442		2/29/2024	1.47
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	1,420,000.00	1,406,909.38	2.125	1,440,575.80	2.418		6/30/2022	1.05
T-Note 2.125 7/31/2024	9128282N9	Fitch-AAA	8/29/2019	965,000.00	998,737.30	2.125	989,617.15	1.388		7/31/2024	0.75
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,055,400.00	2.439		12/31/2023	1.48
Sub Total / Average Treasury				25,300,000.00	24,885,858.27	1.600	25,477,579.10	2.225			18.61
Total / Average				133,916,466.63	133,731,540.75	2.100	134,300,461.20	2.190			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 utilized per USD Investment Policy and at the discretion of investment portfolio advisor.

Reviewer:

Approver:

Union Sanitary District
Transactions Summary
Board Report - Activity
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 08/31/2019, End Date: 09/30/2019

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Buy								
T-Bill 0 10/3/2019	912796SL4	1,000,000.00	998,355.00	0.00	0.000	2.005	9/3/2019	998,355.00
T-Bill 0 12/26/2019	912796SY6	1,500,000.00	1,492,364.17	0.00	0.000	1.906	9/19/2019	1,492,364.17
T-Bill 0 2/6/2020	912796TE9	335,000.00	332,795.14	0.00	0.000	1.832	9/27/2019	332,795.14
T-Note 1.875 8/31/2024	9128282U3	780,000.00	797,732.81	120.54	1.875	1.402	9/3/2019	797,853.35
Sub Total / Average Buy		3,615,000.00	3,621,247.12	120.54				3,621,367.66
Called								
FHLB 2.85 3/27/2024-19	3130AG5B7	330,000.00	330,000.00	0.00	2.850	0.000	9/27/2019	330,000.00
Sub Total / Average Called		330,000.00	330,000.00	0.00				330,000.00
Deposit								
CAMP LGIP	LGIP4000	57,616.31	57,616.31	0.00	N/A	0.000	9/30/2019	57,616.31
Union Bank Cash	LGIPUNIONBANK	3,636,072.52	3,636,072.52	0.00	N/A	0.000	9/30/2019	3,636,072.52
Sub Total / Average Deposit		3,693,688.83	3,693,688.83	0.00				3,693,688.83
Interest								
American Express Credit 2.7 3/3/2022	0258M0EG0	0.00	0.00	13,500.00	2.700	0.000	9/3/2019	13,500.00
Belmont Savings Bank 2.15 3/22/2022	080515BV0	0.00	0.00	2,687.91	2.150	0.000	9/20/2019	2,687.91
BMW Bank 2.15 3/10/2022	05580AGR9	0.00	0.00	2,677.07	2.150	0.000	9/10/2019	2,677.07
CAMP LGIP	LGIP4000	0.00	0.00	57,616.31	N/A	0.000	9/30/2019	57,616.31
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	0.00	0.00	13,425.55	2.726	0.000	9/3/2019	13,425.55
FFCB 1.59 3/23/2020-17	3133EFR25	0.00	0.00	7,950.00	1.590	0.000	9/23/2019	7,950.00
FHLB 2.85 3/27/2024-19	3130AG5B7	0.00	0.00	4,702.50	2.850	0.000	9/27/2019	4,702.50
FHLMC 1.5 9/9/2019-18	3134GA7A6	0.00	0.00	7,500.00	1.500	0.000	9/9/2019	7,500.00
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	0.00	0.00	13,526.10	2.034	0.000	9/1/2019	13,526.10
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	370.09	1.750	0.000	9/30/2019	370.09
Landmark Bank 2.1 3/29/2021-17	51506VCA9	0.00	0.00	1,312.70	2.100	0.000	9/30/2019	1,312.70
	732333AJ8	0.00	0.00	378.62	1.850	0.000	9/30/2019	378.62

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Ponce De Leon Federal Bank 1.85 5/28/2021								
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	391.24	1.850	0.000	9/3/2019	391.24
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	337.68	1.650	0.000	9/30/2019	337.68
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	348.94	1.650	0.000	9/3/2019	348.94
T-Note 1.375 9/30/2023	912828T26	0.00	0.00	13,750.00	1.375	0.000	9/30/2019	13,750.00
T-Note 1.5 3/31/2023	912828Q29	0.00	0.00	15,000.00	1.500	0.000	9/30/2019	15,000.00
T-Note 1.75 9/30/2022	912828L57	0.00	0.00	17,500.00	1.750	0.000	9/30/2019	17,500.00
T-Note 1.875 2/28/2022	912828W55	0.00	0.00	9,843.75	1.875	0.000	9/3/2019	9,843.75
T-Note 2.125 2/29/2024	912828W48	0.00	0.00	21,250.00	2.125	0.000	9/3/2019	21,250.00
Sub Total / Average Interest		0.00	0.00	204,068.46				204,068.46
Matured								
FHLMC 1.5 9/9/2019-18	3134GA7A6	1,000,000.00	1,000,000.00	0.00	1.500	0.000	9/9/2019	1,000,000.00
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	1,330,000.00	1,330,000.00	0.00	2.034	0.000	9/1/2019	1,330,000.00
MUFG Bank LTD/NY 2.59 9/19/2019	62479MWK5	1,500,000.00	1,500,000.00	0.00	2.590	0.000	9/19/2019	1,500,000.00
T-Bill 0 9/3/2019	912796VT3	470,000.00	470,000.00	0.00	0.000	0.000	9/3/2019	470,000.00
Sub Total / Average Matured		4,300,000.00	4,300,000.00	0.00				4,300,000.00
Withdraw								
Union Bank Cash	LGIPUNIONBANK	6,583,216.62	6,583,216.62	0.00	N/A	0.000	9/29/2019	6,583,216.62
Sub Total / Average Withdraw		6,583,216.62	6,583,216.62	0.00				6,583,216.62

**Union Sanitary District's Internal Retiree Medical Fund
Quarterly Report**

For Period Ended 9/30/19

Fund Balance 6/30/19:		(\$260,577.61)
Revenues:		
Expenses:		
	Quarterly Net Medical Reimbursements	(114,838.11)
Transfers Out:		
	9/17/19 CalPERS OPEB Trust Actuarially Determined Contrib. (ADC) (payment 1 of 4)	(227,005.50)
Ending Fund Balance 9/30/19:		(\$602,421.22)



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$7,122,138.40	\$7,122,138.40
Contribution	227,005.50	227,005.50
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	138,879.67	138,879.67
Administrative Expenses	(889.61)	(889.61)
Investment Expense	(650.39)	(650.39)
Other	0.00	0.00
Ending Balance	\$7,486,483.57	\$7,486,483.57
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	0.00
Grand Total	\$7,486,483.57	\$7,486,483.57

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	414,255.779	414,255.779
Unit Purchases from Contributions	12,933.004	12,933.004
Unit Sales for Withdrawals	0.000	0.000
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	427,188.783	427,188.783
Period Beginning Unit Value	17.192611	17.192611
Period Ending Unit Value	17.525001	17.525001

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22 and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.

Statement of Transaction Detail for the Quarter Ending 09/30/2019

Union Sanitary District

Entity #: SKB7-6011550262



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
09/20/2019	Contribution	\$227,005.50	\$17.552419	12,933.004	WIRE 2019091700148 593	

Client Contact:
CERBT4U@CalPERS.ca.gov

MONTHLY OPERATIONS REPORT FOR THE MONTH OF SEPTEMBER 2019
TECHNICAL SUPPORT WORK GROUP SUMMARY

Capital Improvement Program

Primary Digester No. 3 Rehabilitation Project – Project closeout and punch list work in progress.

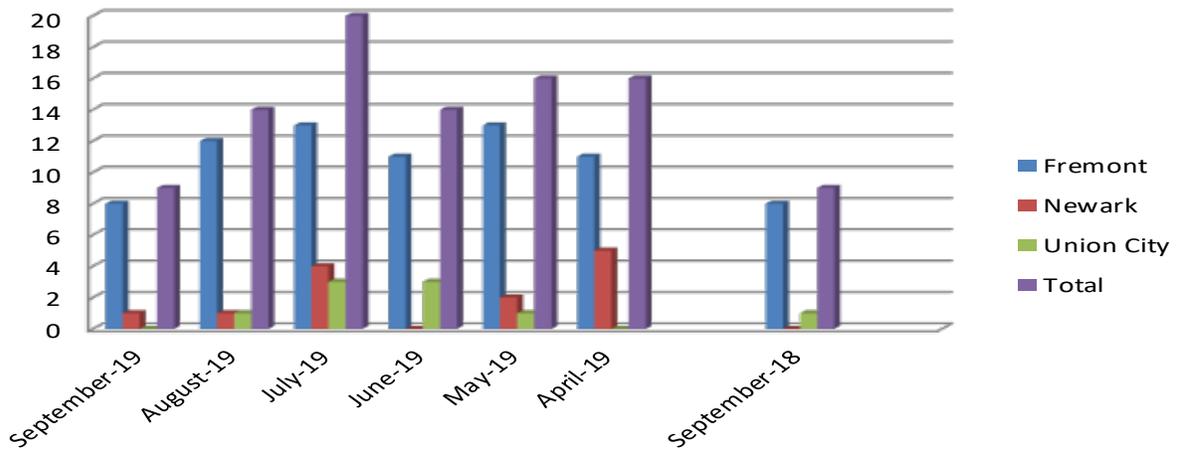
Sludge Degritter System Project – Performance testing and adjustment of the Degritter unit in progress.

Headworks Screens Replacement Project - Construction contract was awarded on September 23.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

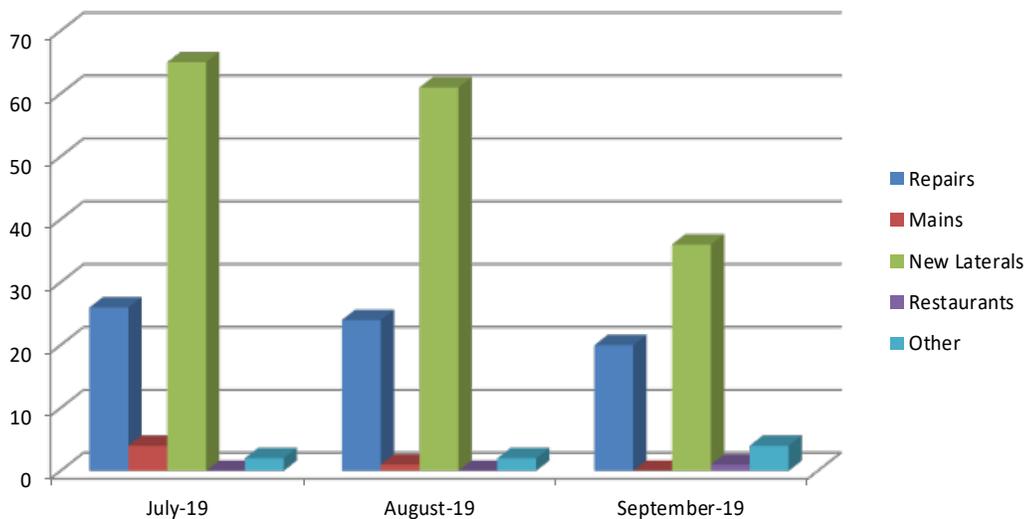
Month	Fremont	Newark	Union City	Total
September-19	8	1	0	9
August-19	12	1	1	14
July-19	13	4	3	20
June-19	11	0	3	14
May-19	13	2	1	16
April-19	11	5	0	16
September-18	8	0	1	9
6-Month Total				89



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
September-19	20	0	36	1	4
August-19	24	1	61	0	2
July-19	26	4	65	0	2

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



Communication

- Social Media posts:
 - FOG message – sewer pipe image
 - “Never flush wipes” with plant image
 - Wastewater Ops Coach recruitment
 - Lateral Video
 - Assistant/Associate Engineer recruitment
 - Less-toxic home and garden
- Responded to customer questions re: Fall 2019 newsletter
- Attended Welcome luncheon for Union City’s new City Manager and New Haven Unified School District’s new Superintendent
- Attended Ohlone College President’s Advisory Committee meeting
- Continued activities regarding District Branding initiative
- Updated financial information on District website
- 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 69 Stormwater (Urban Runoff), and 41 FOG (restaurant) inspections. During this reporting period, Inspectors identified 18 Stormwater and 10 FOG enforcement actions. Twelve (12) of the Stormwater enforcements resulted in administrative fines ranging from \$200 to \$1,500. There were no administrative fines for illicit discharges or repeated violations.

Urban Runoff Inspections and Enforcements

September 2019	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	
	69	3	0	3	12	0	18	% Enforcement	0 26%

FOG Inspections and Enforcements

September 2019	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% Enforcement	
	41	3	7	0	0	0	10		24%

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	# of Plant Tours
8	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- Industrial	None
Silicon Valley RO DI Services-Industrial	
Facebook Commissary- Industrial	

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)
Clean Sciences Technology LLC	Performs technical cleaning of parts for Semiconductor Industry	Fremont	Nickel	1.45	USD Local Limit of 1.0	NOV

(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
None		

Engineering/Construction

No. of projects under construction: 3

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for September 2019 Activities
1.	Primary Digester No. 3 Rehabilitation – Derek	\$2,410	03/19	100%	100%	Closeout and punch list work in progress.
2.	Sludge Degritter System Project – Kevin	\$1,436	10/19	95%	100%	Performance testing and adjustment of the Degritter unit in progress
3.	Headworks Screens Replacement Project – Thomas	\$1,822	11/20	0%	0%	Construction contract was awarded on September 23.

Design/Study

No. of projects in design/study phase: 17

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for September 2019 Activities
1.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	05/19	100%	100%	Bid opening was on September 26. Bid review is in progress.
2.	Centrifuge Building Improvements Project – Somporn	\$574	08/20	0%	0%	Task Order No. 2 for detailed design executed on September 24.
3.	Control Box No. 1 Improvements Project – Kevin	\$89	1/20	40%	40%	Preparation of 50% design documents and valves pre-purchase RFP in progress.
4.	Emergency Outfall Improvements Project – Andrew	\$365	04/19	97%	100%	Review of 100% design in progress. Permitting and easement documents in progress.
5.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	71%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs project.
6.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	75%	85%	Project construction is pending the completion of Force Main relocation project.
7.	Irvington and Newark Odor Control Study - Kevin	\$99	12/19	60%	60%	Air dispersion modeling completed. Evaluation of odor technologies in progress.
8.	Newark Basin Masterplan – Andrew	\$318	08/19	98%	100%	Draft final report received and is under staff review.
9.	Newark Equalization Storage Facilities Project – Somporn	\$347	06/19	85%	100%	Final Conceptual Design Report submitted for District review.
10.	Odor Control Alternatives Study – Kevin	\$465	07/19	98%	98%	Report will be finalized after the pilot testing project is completed. Plant BAAQMD Rule 11-18 Assessment has been finalized.
11.	Odor Control Pilot Testing - Somporn	\$99	12/20	0%	0%	Agreement and Task Order No. 1 executed on September 24.
12.	Plant Network Architecture Study – Somporn	\$100	12/19	20%	35%	Agreement and Task Order No. 1 executed on August 28. Kick-off meeting held on September 12.

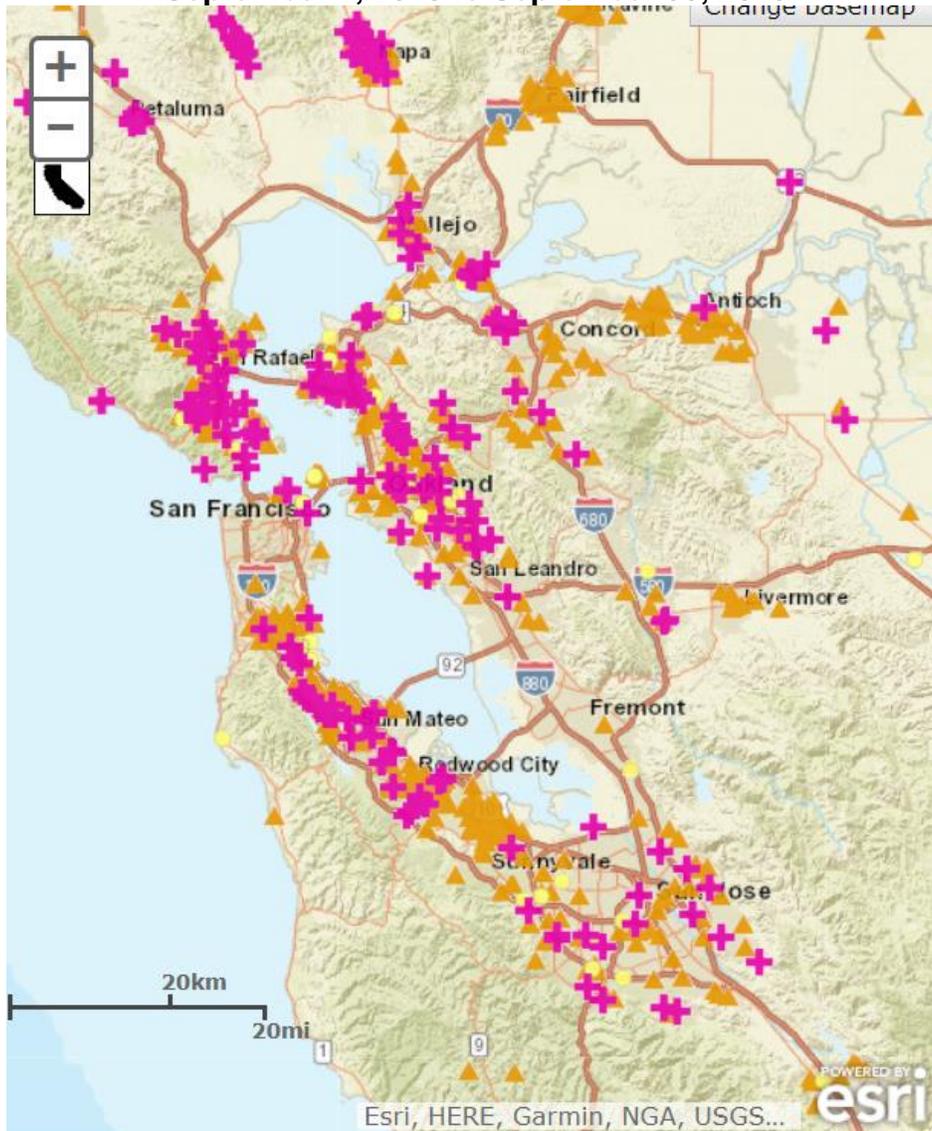
	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for September 2019 Activities
13.	Primary Digester No. 2 Rehabilitation Project – Derek	\$213	10/19	85%	88%	90% design submittal received. 90% workshop was held on September 17.
14.	Primary Digester No. 7 Project – Curtis	\$1,904	06/19	98%	100%	Re-bid advertisement took place on September 10 th and Bid opening scheduled for October 29.
15.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$2,019	01/20	50%	60%	Consultant to work on verifying basis of design based on the final ETSU report.
16.	WAS Thickener Replacement Project – Curtis/Derek	\$284	05/19	40%	100%	Consultant and staff continued to work on thickening equipment selection process.
17.	Wet Weather Flow Management - Calcium Thiosulfate Chemical Tank Project - Kevin	\$13	09/19	95%	95%	Issued PO for Calcium Thiosulfate tank pre-purchase. Project construction bids due October 1.

**COLLECTION SERVICES
ACTIVITIES REPORT
September 2019**

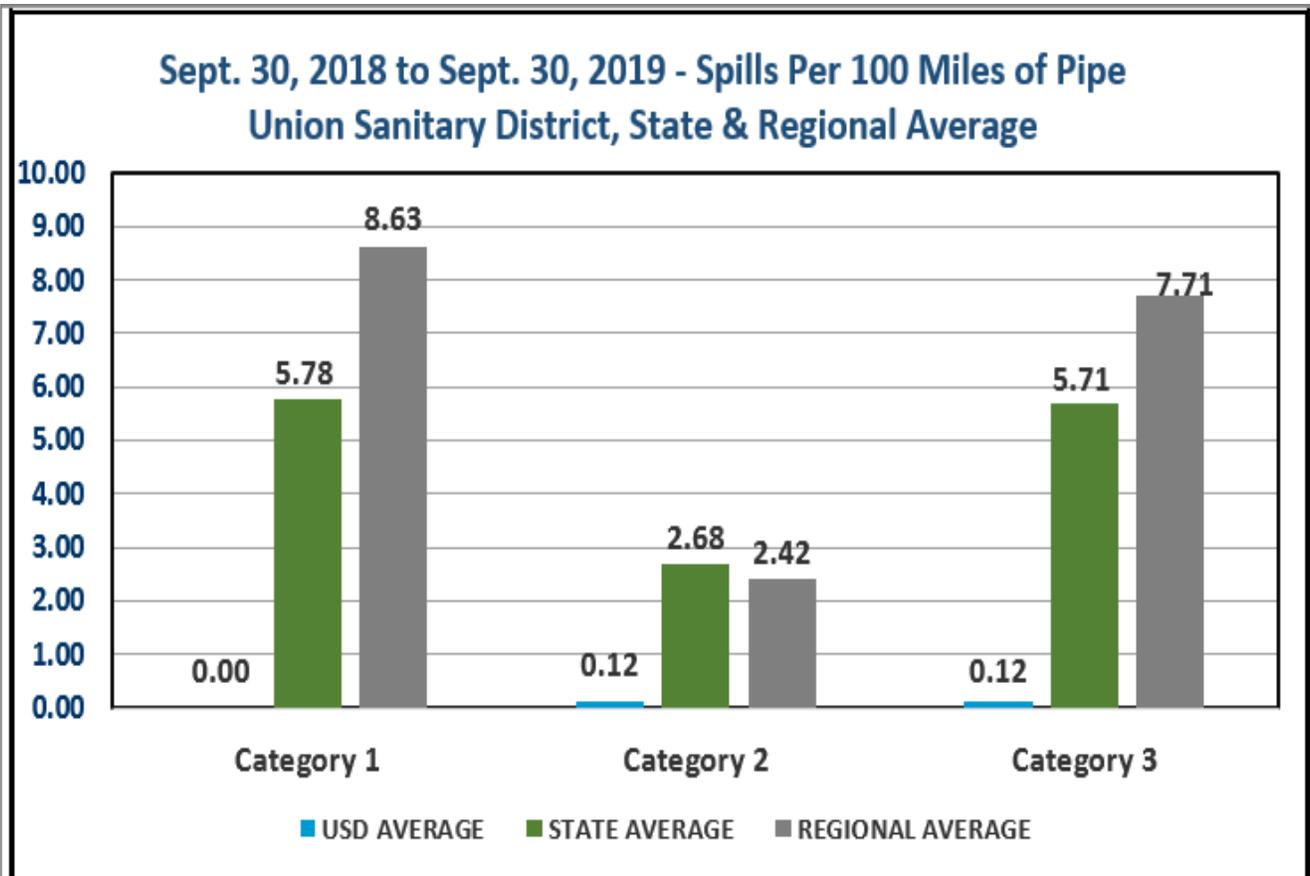
Progress/Accomplishments

- Zero Spills in September.
- Completed 10.7 miles of sewer main cleaning in September.
- Completed 7.3 miles of sewer main inspection in September.
- Responded to 13 service request calls in September.
- Completed a total of 20 sewer main repairs in September.
- Trainings
 - Industrial Ergonomics
 - SSO Sampling
 - SIMS/NIMS

**Reported Bay Area Spills
September 1, 2018 to September 30, 2019**



September 30, 2018 to September 30, 2019 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



Spill Rate Statistics - September 30, 2018 to September 30, 2019 Spills per 100 Miles of Pipe

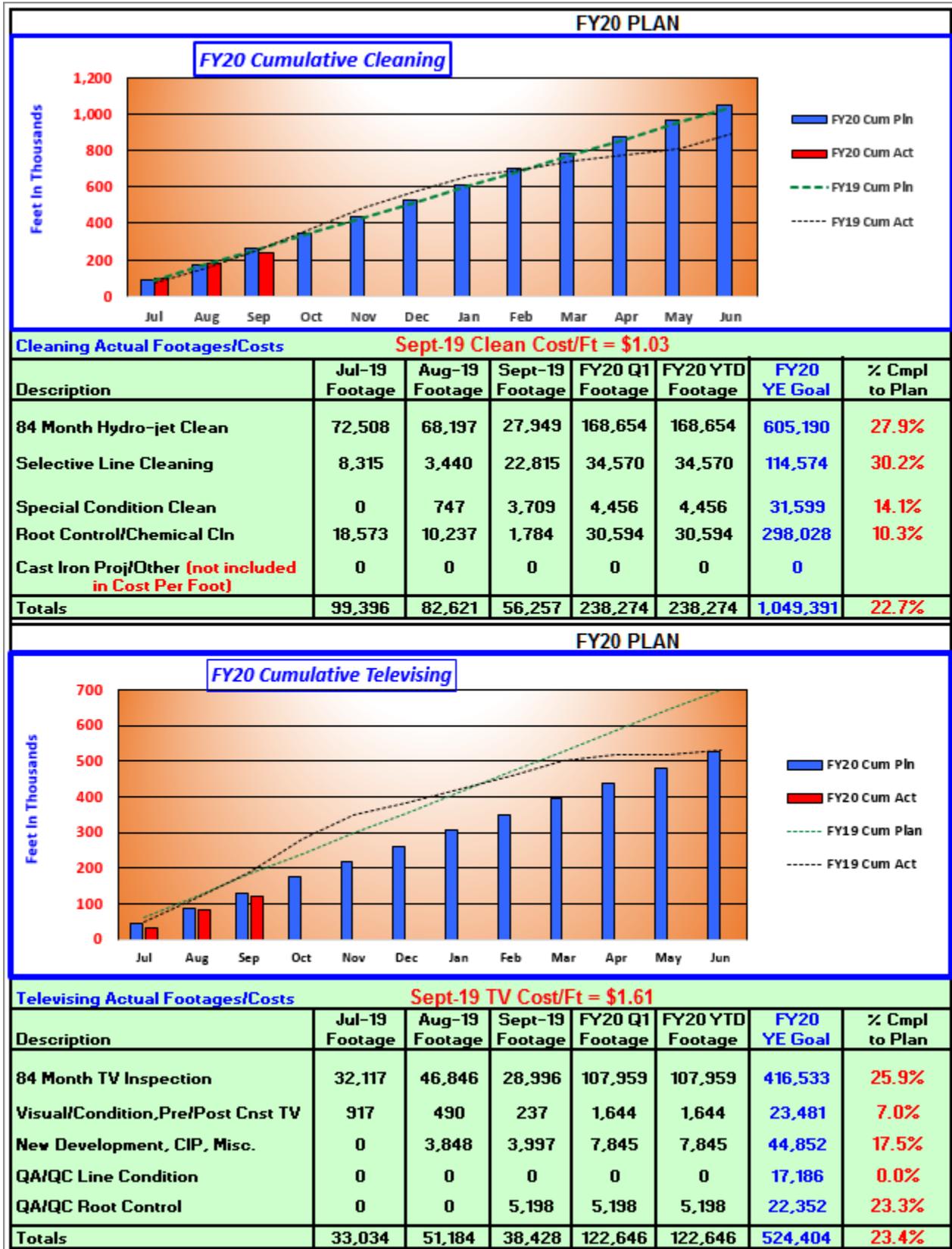
	Category 1	Category 2	Category 3
USD AVERAGE	0.00	0.12	0.12
STATE AVERAGE	5.78	2.68	5.71
REGIONAL AVERAGE	8.63	2.42	7.71

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

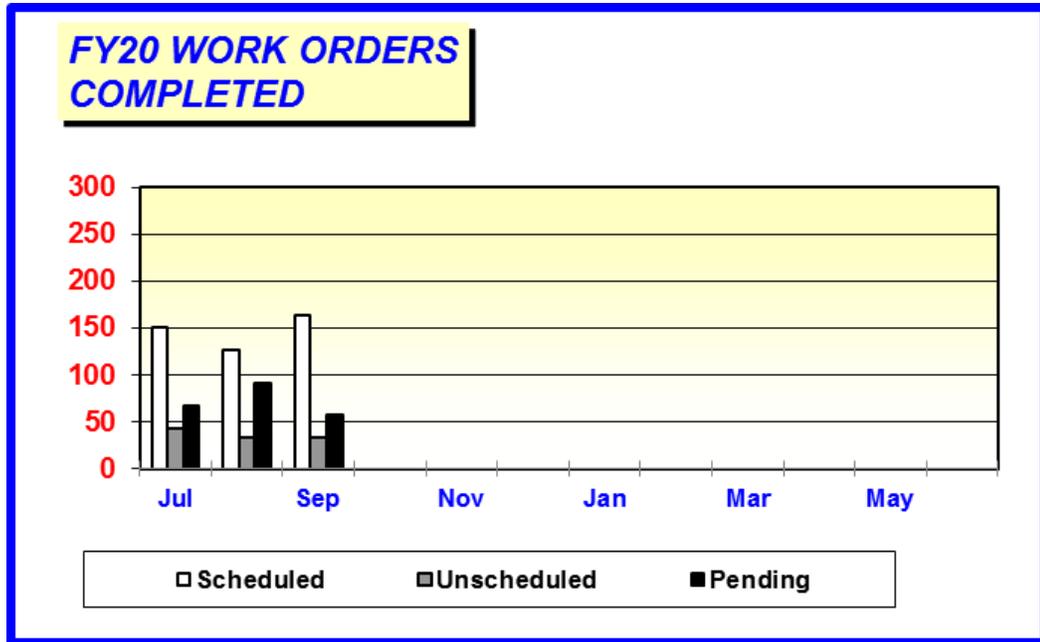
Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

Performance Measures

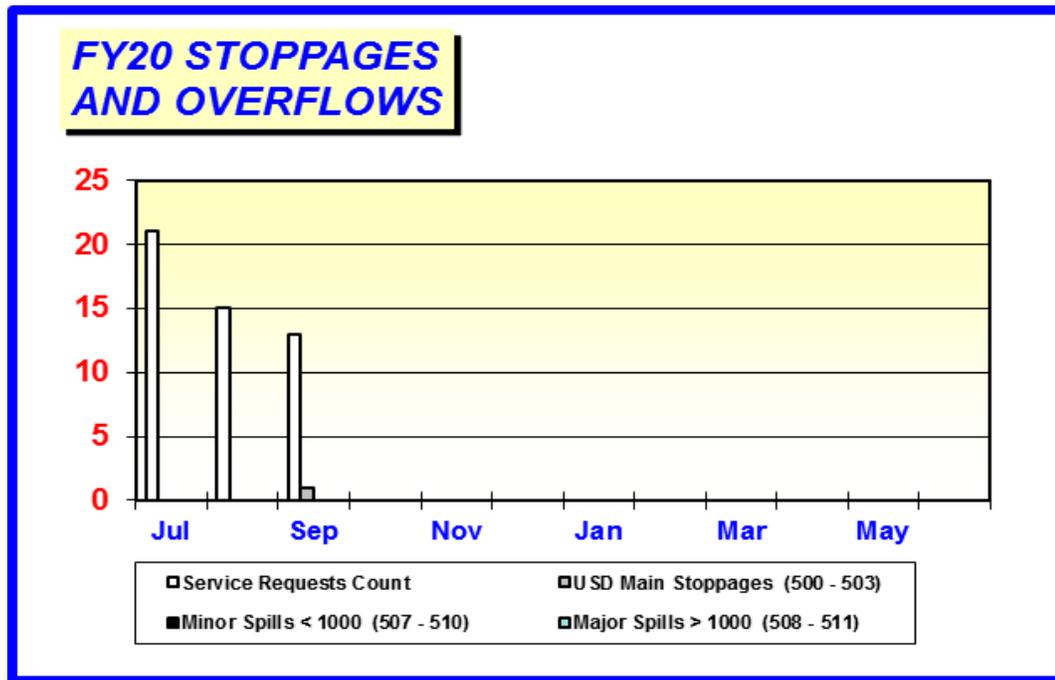


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



Fabrication, Maintenance and Construction Activities Report September 2019

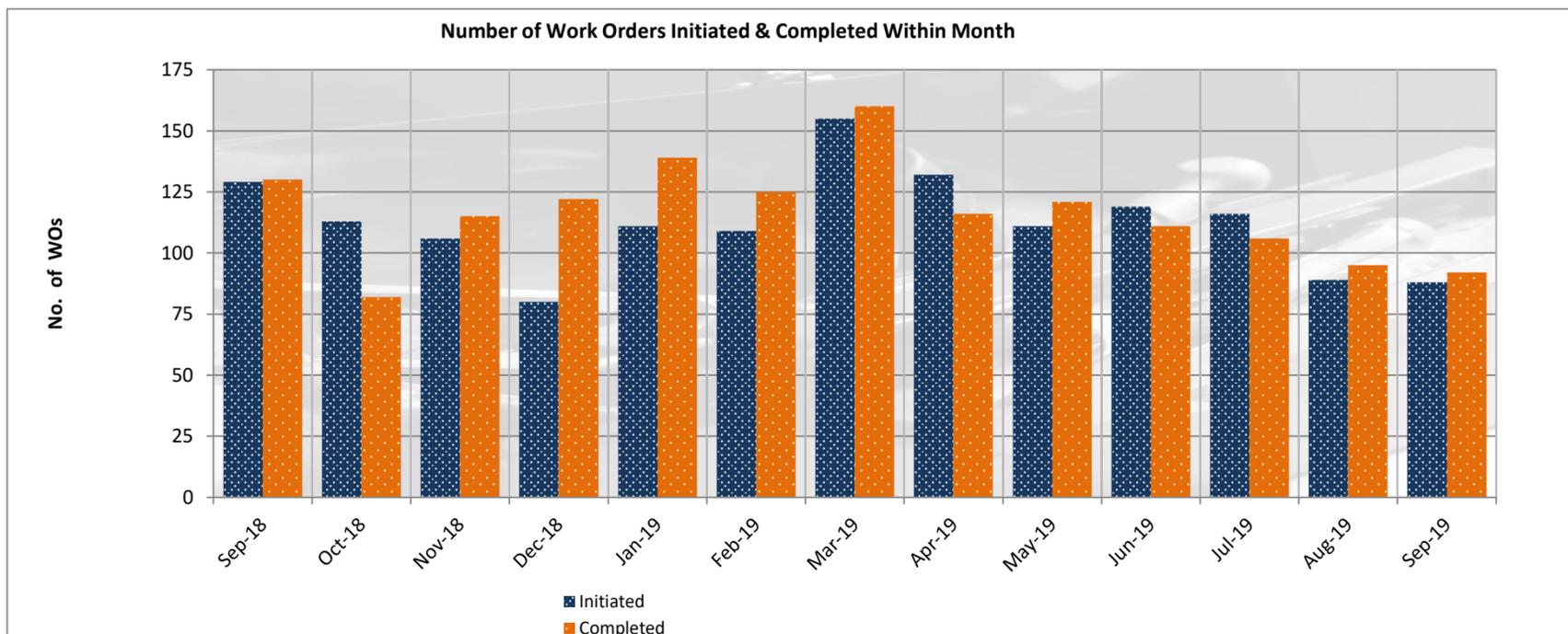
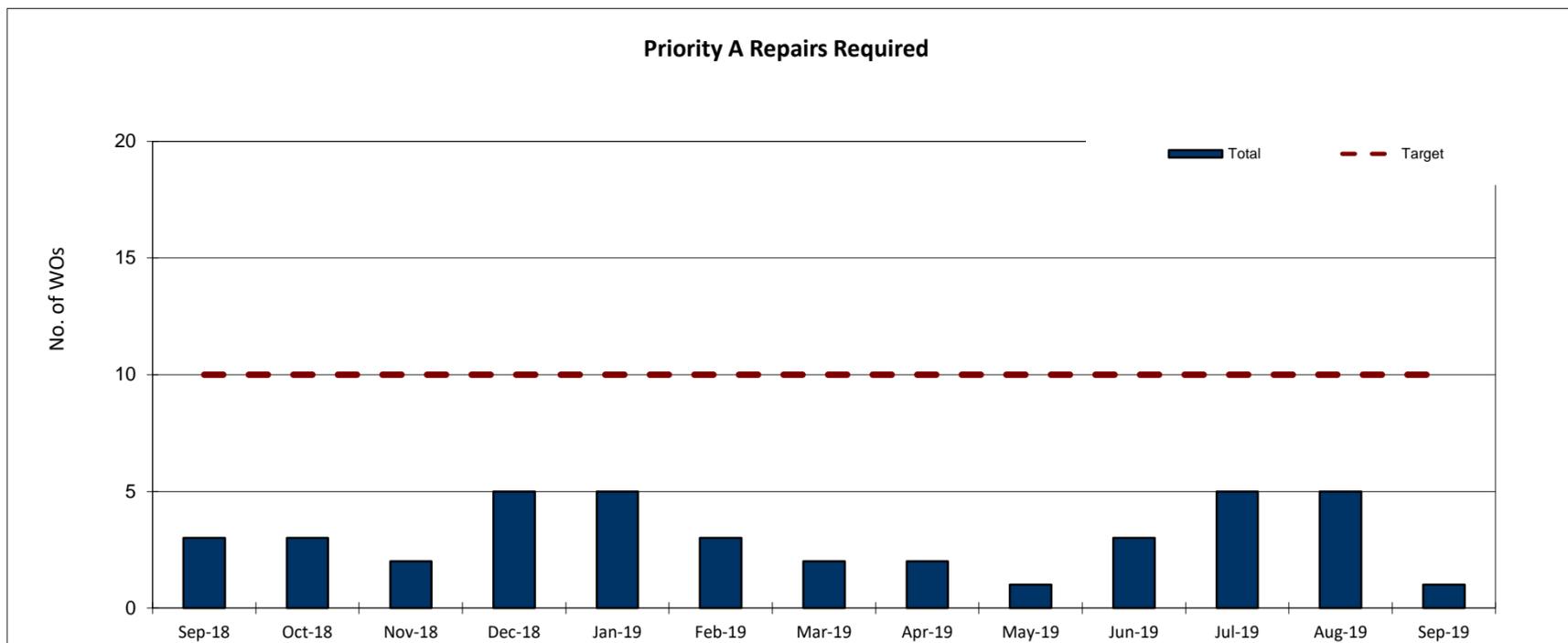
Progress/Accomplishments

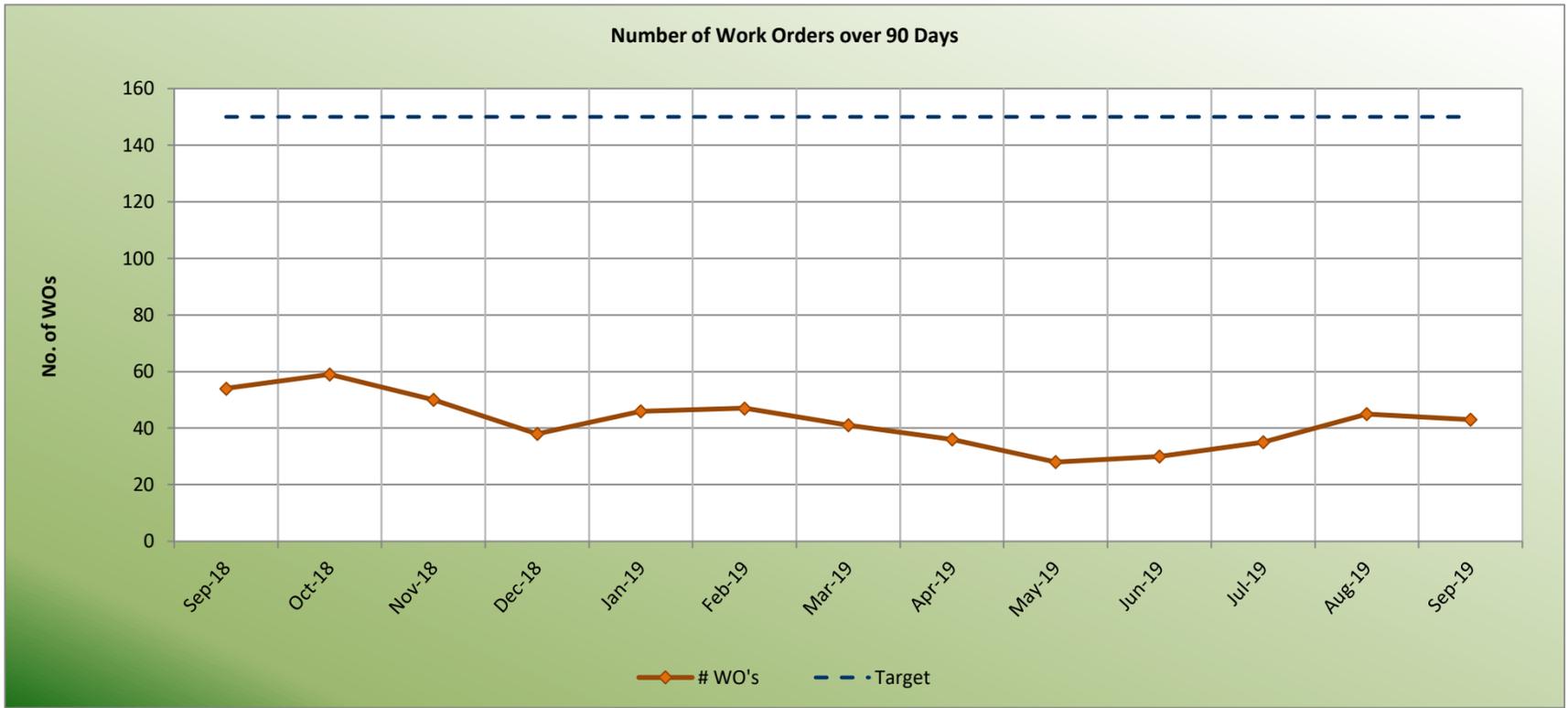
- Completed 93.72% of preventive maintenance activities for the month of September
- Completed 92 corrective maintenance work orders for the month of September
- Secondary Clarifier 3 RAS flow meter installation.
- Assist contractor with acid cleaning of Aeration Basins
- Centrifuge Feed Pump 3 overhaul
- Completion of overhauls of Cogens 1 and 2

Future Planning

- Warehouse clean up project
- Secondary 1 RAS flow meter installation
- Overhaul of East Degritter (with SME from Hydro International)
- CB1 rotork actuator installation

Performance Measurements





**Treatment & Disposal
Activities Report
September 2019**

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits
- Completed 100% preventive maintenance activities for the month of September
- Attended kick-off meeting for TPO Coach recruitment: prepared QAI questions and a schedule for the recruitment process
- Made arrangements for additional Calcium Thiosulfate storage onsite
- Attended the Primary Digester 2 Rehabilitation 90% Design Workshop
- Continued testing alternative strategies with Hazen & Sawyer for chlorination of activated sludge during settling problems to attempt to improve the efficacy of the dose
- Completed series of scoping meetings with CIP to evaluate projects, within the window of the next five years, for the next cost of service analysis
- Completed testing of degritter performance and associated laboratory analysis
- Jacobs HRA and emission factor analysis was submitted to BAAQMD for review
- Continued LIMS implementation project: modified bench sheets for paperless data input, integrated surface tablets, secured WIFI interface and continued work on IPACS integration for EC data
- Completed acid application for Phase II of the Aeration Membrane Acid Cleaning Study
- Union City Annual Report for FY 2019 was drafted for review
- LIMS training was provided to laboratory and clerical staff

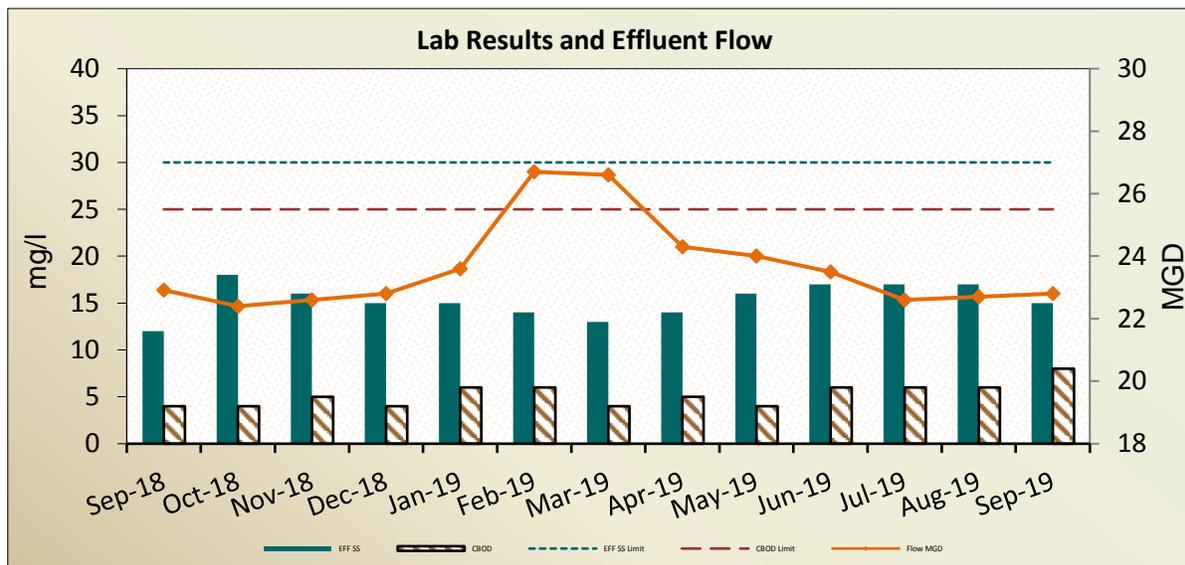
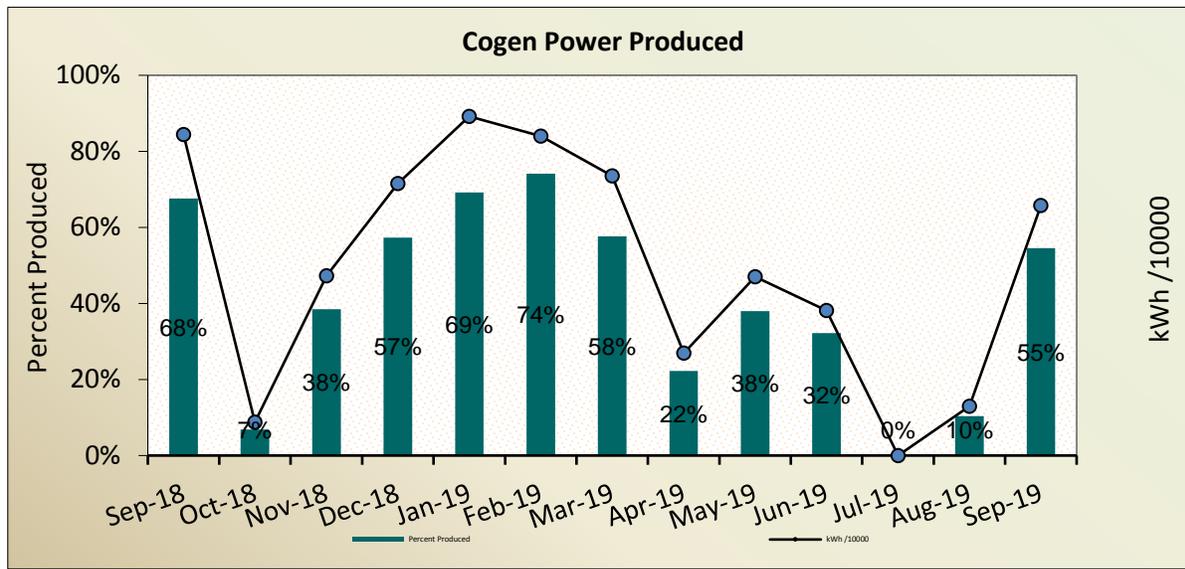
Future Planning

- Review TPO Coach applications/exams and invite candidates to QAI. Complete TPO Coach recruitment
- Acquire a temporary tank for Calcium Thiosulfate storage
- Finish degritter analysis and provide recommendations
- Continue testing of alternative strategies with Hazen & Sawyer for chlorination of activated sludge during settling problems to attempt to improve the efficacy of the dose
- Review 100% Emergency Outfall Improvements Project design drawings/specifications and provide comments
- Attend the Centrifuge Building Improvements Project kick-off meeting
- Attend the Cogeneration Feasibility Study kick-off meeting
- Provide a report of PFAS testing and comparison with comparable agencies
- Evaluate Mango materials for compliance with Water Board and Air Board regulations

Other

- Cogen system produced 55% of power consumed for the month of September

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Jul-19	Aug-19	Sep-19
Copper, µg/l	78	3.7	3.5	3.8
Mercury, µg/l	0.066	0.0019	0.0018	0.0027
Cyanide, µg/l	42	E 0.96	E 0.97	E 1.3
Ammonia- N, mg/L (Range)	130	35.4 - 44.0	35.4 - 40.4	36.6 - 51.2
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	18 - 28	23 - 40	17 - 41
• 11-Sample 90th Percentile	1100	40 - 77	60 - 70	60 - 68
Enterococci				
• Monthly Geometric Mean	240	12.5	10.0	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

10/28/19
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 6B

TITLE: Fiscal Year 2020 1st Quarter Managed Investment Portfolio Report *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, Finance & Acquisition Services Coach

Recommendation

Information only.

Previous Board Action

7/22/2019 Board Meeting – Fiscal Year 2019 4th Quarter Managed Investment Portfolio Report

Background

In October of 2018, the Board authorized the General Manager to sign the Portfolio Management Services Contract with PFM Asset Management LLC (PFM) for investment management services. The strategy behind this decision was to maximize investment returns to the extent practicable, while maintaining compliance with all policy, legal and regulatory requirements for government agency investments. The provision of comprehensive portfolio reporting and current economic analyses were both deliverables in the contract negotiated with PFM.

The attached report from PFM shows the District's positions for Q1 of Fiscal Year 2020.

This reporting format is intended to supplement the existing Monthly Operations Report provided by Staff and includes the following sections, which will be presented in detail:

- Market Update
- Investment Performance Review
- Portfolio Transactions and Holdings
- Disclosures
- Glossary

Representatives from PFM and Staff will be available to answer questions.

Attachment: Investment Performance Review for the Quarter Ended September 30, 2019



UNION SANITARY DISTRICT

Investment Performance Review For the Quarter Ended September 30, 2019

Client Management Team

Monique Spyke, Managing Director

PFM Asset Management LLC

50 California Street, Suite 2300
San Francisco, CA 94111
415-982-5544

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

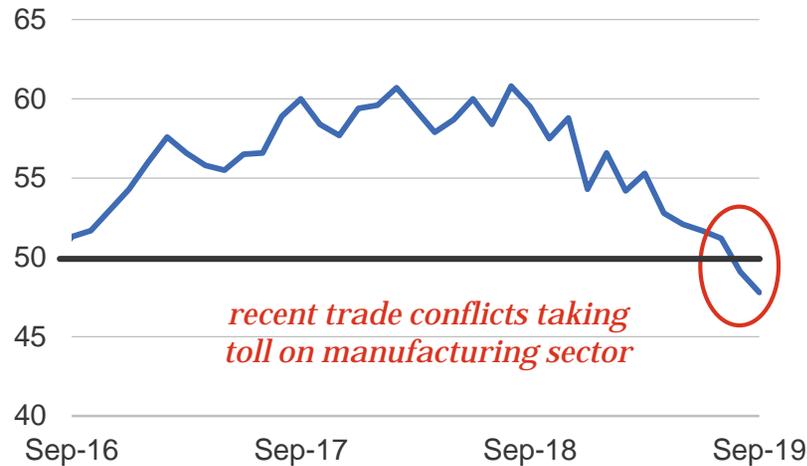
Market Update

Current Market Themes

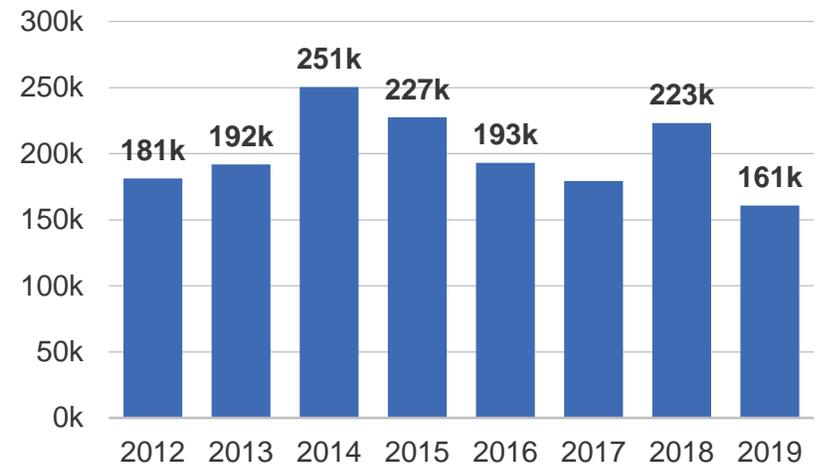
- U.S. economic conditions are characterized by:
 - Slowing projected growth in the second half of 2019, highlighted by further weakening in manufacturing.
 - A low unemployment rate of 3.5% with moderating wage gains.
 - Growing risks to the economic outlook, including escalating trade conflicts, slowing manufacturing activity, and deteriorating business confidence and investment.
 - Impeachment proceedings that have created a new political wildcard.
- The Fed cut rates twice in the third quarter (July and September) to a new target range of 1.75-2.00%. While the Fed characterized the initial cut as “a mid-cycle policy adjustment,” the committee is now more divided on the need for further Fed action, despite their lower outlook for global growth.
- U.S. Treasury yields rose in September, but fell for the whole of the third quarter. For the year, yields are down nearly 1% across the intermediate and longer-term portion of the yield curve. Meanwhile, shorter-term yields generally tracked the Fed’s two recent rate cuts.
- The labor market continued to decelerate through the third quarter. The U.S. economy added only 136,000 jobs in September, much weaker than the average pace of 223,000 jobs per month in 2018. The unemployment rate ticked lower to 3.5% – a new 50-year low – but wage growth slowed to 2.9%, which may not bode well for consumer confidence and future spending.
- U.S. manufacturing activity also continued to decelerate. The ISM Manufacturing PMI survey fell to the lowest level since 2009, an indication that the manufacturing part of the economy may be slipping into recession. On the bright side, housing seems to have gained some traction from lower mortgage rates.
- U.S equities emerged with solid gains in September, adding to exceptionally strong performance year to date, placing the major indices just a bit below their all-time highs reached in July. However, questions are emerging about how long U.S. market leadership in the global equity markets can persist.

Market Indicators Mixed, but Recession Does Not Appear Imminent

ISM Manufacturing Activity Index



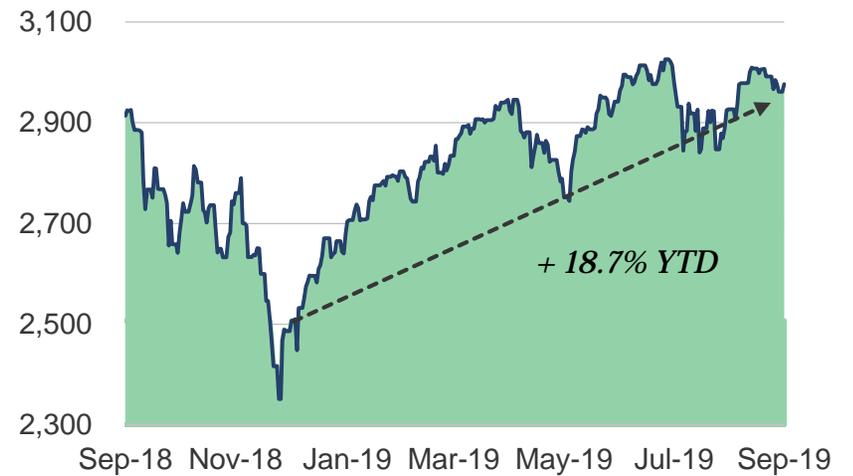
Average Monthly Job Growth



Conference Board Consumer Confidence



S&P 500 Price Change



Source: Bloomberg, data available as of 9/30/19.

The OECD Follows World Bank & IMF in Lowering Growth Projections

- The world growth outlook was cut to 2.9% for 2019, down from the 3.2% projection from 4 months ago.
- This rate is the slowest pace since the global financial crisis.

“The global economy has become increasingly fragile and uncertain, with growth slowing and downside risks continuing to mount.”

-OECD, 9/19/19

OECD GDP Growth Projections September 2019

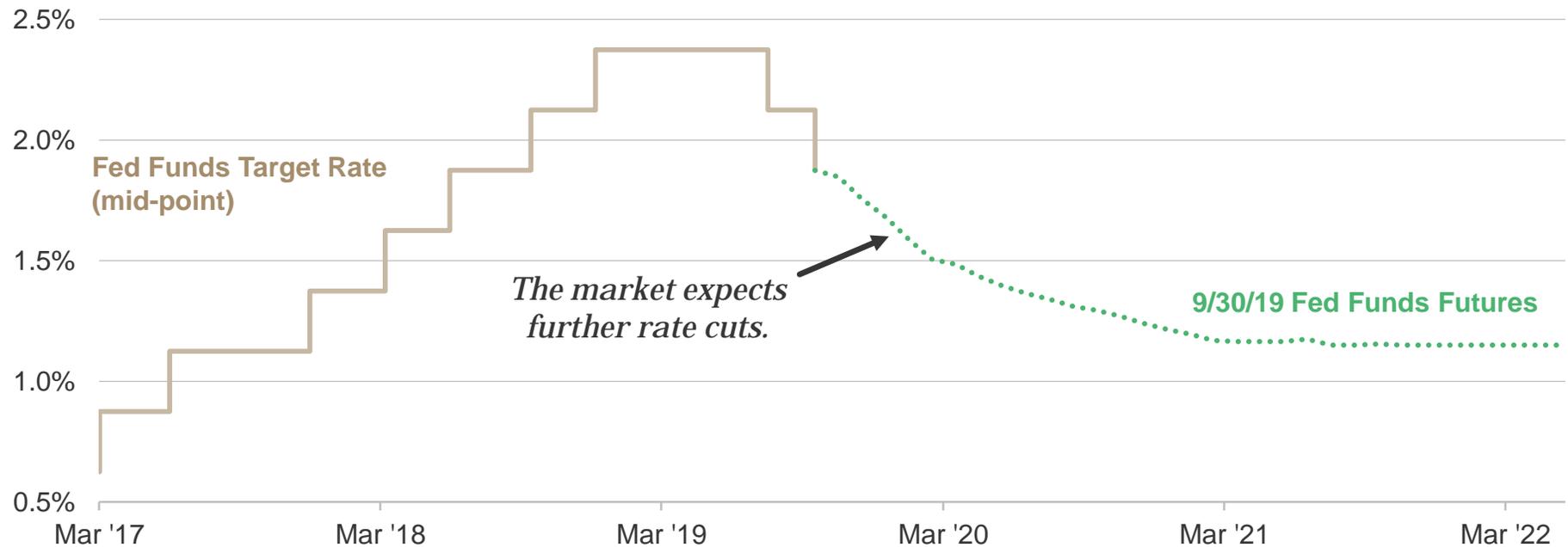
Region	2019	2020
World	2.9% ↓	3.0% ↓
U.S.	2.4% ↓	2.0% ↓
China	6.1% ↓	5.7% ↓
United Kingdom	1.0% ↓	0.9% ↓
Euro Area	1.1% ↓	1.0% ↓
	0.5% ↓	0.6% ↓
France	1.3%	1.2% ↓
Italy	0.0%	0.4% ↓
Japan	1.0% ↑	0.6%
Canada	1.5% ↑	1.6% ↓

Source: The Organization for Economic Co-operation and Development. Arrows indicate change from prior projection.

The Federal Reserve Cut Rates in July and September



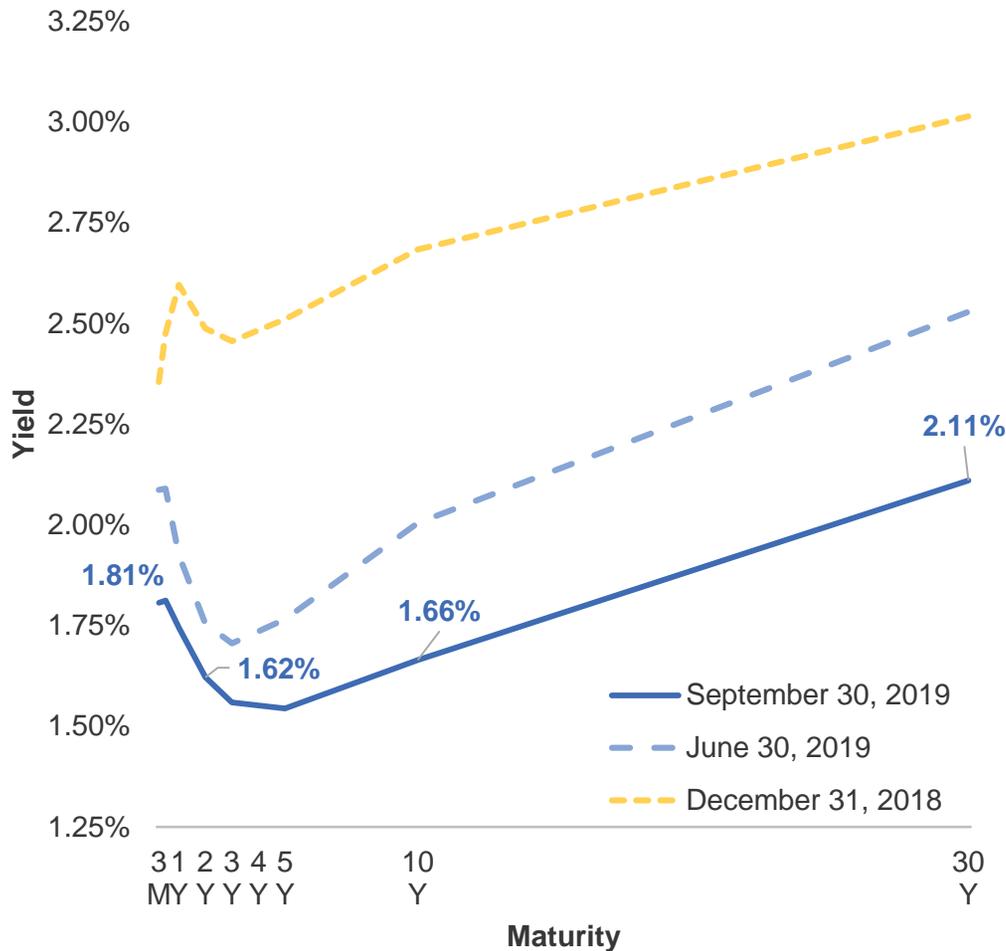
The Fed cited “...weak global growth...trade policy uncertainty...and muted inflation...”



Source: Federal Reserve and Bloomberg.

Yields Continued to Decline in the Third Quarter

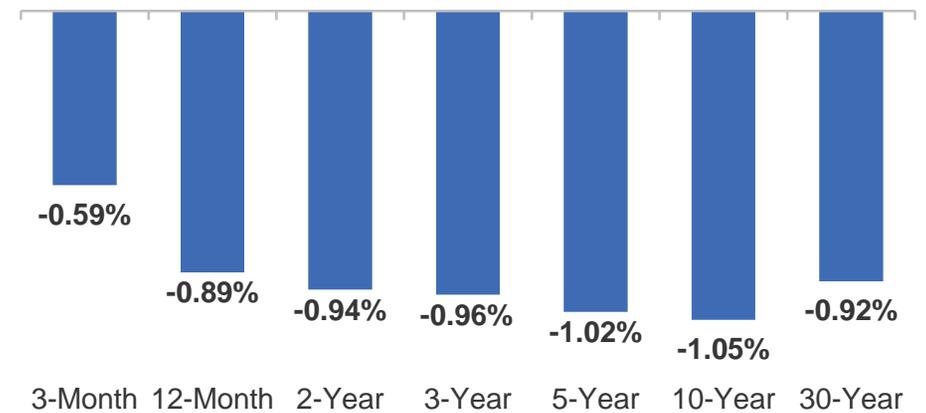
U.S. Treasury Yield Curve



Q3 Change in Yield



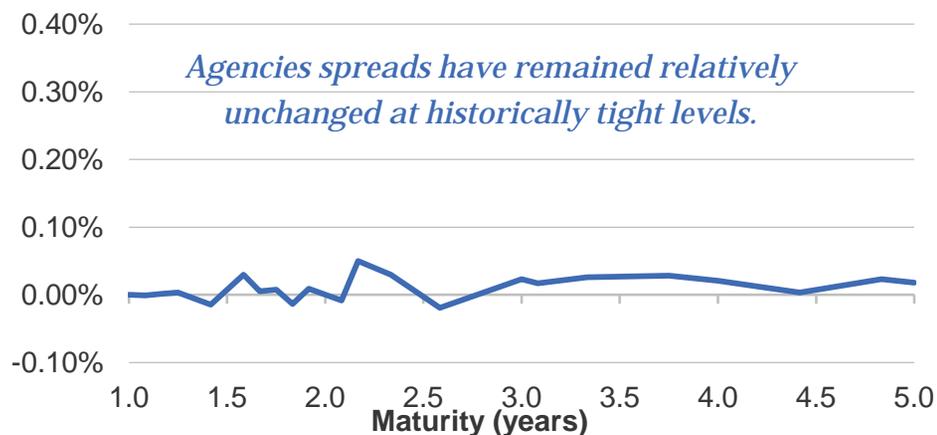
YTD Change in Yield



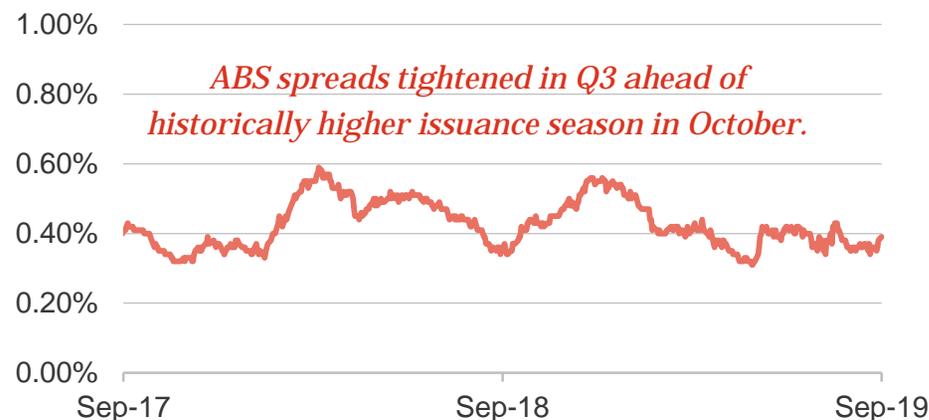
Source: Bloomberg, as of 9/30/19.

Yield Spreads Narrow Across All Spread Sectors

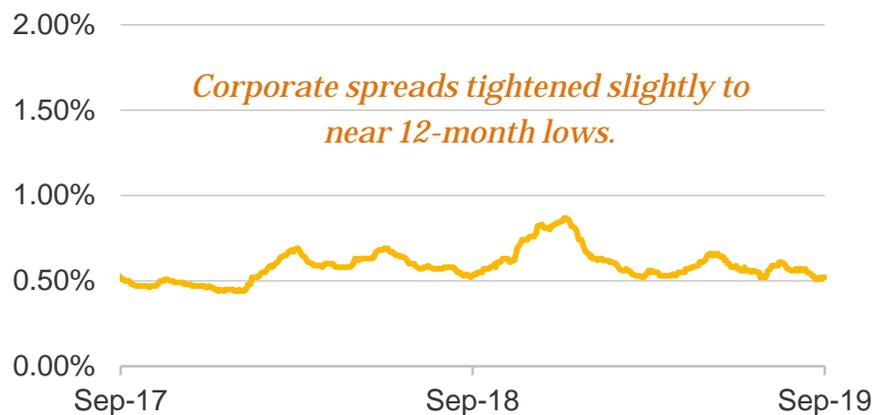
Federal Agency Yield Spreads



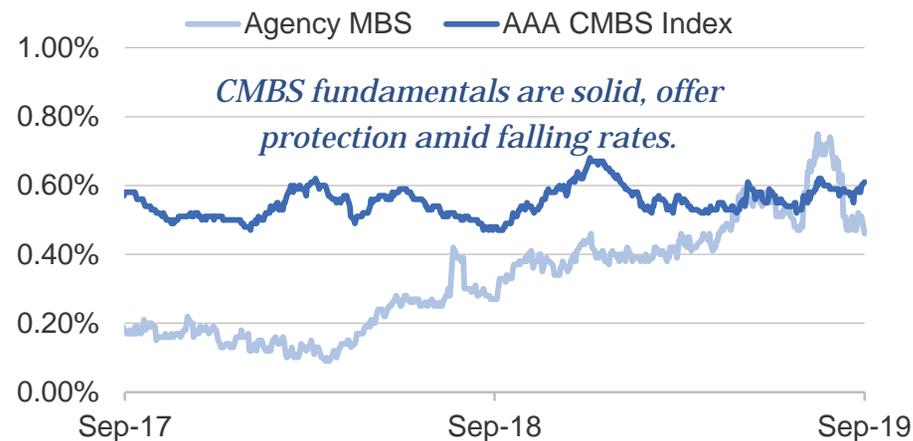
Auto Asset-Backed Securities Yield Spreads



Corporate Notes (1-5 yr A-AAA) Yield Spreads



Mortgage-Backed Securities Yield Spreads

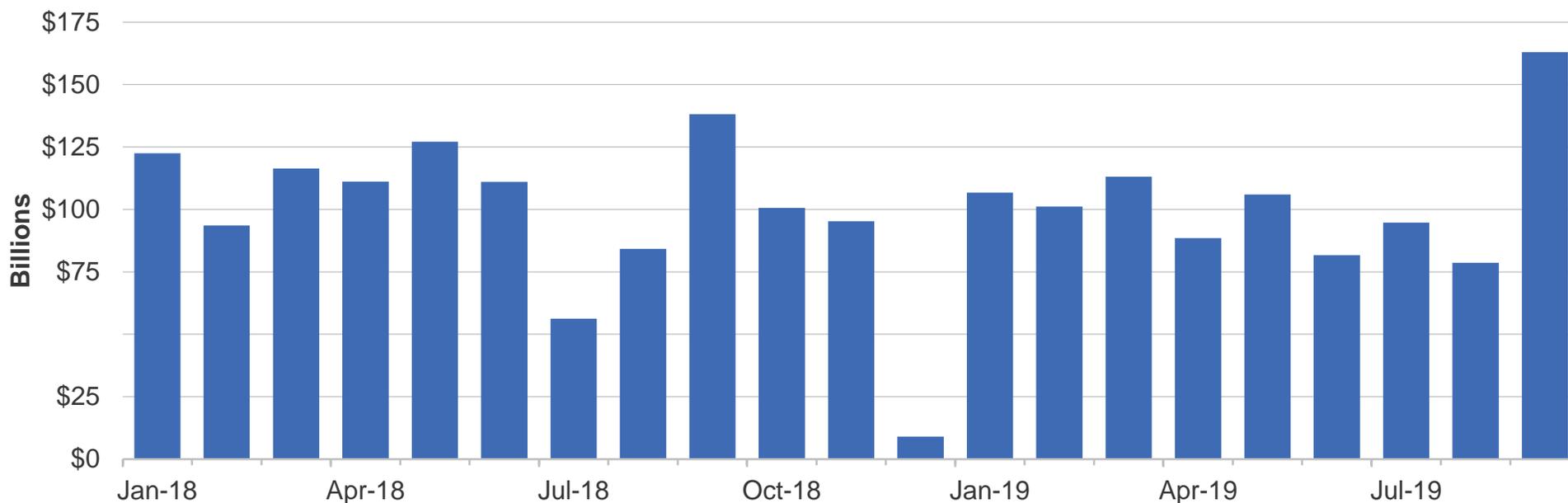


Source: Bloomberg, MarketAxess, and PFM. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. ICE BofAML 1-5 year Indices. Data as of 9/30/19. CMBS refers to Commercial Mortgage-Backed Securities.

Corporate Issuance Surges in September

- ◆ After a slow start to the quarter, investment grade corporate issuance broke records in September.
 - \$163 billion issued in September.
 - Third busiest month on record.
 - The first week of September was the busiest single week on record.
- ◆ Spreads tightened as demand was high to meet the surge in supply.

U.S. Corporate Investment Grade Issuance



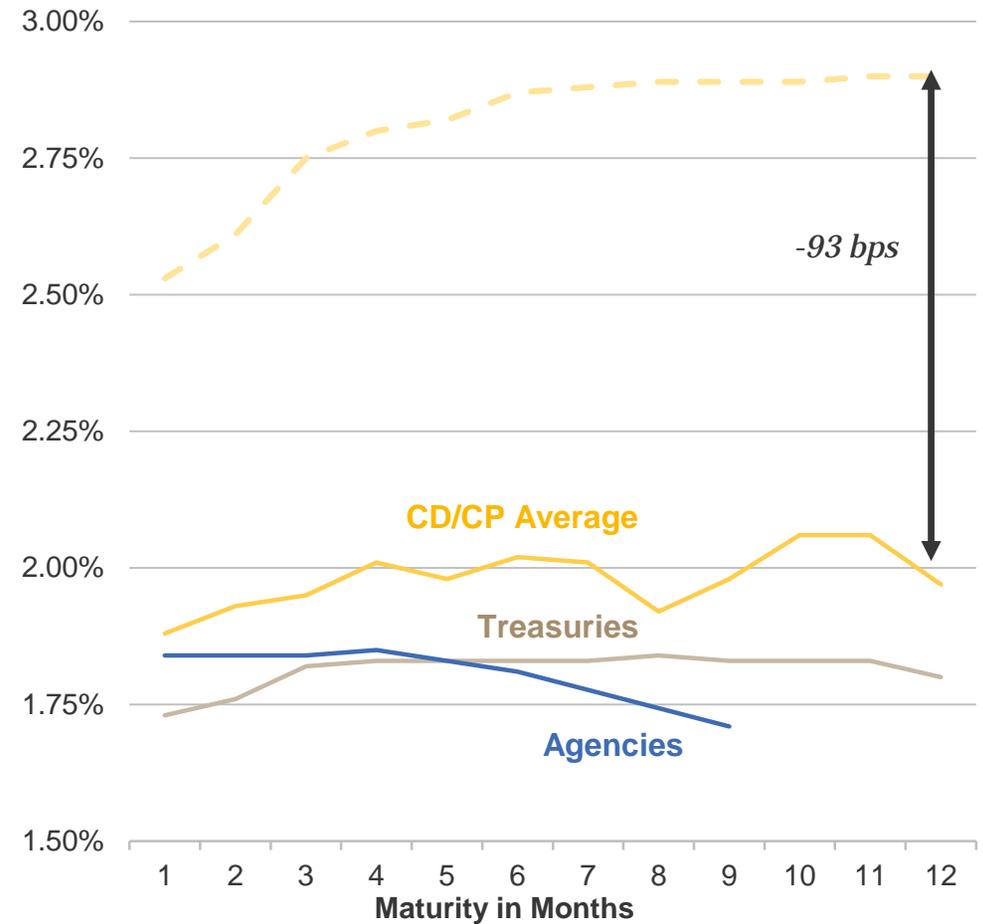
Source: SIFMA, as of September 2019.

Short-Term Credit Spreads Stretch to Near 8-Month Wides

Yield Spread on 6-month Commercial Paper over T-Bill



Money Market Yield Curves



Source (left): Bloomberg, as of 9/30/19. Source (right): PFM Trading Desk, as of 9/30/19. 6-mo CP yield spread based on A1/P1 rated CP index.

Investment Performance Review

Portfolio Recap

- ◆ Our strategy throughout the quarter included the following elements:
 - We continued to maintain portfolio durations in line with benchmarks, as we have since the beginning of the year, because of growing certainty that the Fed would cut rates, perhaps multiple times. Maintaining durations—despite the inverted yield curve—was just as vital as in previous quarters as the continued drop in yields drove strong fixed income returns. In fact, longer-duration strategies outperformed shorter ones for the fourth quarter in a row.
 - We continued to rotate out of the federal agency sector as its yield spreads remained unattractive relative to comparable treasuries. Even new issue concessions were less attractive than in prior quarters. While limited supply is partly to blame, insatiable market demand has essentially capped any upside. As a result, we continued to prefer Treasuries over agencies, and avoided callable agencies, due to significant early redemptions.
 - Corporate bonds rallied, pushing yield spreads back to near 12-month lows during the quarter as a more accommodative Fed and a temporary lull in the trade war offensive mitigated some of the imminent risk to the economy. As a result, investment-grade (IG) corporates generated attractive excess returns for the third quarter, with lower quality issuers outperforming higher quality ones. Our focus remained on those issuers with lower leverage and less relative exposure to international trade risks.
 - After narrowing in the first half of 2019, yield spreads on short-term commercial paper and negotiable bank CDs gradually increased from multi-year lows. Short-term credit sectors once again offered favorable incremental yield opportunities for ultra-short-term investors.

Sector Allocation & Compliance

- The portfolio is in compliance with the District's Investment Policy and California Government Code.

Security Type	Market Value	% of Portfolio	Permitted by Policy	In Compliance
U.S. Treasury	\$25,477,533	28.7%	100%	✓
Federal Agency	\$15,491,730	17.4%	100%	✓
Municipal Obligations	\$2,013,810	2.3%	100%	✓
Negotiable CDs	\$3,568,181	4.0%	30%	✓
Corporate Notes	\$10,650,112	12.0%	30%	✓
Securities Sub-Total	\$57,201,367	64.4%		
Accrued Interest	\$253,327			
Securities Total	\$57,454,694			
CAMP	\$31,625,175	35.6%	50%	✓
Cash	\$1	0.0%	20%	✓
Total Investments	\$89,079,870	100.0%		

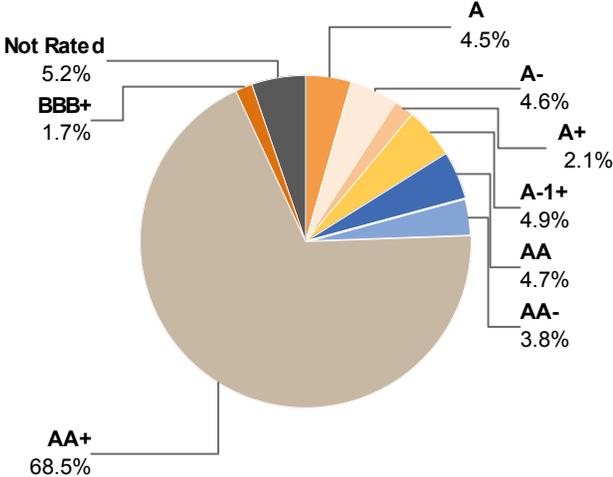
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of January 2019.

Portfolio Statistics

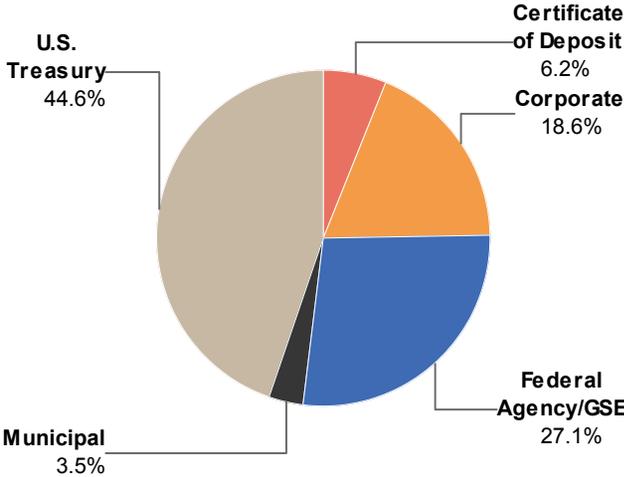
As of September 30, 2019

Par Value:	\$56,829,000
Total Market Value:	\$57,454,695
Security Market Value:	\$57,201,367
Accrued Interest:	\$253,327
Cash:	\$1
Amortized Cost:	\$56,537,985
Yield at Market:	1.76%
Yield at Cost:	2.10%
Effective Duration:	2.16 Years
Duration to Worst:	2.23 Years
Average Maturity:	2.39 Years
Average Credit: *	AA

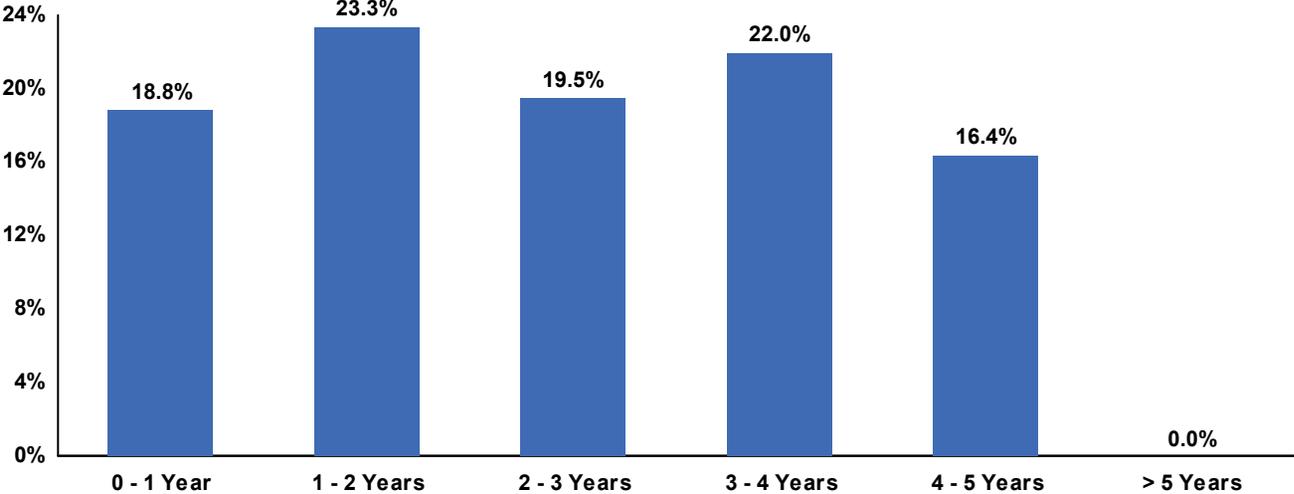
Credit Quality (S&P Ratings)**



Sector Allocation



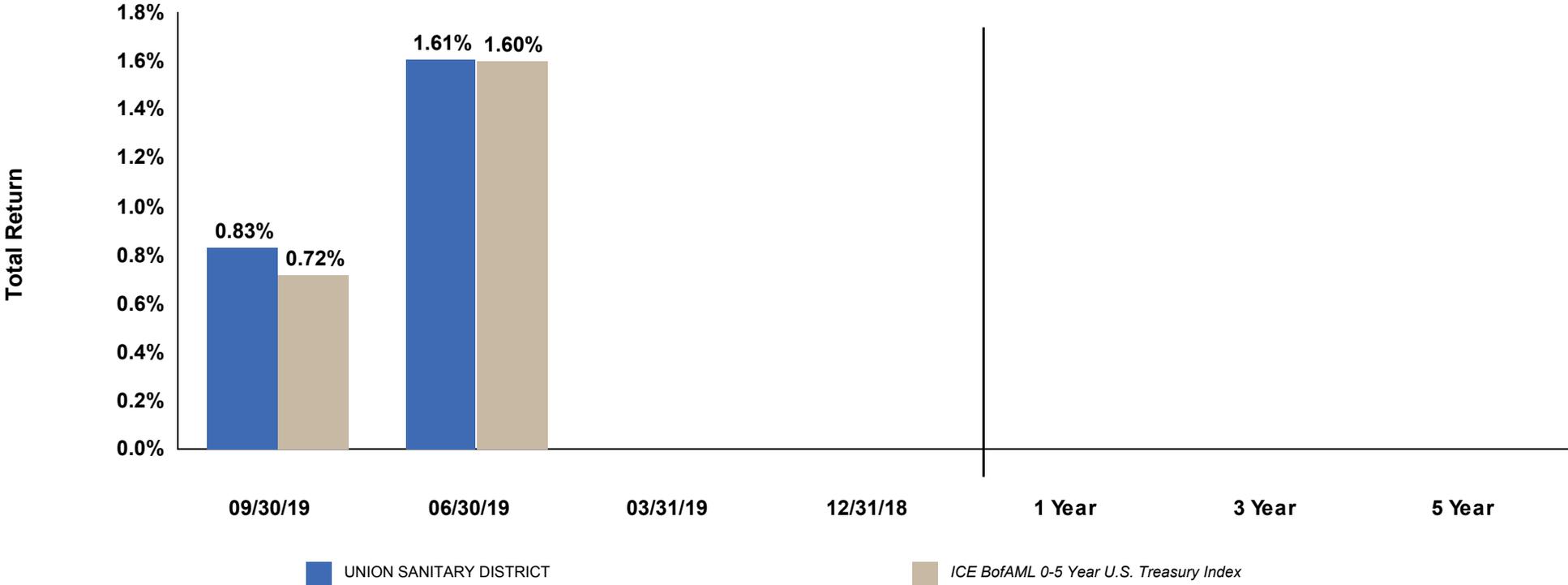
Maturity Distribution



* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.
 **Securities held in the District's portfolio are in compliance with CA Government Code and the District's Investment Policy dated January 2019.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		09/30/19	06/30/19	03/31/19	12/31/18		3 Year	5 Year
UNION SANITARY DISTRICT	2.16	0.83%	1.61%	-	-	-	-	-
ICE BofAML 0-5 Year U.S. Treasury Index	2.10	0.72%	1.60%	-	-	-	-	-
Difference		0.11%	0.01%	-	-	-	-	-



Portfolio performance is gross of fees unless otherwise indicated.

Portfolio Earnings

Quarter-Ended September 30, 2019

	<u>Market Value Basis</u>	<u>Accrual (Amortized Cost) Basis</u>
Beginning Value (06/30/2019)	\$58,027,509.28	\$57,538,279.67
Net Purchases/Sales	(\$1,025,380.54)	(\$1,025,380.54)
Change in Value	\$199,237.86	\$25,086.04
Ending Value (09/30/2019)	\$57,201,366.60	\$56,537,985.17
Interest Earned	\$286,420.63	\$286,420.63
Portfolio Earnings	\$485,658.49	\$311,506.67

Sector/Issuer Distribution

As of September 30, 2019

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Certificate of Deposit			
ALLY FINANCIAL INC.	247,842	6.9%	0.4%
AMERICAN EXPRESS CO	249,978	7.0%	0.4%
BELMONT SAVINGS BANK	250,062	7.0%	0.4%
BMW FINANCIAL SERVICES NA LLC	249,030	7.0%	0.4%
CAPITAL ONE FINANCIAL CORP	246,586	6.9%	0.4%
CREDIT AGRICOLE SA	580,941	16.3%	1.0%
DISCOVER FINANCIAL SERVICES	249,421	7.0%	0.4%
LAKESIDE BANK	248,895	7.0%	0.4%
LANDMARK BANK NA MO	248,129	7.0%	0.4%
PONCE DE LEON FEDERAL BK	249,204	7.0%	0.4%
STATE BANK OF INDIA	249,498	7.0%	0.4%
SUMMIT COMMUNITY BANK	248,730	7.0%	0.4%
SYNCHRONY BANK	249,867	7.0%	0.4%
Sector Total	3,568,181	100.0%	6.2%
Corporate			
AMAZON.COM INC	686,072	6.4%	1.2%
AMERICAN EXPRESS CO	1,017,424	9.6%	1.8%
BANK OF AMERICA CO	533,459	5.0%	0.9%
BB&T CORPORATION	537,849	5.1%	0.9%

UNION SANITARY DISTRICT

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
CHEVRON CORPORATION	2,163,931	20.3%	3.8%
EXXON MOBIL CORP	1,012,009	9.5%	1.8%
GENERAL ELECTRIC CO	997,588	9.4%	1.7%
HSBC HOLDINGS PLC	2,048,836	19.2%	3.6%
JP MORGAN CHASE & CO	533,826	5.0%	0.9%
PACCAR FINANCIAL CORP	589,059	5.5%	1.0%
STATE STREET CORPORATION	530,059	5.0%	0.9%
Sector Total	10,650,112	100.0%	18.6%
Federal Agency/GSE			
FANNIE MAE	991,776	6.4%	1.7%
FEDERAL FARM CREDIT BANKS	2,997,149	19.3%	5.2%
FEDERAL HOME LOAN BANKS	5,004,936	32.3%	8.7%
FREDDIE MAC	6,497,869	41.9%	11.4%
Sector Total	15,491,730	100.0%	27.1%
Municipal			
CALIFORNIA ST	1,012,630	50.3%	1.8%
RIVERSIDE CA PENSN OBLG	500,520	24.9%	0.9%
VICTOR VLY CA CMNTY CLG DIST	500,660	24.9%	0.9%
Sector Total	2,013,810	100.0%	3.5%
U.S. Treasury			
UNITED STATES TREASURY	25,477,533	100.0%	44.5%

UNION SANITARY DISTRICT

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Sector Total	25,477,533	100.0%	44.5%
Portfolio Total	57,201,367	100.0%	100.0%

Investment Strategy Outlook

- ◆ Our strategy as we enter the final quarter of 2019 is to maintain a well-diversified portfolio as we seek to balance portfolio earnings potential with profit-taking in sectors that appear overly expensive. Issue selection has become increasingly important, regardless of sector, as market cross-currents have created both risks and opportunities.
- ◆ Our outlook for the major investment-grade fixed income sectors is as follows:
 - Federal agency yield spreads remain very tight. In some cases, agencies offer yields less than those on Treasuries of similar maturity. The U.S. Treasury Department also released an updated housing reform plan that seeks to reduce the role of the Federal Government, but implementation faces many political and practical difficulties. We continue to favor further reductions in agency holdings because their upside is limited.
 - In the investment-grade (IG) corporate sector, we remain cautiously optimistic. Stable fundamentals, positive earnings growth, and a resilient equity market support the underlying stability of the credit markets; however, in addition to the myriad of geopolitical issues that have yet to be resolved, increased balance sheet leverage translates into somewhat elevated financial risks, especially in light of the narrow spreads currently available. As a result, we plan to reduce “rich” corporate holdings while creating room for new corporate opportunities as they become available.
 - Increasing new home supply and accelerating prepayments are expected to weigh on the MBS sector over the near term. While spreads snapped back modestly near quarter-end, relative value in the sector is now attractive. Our preference is for structures that are less sensitive to interest rate movements—in particular, commercial MBS (CMBS) and well-seasoned mortgage pools that have less prepayment variability.
 - On the heels of two Fed rate cuts in the third quarter, money market investors may see further rate adjustments in the coming months. Short-term credit spreads have widened recently, creating investment opportunities that offset some of the Fed’s lower overnight target rate.

Portfolio Transactions and Holdings

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/1/19	7/3/19	490,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	492,522.23	2.22%	
7/1/19	7/3/19	500,000	912828XX3	US TREASURY N/B NOTES	2.00%	6/30/24	505,237.77	1.78%	
7/12/19	7/15/19	245,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	246,449.35	2.16%	
7/19/19	7/22/19	247,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	248,584.74	1.83%	
7/31/19	7/31/19	470,000	912796VT3	UNITED STATES TREASURY BILL	0.00%	9/3/19	469,130.20	1.96%	
7/31/19	7/31/19	1,000,000	9128287C8	UNITED STATES TREASURY NOTES	1.75%	7/15/22	999,549.93	1.79%	
8/28/19	8/29/19	965,000	9128282N9	US TREASURY N/B	2.12%	7/31/24	1,000,353.28	1.39%	
9/3/19	9/3/19	1,000,000	912796SL4	UNITED STATES TREASURY BILL	0.00%	10/3/19	998,355.00	1.98%	
9/3/19	9/3/19	780,000	9128282U3	US TREASURY N/B NOTES	1.87%	8/31/24	797,853.35	1.40%	
9/18/19	9/19/19	1,500,000	912796SY6	US TREASURY BILL	0.00%	12/26/19	1,492,364.17	1.88%	
9/27/19	9/27/19	335,000	912796TE9	UNITED STATES TREASURY BILL	0.00%	2/6/20	332,795.14	1.81%	
Total BUY		7,532,000					7,583,195.16		
INTEREST									
7/15/19	7/15/19	249,000	48125Y5L4	JPMORGAN CHASE & CO CD	1.10%	7/15/19	682.87		
7/22/19	7/22/19	249,000	9497486R3	WELLS FARGO BANK NA CD	1.15%	7/22/19	251.05		
7/24/19	7/24/19	500,000	06053FAA7	BANK OF AMERICA CORP NOTES	4.10%	7/24/23	10,250.00		
7/26/19	7/26/19	247,000	8562846A7	STATE BANK OF INDIA CD	2.25%	1/26/22	2,755.91		
7/30/19	7/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24		
7/31/19	7/31/19	247,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	1,698.13		
7/31/19	7/31/19	490,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	3,368.75		
7/31/19	7/31/19	1,790,000	912828S92	US TREASURY NOTES	1.25%	7/31/23	11,187.50		
7/31/19	7/31/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	358.15		
7/31/19	7/31/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	348.94		

UNION SANITARY DISTRICT

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
7/31/19	7/31/19	490,000	912828TH3	US TREASURY NOTES	0.87%	7/31/19	2,143.75		
7/31/19	7/31/19	245,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	1,684.38		
8/1/19	8/1/19	0	MONEY0002	MONEY MARKET FUND			4,740.00		
8/1/19	8/1/19	500,000	92603PER9	YPSILANTI COMM SCH, MI TXBL GO BONDS	1.89%	8/1/21	4,740.00		
8/22/19	8/22/19	675,000	023135AW6	AMAZON.COM INC BONDS	2.40%	2/22/23	8,100.00		
8/24/19	8/24/19	247,000	87165ELT2	SYNCHRONY BANK CD	2.30%	2/24/22	2,817.15		
8/24/19	8/24/19	2,000,000	4042Q1AE7	HSBC BANK USA NA CORP NOTES	4.87%	8/24/20	48,750.00		
8/29/19	8/29/19	1,000,000	3130AAHC5	FHLB NOTES (CALLED OMD 12/22/2021)	2.40%	8/29/19	4,466.67		
8/30/19	8/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24		
8/31/19	8/31/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	348.94		
8/31/19	8/31/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	370.09		
8/31/19	8/31/19	2,000,000	912828W48	US TREASURY N/B NOTES	2.12%	2/29/24	21,250.00		
8/31/19	8/31/19	1,050,000	912828W55	US TREASURY N/B NOTES	1.87%	2/28/22	9,843.75		
9/1/19	9/1/19	1,330,000	50420BCH3	ENERGY NW, WA TXBL REV BONDS	2.03%	9/1/19	13,526.10		
9/1/19	9/1/19	985,000	30231GAR3	EXXON MOBIL CORPORATION CORP NOTES	2.72%	3/1/23	13,425.55		
9/3/19	9/3/19	1,000,000	0258M0EG0	AMERICAN EXPRESS CREDIT (CALLABLE) NOTES	2.70%	3/3/22	13,500.00		
9/9/19	9/9/19	1,000,000	3134GA7A6	FHLMC NOTES (EX-CALLABLE)	1.50%	9/9/19	7,500.00		
9/10/19	9/10/19	247,000	05580AGR9	BMW BANK NORTH AMERICA CD	2.15%	3/10/22	2,677.07		
9/21/19	9/21/19	248,000	080515BV0	BELMONT SAVINGS BANK CD	2.15%	3/21/22	2,687.91		
9/23/19	9/23/19	1,000,000	3133EFR25	FFCB (CALLABLE) AGENCY NOTES	1.59%	3/23/20	7,950.00		
9/27/19	9/27/19	330,000	3130AG5B7	FHLB NOTES (CALLED, OMD 03/27/24)	2.85%	9/27/19	4,702.50		
9/29/19	9/29/19	248,000	51506VCA9	LANDMARK BANK NA MO CD	2.10%	3/29/21	1,312.70		
9/30/19	9/30/19	2,000,000	912828L57	US TREASURY NOTES	1.75%	9/30/22	17,500.00		
9/30/19	9/30/19	2,000,000	912828Q29	US TREASURY NOTES	1.50%	3/31/23	15,000.00		
9/30/19	9/30/19	2,000,000	912828T26	US TREASURY N/B	1.37%	9/30/23	13,750.00		
9/30/19	9/30/19	249,000	51210SMU8	LAKESIDE BANK CD	1.75%	5/29/20	358.15		
9/30/19	9/30/19	249,000	86604XLT1	SUMMIT COMMUNITY BANK CD	1.65%	5/29/20	337.68		
9/30/19	9/30/19	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24		

UNION SANITARY DISTRICT

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
Total INTEREST		26,608,000					255,557.41		
MATURITY									
7/3/19	7/3/19	1,000,000	313384HR3	FEDERAL HOME LOAN BANKS DISC NOTE	0.00%	7/3/19	1,000,000.00		0.00
7/15/19	7/15/19	249,000	48125Y5L4	JPMORGAN CHASE & CO CD	1.10%	7/15/19	249,000.00		0.00
7/22/19	7/22/19	249,000	9497486R3	WELLS FARGO BANK NA CD	1.15%	7/22/19	249,000.00		0.00
7/31/19	7/31/19	490,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	490,000.00		0.00
7/31/19	7/31/19	245,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	245,000.00		0.00
7/31/19	7/31/19	247,000	9128282K5	US TREASURY NOTES	1.37%	7/31/19	247,000.00		0.00
7/31/19	7/31/19	490,000	912828TH3	US TREASURY NOTES	0.87%	7/31/19	490,000.00		0.00
8/29/19	8/29/19	1,000,000	3130AAHC5	FHLB NOTES (CALLED OMD 12/22/2021)	2.40%	8/29/19	1,000,000.00		0.00
9/1/19	9/1/19	1,330,000	50420BCH3	ENERGY NW, WA TXBL REV BONDS	2.03%	9/1/19	1,330,000.00		0.00
9/3/19	9/3/19	470,000	912796VT3	UNITED STATES TREASURY BILL	0.00%	9/3/19	470,000.00		0.00
9/9/19	9/9/19	1,000,000	3134GA7A6	FHLMC NOTES (EX-CALLABLE)	1.50%	9/9/19	1,000,000.00		0.00
9/19/19	9/19/19	1,500,000	62479MWW5	MUFG BANK LTD/NY COMM PAPER	0.00%	9/19/19	1,500,000.00		0.00
9/27/19	9/27/19	330,000	3130AG5B7	FHLB NOTES (CALLED, OMD 03/27/24)	2.85%	9/27/19	330,000.00		0.00
Total MATURITY		8,600,000					8,600,000.00		0.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 02/28/2017 1.875% 02/28/2022	912828W55	1,050,000.00	AA+	Aaa	4/1/2019	4/2/2019	1,037,572.27	2.30	1,676.68	1,039,638.78	1,056,151.95
US TREASURY N/B NOTES DTD 06/30/2015 2.125% 06/30/2022	912828XG0	1,420,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,406,909.37	2.42	7,625.75	1,408,993.31	1,440,578.64
UNITED STATES TREASURY NOTES DTD 07/15/2019 1.750% 07/15/2022	9128287C8	1,000,000.00	AA+	Aaa	7/31/2019	7/31/2019	998,789.06	1.79	3,709.24	998,857.51	1,003,945.00
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,954,531.25	2.43	95.63	1,961,155.36	2,009,922.00
US TREASURY NOTES DTD 12/31/2015 2.125% 12/31/2022	912828N30	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,978,359.38	2.43	10,740.49	1,981,330.86	2,034,140.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,929,140.63	2.43	81.97	1,938,125.06	1,995,390.00
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,914,609.38	2.43	6,949.73	1,924,824.76	1,985,390.00
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,790,000.00	AA+	Aaa	4/1/2019	4/2/2019	1,712,806.25	2.30	3,769.70	1,721,354.52	1,768,394.70
US TREASURY N/B DTD 09/30/2016 1.375% 09/30/2023	912828T26	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,909,531.25	2.44	75.14	1,919,671.14	1,985,312.00
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,982,968.75	2.44	11,372.28	1,984,808.44	2,055,390.00
US TREASURY N/B NOTES DTD 02/28/2017 2.125% 02/29/2024	912828W48	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,970,625.00	2.44	3,619.51	1,973,625.22	2,047,500.00
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	960,000.00	AA+	Aaa	6/3/2019	6/7/2019	964,875.00	1.89	8,034.78	964,579.72	978,262.08
US TREASURY N/B NOTES DTD 06/30/2017 2.000% 06/30/2024	912828XX3	500,000.00	AA+	Aaa	7/1/2019	7/3/2019	505,156.25	1.78	2,527.17	504,913.76	509,707.00
US TREASURY N/B DTD 07/31/2017 2.125% 07/31/2024	9128282N9	965,000.00	AA+	Aaa	8/28/2019	8/29/2019	998,737.30	1.39	3,454.86	998,142.40	989,615.22
US TREASURY N/B NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	780,000.00	AA+	Aaa	9/3/2019	9/3/2019	797,732.81	1.40	1,245.54	797,468.12	791,456.64

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		22,465,000.00					22,062,343.95	2.27	64,978.47	22,117,488.96	22,651,155.23
U.S. Treasury Bill											
UNITED STATES TREASURY BILL DTD 04/04/2019 0.000% 10/03/2019	912796SL4	1,000,000.00	A-1+	P-1	9/3/2019	9/3/2019	998,355.00	1.98	0.00	999,890.33	999,909.00
US TREASURY BILL DTD 06/27/2019 0.000% 12/26/2019	912796SY6	1,500,000.00	A-1+	P-1	9/18/2019	9/19/2019	1,492,364.17	1.88	0.00	1,493,299.16	1,493,604.00
UNITED STATES TREASURY BILL DTD 08/08/2019 0.000% 02/06/2020	912796TE9	335,000.00	A-1+	P-1	9/27/2019	9/27/2019	332,795.14	1.81	0.00	332,861.95	332,865.05
Security Type Sub-Total		2,835,000.00					2,823,514.31	1.91	0.00	2,826,051.44	2,826,378.05
Municipal Bond / Note											
EVERGREEN ELEM SD, CA TXBL GO BONDS DTD 05/31/2017 2.125% 06/01/2021	769036BA1	500,000.00	AA	NR	6/1/2017	6/1/2017	500,000.00	2.13	3,541.67	500,000.00	500,520.00
YPSILANTI COMM SCH, MI TXBL GO BONDS DTD 05/05/2016 1.896% 08/01/2021	92603PER9	500,000.00	AA-	Aa2	12/28/2016	12/28/2016	490,150.00	2.35	1,580.00	495,943.07	500,660.00
CA ST TXBL GO BONDS DTD 04/27/2017 2.367% 04/01/2022	13063DAD0	1,000,000.00	AA-	Aa3	4/27/2017	4/27/2017	1,010,000.00	2.15	11,835.00	1,005,201.01	1,012,630.00
Security Type Sub-Total		2,000,000.00					2,000,150.00	2.19	16,956.67	2,001,144.08	2,013,810.00
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/28/2016 1.250% 10/28/2019	3134G8XQ7	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.25	5,312.50	1,000,000.00	999,430.00
FEDERAL FARM CREDIT BANKS NOTES DTD 05/25/2016 1.300% 11/25/2019	3133EGBK0	1,000,000.00	AA+	Aaa	5/25/2016	5/25/2016	997,950.00	1.36	4,550.00	999,910.35	999,195.00
FREDDIE MAC AGENCY DTD 12/30/2016 1.500% 12/30/2019	3134GAYY4	1,000,000.00	AA+	Aaa	12/30/2016	12/30/2016	1,000,000.00	1.50	3,791.67	1,000,000.00	999,008.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FFCB (CALLABLE) AGENCY NOTES DTD 03/23/2016 1.590% 03/23/2020	3133EFR25	1,000,000.00	AA+	Aaa	3/23/2016	3/23/2016	1,000,000.00	1.59	353.33	1,000,000.00	999,027.00
FEDERAL HOME LOAN BANKS NOTES DTD 12/21/2016 1.930% 12/21/2020	3130AADQ8	1,000,000.00	AA+	Aaa	12/21/2016	12/21/2016	1,000,000.00	1.93	5,361.11	1,000,000.00	998,372.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/28/2016 2.000% 04/28/2021	3130A7PR0	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.50	8,500.00	1,000,000.00	1,000,232.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/28/2016 1.750% 04/28/2021	3130A7QX6	1,000,000.00	AA+	Aaa	4/28/2016	4/28/2016	1,000,000.00	1.50	7,437.50	1,000,000.00	999,927.00
FREDDIE MAC NOTES DTD 04/28/2016 1.500% 04/28/2021	3134G8Z28	1,000,000.00	AA+	Aaa	5/10/2016	5/10/2016	999,500.00	1.51	6,375.00	999,837.97	999,818.00
FREDDIE MAC NOTES DTD 04/28/2016 1.500% 04/28/2021	3134G8VZ9	2,500,000.00	AA+	Aaa	4/28/2016	4/28/2016	2,500,000.00	1.50	15,937.50	2,500,000.00	2,499,175.00
FEDERAL FARM CREDIT BANKS NOTES DTD 05/03/2016 1.700% 05/03/2021	3133EF5T0	1,000,000.00	AA+	Aaa	5/3/2016	5/3/2016	1,000,000.00	1.70	6,988.89	1,000,000.00	998,927.00
FANNIE MAE NOTES DTD 06/16/2016 1.500% 06/16/2021	3136G3QX6	1,000,000.00	AA+	Aaa	6/16/2016	6/16/2016	995,000.00	1.60	4,375.00	998,247.04	991,776.00
FEDERAL HOME LOAN BANKS NOTES DTD 04/26/2017 2.000% 10/26/2021	3130AB3D6	1,000,000.00	AA+	Aaa	4/26/2017	4/26/2017	1,000,000.00	2.00	8,611.11	1,000,000.00	1,005,805.00
FEDERAL HOME LOAN BANKS NOTES DTD 12/29/2016 2.050% 12/29/2021	3130AAET1	1,000,000.00	AA+	Aaa	12/29/2016	12/29/2016	1,000,000.00	2.05	5,238.89	1,000,000.00	1,000,600.00
FREDDIE MAC DTD 12/30/2016 2.000% 12/30/2021	3134GAYV0	1,000,000.00	AA+	Aaa	12/30/2016	12/30/2016	1,000,000.00	2.00	5,055.56	1,000,000.00	1,000,438.00
Security Type Sub-Total		15,500,000.00					15,492,450.00	1.63	87,888.06	15,497,995.36	15,491,730.00
Corporate Note											
CHEVRON CORP (CALLABLE) NOTE DTD 11/18/2014 2.193% 11/15/2019	166764AN0	1,160,000.00	AA	Aa2	2/26/2016	2/26/2016	1,167,806.57	2.00	9,610.21	1,160,086.35	1,160,069.60
HSBC BANK USA NA CORP NOTES DTD 08/24/2010 4.875% 08/24/2020	4042Q1AE7	2,000,000.00	A	A1	5/17/2016	5/17/2016	2,191,145.28	2.50	10,020.83	2,041,861.84	2,048,836.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GENERAL ELECTRIC CO CORP NOTES DTD 07/02/2016 2.342% 11/15/2020	36164QMS4	1,000,000.00	BBB+	Baa1	3/10/2017	3/10/2017	1,010,642.28	2.04	8,847.56	1,003,332.46	997,588.00
CHEVRON CORP (CALLABLE) NOTES DTD 05/16/2016 2.100% 05/16/2021	166764BG4	1,000,000.00	AA	Aa2	5/10/2017	5/10/2017	999,500.00	2.11	7,875.00	999,793.42	1,003,861.00
STATE STREET CORP NOTES DTD 05/19/2016 1.950% 05/19/2021	857477AV5	530,000.00	A	A1	3/20/2019	3/22/2019	520,566.00	2.81	3,789.50	522,817.69	530,058.83
AMERICAN EXPRESS CREDIT (CALLABLE) NOTES DTD 03/03/2017 2.700% 03/03/2022	0258M0EG0	1,000,000.00	A-	A2	5/15/2017	5/15/2017	1,013,279.67	2.41	2,100.00	1,006,778.25	1,017,424.00
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	580,000.00	A+	A1	5/3/2019	5/10/2019	579,686.80	2.67	6,019.92	579,726.34	589,059.02
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	525,000.00	A-	A2	3/20/2019	3/22/2019	525,714.00	3.01	4,492.40	525,591.49	537,849.38
AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023	023135AW6	675,000.00	AA-	A3	4/11/2019	4/15/2019	668,499.75	2.66	1,755.00	669,254.02	686,072.03
EXXON MOBIL CORPORATION CORP NOTES DTD 03/03/2016 2.726% 03/01/2023	30231GAR3	985,000.00	AA+	Aaa	6/13/2019	6/14/2019	1,001,400.25	2.26	2,237.59	1,000,152.79	1,012,008.70
JPMORGAN CHASE & CO CORP NOTES DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	525,000.00	A-	A2	3/20/2019	3/22/2019	517,970.25	3.04	5,236.88	518,821.70	533,826.30
BANK OF AMERICA CORP NOTES DTD 07/23/2013 4.100% 07/24/2023	06053FAA7	500,000.00	A-	A2	3/20/2019	3/22/2019	520,405.00	3.09	3,815.28	518,088.98	533,459.00
Security Type Sub-Total		10,480,000.00					10,716,615.85	2.45	65,800.17	10,546,305.33	10,650,111.86
Certificate of Deposit - FDIC Insured											

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit - FDIC Insured											
ALLY BANK CD DTD 10/27/2016 1.350% 10/28/2019	02006LQ48	248,000.00	NR	NR	10/27/2016	10/27/2016	248,000.00	1.35	1,430.93	248,000.00	247,841.78
LAKESIDE BANK CD DTD 05/30/2017 1.750% 05/29/2020	51210SMU8	249,000.00	NR	NR	5/30/2017	5/30/2017	249,000.00	1.75	11.94	249,000.00	248,894.92
CAPITAL ONE BANK USA NA CD DTD 10/26/2016 1.500% 10/26/2020	140420L99	248,000.00	NR	NR	10/26/2016	10/26/2016	248,000.00	1.50	1,610.30	248,000.00	246,585.66
LANDMARK BANK NA MO CD DTD 03/29/2017 2.100% 03/29/2021	51506VCA9	248,000.00	NR	NR	3/29/2017	3/29/2017	248,000.00	2.10	28.54	248,000.00	248,128.71
PONCE DE LEON FEDERAL BK CD DTD 05/31/2017 1.850% 05/28/2021	732333AJ8	249,000.00	NR	NR	5/31/2017	5/31/2017	249,000.00	1.85	12.62	249,000.00	249,203.93
DISCOVER BANK CD DTD 12/29/2016 2.250% 12/29/2021	254672Y36	247,000.00	NR	NR	12/29/2016	12/29/2016	247,000.00	2.25	1,431.25	247,000.00	249,420.60
STATE BANK OF INDIA CD DTD 01/26/2017 2.250% 01/26/2022	8562846A7	247,000.00	NR	NR	1/26/2017	1/26/2017	247,000.00	2.25	1,020.14	247,000.00	249,497.66
SYNCHRONY BANK CD DTD 02/24/2017 2.300% 02/24/2022	87165ELT2	247,000.00	NR	NR	2/28/2017	2/28/2017	247,000.00	2.30	591.45	247,000.00	249,867.42
BMW BANK NORTH AMERICA CD DTD 03/10/2017 2.150% 03/10/2022	05580AGR9	247,000.00	NR	NR	3/10/2017	3/10/2017	247,000.00	2.15	305.54	247,000.00	249,030.34
BELMONT SAVINGS BANK CD DTD 03/20/2017 2.150% 03/21/2022	080515BV0	248,000.00	NR	NR	3/20/2017	3/20/2017	248,000.00	2.15	146.08	248,000.00	250,061.87
AMERICAN EXPRESS CREDIT CD DTD 04/05/2017 2.450% 04/05/2022	02587DN38	247,000.00	NR	NR	4/5/2017	4/5/2017	247,000.00	2.45	2,967.72	247,000.00	249,977.59
Security Type Sub-Total		2,725,000.00					2,725,000.00	2.01	9,556.51	2,725,000.00	2,738,510.48
Certificate of Deposit											
SUMMIT COMMUNITY BANK CD DTD 05/31/2017 1.650% 05/29/2020	86604XLT1	249,000.00	NR	NR	5/31/2017	5/31/2017	249,000.00	1.65	11.26	249,000.00	248,730.08
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	575,000.00	A+	Aa3	4/3/2019	4/4/2019	575,000.00	2.85	8,136.25	575,000.00	580,940.90

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		824,000.00					824,000.00	2.49	8,147.51	824,000.00	829,670.98
Managed Account Sub Total		56,829,000.00					56,644,074.11	2.10	253,327.39	56,537,985.17	57,201,366.60
Securities Sub-Total		\$56,829,000.00					\$56,644,074.11	2.10%	\$253,327.39	\$56,537,985.17	\$57,201,366.60
Accrued Interest											\$253,327.39
Total Investments											\$57,454,693.99

Bolded items are forward settling trades.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8229 – Apex (formerly known as Mission Stevenson), Located at Mission Boulevard and Stevenson Boulevard, in the City of Fremont (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach
Rod Schurman, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to accept a sanitary sewer easement for Tract 8229 – Apex (formerly known as Mission Stevenson), located at Mission Boulevard and Stevenson Boulevard, in the city of Fremont.

Previous Board Action

None.

Background

The developer, Tri Pointe Homes, Inc., is constructing 77 multi-family townhome units in 14 three-story units for Tract 8229 – Apex (formerly known as Mission Stevenson), located at Mission Boulevard and Stevenson Boulevard, in the city of Fremont. A vicinity map is attached.

Sanitary sewer service to the residential development will be provided by new 8-inch mains in the development's roadways, that discharge to an existing 8-inch sewer main in Stevenson Boulevard. The roadways of the development do not meet the City of Fremont's street

dimensions and structure setback requirements for public streets and were, therefore, designated as private streets. Tri Pointe Homes, Inc., has constructed the new 8-inch sewer mains and has granted the District sanitary sewer easements that provide for access and maintenance of the new sewer mains.

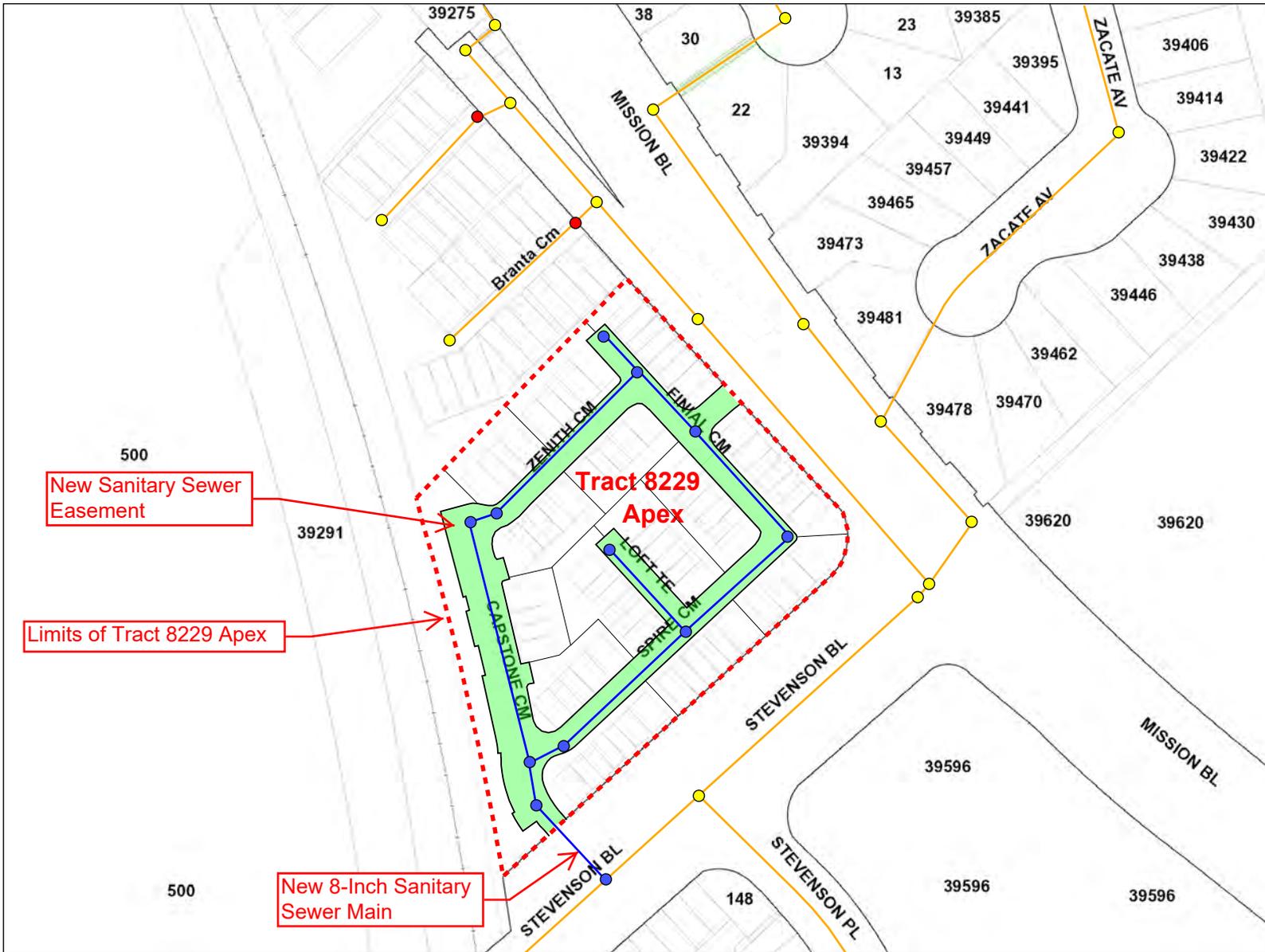
District staff has reviewed the legal description and plat map of the easement, as well as the Grant of Easement, and recommends approval.

PRE/SEG/RA/RS:mb

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



Vicinity Map: Grant of SSE, TR 8229 - Apex



New Sanitary Sewer Easement

Limits of Tract 8229 Apex

New 8-Inch Sanitary Sewer Main

Legend

Sewer Manholes

- Drop manhole
- End Cap
- Junction structure
- ★ Lamphole
- Lift station
- Manhole
- New Manhole

Sewer Mains

- New Gravity Main
- EBDA outfall
- Forcemain
- Gravity main
- Overflow main
- Siphons
- Trunk Main

Railroad / BART

- <all other values>
- BART

- Public Right of Way
- Private Right of Way

Sewer Easements

- Sewer Easements

Parcels

- <all other values>
- Alameda Cnty Flood Cntrl

151.2 0 75.59 151.2 Feet



1: 1,814



Printed: 10/14/2016 11:43 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 8229 – APEX, LOCATED AT MISSION BOULEVARD AND
STEVENSON BOULEVARD 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 TRI POINTE HOMES, INC., executed on May 3, 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 October 28, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

JENNIFER TOY
President, Board of Directors
Union Sanitary District

Attest:

PAT KITE
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

TRI POINTE HOMES, INC.

AND

UNION SANITARY DISTRICT

Effective Date: October 28, 2019

GRANT OF EASEMENT

FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 3rd day of May 2017, by and between TRI POINTE HOMES, INC., the Party/~~Parties~~ of the First Part, and Union Sanitary District, the Party of the Second Part,

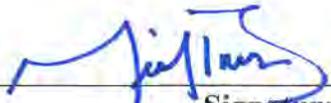
WITNESSETH:

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



Signature

By: MICHAEL BOWES, ASSISTANT SECRETARY
(Print or type name and title of signatory)
TRI POINTE HOMES, INC.

(Notarize)

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 May 3, 2017 before me, Tiffany Grubbs, Notary Public ,
Date Name and Title of Officer
personally appeared Michael Bowes ,
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: *Tiffany Grubbs*
Signature of Notary Public



Place Notary Seal Above

**EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT
TRACT 8229 MISSION STEVENSON
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 ALL OF PARCEL D, PARCEL E, PARCEL F, PARCEL G, AND PARCEL H TOGETHER WITH A PORTION OF LOTS 1 THROUGH 14 ALL LABELED AS SSE "SANITARY SEWER EASEMENT" AS SHOWN ON TRACT 8229 MISSION STEVENSON FILED FOR RECORD ON JUNE 8th, 2017 IN BOOK 347 OF MAPS AT PAGES 41-48, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT TO UNION SANITARY DISTRICT.

CONTAINING 44,574 SQUARE FEET OF LAND, MORE OR LESS.

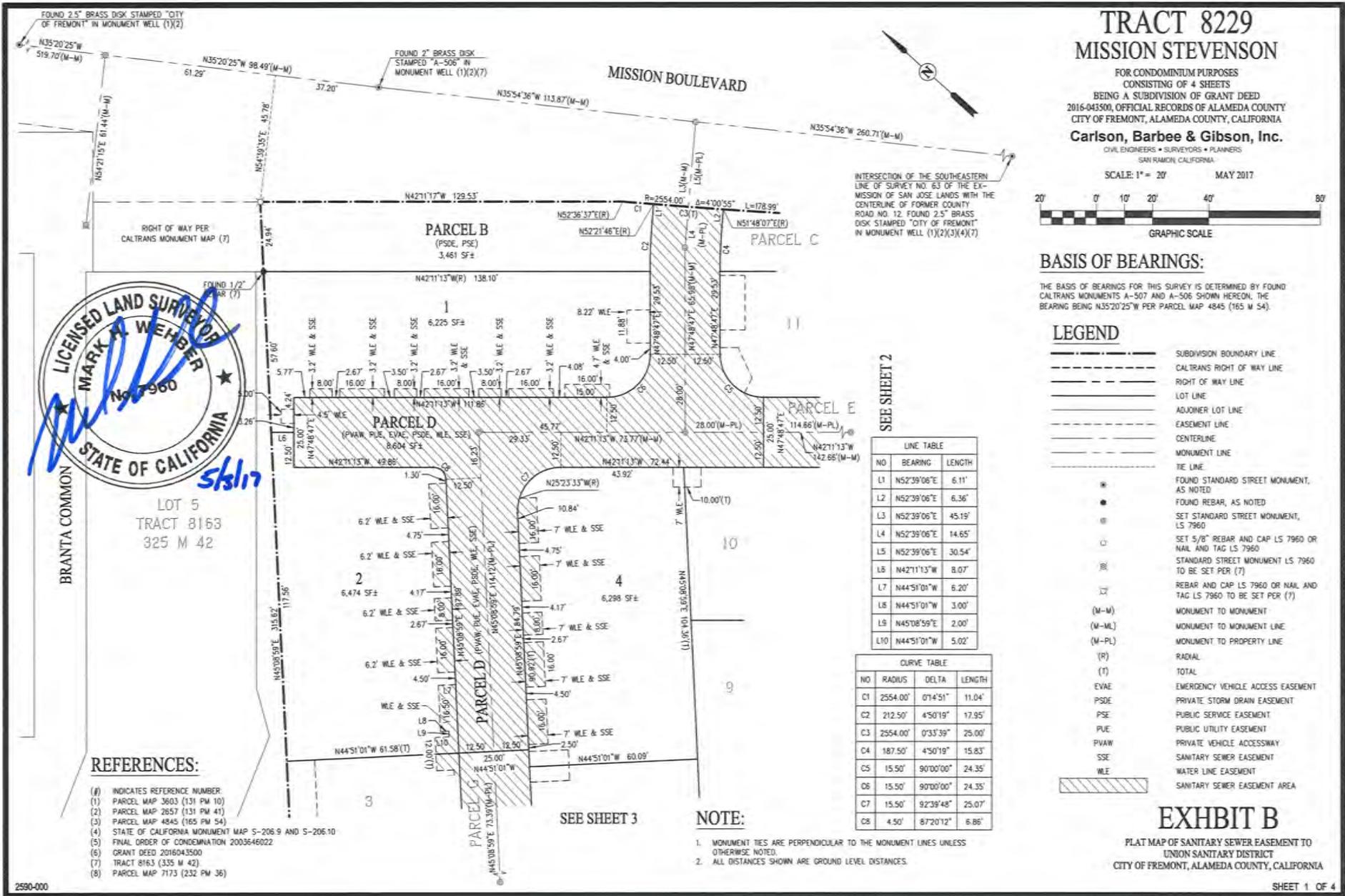
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

 5/3/17

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



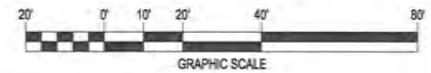


TRACT 8229 MISSION STEVENSON

FOR CONDOMINIUM PURPOSES
CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF GRANT DEED
2016-043500, OFFICIAL RECORDS OF ALAMEDA COUNTY
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 20' MAY 2017



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND CALTRANS MONUMENTS A-507 AND A-506 SHOWN HEREON. THE BEARING BEING N35°20'25"W PER PARCEL MAP 4845 (165 M 54).

LEGEND

- SUBDIVISION BOUNDARY LINE
- CALTRANS RIGHT OF WAY LINE
- RIGHT OF WAY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- FOUND STANDARD STREET MONUMENT, AS NOTED
- FOUND REBAR, AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- SET 5/8" REBAR AND CAP LS 7960 OR NAIL AND TAG LS 7960 TO BE SET PER (7)
- REBAR AND CAP LS 7960 OR NAIL AND TAG LS 7960 TO BE SET PER ((7))
- MONUMENT TO MONUMENT
- MONUMENT TO MONUMENT LINE
- MONUMENT TO PROPERTY LINE
- RADIAL
- TOTAL
- EMERGENCY VEHICLE ACCESS EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PUBLIC SERVICE EASEMENT
- PUBLIC UTILITY EASEMENT
- PRIVATE VEHICLE ACCESSWAY
- SANITARY SEWER EASEMENT
- WATER LINE EASEMENT
- SANITARY SEWER EASEMENT AREA

SEE SHEET 2

NO	BEARING	LENGTH
L1	N52°39'06"E	6.11'
L2	N52°39'06"E	6.36'
L3	N52°39'06"E	45.19'
L4	N52°39'06"E	14.65'
L5	N52°39'06"E	30.54'
L6	N42°11'13"W	8.07'
L7	N44°51'01"W	6.20'
L8	N44°51'01"W	3.00'
L9	N45°08'59"E	2.00'
L10	N44°51'01"W	5.02'

NO	RADIUS	DELTA	LENGTH
C1	2554.00'	074°51'	11.04'
C2	212.50'	4°50'19"	17.95'
C3	2554.00'	0°33'39"	25.00'
C4	187.50'	4°50'19"	15.83'
C5	15.50'	90°00'00"	24.35'
C6	15.50'	90°00'00"	24.35'
C7	15.50'	92°39'48"	25.07'
C8	4.50'	87°20'12"	6.86'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 3603 (131 PM 10)
- (2) PARCEL MAP 2657 (131 PM 41)
- (3) PARCEL MAP 4845 (165 PM 54)
- (4) STATE OF CALIFORNIA MONUMENT MAP S-206.9 AND S-206.10
- (5) FINAL ORDER OF CONDEMNATION 2003646022
- (6) GRANT DEED 2016043500
- (7) TRACT 8163 (335 M 42)
- (8) PARCEL MAP 7173 (232 PW 36)

NOTE:

1. MONUMENT TIES ARE PERPENDICULAR TO THE MONUMENT LINES UNLESS OTHERWISE NOTED.
2. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.



LOT 5
TRACT 8163
325 M 42

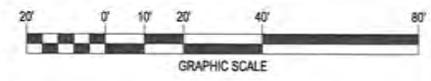
Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

TRACT 8229 MISSION STEVENSON

FOR CONDOMINIUM PURPOSES
CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF GRANT DEED
2016-043500, OFFICIAL RECORDS OF ALAMEDA COUNTY
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 20' MAY 2017



BASIS OF BEARINGS:

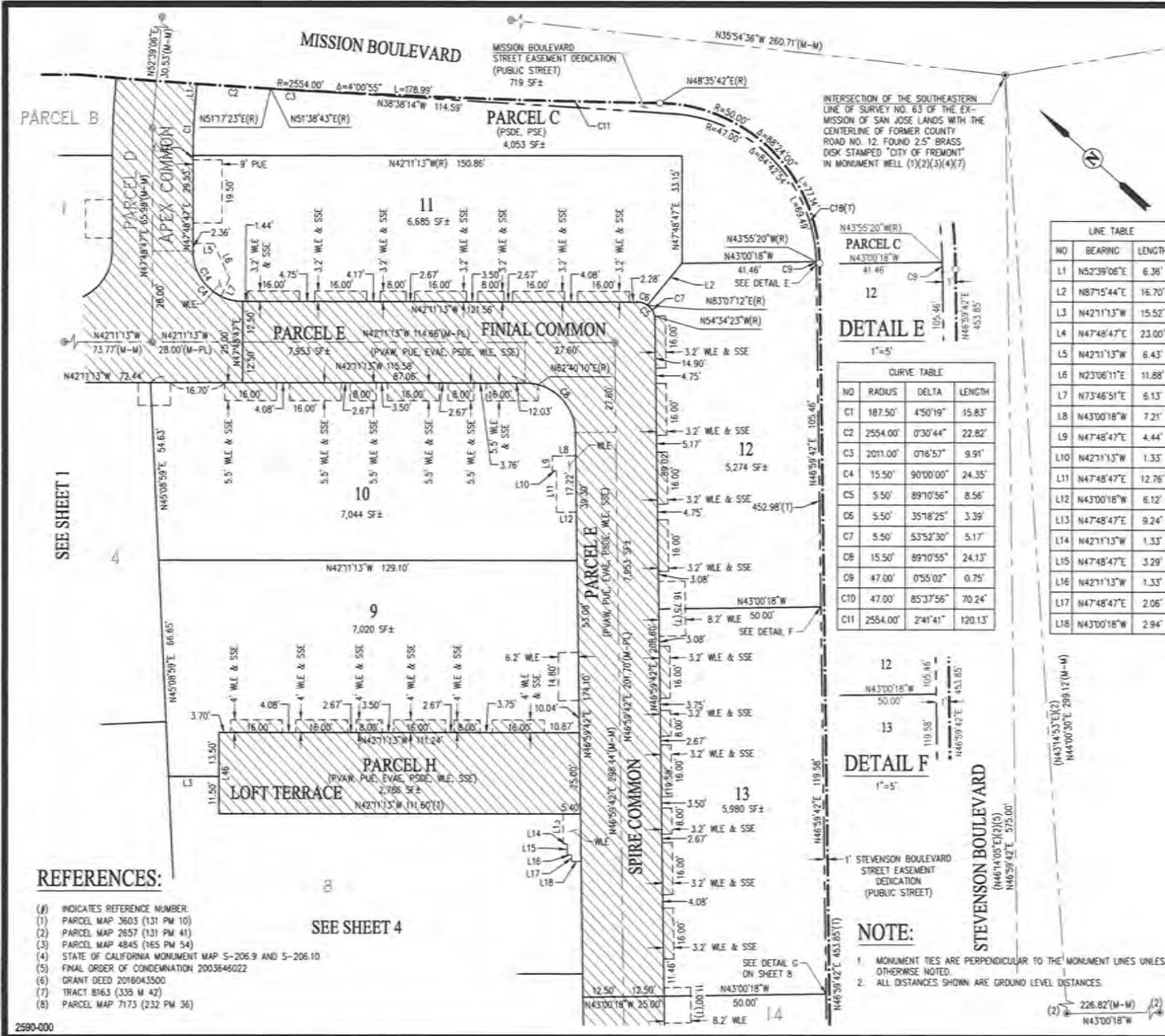
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND CALTRANS MONUMENTS A-507 AND A-506 SHOWN HEREON, THE BEARING BEING N35°20'25"W PER PARCEL MAP 4845 (165 M 54)

LEGEND

- SUBDIVISION BOUNDARY LINE
- - - - - CALTRANS RIGHT OF WAY LINE
- - - - - RIGHT OF WAY LINE
- - - - - LOT LINE
- - - - - ADJONER LOT LINE
- - - - - EASEMENT LINE
- - - - - CENTERLINE
- - - - - MONUMENT LINE
- - - - - TIE LINE
- FOUND STANDARD STREET MONUMENT, AS NOTED
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- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- (T) TIE
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PVAW PRIVATE VEHICLE ACCESSWAY
- SSE SANITARY SEWER EASEMENT
- WLE WATER LINE EASEMENT
- WLE SANITARY SEWER EASEMENT AREA

EXHIBIT B

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



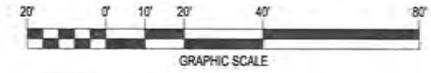
Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

TRACT 8229 MISSION STEVENSON

FOR CONDOMINIUM PURPOSES
CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF GRANT DEED
2016-04350, OFFICIAL RECORDS OF ALAMEDA COUNTY
CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 20' MAY 2017



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND CALTRANS MONUMENTS A-507 AND A-506 SHOWN HEREON, THE BEARING BEING N35°20'25" W PER PARCEL MAP 4845 (165 M 54).

LEGEND

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- CALTRANS RIGHT OF WAY LINE
- RIGHT OF WAY LINE
- LOT LINE
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- (M-M) MONUMENT TO MONUMENT
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- (R) RADIAL
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- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PVAW PRIVATE VEHICLE ACCESSWAY
- SSE SANITARY SEWER EASEMENT
- WLE WATER LINE EASEMENT
- SANITARY SEWER EASEMENT AREA

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
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NOTE:

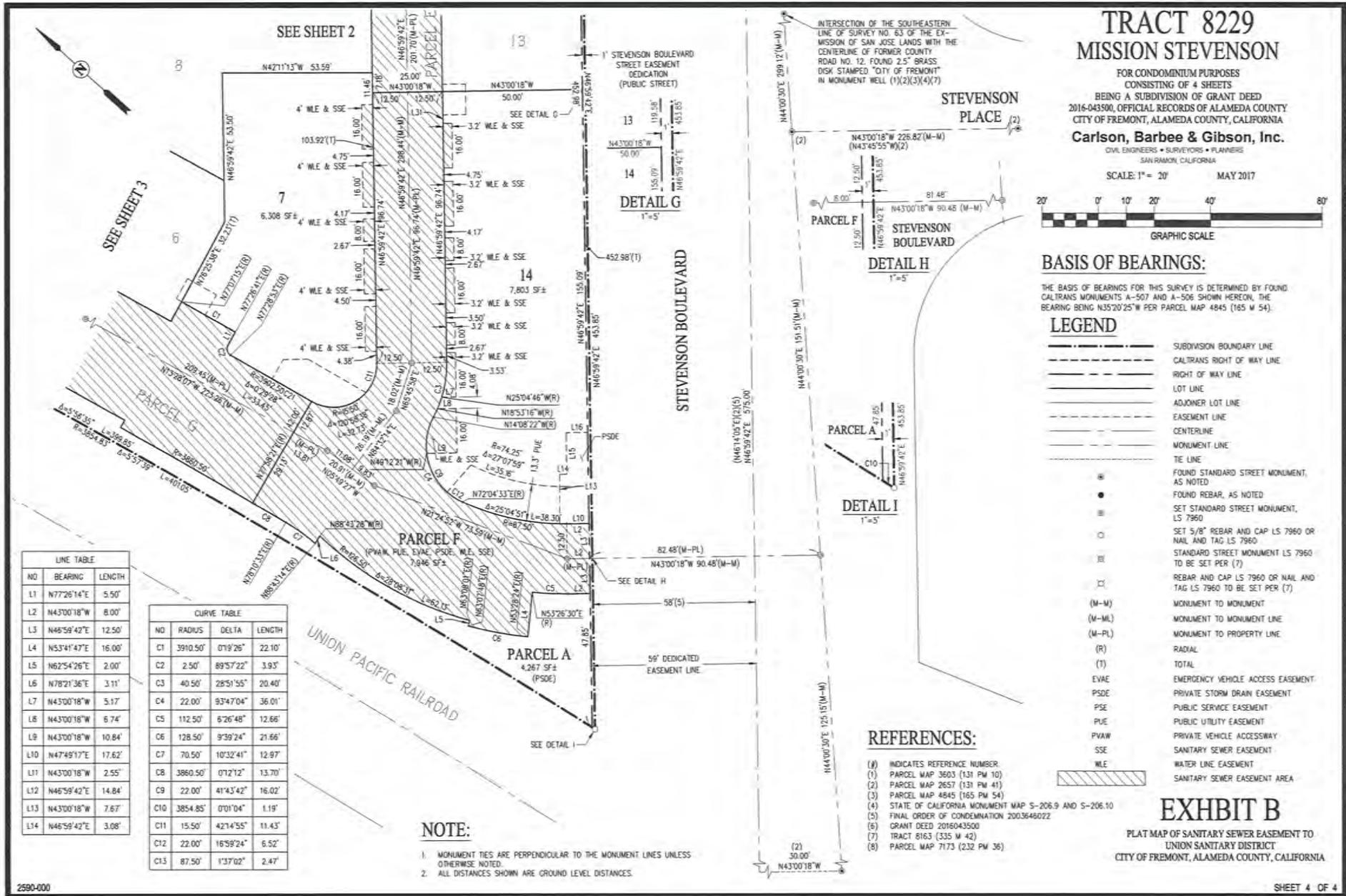
1. MONUMENT TIES ARE PERPENDICULAR TO THE MONUMENT LINES UNLESS OTHERWISE NOTED.
2. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.

LINE NO	BEARING	LENGTH
L1	N1328°07'W	13.81'
L2	N7710°22'E	3.00'
L3	N76°41'54"E	3.00'
L4	N76°09'50"E	3.00'
L5	N75°55'36"E	3.00'
L6	N60°01'06"E	14.33'
L7	N74°53'13"E	23.98'
L8	N44°51'01"W	4.81'
L9	N44°51'01"W	6.08'
L10	N44°51'01"W	8.86'
L11	N75°50'51"E	6.00'
L12	N75°53'09"E	6.00'
L13	N47°48'47"E	11.50'
L14	N42°11'13"W	15.52'
L15	N76°25'38"E	8.00'
L16	N77°26'14"E	5.50'
L17	N75°17'40"E	13.20'
L18	N44°51'01"W	6.22'
L19	N45°08'59"E	2.00'
L20	N44°51'01"W	3.00'
L21	N44°51'01"W	5.00'
L22	N44°51'01"W	11.36'
L23	N45°08'59"E	9.83'
L24	N45°08'59"E	2.87'
L25	N00°08'59"E	12.73'
L26	N77°49'06"E	7.96'
L27	N43°00'18"W	8.87'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	3863.50'	0°27'35"	31.00'
C2	3860.50'	0°32'56"	37.00'
C3	3863.50'	0°13'21"	15.00'
C4	30.50'	34°46'57"	18.52'
C5	15.50'	64°13'26"	17.31'
C6	30.50'	21°53'19"	11.85'
C7	30.50'	12°53'38"	6.86'
C8	40.50'	25°43'29"	18.18'
C9	15.50'	42°54'06"	11.81'
C10	3902.50'	0°10'33"	11.97'
C11	2.50'	89°57'22"	3.93'
C12	3911.85'	0°20'13"	23.01'
C13	2.50'	89°57'22"	3.93'
C14	15.50'	85°34'48"	23.15'
C15	3910.50'	0°19'26"	22.10'
C16	2.50'	89°57'21"	3.93'
C17	3902.50'	0°08'05"	9.17'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C18	3902.50'	0°03'36"	4.08'
C19	3902.50'	0°02'21"	2.66'
C20	3902.50'	0°03'40"	4.16'
C21	3902.50'	0°07'31"	8.53'
C22	15.50'	17°03'01"	4.61'
C23	15.50'	39°39'40"	10.73'
C24	30.50'	47°2'00"	2.24'
C25	3910.50'	0°01'53"	2.15'
C26	3902.50'	0°15'09"	17.20'
C27	3902.50'	0°14'19"	16.26'
C28	15.50'	78°43'44"	21.30'
C29	3915.00'	0°20'58"	23.87'

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



TRACT 8229
MISSION STEVENSON
 FOR CONDOMINIUM PURPOSES
 CONSISTING OF 4 SHEETS
 BEING A SUBDIVISION OF GRANT DEED
 2016-04350, OFFICIAL RECORDS OF ALAMEDA COUNTY
 CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA
Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA
 SCALE: 1" = 20' MAY 2017

20' 0' 10' 20' 40' 80'
 GRAPHIC SCALE

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND CALTRANS MONUMENTS A-507 AND A-506 SHOWN HEREON, THE BEARING BEING N35°20'25" W PER PARCEL MAP 4845 (165 M 54).

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - - - CALTRANS RIGHT OF WAY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - - - ADJONER LOT LINE
 - - - EASEMENT LINE
 - CENTERLINE
 - - - MONUMENT LINE
 - TIE LINE
 - FOUND STANDARD STREET MONUMENT, AS NOTED
 - FOUND REBAR, AS NOTED
 - SET STANDARD STREET MONUMENT, LS 7960
 - SET 5/8" REBAR AND CAP LS 7960 OR NAIL AND TAG LS 7960
 - STANDARD STREET MONUMENT LS 7960 TO BE SET PER (7)
 - REBAR AND CAP LS 7960 OR NAIL AND TAG LS 7960 TO BE SET PER (7)
 - (M-M) MONUMENT TO MONUMENT
 - (M-ML) MONUMENT TO MONUMENT LINE
 - (M-PL) MONUMENT TO PROPERTY LINE
 - (R) RADIAL
 - (T) TOTAL
 - EVAE EMERGENCY VEHICLE ACCESS EASEMENT
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - PSE PUBLIC SERVICE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PVAW PRIVATE VEHICLE ACCESSWAY
 - SSE SANITARY SEWER EASEMENT
 - WLE WATER LINE EASEMENT
 - SANITARY SEWER EASEMENT AREA

- REFERENCES:**
- (#) INDICATES REFERENCE NUMBER.
 - (1) PARCEL MAP 3603 (131 PM 10)
 - (2) PARCEL MAP 2657 (131 PM 41)
 - (3) PARCEL MAP 4845 (165 PM 54)
 - (4) STATE OF CALIFORNIA MONUMENT MAP S-206.9 AND S-206.10
 - (5) FINAL ORDER OF CONDEMNATION 2003646022
 - (6) GRANT DEED 2016043500
 - (7) TRACT 8163 (335 W 42)
 - (8) PARCEL MAP 7173 (232 PM 36)

LINE TABLE

NO	BEARING	LENGTH
L1	N77°26'14"E	5.50'
L2	N43°00'18"W	8.00'
L3	N46°59'42"E	12.50'
L4	N53°41'47"E	16.00'
L5	N62°54'26"E	2.00'
L6	N78°21'36"E	3.11'
L7	N43°00'18"W	5.17'
L8	N43°00'18"W	6.74'
L9	N43°00'18"W	10.84'
L10	N47°49'17"E	17.62'
L11	N43°00'18"W	2.55'
L12	N46°59'42"E	14.84'
L13	N43°00'18"W	7.67'
L14	N46°59'42"E	3.08'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	3910.50'	0°19'26"	22.10'
C2	2.50'	89°57'22"	3.93'
C3	40.50'	28°51'55"	20.40'
C4	22.00'	93°47'04"	36.01'
C5	112.50'	6°26'48"	12.66'
C6	128.50'	9°39'24"	21.66'
C7	70.50'	10°32'41"	12.97'
C8	3860.50'	0°12'12"	13.70'
C9	22.00'	41°43'42"	16.02'
C10	3854.85'	0°01'04"	1.19'
C11	15.50'	42°14'55"	11.43'
C12	22.00'	16°59'24"	6.52'
C13	87.50'	1°37'02"	2.47'

NOTE:

1. MONUMENT TIES ARE PERPENDICULAR TO THE MONUMENT LINES UNLESS OTHERWISE NOTED.
2. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.

Original map may be found at USD, 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

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with West Yost Associates for the Gravity Sewer Rehabilitation/Replacement Project – Phase VII (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Andrew Baile, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with West Yost Associates in the amount of \$176,582 for the final design services of the Gravity Sewer Rehabilitation/Replacement Project – Phase VII.

Previous Board Action

None.

Background

The District's routine television inspection of the collection system identifies pipelines with maintenance problems and structural defects, such as cracks and sags. Some sanitary sewers have been identified as having structural defects and need replacement or rehabilitation. These sewers are located throughout the District and are in varying conditions. Due to the scope, location, and depth of these sewers, it was determined that the repairs be done by a contractor. Since 2010, the District has completed six phases of gravity sewer rehabilitation/replacement projects (formerly miscellaneous spot repair projects) which are summarized in the table below:

Project	No. of Repairs	Final Construction Cost
Phase I	6	\$391,596
Phase II	5	\$179,412
Phase III	15	\$275,806
Phase IV	14	\$622,529
Phase V (Jarvis Avenue Sanitary Sewer Replacement Project)	5	\$1,045,634
Phase VI	5	\$288,588

The sewers that will be included in Phase VII are shown on Figure 1 and listed in Table 1 below.

Table 1

Site No.	Street Name	City	Diameter, in.	Length, ft.	Comments
1	Appian Way	Union City	10	222	Crosses Hayward Fault Zone, severe cracking, serpentine alignment.
2	Gurdwara Road	Fremont	6	297	Severe cracking, severe offset joints with misaligned pipe.
3	Terrace Drive	Fremont	6	530	Cracking along main, multiple offset joints and protruding laterals.
4	Omar Street	Fremont	10	339	Cracking along main, three settled lateral connections, offset connection to manhole.
5	Hansen Avenue	Fremont	6	232	Hole in pipe, moderate sags along main, cast iron section.
6	Musick Avenue	Newark	8	220	Capacity deficiency under peak wet weather flow.
7	Musick Avenue	Newark	8	290	Capacity deficiency under peak wet weather flow.
8	Pine Street Easement	Fremont	N/A	150 (Retaining Wall)	Access road settlement.

Site Nos. 6 & 7 was identified in the draft Newark Basin Master Plan, completed in September 2019. The gravity sewer mains on Musick Avenue and Mayhews Landing Road in Newark are capacity deficient under peak wet weather flow conditions and need upsizing. Phase 1 of this pipeline segment, located on Musick Avenue between Hafner Street and Newark Boulevard, will be addressed in this project, by upsizing the current 8-inch diameter pipeline with a 12-inch diameter pipeline. Please see the map of this area in Figure 2.

Site No. 8 is for the rehabilitation of the retaining wall supporting a sewer main and a portion of the access road within the Pine Street easement in the city of Fremont. In the spring of 2019, staff observed settlements in the access road where the retaining wall was installed in 1997 to protect the sewer main and the access road from sliding. In May 2019, staff hired a geotechnical consultant to inspect the retaining wall. The consultant recommended replacing some of the wood lagging boards that are in poor condition, improving the access road drainage, and re-grading the access road along the retaining wall. Please see the retaining wall photos in Figures 3 through 6.

Task Order No. 1 – Final Design Services

Due to the scope and location of these sewer repairs, it was also determined that the project be designed by a consultant. Staff selected West Yost Associates through a Request for Proposal process. Their scope of services and fees for Task Order No. 1 are summarized below:

Task	Description	Fee
1	Project Management	\$12,588
2	Permitting and Coordination	\$10,880
3	Initial Environmental Review	\$10,014
4	Geotechnical Investigation	\$24,329
5	Surveying and Mapping	\$24,262
6	Sewer Rehabilitation Design	\$86,289
7	Bid Period Services	\$8,220
	Total	\$176,582

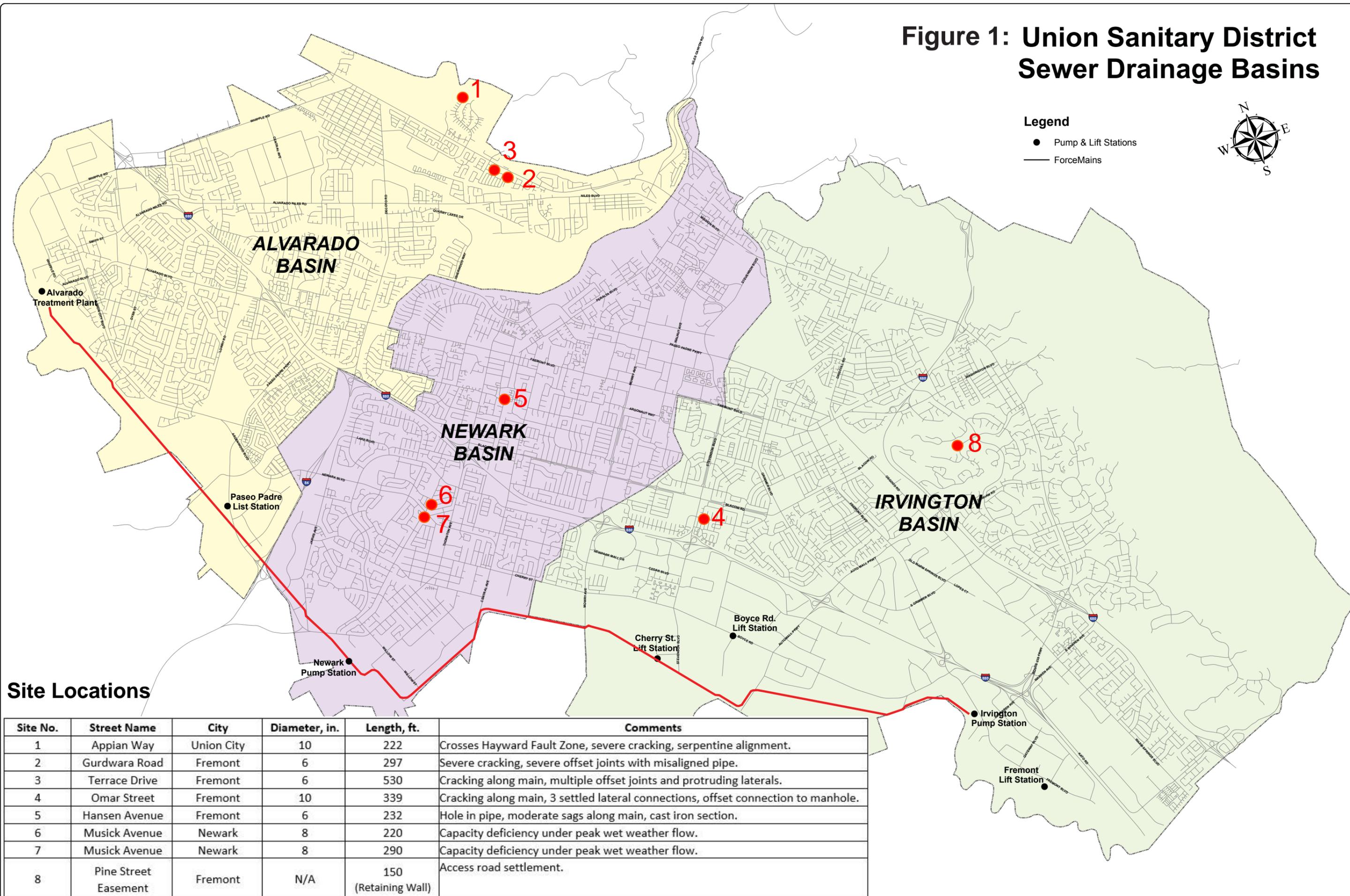
The total not-to-exceed fee of \$176,582 is 18 percent of the preliminary construction cost estimate of \$1 million. For projects of this size and scope, staff expects the fee to be in range of 10 to 15 percent. The higher percentage rate for this design fee is due to the project being comprised of multiple locations within the Tri-Cities, the additional permitting and coordination with the three cities, and the geotechnical investigation and site surveying efforts.

All work under this task order is scheduled for completion in March 2020, with construction to follow in summer 2020.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with West Yost Associates in the amount of \$176,582 for the final design services of the Gravity Sewer Rehabilitation/Replacement Project – Phase VII.

Attachments: Figures 1 and 2 – Site Maps
Figures 3 through 6 – Pine Street Easement Retaining Wall
Agreement
Task Order No. 1

Figure 1: Union Sanitary District Sewer Drainage Basins



Site Locations

Site No.	Street Name	City	Diameter, in.	Length, ft.	Comments
1	Appian Way	Union City	10	222	Crosses Hayward Fault Zone, severe cracking, serpentine alignment.
2	Gurdwara Road	Fremont	6	297	Severe cracking, severe offset joints with misaligned pipe.
3	Terrace Drive	Fremont	6	530	Cracking along main, multiple offset joints and protruding laterals.
4	Omar Street	Fremont	10	339	Cracking along main, 3 settled lateral connections, offset connection to manhole.
5	Hansen Avenue	Fremont	6	232	Hole in pipe, moderate sags along main, cast iron section.
6	Musick Avenue	Newark	8	220	Capacity deficiency under peak wet weather flow.
7	Musick Avenue	Newark	8	290	Capacity deficiency under peak wet weather flow.
8	Pine Street Easement	Fremont	N/A	150 (Retaining Wall)	Access road settlement.

Figure 2: Musick Avenue Site Plan

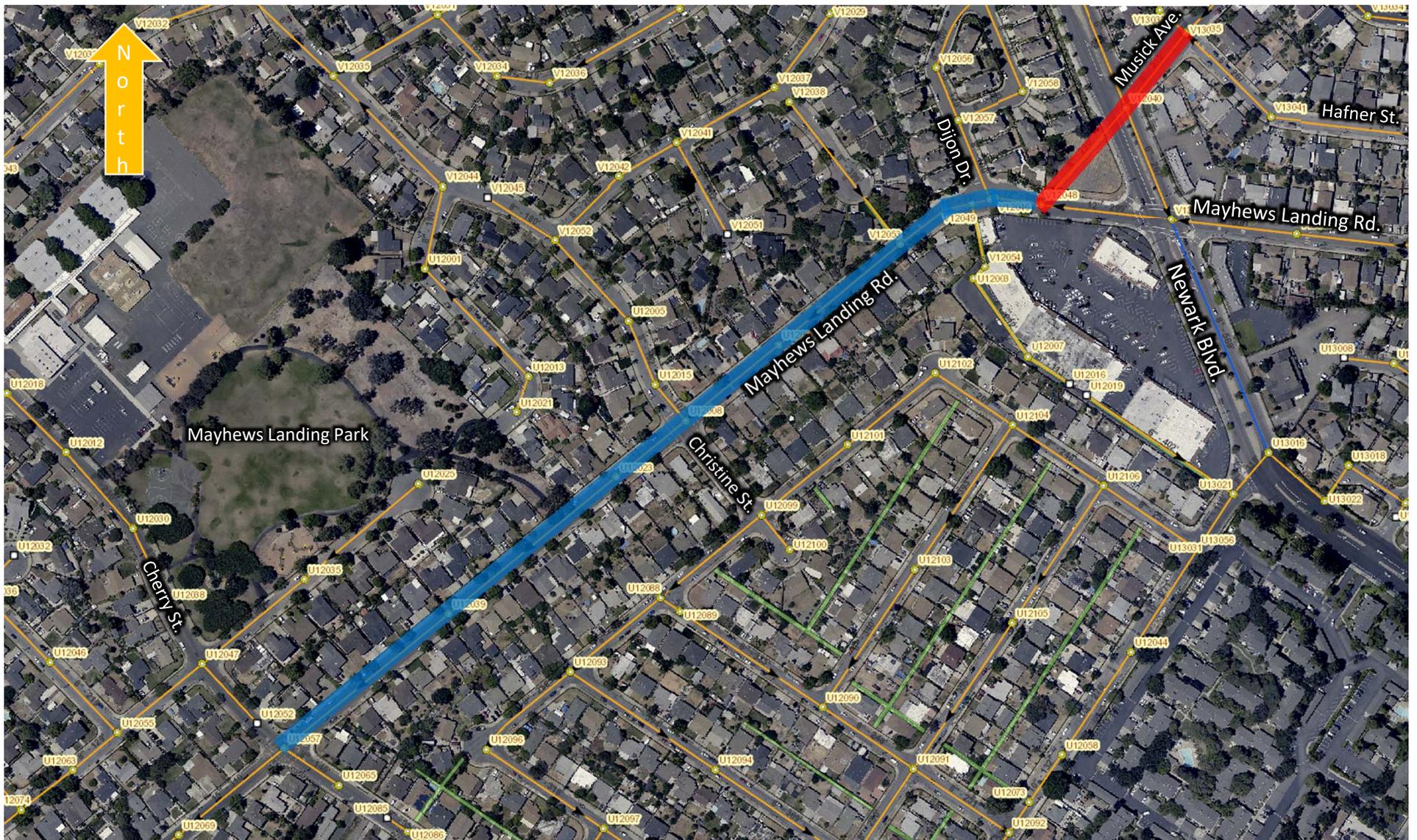


Figure 2 – Musick Avenue site plan showing the pipelines identified to be upsized. Phase 1 (in red) will upsized an existing 8-inch diameter to a 12-inch diameter pipeline. The sewer mains identified in blue will be completed in a future project.



Figure 3 – Overview of steel soldier pile and wood lagging retaining wall and access road.

Figures 3-6: Pine Street Easement Retaining Wall Photos



Figure 4 – Photo of section 8 of the wall with an uneven wedge gap below the bottom lagging board.

Figures 3-6: Pine Street Easement Retaining Wall Photos (cont.)



Figure 5 – Photo of section 12 of the wall with a 6” to 8” gap below the bottom lagging board. Loose soil below the bottom board.



Figure 6 – Photo of section 10 of the wall with a 24” gap below concrete infill (added post construction).

GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT—PHASE VII
AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
WEST YOST ASSOCIATES
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, 2019, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and WEST YOST ASSOCIATES (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to design, bid and construct the Gravity Sewer Rehabilitation/Replacement Project—Phase VII, USD Project No. 800-531 (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, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

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

ARTICLE 18 - MISCELLANEOUS

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

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

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 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

WEST YOST ASSOCIATES

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

By: _____
John D. Goodwin
Vice President

Date: _____

Date: _____

GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT—PHASE VII

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

WEST YOST ASSOCIATES, INC.

FOR

PROFESSIONAL SERVICES

Dated _____, 2019

1. PURPOSE

The purpose of Task Order No. 1 is to authorize the design and bid period services of the Gravity Sewer Rehabilitation/Replacement Project – Phase VII (Project). The Project consists of replacement or rehabilitation of approximately 2,130 linear feet of small diameter gravity sewers at various locations throughout the cities of Fremont, Newark, and Union City. The gravity sewers are included in Table 1 below.

Table 1. Gravity Sewers to be Rehabilitated/Replaced

U/S MH	D/S MH	Street	Diameter	Length
AH16011	AH16012	Appian Way	10"	222'
AG16039	AG16049	Gurdwara Rd	6"	297'
AG16049	AG16062	Terrace Dr	6"	530'
R17017	R17032	Omar St	10"	339'
Z15051	Z15056	Hansen Ave	6"	232'
V13035	V12040	Musick Ave	8"	220'
V12040	V12048	Musick Ave	8"	290'

The project also includes repairs of the Pine Street Easement Access Road located west of Paseo Padre Parkway in Fremont. The access road is partially

supported by retaining wall fabricated of steel soldier piles and wood lagging. The repairs include excavation and replacing some of the wood lagging.

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

The task numbers in this Scope of Services relate directly to the costs presented in Item 7, Payment to the Engineer, and the schedule presented in Item 8, Time of Completion. Deliverables to be received by Union Sanitary District (District) are described in Item 4, Deliverables. Optional tasks shown shall not be performed without authorization from the District.

Task 1. Project Management

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

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

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

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

Task 2. Permitting and Coordination

This task will allow for coordination with the permitting agencies and various stakeholders in the project including the Cities of Fremont, Newark and Union City. For each agency, the District will pay for the permitting fees, if required.

Subtask 2.1—Property Owner Coordination. Attend one public meeting and one additional private property owner meeting to identify property owner issues that may impact construction. Location of public meeting site will be coordinated by District.

Subtask 2.2—City of Union City. Determine City of Union City requirements and complete permit application forms for District's signature. It is assumed that Engineer shall attend one meeting with the City.

Subtask 2.3—City of Fremont. Determine City of Fremont requirements and complete permit application forms for District's signature. It is assumed that Engineer shall attend up to one meeting with the City.

Subtask 2.4— City of Newark. Determine City of Newark requirements and complete permit application forms for District's signature. It is assumed that Engineer shall attend up to one meeting with the City.

Task 3. Initial Environmental Review

Engineer has assumed that the sewer rehabilitation or replacement work would be considered as Categorical Exempt from California Environmental Quality Act (CEQA) requirements and that a Categorical Exemption will be processed by District staff.

The Pine Street Retaining Wall Repairs may require additional environmental review based on the location of the work near Pine Creek. Engineer's environmental scope of services includes performing an initial review of the site and proposed work to determine the permitting strategies and the recommended CEQA approach for completing the work. The scope will include site review with a project biologist and review of proposed construction methods. A letter report will summarize the results of the site review, recommended permitting strategies, and proposed CEQA approach. If necessary, a separate task order will be prepared for additional environmental permitting and CEQA processing.

Task 4. Geotechnical Investigation

For the geotechnical field investigation, Engineer has budgeted up to three boreholes approximately 20 to 25 feet deep. The anticipated locations for the test bores are as follows: one borehole along the project alignment for Musick Avenue, one borehole along the project alignment for Omar Street, and another borehole at a project site location to be determined after the project kickoff.

for the project alignment along Musick Avenue. Additional borings can be provided, if required, which will require modification to the budgeted fee.

Subtask 4.1—Field Investigation. The field investigation will include USA 811 Utility coordination, encroachment permit with the City of Newark, traffic control, and a drilling permit from Alameda County Water District (ACWD). Drilling will be performed by a state-licensed drilling subcontractor. Backfill of the boreholes will be in accordance with ACWD guidelines.

Subtask 4.2—Geotechnical Report. Prepare draft and final versions of the geotechnical report summarizing the results of the field investigation and geotechnical recommendations for the project.

Task 5. Surveying and Mapping

Subtask 5.1—Sewer Survey. Topographic mapping will be prepared for the five sewer rehabilitation or replacement segments and the two sewer upsized replacement segments along Musick Avenue. Survey will be limited to 10-feet behind edge of pavement. Survey will include visible features such as utilities, trees (6-inches and larger), curbs and sidewalks. Rim and invert elevations for sewer and stormwater structures will be surveyed. Irrigation facilities (typically located on private property), will not be surveyed.

Subtask 5.2—Access Road Retaining Wall Survey. Survey approximately 250 feet of existing access road along the existing retaining wall area. Survey will pick up bottom of wall, top of wall, location of soldier piles, and edge of access road. The survey will be limited to up to 30 feet wide.

Task 6. Sewer Design

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

Subtask 6.1—Drawings. Drawings will be prepared using AutoCAD conforming to USD digital submittal guidelines. The design will be plotted at a scale of 1"=40' horizontal and 1" = 4' vertical plan and profiles and appropriately scaled details. The Drawings will be prepared using rectified aerial photographic images provided by the District. Approximately 30 drawing sheets are anticipated.

Subtask 6.2—Review CCTV Records. Review CCTV records provided by the District to determine if spot repairs may be required and determine the location of existing laterals.

Subtask 6.3—Utility Coordination. At the beginning of the design phase, utility coordination letters will be mailed to all known utility companies within the project area for courtesy notification and to identify utility locations. The Contract Documents will require that the Contractor coordinate with Underground Service Alert, and locate and pothole all utilities prior to excavation.

Subtask 6.4—Bypass Pumping. For CIPP rehabilitation, this project will require full bypass pumping. The design will include preparation of bypass pumping details and layout. It is anticipated that the construction documents will require that the contractor prepare and submit specific detailed bypass pumping plans for approval. Specifications will include performance-based requirements for bypass pumping including capacity, redundancy, noise control measures, piping, pumps, monitoring, and security.

Subtask 6.5—Access Road Retaining Wall Repairs. Engineer shall work with Dave Mathy of DCM Consulting, Inc. for the retaining wall repairs. The work will include developing design details for repairing wood lagging and minor regrading of the access road for proper drainage.

Subtask 6.6—Specifications. Specifications will be prepared in Microsoft Word format. Engineer shall prepare technical specifications, Section 01010, notice inviting bids, instructions to bidders, bid schedule and supplementary general conditions in CSI format and based on District Standards. District will provide contract documents, general conditions and general requirements in Microsoft Word Format.

Subtask 6.7—Cost Estimate. Engineer shall develop a construction cost estimate at the 50, 90, and 100 percent design completion levels.

Task 7. Bid Period Services

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

Subtask 7.1—Addenda. Prepare up to two addenda during the bid period to be distributed by the District.

Subtask 7.2—Pre-bid Meeting, Bidder Inquiries, and Bid Evaluation. Conduct one pre-bid meeting and prepare the meeting minutes for distribution. District will be the primary contact to bidders in answering bidders' technical questions during the bid period. Engineer shall assist District in bid evaluation.

Subtask 7.3—Conformed Documents. Prepare conformed plans and specifications incorporating all addenda items.

4. DELIVERABLES

Project deliverables and their respective file formats are listed below:

- Meeting agendas, meeting minutes, project schedule updates (Microsoft Word).

- Five sets of draft plans and specifications at 50, 90 and 100 percent completion levels.
- Cost estimate at 50, 90 and 100 percent completion levels.
- Encroachment Permit applications (for District Signature).
- Letter Report summarizing Initial Environmental Review with recommended permitting strategies and proposed CEQA approach.
- Draft and final geotechnical investigation (two copies of the Final Geotechnical Investigation Report).
- Construction documents including Plans, Specifications, and Construction Estimate.
- Addenda, pre-bid meeting minutes, email documentation of phone conversations with bidders.
- Conformed Documents in AutoCAD, Word, and PDF files.

5. NOT USED

6. NOT USED

7. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement, shall be on a time and materials cost basis for services provided, and shall be in accordance with the Billing Rate Schedule contained in Exhibit A (updated annually) except that subconsultants will be billed at actual cost plus 5 percent, outside services will be billed at actual cost, and mileage will be billed at the prevailing IRS standard mileage rate. The billing rate schedule is comparable to a multiplier of 3.22 and a profit of 12.4 percent; the not-to-exceed amount shall be \$176,582. 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 – Design	\$176,582	Yes	Paul R. Eldredge
Total	\$176,582		

8. TIME OF COMPLETION

All work defined in this Task Order shall be completed in accordance with the following schedule and subject to the conditions of Article 3 of this Agreement:

Design Schedule	
Milestone	Date
Notice to Proceed	November 4, 2019
50 Percent Design Submittal	December 20, 2019
90 Percent Design Submittal	February 7, 2020
100 Percent Design Submittal	March 6, 2020
Final Construction Documents	March 13, 2020

9. KEY PERSONNEL

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

Role	Key Personnel
Principal-in-Charge	John D. Goodwin
Project Manager	Adam Brown
Project Engineer	Christina Ramirez

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 _____, 2019 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

West Yost Associates

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

By: _____
John D. Goodwin
Vice President

West Yost Associates PROJECT:	P/V/P \$298 Chung	P/V/P \$298 Goodwin	PE/PS/PG I \$249 Vandebergh	AE/AS/AG I \$194 Ramirez	ESG II \$182 Erskine	ADM III \$120 ADMIN	Labor		Sub. DCM	Sub. SCH	Sub. MTCO	Sub. QUE	Costs				
							Hours	Fee					Sub. w/ markup 5%	Other Direct	Total Costs		
Task 1 Project Management																	
1.1 Project Admin		16					16	\$ 4,768							\$ 4,768		
1.2 Progress Meetings		8		8			16	\$ 3,936					\$ 300	\$ 4,236			
1.3 Technical Reviews	2		12				14	\$ 3,584						\$ 3,584			
Subtotal, Task 1 (hours)	2	24	12	8	0	0	46										
Subtotal, Task 1 (\$)	\$ 596	\$ 7,152	\$ 2,988	\$ 1,552				\$ 12,288					\$ 300	\$ 12,588			
Task 2 Permitting and Coordination																	
2.1 Property Owner Coordination		8		8			16	\$ 3,936					\$ 200	\$ 4,136			
2.2 City of Union City		2		8			10	\$ 2,148					\$ 100	\$ 2,248			
2.3 City of Fremont		2		8			10	\$ 2,148					\$ 100	\$ 2,248			
2.4 City of Newark		2		8			10	\$ 2,148					\$ 100	\$ 2,248			
Subtotal, Task 2 (hours)	0	14	0	32	0	0	46										
Subtotal, Task 2 (\$)		\$ 4,172		\$ 6,208				\$ 10,380					\$ 500	\$ 10,880			
Task 3 Initial Environmental Review																	
3.1 Initial Environmental Review		6		4		0	10	\$ 2,564		\$ 7,000			\$ 7,350	\$ 100	\$ 10,014		
Subtotal, Task 3 (hours)	0	6	0	4	0	0	10										
Subtotal, Task 3 (\$)		\$ 1,788		\$ 776				\$ 2,564		\$ 7,000			\$ 7,350	\$ 100	\$ 10,014		
Task 4 Geotechnical Investigation																	
4.1 Field Investigation							0					\$ 14,800	\$ 15,540	\$ 15,540			
4.2 Geotechnical Report		8					8	\$ 2,384				\$ 6,100	\$ 6,405	\$ 8,789			
Subtotal, Task 4 (hours)	0	8	0	0	0	0	8										
Subtotal, Task 4 (\$)		\$ 2,384						\$ 2,384				\$ 20,900	\$ 21,945	\$ 24,329			
Task 5 Surveying and Mapping																	
5.1 Sewer Survey		1		2			3	\$ 686			\$ 18,240		\$ 19,152	\$ 19,838			
5.2 Access Road Retaining Wall Survey		1		4			5	\$ 1,074		\$ 3,190		\$ 3,350	\$ 4,424				
Subtotal, Task 5 (hours)	0	2	0	6	0	0	8										
Subtotal, Task 5 (\$)		\$ 596		\$ 1,164				\$ 1,760		\$ 21,430		\$ 22,502		\$ 24,262			
Task 6 Sewer Design																	
6.1 Drawings		24		64	64		152	\$ 31,216					\$ 200	\$ 31,416			
6.2 Review CCTV Records		2		2	8		12	\$ 2,440						\$ 2,440			
6.3 Utility Coordination		2		12	24		38	\$ 7,292					\$ 100	\$ 7,392			
6.4 Bypass Pumping		12		12	16		40	\$ 8,816						\$ 8,816			
6.5 Access Road Retaining Wall Repairs		16		24	24		64	\$ 13,792	\$ 4,500			\$ 4,725	\$ 100	\$ 18,617			
6.6 Specifications		20		40		16	76	\$ 15,640						\$ 15,640			
6.7 Cost Estimate		4		4			8	\$ 1,968						\$ 1,968			
Subtotal, Task 6 (hours)	0	80	0	158	136	16	390										
Subtotal, Task 6 (\$)		\$ 23,840		\$ 30,652	\$ 24,752	\$ 1,920		\$ 81,164	\$ 4,500				\$ 4,725	\$ 400	\$ 86,289		
Task 7 Bid Period Services																	
7.1 Addenda		4		8			12	\$ 2,744						\$ 2,744			
7.2 Pre-bid, Inquiries, Evaluation		8		4			12	\$ 3,160					\$ 100	\$ 3,260			
7.3 Conformed Documents		2		4	2	4	12	\$ 2,216						\$ 2,216			
Subtotal, Task 7 (hours)	0	14	0	16	2	4	36										
Subtotal, Task 7 (\$)		\$ 4,172		\$ 3,104	\$ 364	\$ 480		\$ 8,120					\$ 100	\$ 8,220			
TOTAL (hours)	2	148	12	224	138	20	544										
TOTAL (\$)	\$ 596	\$ 44,104	\$ 2,988	\$ 43,456	\$ 25,116	\$ 2,400		\$ 118,660	\$ 4,500	\$ 7,000	\$ 21,430	\$ 20,900	\$ 56,522	\$ 1,400	\$ 176,582		

USD 2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I/II	\$73 / \$97
Field Services	\$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 5%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

USD 2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Authorize the General Manager to Execute Task Order No. 3 with Carollo Engineers, Inc. for the Alvarado Influent Pump Station Improvements Project *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Carollo Engineers, Inc. (Carollo) in the amount of \$347,645 to provide engineering services during construction of the Alvarado Influent Pump Station Improvements Project (Project).

Previous Board Action

August 27, 2018, the Board authorized the General Manager to execute Task Order No. 2 with Carollo in the amount of \$478,499 to provide final design services for the Project.

October 14, 2019, the Board awarded the construction contract for the Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660.

Background

Carollo completed the design in June 2019. The Project includes the following improvements:

- Replacement of the five wastewater pumps, associated piping, valves, actuators, and VFDs.

- Replacement of the 480-volt power distribution switchboard.
- Demolition of 18-inch surge relief valve and associated piping, air compressors, air dryer, air receiver, and control panels.
- Installation of air relief valve at Flow Meter Pit No.1.
- Seismic retrofits to the AIPS structure and interior platforms.
- Replacement of the AIPS roof membrane.
- Concrete repairs and coating removal and replacement within the AIPS wet wells.
- Replacement of the AIPS Head Gate.
- Replacement of the AIPS Diversion Gate Stem, Hydraulic Cylinder and Hydraulic Power Unit; Bar Screen Channel Gates; and Wet Well Isolation Gate.
- Replacement of the AIPS Scrubber Fan, Wet Well Supply Fan, Roof Exhaust Fan, and Dry Well Supply Fan.
- Replacement of the AIPS Influent Channel Level Sensor, Wet Well Level Sensors, Gas Detectors and control panels, Wet Well room and outdoor lighting with LED, and sump pumps and control panel.
- Recoating the exterior of the 42-inch Header in the AIPS.
- Removal of the interior AIPS wall coating.
- Removal of an out-of-service hydropneumatic tank.
- Improvements to the AIPS Wet Well Room floor drainage.
- Replacement of the Degritter Building roofing membrane.

Staff will issue the Notice to Proceed to Kiewit by early November 2019 and anticipates construction to be completed by November 2021.

Task Order No. 3

The scope of services and fees of Task Order No. 3 are summarized below:

Task	Task Description	Amount
1	Submittal Review	\$120,398
2	Requests for Information	\$62,287
3	Clarification Memoranda and Change Order Review	\$15,783
4	Informal Requests for Information	\$70,382
5	Meetings	\$11,150
6	Periodic Site Visits	\$5,731
7	Testing and Startup Assistance	\$20,513
8	Additional Electrical Support	\$18,612
9	Project Management	\$22,789
Total		\$347,645

The task order’s total not-to-exceed amount is 3.9 percent of the construction contract. For a project of this size and scope, staff expects the fee to be in the range of 4 to 5 percent. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Newark Pump Station Upgrade Project	\$681,359	\$10,051,210	6.8%
Primary Clarifier Rehabilitation Project	\$340,000	\$7,748,468	4.4%
Thickener Control Building Improvements Project	\$465,986	\$10,538,535	4.4%

The task order amounts for the Project’s agreement with Carollo are summarized in the table below:

Task Order / Amendment	Not to Exceed Amount
Task Order No. 1 – Predesign	\$54,933
Task Order No. 2 – Final Design	\$478,499
Amendment No. 1 to Task Order No. 2 – Additional Design Services	\$13,317
Amendment No. 2 to Task Order No. 2 – Additional Design Services	\$14,685
Task Order No. 3 – Engineering Services during Construction	\$347,645
Total	\$909,079

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Carollo Engineers, Inc. in the amount of \$347,645 to provide engineering services during construction of the Alvarado Influent Pump Station Improvements Project.

PRE/SEG/RC/TL;mb

Attachment: Task Order No. 3

**ALVARADO INFLUENT PUMP STATION IMPROVEMENTS PROJECT
PROJECT NO. 800-501**

TASK ORDER NO. 3

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

This Task Order No. 3 is issued by the Union Sanitary District (District) and accepted by Carollo Engineers, Inc., (Engineer), pursuant to the mutual promises, covenants, and conditions contained in the Agreement between the above-named parties dated the 31st day of October 2017, associated with the Alvarado Influent Pump Station (AIPS) Improvements Project, Project Number 800-501 (Project).

1. **PURPOSE**

The purpose of this Task Order is to provide engineering services during construction associated with the Project. Engineering services to be provided during construction include engineering support, attendance at meetings, submittal reviews, responses to requests for information, design clarifications, and site visits. These services are to be performed by the same engineers who worked on the design and possess detailed knowledge about the Project. District staff will update record drawings based on markups provided by the Contractor and reviewed by the Construction Manager.

2. **PROJECT COORDINATION**

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

3. ENGINEER'S SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A. Engineer shall provide the following engineering support services during the construction of the project:

TASK 1.0 – SUBMITTAL REVIEW

There will be the following division of submittal review responsibility between Construction Manager and Engineer.

Administrative Submittals: The Construction Manager will review and provide responses to all administrative submittals required by the Contract Document Specifications. Copies of these submittals to the Engineer are for informational purposes only.

Shop Drawing Submittals: Engineer shall review and provide response to shop drawing submittals as described in the technical specifications of the Contract Documents on an as requested basis.

Quality Control Submittals: The Construction Manager will review and provide response to all quality control submittals as described in the Contract Document Specifications, except Engineer shall review and provide response to mechanical and electrical testing procedures and testing results on an as requested basis. Copies of all other quality control submittals to the Engineer are for information purposes only. Construction Manager will also be responsible for all testing indicated in the Contract Documents to be performed by an entity other than the Contractor.

Temporary Construction Submittals: Engineer shall review and provide response to all temporary construction submittals including temporary piping, supports, electrical, and controls on an as requested basis. District will retain a third party programmer for review of temporary control related submittals.

Submittals

Engineer shall respond to requests for submittal review on an as requested basis. Engineer shall provide written review comments on a review comment sheet and return the review comment sheet to the Construction Manager. Engineer shall complete review of submittal, provide comments, and return review comment sheet within 21 calendar days for normal submittals, after Engineer's receipt of submittal. Review comments for critical path or expedited submittals shall be returned within 10 calendar days, after Engineer's receipt of submittal. If for any reason the review cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his or her full responsibility for performance as required by the Contract Documents.

Engineer's budget allowance for the project is based on reviewing 94 original submittals and 47 resubmittals for an average review time of four hours per original submittal. The four hours include review of the resubmittals. Eight additional hours are included for the Engineer's Principal-in-Charge review for a total of 408 hours. Engineer's Subconsultant, Beecher Engineering, has included 152 hours of submittal review time in the budget, which is included in the total hours summation.

TASK 2.0 – REQUESTS FOR INFORMATION

Engineer shall respond to formal requests for information (RFIs) on an as requested basis. Engineer shall provide a written response on a response sheet and return the response sheet to the Construction Manager. Engineer shall complete review of the RFI, provide response, and return response within seven calendar days after Engineer's receipt of RFI. If for any reason the response cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's budget allowance for the Base Project is based on reviewing 59 RFIs at an average of four hours review per RFI, for a total of 236 hours. Beecher Engineering has included 46 hours of RFI review time in the budget, which is included in the total hours summation.

TASK 3.0 – CLARIFICATION MEMORANDA AND CHANGE ORDER REVIEW

Engineer shall issue Clarification Memoranda where deemed necessary by the Engineer and on an as requested basis. Engineer shall provide a written clarification on a Clarification Memorandum (including specifications, sketches, or other information as necessary) and issue the Clarification Memorandum to the Construction Manager.

Clarification Memoranda will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the District, or 3) to assist the Construction Manager with the preparation of contract change order requests.

Engineer's budget allowance for the base project is based on preparing five Clarification Memoranda at an average of eight hours per Clarification Memorandum for a total of 40 hours. Beecher Engineering has included 32 hours of preparation time in the budget, which is included in the total hours summation.

TASK 4.0 – INFORMAL REQUESTS FOR INFORMATION

Engineer shall respond to Construction Manager's informal requests for information, including verbal, email, and telephone correspondence with Construction Manager.

Engineer's base project budget allowance is based on 240 hours of informal correspondence. Beecher Engineering has included 75 hours of informal correspondence time in the budget based on an assumed project duration of 75 weeks and one hour of correspondence per week on average.

TASK 5.0 – MEETINGS

Engineer shall have personnel attend one regular construction meeting during the Project. The Construction Manager will facilitate all meetings and provide meeting minutes.

Budget allowance is based on Engineer's Project Manager and Project Engineer attending one construction meeting. Meetings are budgeted at eight hours per person per meeting, which includes travel time. An additional eight hours of meeting time has been budgeted for the Principal in Charge to attend the meeting for a total of 40 hours. Beecher Engineer has allotted eight hours of budget to attend meetings either in person or by phone as required.

TASK 6.0 – PERIODIC SITE VISITS

Engineer shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, including specialty site visits (civil, structural, mechanical, electrical, and instrumentation) and for preparation of a final punchlist. Engineer shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Work. Furthermore, Engineer shall not be held responsible for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing work. Engineer shall provide opinions and observations to the Construction Manager and/or District regarding general compliance with the Contract Documents for improvements that are observed by the Engineer at the time of Engineer's site visits.

Engineer's budget allowance of 12 hours based on two site visits by the Engineer. Site visits are budgeted at six hours each, which includes travel time. Beecher Engineering has included a budget allowance of 12 hours based on two site visits.

TASK 7.0 – TESTING AND START-UP ASSISTANCE

This task includes the following subtasks to be completed by the Engineer:

- 7.1 Functional test plan review - The Engineer shall review factory and field test plans submitted by the Contractor for testing and start-up of the new facilities. Six hours of review time is budgeted for the Engineer and 16 hours of review time is allotted for Beecher Engineering.

- 7.2 Factory witness testing – The Engineer shall attend factory witness testing of the first chopper pump. Twelve hours of budget is allotted for the Project Manager’s attendance of the factory witness testing, including travel time. Beecher Engineering has included 12 hours for one day of factory witness testing, including travel, for the new VFD’s.
- 7.3 Functional testing and startup assistance – The Engineer has included eight hours of budget for one day of onsite assistance with functional testing and startup. Beecher Engineering has included 40 hours of budget for on-site attendance to facilitate electrical equipment functional testing and on-site attendance to assist with new equipment start-up.

TASK 8.0 – ADDITIONAL ELECTRICAL SUPPORT

This task includes the following subtasks to be completed primarily by Beecher Engineering with support by the Engineer:

- 8.1 Coordination with PLC/SCADA programmer - Engineer’s budget allowance is four hours to coordinate with Beecher Engineering and the Construction Manager. Beecher Engineering has included a budget allowance of 16 hours for coordination meetings and calls with the third-party programmer.
- 8.2 Power System Short Circuit, Coordination and Arc Flash Hazard Studies - Engineer’s budget allowance is eight hours to coordinate with Beecher Engineering for this work. Beecher Engineering has included a budget allowance of 60 hours for preparation of these studies. Deliverables shall include providing protective device settings and arc flash hazard labels to Contractor.

TASK 9.0 – PROJECT MANAGEMENT

Engineer shall manage the efforts of the project team members, coordinate with representatives of the District and Construction Manager, delegate responsibilities, and review work progress. Engineer shall prepare and submit monthly invoices and progress summary reports.

Monthly invoices will be broken down by major tasks only. Monthly progress summary reports will be made as part of the report submitted for all on-going projects with District.

Engineer’s budget allowance for the base project is 75 hours based on a 24-month project duration. Beecher Engineering has included 16 hours for project management and invoicing.

4. DELIVERABLES

All deliverables shall be provided electronically in Word document or PDF format.

Deliverables shall include:

- Responses to submittals

- Responses to RFIs
- Clarification Memoranda
- Upload information to the District's online project management system, Projectmates
- If optional services are authorized, Contract Record Drawings (electronic PDF and Auto CAD files)

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, including profit. Subconsultants and outside services shall be billed at actual cost plus 5 percent; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

Total charges to the DISTRICT not-to-exceed amount including all bid alternates is \$347,645.

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 – Pre-Design Services	\$54,933	No	Paul R. Eldredge
Task Order No.2 – Final Design Services	\$478,499	Yes	Paul R. Eldredge
Amendment No. 1 to Task Order No. 2	\$13,317	No	Sami Ghossain
Amendment No. 2 to Task Order No. 2	\$14,685	No	Sami Ghossain
Task Order No. 3 – Engineering Services During Construction	\$347,645	Yes	Paul R. Eldredge
Total	\$909,079		

6. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 800 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. A summary of the anticipated construction schedule is as follows:

- Notice of Award (NOA) issued to Contractor: October 2019
- Notice to Proceed (NTP) issued to Contractor: November 2019
- Substantial Completion: October 2021
- Final Completion: November 2021

7. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 3 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-In-Charge	Scott Parker
Project Manager	Richard Gutierrez
Project Engineer	Yifan Zhang

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. 3 as of _____, 2019 and therewith incorporate it as part of the Agreement.

ENGINEER

DISTRICT

CAROLLO ENGINEERS, INC

UNION SANITARY DISTRICT

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

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

Date

Date

By: _____
Richard L. Gutierrez, P.E.
Associate Vice President

Date

Alvarado Influent Pump Station Improvements Project
Task Order No. 3
Union Sanitary District and Carollo Engineers
Engineering Services During Construction
Exhibit A - Fee Schedule

Task No.	Task Description	PD	PM	PE	SE	CAD	Support	Total Hours	Labor Cost	Other Direct Costs (ODC)						Total Cost	
										PECE	Beecher Eng	Beecher Eng	Subconsultant	Mileage			ODC Cost
														\$12.00	Hours		
1.0	Submittal Review	8	54	242	80	0	24	408	\$83,582	\$4,896	152	\$30,400	\$1,520	0	\$0	\$36,816	\$120,398
	Task 1.0 Subtotal =	8	54	242	80	0	24	408	\$83,582	\$4,896	152	\$30,400	\$1,520	0	\$0	\$36,816	\$120,398
2.0	Requests For Information	4	44	138	50	0	0	236	\$49,795	\$2,832	46	\$9,200	\$460	0	\$0	\$12,492	\$62,287
	Task 2.0 Subtotal =	4	44	138	50	0	0	236	\$49,795	\$2,832	46	\$9,200	\$460	0	\$0	\$12,492	\$62,287
3.0	Clarification Memoranda and Change Order Review	4	5	18	8	5	0	40	\$8,583	\$480	32	\$6,400	\$320	0	\$0	\$7,200	\$15,783
	Task 3.0 Subtotal =	4	5	18	8	5	0	40	\$8,583	\$480	32	\$6,400	\$320	0	\$0	\$7,200	\$15,783
4.0	Informal Requests for Information	18	36	142	44	0	0	240	\$51,752	\$2,880	75	\$15,000	\$750	0	\$0	\$18,630	\$70,382
	Task 4.0 Subtotal =	18	36	142	44	0	0	240	\$51,752	\$2,880	75	\$15,000	\$750	0	\$0	\$18,630	\$70,382
5.0	Meetings	8	16	16	0	0	0	40	\$8,903	\$480	8	\$1,600	\$80	1	\$87	\$2,247	\$11,150
	Task 5.0 Subtotal =	8	16	16	0	0	0	40	\$8,903	\$480	8	\$1,600	\$80	1	\$87	\$2,247	\$11,150
6.0	Periodic Site Visits	0	6	0	6	0	0	12	\$2,893	\$144	12	\$2,400	\$120	2	\$174	\$2,838	\$5,731
	Task 6.0 Subtotal =	0	6	0	6	0	0	12	\$2,893	\$144	12	\$2,400	\$120	2	\$174	\$2,838	\$5,731
7.0	Testing and Startup Assistance	0	6	0	0	0	0	6	\$1,254	\$72	16	\$3,200	\$160	0	\$0	\$3,432	\$4,686
	7.1 Functional Test Plans	0	12	0	0	0	0	12	\$2,508	\$144	12	\$2,400	\$120	1	\$400	\$3,064	\$5,572
	7.2 Factory Witness Test	0	8	0	0	0	0	8	\$1,672	\$96	40	\$8,000	\$400	1	\$87	\$8,583	\$10,255
	7.3 Functional testing and startup assistance	0	26	0	0	0	0	26	\$5,434	\$312	68	\$13,600	\$680	2	\$487	\$15,079	\$20,513
	Task 7.0 Subtotal =	0	26	0	0	0	0	26	\$5,434	\$312	68	\$13,600	\$680	2	\$487	\$15,079	\$20,513
8.0	Additional Electrical Support	0	4	0	0	0	0	4	\$836	\$48	16	\$3,200	\$160	0	\$0	\$3,408	\$4,244
	8.1 Coordination with PLC/SCADA Programmer	0	8	0	0	0	0	8	\$1,672	\$96	60	\$12,000	\$600	0	\$0	\$12,696	\$14,368
	8.2 Short circuit study, Arc Flash study	0	12	0	0	0	0	12	\$2,508	\$144	76	\$15,200	\$760	0	\$0	\$16,104	\$18,612
	Task 8.0 Subtotal =	0	12	0	0	0	0	12	\$2,508	\$144	76	\$15,200	\$760	0	\$0	\$16,104	\$18,612
9.0	Project Management	25	50	0	0	0	0	75	\$18,529	\$900	16	\$3,200	\$160	0	\$0	\$4,260	\$22,789
	Task 9.0 Subtotal =	25	50	0	0	0	0	75	\$18,529	\$900	16	\$3,200	\$160	0	\$0	\$4,260	\$22,789
Totals		67	249	556	188	5	24	1,089	\$ 231,978	\$ 13,068	485	\$ 97,000	\$ 4,850	5	\$ 748	\$ 115,666	\$ 347,645

Legend:
PD Project Director - Scott Parker
PM Project Manager - Ricky Gutierrez
PE Project Engineer - Yifan Zhang
SE Structural Engineer - Mike Dadik
CAD CAD Technician - Otis Barranco
Support Support Staff - Jean Lardizabal
PECE: Project Equipment and Communication Expense = \$12/hr

Notes:
1. Mileage based on 150 miles per trip @ \$0.58/mile
2. 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

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Tanner Pacific, Inc. for the Alvarado Influent Pump Station Improvements Project and the Headworks Screens Replacement Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$1,176,305 to provide construction management services for the Alvarado Influent Pump Station Improvements (AIPS) Project and the Headworks Screens Replacement (Headworks) Project.

Previous Board Action

AIPS Project

August 27, 2018, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers, Inc. (Carollo) in the amount of \$478,499 to provide final design services for the AIPS Project.

October 14, 2019, the Board awarded the construction contract for the AIPS Project to Kiewit Infrastructure West Co. (Kiewit) in the amount of \$8,890,660.

Headworks Project

June 11, 2018, the Board authorized the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. (W&C) in the amount of \$108,552 to provide final design services for the Headworks Project.

October 22, 2018, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 2 with W&C in the amount of \$56,490 to provide additional design services to include replacement of the two existing mechanical screens in the Headworks Project.

May 13, 2019, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with W&C in the amount of \$40,613 to provide additional design services to evaluate the replacement of the existing screenings storage bins in the Headworks Project.

September 23, 2019, the Board awarded the construction contract for the Headworks Project to Kiewit in the amount of \$1,822,115.

October 14, 2019, the Board authorized the General Manager to execute Task Order No. 3 with W&C in the amount of \$74,453 to provide engineering services during construction for the Headworks Project.

Background

AIPS Project

Kiewit was awarded the construction contract in the amount of \$8,890,660. Staff anticipates the issuance of the Notice to Proceed by early November 2019 with an anticipated completion by November 2021.

The Project included the following improvements:

- Replacement of the five wastewater pumps, associated piping, valves, actuators, and VFDs.
- Replacement of the 480-volt power distribution switchboard.
- Demolition of 18-inch surge relief valve and associated piping, air compressors, air dryer, air receiver, and control panels.
- Installation of air relief valve at Flow Meter Pit No.1.
- Seismic retrofits to the AIPS structure and interior platforms.
- Replacement of the AIPS roof membrane.
- Concrete repairs and coating removal and replacement within the AIPS wet wells.
- Replacement of the AIPS Head Gate.
- Replacement of the AIPS Diversion Gate Stem, Hydraulic Cylinder and Hydraulic Power Unit; Bar Screen Channel Gates; and Wet Well Isolation Gate.

- Replacement of the AIPS Scrubber Fan, Wet Well Supply Fan, Roof Exhaust Fan, and Dry Well Supply Fan.
- Replacement of the AIPS Influent Channel Level Sensor, Wet Well Level Sensors, Gas Detectors and control panels, Wet Well room and outdoor lighting with LED, and sump pumps and control panel.
- Recoating the exterior of the 42-inch Header in the AIPS.
- Removal of the interior AIPS wall coating.
- Removal of an out-of-service hydropneumatic tank.
- Improvements to the AIPS Wet Well Room floor drainage.
- Replacement of the Degritter Building roofing membrane.

Headworks Project

Kiewit was awarded the construction contract in the amount of \$1,822,115. Staff issued the Notice to Proceed to Kiewit on October 11, 2019 with a completion date of November 5, 2020.

The Project included the following improvements:

- Replacement of the existing manual bar rack with a multi-rake mechanical screen.
- Replacement of the two existing raked climber-type bar screens with multi-rake mechanical screens.
- Replacement of the existing flow sensors at the Parshall flume channels.
- Replacement of the existing uncovered trash bins with two self-contained trash compactors.

The construction duration of the AIPS Project and the Headworks Project is 24 and 13 months, respectively. The two projects will be constructed concurrently at the Plant by the same contractor, and both projects have challenging construction sequences and constraints to overcome, while the existing facilities remain in operation. This will require the District to monitor the field activities at several locations at the Plant, to communicate with the contractor on their schedules and plans, and to coordinate multiple system outage requests from the contractor. To effectively manage the workload of these two projects, staff decided to hire one Construction Management consultant to manage and inspect both projects.

Task Order No. 1

Staff selected Tanner Pacific, Inc. through a Request for Proposal process. Their scope of services and fees for Task Order No. 1 are summarized below:

Task Description	Fee
Preconstruction	\$6,325
Construction Oversight	\$616,440
Project Communication	\$215,360
Project Reporting / Records Review	\$297,980
Project Closeout	\$40,200
Total	\$1,176,305

The total not to exceed fee of \$1,176,305 is 11 percent of the \$10,706,775 combined construction costs for the two projects. For projects of this size and scope, staff expects the fee to be in the range of 11 to 12 percent. As a comparison, the final cost of construction management services for the Newark Pump Station Upgrade Project, which was constructed over a 24-month period, was \$1,166,925.67, or 11.6 percent of the construction cost of \$10,051,210.

Staff has reviewed this price proposal and found it to be reasonable, considering the scope of work of the two projects. All work under this task order, including project closeout services, is expected to be completed by December 31, 2021.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$1,176,305 to provide construction management services for the for the Alvarado Influent Pump Station Improvements Project and the Headworks Screens Replacement Project.

PRE/SEG/RC/TL;mb

Attachment: Agreement
Task Order No. 1

**ALVARADO INFLUENT PUMP STATION IMPROVEMENTS AND HEADWORKS
SCREENS REPLACEMENT PROJECTS**

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

TANNER PACIFIC, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, 2019,
BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and
TANNER PACIFIC, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to construct the Alvarado Influent Pump Station
Improvements and the Headworks Screens Replacement Projects (hereinafter
referred to as Projects), 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

TANNER PACIFIC, INC.

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

By: _____
William Tanner, P.E.
CEO

Date: _____

Date: _____

By: _____
Michael K. Jaeger, P.E.
C55691
Principal/Chief Marketing Officer (CMO)

Date: _____

**Alvarado Influent Pump Station Improvements and Headworks Screens
Replacement Projects**

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

TANNER PACIFIC, INC.

FOR

PROFESSIONAL SERVICES

Dated _____, 2019

1. PURPOSE

The purpose of this Task Order is to provide Construction Management and Inspection services by Tanner Pacific, Inc. hereinafter referred to as "Engineer", for the Alvarado Influent Pump Station Improvements and Headworks Screens Replacement Projects owned by Union Sanitary District, hereinafter referred to as "District". The Project is further described in the contract documents prepared by Carollo Engineers.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Thomas Lam, P.E.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the detailed Scope of Services presented in Exhibit A

4. DELIVERABLES

Engineer shall provide District with project record documents in electronic format from within the Procore Document Management System including, Daily Logs of work, Photos and videos of pre-construction conditions, photos of construction progress, submittals and RFI's provided to Engineer for review along with responses to these items, final record of any modifications to the contract drawings in red line form.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. Compensation shall be on an hourly basis with a not to exceed amount of \$1,176,305. The hourly distribution and rates for the duration of the project is shown in Exhibit B and consistent with the Engineer's rates.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Construction Management and Inspection Services	\$1,176,305	Yes	Paul Eldredge
Total	\$1,176,305		

6. TIME OF COMPLETION

All work defined in this Task Order shall be complete in 760 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement and the overall project schedule. A summary 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	Michael K. Jaeger, P.E.
Construction Manager	Michael Yeraka, P.E.
Project Engineer	Masih Hamkar
Inspector	Thomas J. (TJ) Hanson

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 _____, 20__ and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Tanner Pacific, Inc.

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

By: _____
William Tanner, P.E.
CEO

Date: _____

Date: _____

By: _____
Michael K. Jaeger, P.E.
C55691
Principal/Chief Marketing Officer
(CMO)

Date: _____

EXHIBIT A

Union Sanitary District Alvarado Influent Pump Station Improvements and Headworks Screens Replacement Projects Tanner Pacific, Inc. Scope of Services

I. Construction Manager (CM)

A. Project Responsibilities

1. Construction Administration

- a. Provide Full administrative services to manage all documentation and communications throughout the project duration.
- b. Engineer shall manage routing all information from Procore into ProjectMates.
- c. Project Coordination: Engineer shall act as the project coordinator and the point of contact for all communications with the Contractor. Engineer shall coordinate the activities of the District, Design Consultants (DC) and Contractor. The DC are Carollo Engineers and Woodard and Curran, Inc.
- d. Construction Administration Services: Engineer shall provide administrative and management services. Engineer shall receive all correspondence from the Contractor and shall address all inquiries from the Contractor and all construction related correspondence. The DC will be responsible for providing any design input.
- e. Document Tracking: manage routing, track all correspondence and document from Procore into Projectmates.
- f. Monitor the record documents being produced by the Contractor on a monthly basis to confirm they are being properly updated.

2. Meetings

- a. Prepare Agendas, facilitate and provide record of discussions for all project related meetings including the Pre-Construction meeting.

3. Submittals

- a. Receive all submittals from the Contractor, review for general conformity with the Contract requirements.
- b. If obvious deficiencies are apparent in the submittal, Engineer shall return the submittal to the contractor for correction.
- c. Manage routing through the online Procore and input into the Projectmates system and coordinate all comments to and from the DC and Union Sanitary District (District). Engineer shall review comments on submittals to determine if additional follow-up with the contractor is warranted and to identify prospective scope changes.
- d. Engineer shall maintain a log and tracking system for submittals through Procore and input into ProjectMates. Engineer shall track the status of submittal review with the DC and the status of shop drawing resubmittals with the Contractor.

4. Requests for Information (RFI)

- a. Receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Engineer shall return the RFI to the Contractor.
- b. Route all other RFIs to the CE, WC and/or District, as applicable.
- c. Provide response to Contractor for any administrative and general RFI's.
- d. Review the response, verify acceptability of response and transmit the RFI response to the Contractor. If the response materially affects the design, it will be reviewed with the District

- and/or the DC, as necessary, to verify that it is required. If it is required, Engineer shall issue a change request.
- e. Maintain logging and tracking of all RFI's through Procore and ProjectMates.
 - f. If RFI response from the DC requires a Design Clarification, prepare Clarification Letter for transmittal to the Contractor with all appropriate details provided by the DC.
5. Clarification Letters (CL)
 - a. Review design clarification details provided by WC and/or CE.
 - b. After review with the District, transmit the Clarification Letter to the Contractor.
 6. Change Order Preparation, Negotiation & Processing
 - a. Evaluate the merit, cost and time impact of all changes either requested by the contractor or the District.
 - b. Prepare any change requests by District. Work with all parties to negotiate an equitable resolution.
 - c. Prepare all documentation to adjust the original contract for any and all time and cost impacts.
 - d. Maintain logging and tracking of all change orders through Procore and ProjectMates
 7. Field Orders (FO) and Field Directives (FD)
 - a. In the event that the Contractor encounters a time sensitive problem where it is not practical to take time to negotiate a settlement, the Engineer shall issue a FO. All work done under a FO will be completed on a time and material basis. The Engineer and District will execute the FO.
 8. Progress Payments
 - a. Administrate the preparation and processing of the monthly progress payments, to include, at a minimum, the following steps:
 - a. Initial review of quantities by field staff to confirm the quantities being requested for payment match those tracked by Engineer's field staff.
 - b. Verify that any and all stored materials requested for payment are properly stored on site per the manufacturers/supplier's requirements.
 - c. Prepare summary cover sheet to be executed by Contractor, Engineer and District.
 9. Scheduling
 - a. Review and work with the Contractor in their development of the initial baseline schedule and preparation of the weekly 3-week look ahead schedules
 - b. Review monthly schedule updates for accuracy and conformance with the contract.
 - c. Provide written comments to the Contractor on the project schedule.

II. Field Inspection

A. Project Responsibilities

1. Field Observation (When in the field)
 - a. Provide field observation services to monitor compliance with Contract Documents.
 - b. Prepare a daily observation report documenting all field activities, field crews, Contractor equipment, and field problems.
 - c. Maintain the database, implemented by Engineer, for daily observation reports and photographs.
 - d. Provide photographic documentation of The Project prior to construction and maintain photographs of field activities for

- status monitoring of the project.
- e. Engineer shall monitor the record documents on a monthly basis to determine if they are being maintained by the Contractor.
- f. Maintain a Corrective Work Item List to provide a current inventory of required corrections to aid in timely completion of such items.

III. Safety

- a. Engineer shall comply with appropriate regulatory, project and District regulations regarding necessary safety equipment or procedures used during performance of Engineer's work and shall take necessary precautions for safe operation of Engineer's work, and the protection of Engineer's personnel from injury and damage from such work.

Neither the professional activities of Engineer, nor the presence of Engineer's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Engineer and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions. Engineer shall follow the District's confined space procedures for entry into any existing District confined spaces and shall follow these procedures at its own risk. Engineer's reliance on the District's fixed gas detection system shall be at its own risk.

IV. Testing & Training

- A. The scope and budget do not include Engineer's participation in factory witness testing.
- B. Engineer shall coordinate training requirements and activities.
- C. DC will provide design assistance during testing operations if determined necessary by the District.
- D. Engineer shall work with the Contractor, DC and the District on the development of the Startup Plan.
- E. Engineer shall provide oversight and administration of training and testing.

V. Special Inspections, Testing

- A. Schedule and coordinate special inspections, materials testing, as needed. At a minimum:
 - a. Backfill sampling and compaction testing
 - b. Concrete quality, if needed
 - c. Coating inspections, including preparation of surfaces to be coated and application of coating systems.
- B. The District will contract for all other related special inspections, materials testing services that are not performed by the contractor as required by the contract. Engineer shall schedule and coordinate of the special inspections, and material testing.

VI. Project Closeout

- A. The Contractor will furnish record drawings, which Engineer shall review for accuracy and completeness
- B. Engineer shall forward accepted Record Drawings to the DC to prepare final Record Drawings in CAD, for their respective projects.
- C. Final Inspection and Punch List.
 - 1. Engineer shall have primary responsibility for conducting the final inspection.
 - 2. District, DC (if necessary) will participate and provide input on final inspection.

3. Engineer shall prepare and issue the punch list with input from District, and DC.
 4. Engineer to provide District with notification when all Punch List items are complete so District may formally accept the project for record purposes.
- D. Engineer shall provide District with project documentation electronically.

VII. Warranty Coordination

- A. District will coordinate warranty work after the start of the warranty period.

EXHIBIT B

Cost Proposal for USD Alvarado Influent Pump Station Improvements and Headworks Screens Replacement Projects

Personnel/Service	Hours and Hourly Rates			2019						2020						2021														
	Hours	Rate	Amount	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
Preconstruction																														
Principal	5	\$ 225	\$ 1,125	5																										
CM	15	\$ 180	\$ 2,700	15																										
OE	20	\$ 125	\$ 2,500	20																										
Subtotal			\$ 6,325																											
Construction Oversight																														
Principal	92	\$ 225	\$ 20,700		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
CM	368	\$ 180	\$ 66,240		16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
OE	736	\$ 125	\$ 92,000		32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Inspector	2,500	\$ 175	\$ 437,500			40	60	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Subtotal			\$ 616,440																											
Project Communication																														
Principal	-	\$ 225	\$ -																											
CM	552	\$ 180	\$ 99,360		24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
OE	368	\$ 125	\$ 46,000		16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Inspector	400	\$ 175	\$ 70,000					20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Subtotal			\$ 215,360																											
Project Reporting/Records Review																														
Principal	-	\$ 225	\$ -																											
CM	736	\$ 180	\$ 132,480		32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
OE	736	\$ 125	\$ 92,000		32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Inspector	420	\$ 175	\$ 73,500				20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Subtotal			\$ 297,980																											
Project Closeout																														
Principal	8	\$ 225	\$ 1,800																										4	4
CM	80	\$ 180	\$ 14,400																									40	40	
OE	80	\$ 125	\$ 10,000																									40	40	
Inspector	80	\$ 175	\$ 14,000																									40	40	
Subtotal			\$ 40,200																											
PROJECT TOTALS			\$ 1,176,305.00																											

Monthly Hour Totals for Project	Principal	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
CM	15	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72
OE		80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Inspector	20	0	40	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160

- NOTES:**
1. The proposed budget is based on the AIPS Schedule of Work. It includes the Base Bid and the Bid Alternates construction. The Headworks schedule falls within this time frame and the effort shown covers this project as well.
 2. The proposed budget includes two months for Project closeout shown in Nov. and Dec. 2021. The closeout effort includes both projects.
 3. If the project runs longer than expected, TPI will request an amendment using the TPI Hourly Rate Sheet.
 4. All subconsultants are billed at cost plus 5%.
 5. Hourly rates provided represent the 2019-20 rate and our standard rate increase for 2020-21 FY. This provides the District with one rate for the entire project and no need to modify the budget during the project.
 6. The budget does not include a CM office.

CM = Construction Manager
 OE = Office Engineer



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM #13**

TITLE: Consider Third Amended and Restated Employment Agreement between Union Sanitary District and Paul R. Eldredge *(This is a Motion Item)*

SUBMITTED: Karen W. Murphy, General Counsel
Gene Boucher, Human Resources Manager

Recommendation

It is recommended that the Board approve the Third Amended and Restated Employment Agreement in the form attached.

Previous Board Action

1/14/19 - The Board approved a Second Amended and Restated Employment Agreement with Paul R. Eldredge.

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, District and Manager entered into an Amended and Restated Employment Agreement to incorporate all amendments into 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.

On January 14, 2019, District and Manager entered into a Second Amended and Restated Employment Agreement, which (1) increased Manager's salary to \$279,595.04, or approximately one and a half percent; (2) provided Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provided Manager with a one-time contribution of 50 vacation hours

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 that Manager may receive performance bonuses following the performance evaluation. Section 13(A) provides that the Board agrees to review the Manager's total compensation each year.

On August 26, the Board appointed an ad hoc subcommittee of President Toy and Secretary Kite to negotiate any contract amendments with Mr. Eldredge. The Board of Directors conducted Mr. Eldredge's 2019 annual performance evaluation on October 1 and 7. On October 7, the Board also met with its designated ad hoc subcommittee.

The following amendments were agreed upon: (1) an increase in Manager's salary to \$290,778.85, or approximately four percent, retroactive to September 1, 2019; and (2) the provision of a one-time payment to Manager in the amount of \$8,387.85.

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

Attachment - Third Amended and Restated Employment Agreement

THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS THIRD 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. On January 14, 2019, District and Manager entered into a Second Amended and Restated Employment Agreement, which (1) increased Manager’s salary to \$279,595.04, or approximately one and a

half percent; (2) provided Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provided Manager with a one-time contribution of 50 vacation hours (“**Second Amended and Restated Agreement**”).

J. District and Manager now desire to enter into a Third Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$290,778.85, or approximately four percent; and (2) provide Manager with a one-time payment of \$8,387.85, which will not be subject to PERS.

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. Effective as of September 1, 2019, Manager's base salary is increased to \$290,778.85. Base salary is subject to adjustment annually and Manager may receive performance bonuses following the Manager's annual performance evaluation. Manager received a one-time payment of \$9,641.21 in 2018 pursuant to the Second Amended and Restated Agreement and shall receive a one-time payment of \$8,387.85 at the next pay period after execution of this Agreement. 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 Second 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 _____
Jennifer Toy, President

By _____
Paul R. Eldredge

Attest:

Approved:

By _____
Pat Kite, Secretary

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

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Receive Information and Provide Direction Regarding the Enhanced Treatment & Site Upgrade (ETSU) Program Operational Budget (*This is a Direction Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, Finance & Acquisition Services Team (FAST) Coach

Recommendation

Receive information and provide direction regarding the ETSU Operational Budget.

Previous Board Action

07/22/2019 Board Meeting- Review and Consider Approval of the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges

08/26/2019 Board Meeting – Adopted Resolution No. 2864 to Approve the Final Report for the Enhanced Treatment & Site Upgrade Program

Background

Staff previously proposed the concept for charging the recently appointed ETSU Program expenses to the affiliated CIP projects. After careful consideration, staff is of the opinion that the most efficient mechanism for handling these expenses is to create a new team budget (Team 114) for the ETSU staff and to utilize a standard budget operating template to track the program costs. This budgeting structure was going to be recommended next FY, but staff is proposing to implement this during the current FY.

This is technically an amendment to the budget as we are adding a new line item, however, there is no change to the already approved budget bottom line as the funds will be transferred from the CIP budget to Team 114. This is easily facilitated via a transfer from the existing CIP budget (Fund 80 only for ETSU project #532) to cover the ETSU expenses for this fiscal year.

Benefits resulting from this action include:

- Standardization with other work group and team budget processes
- Ease of tracking and reporting expenses for ETSU
- Maintains established hierarchical expense approval processes

As mentioned, this transfer does not increase the total approved budget for FY 2020.

Additionally, Staff has conferred with the District's financial auditors and has been advised that this action is compliant with Governmental Accounting Standards Board (GASB) statements.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM #15**

TITLE: LEGISLATIVE UPDATE ON REGIONAL ISSUES OF INTEREST TO THE BOARD
(This is an Information Item)

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

Recommendation

Information only.

Previous Board Action

April 22, 2019 Board Meeting, the USD Board received a legislative update on regional issues.

Background

The Board was last updated on regional issues at its April 22, 2019 meeting. This report will be followed by a report on state and national issues at a future meeting. If there are 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. This document contains the most updated information available as of the publishing date of this staff report.

Regional News:

Dumbarton Rail Proposed Public-Private Partnership

- San Mateo County Transit District (SamTrans) and [Cross Bay Transit Partners LLC](#) are engaged in a public-private partnership to improve transportation along the Dumbarton corridor in the San Francisco Bay Area, stating that they are “exploring new, environmentally appropriate alternatives for a high-quality, high-capacity public transit system.” Cross Bay Transit Partners is jointly owned by Facebook and [Plenary Group](#), an independent long-term investor, developer, and manager of public infrastructure.

The SamTrans website notes that an Environmental review process will be underway from Summer 2019 through Fall 2021.

Alameda County

- The Alameda County Complete Count Committee for Census 2020 (CCC) is a regional stakeholder group working collaboratively to maximize participation in Census 2020, innovatively promote Census jobs, and effectively communicate with the public. The Committee members will utilize local knowledge, coordinate connections, and convey messages to their agency’s networks or service populations among Hard-to-Count communities. The Census count determines federal representation and funding distribution.
- Alameda County convened an historic meeting of regional leaders on July 22, 2019 to discuss a deepening homelessness problem and to promote increased collaboration to maximize opportunities to address homelessness and to assist those in jeopardy of falling into homelessness in keeping their homes.

The meeting brought together the full Alameda County Board of Supervisors and mayors and city managers from each of the County’s 14 cities for an unprecedented discussion of solutions to the region’s homelessness crisis. The meeting was convened in response to figures from a Point-In-Time count conducted earlier this year showing homelessness grew by 43 percent across the County over the past two years.

- Alameda County Supervisor Scott Haggerty announced in June that he will not seek re-election when his term expires in 2021. Currently, State Senator Bob Wieckowski, Fremont City Councilmember Vinnie Bacon, Dublin Mayor David Haubert, Dublin Vice-Mayor Melissa Hernandez, and Ohlone Community College District trustee Sue Chan have filed or shown interest in campaigning for the seat, which is slated for the March 3, 2020 primary election ballot.

- The third Niles Canyon Stroll and Roll took place on Sunday, September 22, 2019 from 7 a.m. to 2 p.m. The event was a joint effort by Alameda County Supervisors Scott Haggerty and Richard Valle. Highway 84 (Niles Canyon Road) was closed to vehicular traffic to provide an opportunity for people to safely bike, walk, or run through the canyon.

The purpose of the event is to bring about public awareness and support for an initiative to create a class 1, multi-use trail through Niles Canyon, from Niles to Sunol. The trail would provide access for pedestrians and bicyclists to experience Niles Canyon as well as serve as an alternative to Highway 84 for commuters on bicycle.

Alameda County Water District (ACWD)

- The District hosted a special Board workshop on Thursday, October 17, 2019 focusing on the potential merits of acquiring an ownership share in the N3 Cattle Ranch Property. The issue was further discussed at a special Board meeting on Thursday, October 24, 2019, with District Real Property Negotiators appointed before adjournment to closed session.

The 50,500-acre N3 Cattle Company Ranch, located south of Livermore, is offered for sale for \$72 million. Much of the property is located in watersheds that supply facilities significant to ACWD, including Lake Del Valle, Calaveras Reservoir, and Alameda Creek.

- The District began construction on the final of two fish ladders along Alameda Creek in Spring 2019. The projects will mark the completion of a larger-scale venture to restore threatened steelhead trout to the creek and secure water supplies throughout the region. Forty percent of ACWD's water supply is sourced from Alameda Creek.

Ohlone College

- On October 10, 2019, the college announced that President/Superintendent Dr. Gari Browning will retire at the end of the 2019/2020 academic year. Dr. Browning has served Ohlone for the past 12 years. The search for her replacement will begin in November.
- Construction of several new Mission San Jose campus buildings is nearly complete. The buildings are scheduled to open in January 2020.
- At a recent President's Advisory Committee meeting, Dr. Browning discussed Ohlone's progress toward achieving goals of its 2015-2020 strategic plan and development of its next Strategic Plan for 2021-2026. Community representatives were asked to provide input on what Ohlone is doing well and what could be improved as well as suggest possible activities to consider as the new strategic plan is drafted.

City of Fremont

- The City recently announced that the California Transportation Commission (CTC) approved the relinquishment of a portion of State Route 84, giving Fremont local control over the street right of way between Interstate 880 and Mission Boulevard. The route includes portions of Thornton Avenue, Fremont Boulevard, Peralta Boulevard, and Mowry Avenue. The City will embark on a multi-year plan to upgrade the quality of the road. Construction projects are planned for Thornton Avenue and Fremont Boulevard in 2021 (Phase 1), Peralta Boulevard in 2022 (Phase 2), and Mowry Avenue in 2023 (Phase 3). The City is currently in the community engagement portion of the Phase 1 project design, referred to as “Centerville Complete Streets,” and will be starting a series of community meetings.
- The City hosted a groundbreaking celebration of the future Fremont Downtown Event Center and Plaza on Friday, October 25, 2019. The future 13,400 square-foot event center and one-acre plaza will offer a destination for the Fremont community to gather socially and for business.
- On September 10, 2019, council unanimously voted to locate a temporary Housing Navigation Center in the rear parking lot of Fremont’s City Hall. Approximately 200 community members spoke during the special meeting, providing input to council on the development of the navigation center and the two proposed site options. The Center will accommodate 45 unsheltered community members. The creation of Fremont’s temporary Housing Navigation Center is in response to the growing homelessness crisis in Fremont and is part of a multi-pronged strategy to proactively address the current shelter emergency.

Councilmembers selected the City Hall site based on its proximity to services, food access, and transportation. City staff plan to finalize and then submit the site plan drawings to Fremont’s Building Department and outside utility agencies, including USD, for review.

- A recently published City newsletter titled Focusing on Homelessness provided updates on several efforts underway including a Mobile Hygiene Unit, which provides shower and laundry services from its 50-foot truck and trailer; a Mobile Evaluation Team that consists of law enforcement personnel and social workers who provide support to community members with mental illnesses, some of whom are homeless; and the Fremont Family Resource Center, which offers a host of services such as childcare, counseling, housing information, SparkPoint financial services, and more.
- The November 3, 2020 General Election will include Mayor Lily Mei on the ballot for re-election, as well as Councilmembers Raj Salwan (District 5, Mission-Warm Springs), and Teresa Keng, (District 1, North Fremont.) Teresa Cox, trustee, Ohlone Community

College District will be on the ballot to represent District 6 (Irvington.) Former planning commissioner Yogi Chugh is noted as showing interest in the District 6 seat.

- In early 2020, the City expects to begin transitioning to electronic plan review for planning, building, and engineering services. This new process will eliminate the need for permit applicants to provide resource-intensive paper plans and documents and allow for a more efficient and transparent permit processing system.

Fremont Unified School District

- The District announced on September 25, 2019 that the Board of Trustees will transition from an at-large election system to a system in which Trustees are elected by “trustee areas” and held the first of two public hearings prior to creating trustee area maps. The second hearing was held October 16, 2019. Public Hearings to review draft maps will be held October 30, November 20, and December 10, 2019.

City of Newark

- City and County Officials along with representatives from Perkins & Will and Webcor broke ground on the new Newark Civic Center which will be home to a new Library, City Hall, and Police Station. The groundbreaking took place on August 8, 2019 and was attended by more than 250 guests.
- The City’s 64th annual Newark Days celebration was held September 19 – 22, 2019 at Newark Community Park and Community Center. The event highlights the City’s September 22, 1955 birthday. USD Environmental Compliance staff provided outreach on Sunday, September 22 in the park.
- Mayor Alan Nagy and councilmembers Sucus Collazo and Luis Freitas will be on the November 3, 2020 ballot for re-election.

City of Union City

- The City recently sent an information piece to residents regarding a Public Safety parcel tax that will expire in 2020 unless renewed by voters. The document notes that the City’s leaders are exploring options, including placing a measure on the March 3, 2020 primary election ballot to renew the parcel tax. The City asked that readers fill out a survey about their public safety priorities and return it by mail. The survey can also be completed online.
- Alameda County, the City of Union City, New Haven Unified School District, and the Union City Chamber of Commerce hosted a Welcome Luncheon for Union City’s new

City Manager Joan Malloy and New Haven Unified School District’s new Superintendent John Thompson on September 19, 2019.

- The City approved a Biennial Budget for Fiscal Years 2019-20 and 2020-21. Consideration of many options to fill a roughly \$7 million funding gap over the next two years to balance the budget led to a combination of service cuts including reductions in community center and library hours and the elimination of an unfilled park maintenance position. The rest of the budget gap will be filled by spending \$5.5 million out of the City’s savings account.
- After consideration of an independent analysis examining calls for service data in Union City that found Fire Station 30 located at the border of Union City and Fremont was underutilized in Union City and not needed, council voted to close the station. The City will convene a team to develop a plan, timeline, and community outreach process associated with the station’s closure.
- On April 23, 2019 The City Council adopted a resolution declaring its intent to transition from at-large elections to District-Based Councilmember Elections Pursuant to Elections Code Section 10010. At that time, the City had an at-large election system, meaning voters across the City could participate in the selection of all four City Council seats and the Mayor’s seat.

Council held public hearings June 25, July 9, August 13, and September 9, 2019 to receive comments regarding proposed compositions of new districts. An ordinance transitioning to by-district election system and establishing the district election map was introduced on September 24, 2019 and adopted at the October 8, 2019 council meeting.

- The November 2, 2020 General Election Ballot will include Mayor Carol Dutra-Vernaci and Councilmember Gary Singh.

Development Summary

- Below is a summary of information regarding development in USD’s service area. This information is the most up to date available as of the publishing date of this staff report.

	Planning			Entitled			Under Construction		
	Fremont	Union City	Newark	Fremont	Union City	Newark	Fremont	Union City	Newark
Single Family Dwelling Units	78	11	540	40	33	323	535	45	1,034
Multi-Family Dwelling Units	2,703	549	260	921	0	379	3,250	99	453

Comm/Ind (SQ FT)	1,594,776	34,915	8,300	1,038,502	37,326	74,205	1,740,229	3,808	630,108
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- MFD Includes Duplex, Triplex, Townhomes, Condos, Apartments, Hotel rooms
- Planning (Future) = Has not been received by USD yet but has reached out to the Cities for planning
- Entitled (In review) = Has been received by USD, is either in plan review or has been approved, but has NOT paid any capacity fees
- Under Construction (Permitted) = Has been received by USD, has been approved and has paid capacity fees



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

TITLE: CAL-Card Quarterly Merchant Activity Report (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, Business Services Coach
Skip Calvo, Purchasing Agent

Recommendation

Information only.

Previous Board Action

None.

Background

The attached CAL-Card Merchant Spend Analysis details the CAL-Card activity for the first quarter of FY 2020. This covers transactions from the CAL-Card billing period July 23, 2019 through September 23, 2019. During this quarter, we had 287 transactions totaling \$71,711.62.

Attachments: Merchant Spend Analysis Report

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47963	BUSINESS EXPENS	9399	CITY OF FREMONT DEV SVCS	FREMONT	CA	\$ 5,400.00	4	\$ 1,350.00	\$ 0.00	0	\$ 5,400.00	7.53%	4	\$ 0.00
47963	BUSINESS EXPENS	8699	CALIFORNIA WATER ENVIRONM	510-3827800	CA	4,078.00	20	203.90	0.00	0	4,078.00	5.69%	20	0.00
47963	BUSINESS EXPENS	8699	AMERICAN PAYROLL ASSOC	210-226-4600	TX	4,012.62	3	1,337.54	0.00	0	4,012.62	5.60%	3	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MA7033CH2	AMZN.COM/BILL	WA	2,264.12	1	2,264.12	0.00	0	2,264.12	3.16%	1	201.14
47978	VEHICLE EXPENSE	5599	PETERSON TRUCKS SL	510-357-6200	CA	1,949.29	2	974.65	0.00	0	1,949.29	2.72%	2	0.00
47962	BUILDING SERVIC	1799	D&M TRAFFIC SERVICES	408-4361127	CA	1,935.18	2	967.59	0.00	0	1,935.18	2.70%	2	159.79
47979	WHOLESALE TRADE	5074	MORSE HYDRAULICS USA L	FREMONT	CA	1,882.99	2	941.50	0.00	0	1,882.99	2.63%	2	0.00
47969	MRO SUPPLIES	5969	4IMPRINT	877-4467746	WI	1,706.64	1	1,706.64	0.00	0	1,706.64	2.38%	1	142.05
47979	WHOLESALE TRADE	5099	ZEMARC CORPORATION	323-721-5598	CA	1,612.99	1	1,612.99	0.00	0	1,612.99	2.25%	1	126.07
47978	VEHICLE EXPENSE	5533	ALLDATA CORP #8601	800-829-8727	CA	1,500.00	1	1,500.00	0.00	0	1,500.00	2.09%	1	0.00
47969	MRO SUPPLIES	5969	FLUID COMPONENTS INTL	760-7446950	CA	3,035.30	2	1,517.65	1,570.03	1	1,465.27	2.04%	3	209.52
47979	WHOLESALE TRADE	5047	IDEXX DISTRIBUTION INC	800-814-1147	ME	1,376.49	3	458.83	0.00	0	1,376.49	1.92%	3	111.57
47978	VEHICLE EXPENSE	5533	FREMONT FORD	888-244-9105	CA	1,348.58	2	674.29	0.00	0	1,348.58	1.88%	2	0.00
47978	VEHICLE EXPENSE	7538	BAYCOUNTIESDIES ELSERVINC	FREMONT	CA	1,270.64	3	423.55	0.00	0	1,270.64	1.77%	3	0.86
47965	HOTELS	3640	GRAND HYATT SAN DIEGO	8558690846	CA	1,190.62	5	238.12	0.00	0	1,190.62	1.66%	5	0.00
47963	BUSINESS EXPENS	8699	CASA	916-4460388	CA	1,190.00	1	1,190.00	0.00	0	1,190.00	1.66%	1	0.00
47979	WHOLESALE TRADE	5074	EVOQUA WATER TECHNOLOG	888-602-6403	PA	1,100.42	1	1,100.42	0.00	0	1,100.42	1.53%	1	97.76
47970	OFFICE	7361	ZIPRECRUITER.	855-747-5493	CA	1,076.59	4	269.15	0.00	0	1,076.59	1.50%	4	0.00

Merchant Spend Analysis - Detail

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47970	SERVICES		INC.											
47979	WHOLESALE TRADE	5046	SENTRY AIR SYSTEMS	832-255-7139	TX	1,073.43	1	1,073.43	0.00	0	1,073.43	1.50%	1	0.00
47979	WHOLESALE TRADE	5085	JNEQUIPMENT.COM	561-964-3358	FL	1,055.65	1	1,055.65	0.00	0	1,055.65	1.47%	1	0.00
47963	BUSINESS EXPENS	8299	PAYPAL *PIPEUSERSGR	402-935-7733	CA	900.00	3	300.00	0.00	0	900.00	1.26%	3	0.00
47973	OTHER TRAVEL	4722	HOTELSCOM8028226452776	HOTELS.COM	WA	883.14	1	883.14	0.00	0	883.14	1.23%	1	0.00
47979	WHOLESALE TRADE	5200	LOWES #01895*	FREMONT	CA	872.60	2	436.30	0.00	0	872.60	1.22%	2	73.88
47979	WHOLESALE TRADE	5300	COSTCO WHSE #0823	HAYWARD	CA	840.54	3	280.18	0.00	0	840.54	1.17%	3	0.00
47979	WHOLESALE TRADE	5085	INSTRUMART	800-8844967	VT	829.71	1	829.71	0.00	0	829.71	1.16%	1	0.00
47963	BUSINESS EXPENS	8699	CALIFORNIA STORMWATER QUA	650-366-1042	CA	760.00	1	760.00	0.00	0	760.00	1.06%	1	0.00
47963	BUSINESS EXPENS	9399	CA TOXIC MAIN/US EPA FEE	SACRAMENTO	CA	727.50	1	727.50	0.00	0	727.50	1.01%	1	0.00
47979	WHOLESALE TRADE	5300	COSTCO WHSE #1061	HAYWARD	CA	720.05	8	90.01	0.00	0	720.05	1.00%	8	0.00
47970	OFFICE SERVICES	7395	COSTCO *PHOTO CENTER	800-955-2292	WA	682.98	2	341.49	0.00	0	682.98	0.95%	2	0.00
47979	WHOLESALE TRADE	5046	KLEEN-RITE CORPORATION	717-6846721	PA	660.48	6	110.08	0.00	0	660.48	0.92%	6	39.78
47970	OFFICE SERVICES	8911	IN *BURLINGAME ENGINEERS	925-9435200	CA	634.05	1	634.05	0.00	0	634.05	0.88%	1	45.05
47979	WHOLESALE TRADE	5261	DOMYOWN.COM	770-840-8831	GA	629.42	1	629.42	0.00	0	629.42	0.88%	1	0.00
47971	OFFICE SUPPLIES	5734	SP * MUCKBOOT-USA	HTTPSMUCKBOOT	CA	614.60	1	614.60	0.00	0	614.60	0.86%	1	54.60
47964	EATING/DRINKING	5814	TOGOS - UNION CITY	UNION CITY	CA	603.89	6	100.65	0.00	0	603.89	0.84%	6	0.00
47979	WHOLESALE	5085	ENDRESS+HAUSER	888-363-7377	IN	601.31	2	300.65	0.00	0	601.31	0.84%	2	0.00

Merchant Spend Analysis - Detail

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47979	TRADE		INC											
289498	IT SOFTWARE	7372	PAYPAL *OPTIMUMSOLU	402-935-7733	CA	595.00	1	595.00	0.00	0	595.00	0.83%	1	0.00
47970	OFFICE SERVICES	7394	CELEBRATION PARTY EQUIPME	510-8870727	CA	577.50	2	288.75	0.00	0	577.50	0.81%	2	1.00
47973	OTHER TRAVEL	4468	ANCHOR EXPRESS	8668882624	MA	564.98	1	564.98	0.00	0	564.98	0.79%	1	0.00
47963	BUSINESS EXPENS	9399	UNION CITY CITY HALL	UNION CITY	CA	562.00	1	562.00	0.00	0	562.00	0.78%	1	0.00
47979	WHOLESALE TRADE	5085	TIFCO INDUSTRIES INC	866-359-3081	TX	558.94	1	558.94	0.00	0	558.94	0.78%	1	0.00
47971	OFFICE SUPPLIES	5942	CAL OSHA RE	916-774-4000	CA	487.60	1	487.60	0.00	0	487.60	0.68%	1	0.00
47979	WHOLESALE TRADE	5039	OWEN EQUIPMENT COMPANY	503-2559055	OR	477.10	1	477.10	0.00	0	477.10	0.67%	1	41.17
47972	OTHER	5999	DEELAT.COM	305-672-6732	FL	467.27	1	467.27	0.00	0	467.27	0.65%	1	0.00
47963	BUSINESS EXPENS	9399	CALPERS CVENT	916-795-3433	CA	449.00	1	449.00	0.00	0	449.00	0.63%	1	0.00
371673	8398	8398	ASSOCIATION FOR CALIFORNI	510-4325959	CA	449.00	1	449.00	0.00	0	449.00	0.63%	1	0.00
47972	OTHER	4214	IN *PENINSULA MESSENGER S	559-7346328	CA	444.00	1	444.00	0.00	0	444.00	0.62%	1	0.00
371673	8398	8398	CALIFORNIA SOCIETY OF MUN	916-2312137	CA	425.00	1	425.00	0.00	0	425.00	0.59%	1	0.00
47972	OTHER	5941	ID ENHANCEMENTS, INC.	WWW.IDENHANCE	SC	413.88	1	413.88	0.00	0	413.88	0.58%	1	0.00
47963	BUSINESS EXPENS	8699	IPMA-HR	800-950-1292	VA	405.00	1	405.00	0.00	0	405.00	0.56%	1	0.00
47970	OFFICE SERVICES	8911	BROWN AND CALDWELL	925-2102277	CO	400.00	2	200.00	0.00	0	400.00	0.56%	2	0.00
47963	BUSINESS EXPENS	8299	ATD	703-683-8100	VA	399.00	1	399.00	0.00	0	399.00	0.56%	1	0.00
47963	BUSINESS EXPENS	8699	PUBLIC RISK MANAGEMENT A	ALEXANDRIA	VA	385.00	1	385.00	0.00	0	385.00	0.54%	1	0.00

Merchant Spend Analysis - Detail

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47960	AIRLINE	3001	AMERICAN AIR0012377809590	FORT WORTH	TX	\$ 376.60	1	\$ 376.60	\$ 0.00	0	\$ 376.60	0.53%	1	\$ 0.00
47964	EATING/DRINKING	5462	NOTHING BUNDT CAKES 39	FREMONT	CA	370.00	1	370.00	0.00	0	370.00	0.52%	1	0.00
47979	WHOLESALE TRADE	5200	LOWES #01132*	UNION CITY	CA	362.12	7	51.73	0.00	0	362.12	0.50%	7	32.51
47979	WHOLESALE TRADE	5198	PITTSBURGH SPRAY EQUIP	412-882-4550	PA	349.51	1	349.51	0.00	0	349.51	0.49%	1	22.87
47960	AIRLINE	3066	SOUTHWES 5262116328577	800-435-9792	TX	337.96	1	337.96	0.00	0	337.96	0.47%	1	0.00
47979	WHOLESALE TRADE	5085	GRAINGER	877-2022594	IL	336.94	1	336.94	0.00	0	336.94	0.47%	1	28.96
47963	BUSINESS EXPENS	8699	WEF MAIN	703-684-2400	VA	328.00	1	328.00	0.00	0	328.00	0.46%	1	0.00
47960	AIRLINE	3066	SOUTHWES 5262108525830	800-435-9792	TX	325.96	1	325.96	0.00	0	325.96	0.45%	1	0.00
289498	IT SOFTWARE	7372	PARTS	WWW.ENERGYC HO	MA	318.55	1	318.55	0.00	0	318.55	0.44%	1	0.00
47963	BUSINESS EXPENS	8699	GOVERNMENT FINANCE OFFIC	CHICAGO	IL	311.98	2	155.99	0.00	0	311.98	0.44%	2	0.00
47960	AIRLINE	3066	SOUTHWES 5262107001419	800-435-9792	TX	305.96	1	305.96	0.00	0	305.96	0.43%	1	0.00
47979	WHOLESALE TRADE	5065	SUBSITE LLC	800-8462713	OK	304.03	1	304.03	0.00	0	304.03	0.42%	1	0.00
47979	WHOLESALE TRADE	5411	LUCKY #782 UNION CI	UNION CITY	CA	296.67	7	42.38	0.00	0	296.67	0.41%	7	0.00
47963	BUSINESS EXPENS	8699	ASQ ECOMMERCE	414-2728575	WI	294.00	1	294.00	0.00	0	294.00	0.41%	1	0.00
371673	8398	8398	PAYPAL *CWEA	402-935-7733	CA	290.00	1	290.00	0.00	0	290.00	0.40%	1	0.00
47979	WHOLESALE TRADE	5399	NET4SALE.COM	HTTPSNET4SALE	MA	286.49	1	286.49	0.00	0	286.49	0.40%	1	0.00
47965	HOTELS	3780	DLR RESORT RES CRO	7147814669	CA	285.48	1	285.48	0.00	0	285.48	0.40%	1	0.00
47979	WHOLESALE	5200	HOMEDEPOT.COM	800-430-3376	GA	277.67	2	138.84	0.00	0	277.67	0.39%	2	24.67

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47979	TRADE													
47972	OTHER	5732	BESTBUYCOM805641089627	888-BESTBUY	MN	274.36	1	274.36	0.00	0	274.36	0.38%	1	17.65
47979	WHOLESALE TRADE	5085	PENN DETROIT DIESEL - PHI	215-335-0500	PA	267.21	1	267.21	0.00	0	267.21	0.37%	1	11.16
47979	WHOLESALE TRADE	5199	BAUDVILLE INC.	800-728-0888	MI	263.04	2	131.52	0.00	0	263.04	0.37%	2	0.00
47970	OFFICE SERVICES	7399	ADVANTECH CORPORATION	510-850-6814	CA	250.40	1	250.40	0.00	0	250.40	0.35%	1	0.00
371673	8398	8398	INT PERSONNEL MGMT ASSOC	510-4325959	CA	249.00	1	249.00	0.00	0	249.00	0.35%	1	0.00
47979	WHOLESALE TRADE	5251	SOL*SNAP-ON INDUSTRIAL	877-740-1900	WI	243.83	3	81.28	0.00	0	243.83	0.34%	3	23.64
47979	WHOLESALE TRADE	5169	OMEGA INDUSTRIAL SUPPLY I	800-5717347	CA	228.87	1	228.87	0.00	0	228.87	0.32%	1	11.44
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH30H3WU2	AMZN.COM/BILL	WA	224.42	1	224.42	0.00	0	224.42	0.31%	1	0.00
47971	OFFICE SUPPLIES	5943	SNFRD/DYMO/PKR PN/ELMER	800-323-0749	CT	220.98	2	110.49	0.00	0	220.98	0.31%	2	18.13
47964	EATING/DRINKING	5812	CKE*IKE'S LOVE AND SANDWI	HAYWARD	CA	213.30	1	213.30	0.00	0	213.30	0.30%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH98O2LH2	AMZN.COM/BILL	WA	208.48	1	208.48	0.00	0	208.48	0.29%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MA7439J42	AMZN.COM/BILL	WA	204.00	1	204.00	0.00	0	204.00	0.28%	1	0.00
47970	OFFICE SERVICES	7361	EHS CAREERS.COM INC.	877-213-3377	GA	200.00	1	200.00	0.00	0	200.00	0.28%	1	0.00
47978	VEHICLE EXPENSE	5533	SP * NATIONAL GLASS	HTTPSNATIONAL	CA	199.60	1	199.60	0.00	0	199.60	0.28%	1	11.60
47963	BUSINESS EXPENS	8699	CMTA	916-2312144	CA	190.00	1	190.00	0.00	0	190.00	0.26%	1	0.00
47960	AIRLINE	3066	SOUTHWES 5262495765299	800-435-9792	TX	183.96	1	183.96	0.00	0	183.96	0.26%	1	0.00

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47979	WHOLESALE TRADE	5251	HARBOR FREIGHT TOOLS 638	FREMONT	CA	\$ 172.59	2	\$ 86.30	\$ 0.00	0	\$ 172.59	0.24%	2	\$ 14.61
47978	VEHICLE EXPENSE	5533	ROCK AUTO	608-661-1376	WI	161.64	1	161.64	0.00	0	161.64	0.23%	1	14.36
47963	BUSINESS EXPENS	8299	PESTICIDE APPLICATORS PRO	916-4412272	CA	160.00	1	160.00	0.00	0	160.00	0.22%	1	0.00
47979	WHOLESALE TRADE	5085	ENVIRO SAFETY PRODUCTS	559-6510919	CA	157.67	1	157.67	0.00	0	157.67	0.22%	1	11.14
47979	WHOLESALE TRADE	5085	ZORO TOOLS INC	855-2899676	IL	154.75	1	154.75	0.00	0	154.75	0.22%	1	0.00
47972	OTHER	5999	PRESSURE WASHER PARTS	605-9342222	SD	153.95	1	153.95	0.00	0	153.95	0.21%	1	0.00
47963	BUSINESS EXPENS	8699	UNION CITY CHAMBER OF	WWW.UNIONCITY	CA	150.00	2	75.00	0.00	0	150.00	0.21%	2	0.00
235401	REGISTRATION	8111	LIEBERTCASS	310-981-2000	CA	150.00	2	75.00	0.00	0	150.00	0.21%	2	0.00
47972	OTHER	5732	BEST BUY 00001446	UNION CITY	CA	148.11	2	74.06	0.00	0	148.11	0.21%	2	11.02
47979	WHOLESALE TRADE	5085	SANTA CLARA SYSTEMS INC	510-995-3390	CA	145.84	1	145.84	0.00	0	145.84	0.20%	1	0.00
371673	8398	8398	NACE INTERNATIONAL	800-797-6223	TX	145.00	1	145.00	0.00	0	145.00	0.20%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*7J8871EE3	AMZN.COM/BILL	WA	138.56	1	138.56	0.00	0	138.56	0.19%	1	10.09
47979	WHOLESALE TRADE	5411	SMART AND FINAL 523	UNION CITY	CA	136.80	2	68.40	0.00	0	136.80	0.19%	2	12.15
47963	BUSINESS EXPENS	8699	CALIFORNIA ASSOCIATION OF	800-592-1970	CA	130.00	1	130.00	0.00	0	130.00	0.18%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH6Z686C1	AMZN.COM/BILL	WA	125.88	1	125.88	0.00	0	125.88	0.18%	1	11.18
47979	WHOLESALE TRADE	5046	MUNICIPAL MAINTENANCE EQU	916-9221101	CA	125.00	1	125.00	0.00	0	125.00	0.17%	1	0.00
47979	WHOLESALE TRADE	5072	DETECTION INSTRUMENTS CO	602-797-0630	AZ	119.49	1	119.49	0.00	0	119.49	0.17%	1	0.00
47978	VEHICLE	5533	FIND IT PARTS	888-312-8812	CA	111.95	1	111.95	0.00	0	111.95	0.16%	1	8.86

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47978	EXPENSE													
342849	Postage Stamps	9402	USPS.COM POSTAL STORE	800-782-6724	MO	111.80	1	111.80	0.00	0	111.80	0.16%	1	0.00
47972	OTHER	5999	ISOPURE WATER	714-541-6600	CA	100.82	1	100.82	0.00	0	100.82	0.14%	1	0.00
47979	WHOLESALE TRADE	5099	GOLDEN RAILINGS INC	303-279-5807	CO	100.00	1	100.00	0.00	0	100.00	0.14%	1	0.00
47979	WHOLESALE TRADE	5251	HARBOR FREIGHT TOOLS 494	HAYWARD	CA	99.77	1	99.77	0.00	0	99.77	0.14%	1	8.86
47979	WHOLESALE TRADE	5169	ENVIRONMENTAL RESOURCE	303-431-8454	CO	99.03	1	99.03	0.00	0	99.03	0.14%	1	7.51
47964	EATING/DRINKING	5814	MR PICKLES 325 - UNION	UNION CITY	CA	91.06	1	91.06	0.00	0	91.06	0.13%	1	0.00
47961	AUTO/RV DEALERS	5511	KTEC E-STORE	217-592-5312	IL	88.24	1	88.24	0.00	0	88.24	0.12%	1	0.00
47970	OFFICE SERVICES	8734	NSI LAB SOLUTIONS INC	919-7893000	NC	88.20	1	88.20	0.00	0	88.20	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*Z08ZL3103	AMZN.COM/BILL	WA	87.80	1	87.80	0.00	0	87.80	0.12%	1	7.80
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MO1XF0NE0	AMZN.COM/BILL	WA	85.74	1	85.74	0.00	0	85.74	0.12%	1	0.00
		5942	AMZN MKTP US*MO37P7NJ0	AMZN.COM/BILL	WA	85.74	1	85.74	0.00	0	85.74	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH80933B1	AMZN.COM/BILL	WA	82.00	1	82.00	0.00	0	82.00	0.11%	1	0.00
47964	EATING/DRINKING	5814	FIVE GUYS CA 1911 ECOMM	510-780-0661	CA	81.85	1	81.85	0.00	0	81.85	0.11%	1	0.00
47970	OFFICE SERVICES	7399	FREMONT RECYCLING AND TRA	FREMONT	CA	81.00	1	81.00	0.00	0	81.00	0.11%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MO4KT28X0	AMZN.COM/BILL	WA	79.99	1	79.99	0.00	0	79.99	0.11%	1	0.00
47964	EATING/DRINKING	5812	DOORDASH*ANDE RSEN BAKE	STRIPE.COM	CA	79.27	1	79.27	0.00	0	79.27	0.11%	1	0.00
47964	EATING/DRINKING	5814	STARBUCKS	HAYWARD	CA	71.80	2	35.90	0.00	0	71.80	0.10%	2	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47964	G		STORE 48928											
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MH4 KV3X70 AMZN	AMZN.COM/BILL	WA	70.21	1	70.21	0.00	0	70.21	0.10%	1	6.24
47970	OFFICE SERVICES	7311	FACEBK X55TQLA4A2	650-5434800	CA	68.09	1	68.09	0.00	0	68.09	0.09%	1	0.00
47971	OFFICE SUPPLIES	5734	CBI*PINNACLE / COREL	800-799-9570	IL	64.95	1	64.95	0.00	0	64.95	0.09%	1	0.00
47979	WHOLESALE TRADE	5399	SMARTSIGN	718-797-1900	NY	64.61	2	32.31	0.00	0	64.61	0.09%	2	5.27
47979	WHOLESALE TRADE	5051	FECHOMETAL USA LLC	855-522-7289	FL	63.99	1	63.99	0.00	0	63.99	0.09%	1	0.00
47970	OFFICE SERVICES	7311	FACEBK WU7TFKS3A2	650-5434800	CA	62.61	1	62.61	0.00	0	62.61	0.09%	1	0.00
47970	OFFICE SERVICES	7399	TRAFFIC MANAGEMENT - OAK	877-763-3923	CA	62.27	1	62.27	0.00	0	62.27	0.09%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH2P13RNO	AMZN.COM/BILL	WA	61.41	1	61.41	0.00	0	61.41	0.09%	1	5.46
		5942	AMAZON.COM*MA4 UZ68R2 AMZN	AMZN.COM/BILL	WA	61.41	1	61.41	0.00	0	61.41	0.09%	1	5.46
47978	VEHICLE EXPENSE	4784	FASTRAK CSC	415-486-8655	CA	60.00	2	30.00	0.00	0	60.00	0.08%	2	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MA3N463A2	AMZN.COM/BILL	WA	58.02	1	58.02	0.00	0	58.02	0.08%	1	4.17
47964	EATING/DRINKING	5814	CHIPOTLE 1529	UNION CITY	CA	57.73	1	57.73	0.00	0	57.73	0.08%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH1X76WM1	AMZN.COM/BILL	WA	56.95	1	56.95	0.00	0	56.95	0.08%	1	4.10
47963	BUSINESS EXPENS	8641	CALIFORNIA SPECIAL DISTRI	916-442-7887	CA	55.00	1	55.00	0.00	0	55.00	0.08%	1	0.00
47979	WHOLESALE TRADE	5251	WESTERN STATES TOOL AND S	510-7862004	CA	54.88	1	54.88	0.00	0	54.88	0.08%	1	4.88
47979	WHOLESALE TRADE	5085	EYEWASH DIRECT	720-452-3060	CO	52.49	1	52.49	0.00	0	52.49	0.07%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMAZON.COM*M61AY8YW2 AMZN	AMZN.COM/BILL	WA	\$ 47.84	1	\$ 47.84	\$ 0.00	0	\$ 47.84	0.07%	1	\$ 4.26
47964	EATING/DRINKING	5814	CHIPOTLE ONLINE	303-595-4000	CO	45.98	2	22.99	0.00	0	45.98	0.06%	2	0.00
47970	OFFICE SERVICES	7311	FACEBK CJ46BME4A2	650-5434800	CA	44.08	1	44.08	0.00	0	44.08	0.06%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MH6K25V91	AMZN.COM/BILL	WA	43.45	1	43.45	0.00	0	43.45	0.06%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MA21I4UH1	AMZN.COM/BILL	WA	42.73	1	42.73	0.00	0	42.73	0.06%	1	0.00
47979	WHOLESALE TRADE	5331	PAYPAL *TB SUPPLY	402-935-7733	CA	39.99	1	39.99	0.00	0	39.99	0.06%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MO6DJ6MN2 AMZN	AMZN.COM/BILL	WA	38.40	1	38.40	0.00	0	38.40	0.05%	1	3.42
47970	OFFICE SERVICES	7399	HTTP://WEBEX.COM	916-861-3174	CA	38.00	2	19.00	0.00	0	38.00	0.05%	2	0.00
47979	WHOLESALE TRADE	5046	PAPE MATERIAL HANDLING	916-565-5650	OR	37.53	1	37.53	0.00	0	37.53	0.05%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH39M53J1	AMZN.COM/BILL	WA	37.48	1	37.48	0.00	0	37.48	0.05%	1	0.00
47978	VEHICLE EXPENSE	5533	AUTOZONE #3338	UNION CITY	CA	48.40	1	48.40	10.98	1	37.42	0.05%	2	4.39
47979	WHOLESALE TRADE	5331	PAYPAL *KATHYBLADES	402-935-7733	CA	35.30	1	35.30	0.00	0	35.30	0.05%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*HX4EN29Y3	AMZN.COM/BILL	WA	34.99	1	34.99	0.00	0	34.99	0.05%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH66Y8PT0	AMZN.COM/BILL	WA	33.98	1	33.98	0.00	0	33.98	0.05%	1	0.00
47979	WHOLESALE TRADE	5085	BHJ BAY CITY SCREW & BOL	5102930101	CA	32.93	1	32.93	0.00	0	32.93	0.05%	1	2.93
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH9Z01F60	AMZN.COM/BILL	WA	29.99	1	29.99	0.00	0	29.99	0.04%	1	0.00
47972	OTHER	5999	PAYPAL *KERMITSELLS	402-935-7733	CA	29.95	1	29.95	0.00	0	29.95	0.04%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MA2GN7WC1	AMZN.COM/BILL	WA	\$ 29.46	1	\$ 29.46	\$ 0.00	0	\$ 29.46	0.04%	1	\$ 0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH6FI3A32	AMZN.COM/BILL	WA	28.99	1	28.99	0.00	0	28.99	0.04%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH3OB6GV0	AMZN.COM/BILL	WA	28.80	1	28.80	0.00	0	28.80	0.04%	1	2.56
47972	OTHER	5999	PARTY CITY 1213	UNION CITY	CA	26.99	2	13.50	0.00	0	26.99	0.04%	2	2.40
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MO4S64TH0	AMZN.COM/BILL	WA	25.49	1	25.49	0.00	0	25.49	0.04%	1	0.00
47978	VEHICLE EXPENSE	5533	PAYPAL *WARRENDISTR	402-935-7733	CA	24.02	1	24.02	0.00	0	24.02	0.03%	1	1.98
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH0NI2TN2	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MA7 LA8EI2 AMZN	AMZN.COM/BILL	WA	21.90	1	21.90	0.00	0	21.90	0.03%	1	1.95
		5942	AMAZON.COM*MA8 1U3A12 AMZN	AMZN.COM/BILL	WA	21.90	1	21.90	0.00	0	21.90	0.03%	1	1.95
47978	VEHICLE EXPENSE	5542	THORNTONS #0364	OTTAWA	IL	21.67	1	21.67	0.00	0	21.67	0.03%	1	0.22
47979	WHOLESALE TRADE	5310	WAL-MART #2031	UNION CITY	CA	20.91	1	20.91	0.00	0	20.91	0.03%	1	0.97
47978	VEHICLE EXPENSE	5532	PAYPAL *TIMSMOBILET	402-935-7733	CA	20.06	1	20.06	0.00	0	20.06	0.03%	1	1.12
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH06D9AV2	AMZN.COM/BILL	WA	19.99	1	19.99	0.00	0	19.99	0.03%	1	0.00
		5942	AMZN MKTP US*MO1FQ3VD0	AMZN.COM/BILL	WA	19.99	1	19.99	0.00	0	19.99	0.03%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH0DQ9A12	AMZN.COM/BILL	WA	16.99	1	16.99	0.00	0	16.99	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH1QS7RP2	AMZN.COM/BILL	WA	16.15	1	16.15	0.00	0	16.15	0.02%	1	1.16
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*MH9MJ7VV0	AMZN.COM/BILL	WA	10.56	1	10.56	0.00	0	10.56	0.01%	1	0.93
47972	OTHER	5732	PAYPAL	402-935-7733	CA	7.93	1	7.93	0.00	0	7.93	0.01%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47972	OTHER		*IRVINELECTR											
47978	VEHICLE EXPENSE	5542	SELEX GRAND PRIX 13	CHICAGO	IL	6.53	1	6.53	0.00	0	6.53	0.01%	1	0.03
47979	WHOLESALE TRADE	5411	SAFEWAY #1224	NEWARK	CA	6.00	1	6.00	0.00	0	6.00	0.01%	1	0.00
47978	VEHICLE EXPENSE	5533	O'REILLY AUTO PARTS 2571	UNION CITY	CA	5.92	1	5.92	0.00	0	5.92	0.01%	1	0.53
47970	OFFICE SERVICES	7392	WPY*DKF SOLUTIONS GROUP	855-4693729	CA	590.00	2	295.00	590.00	2	0.00	0.00%	4	0.00
47979	WHOLESALE TRADE	5072	C H BULL COMPANY	6508378400	CA	1,031.81	1	1,031.81	1,031.81	1	0.00	0.00%	2	183.32
47965	HOTELS	7011	SO PT HOTEL AND CASINO	LAS VEGAS	NV	0.00	0	0.00	79.10	1	(79.10)	0.00%	1	0.00
47970	OFFICE SERVICES	7361	ZIPRECRUITER, INC.	8557475493	CA	0.00	0	0.00	83.00	4	(83.00)	0.00%	4	0.00
47970	OFFICE SERVICES	7333	BB PRINTS IT	TURLOCK	CA	0.00	0	0.00	159.84	1	(159.84)	0.00%	1	0.00
47963	BUSINESS EXPENS	8299	PAYPAL *PIPEUSERSGR	4029357733	CA	0.00	0	0.00	400.00	1	(400.00)	(0.56%)	1	0.00
47965	HOTELS	3640	GRAND HYATT SAN DIEGO	SAN DIEGO	CA	0.00	0	0.00	584.06	2	(584.06)	(0.81%)	2	0.00

Total **\$76,220.44** **\$4,508.82** **\$71,711.62** **287** **\$ 1,874.15**

Total Number of Records: 182

End of Report

Merchant Spend Analysis - Detail Output Parameter Page

Cycle Close Date Range: 07/2019 to 09/2019

Report Type: Detail

Merchant Profile Source: Association

Merchant Names: All

Merchant Category Code Group: All

Merchant States: All

Sort Report By: (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort

Break/Subtotal Level: No Break/Subtotal

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 28, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 17**

TITLE: Board Expenses for 1st Quarter of Fiscal Year 2020 (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, FAST Team Coach

Recommendation

Information only.

Previous Board Action

None

Background

Please see attached the Board of Directors Quarterly Travel and Training Expenditure Report for the 1st quarter of Fiscal Year 2020.

BOARD OF DIRECTORS
QUARTERLY TRAVEL AND TRAINING EXPENDITURE REPORT
1ST QTR, FISCAL YEAR 2020

Board Members	Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Beginning Balance	Y-T-D Expense	Balance Available
FERNANDEZ, MANNY								
TOTAL		0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HANDLEY, TOM	CASA Conference Registration Airfare - Annual CASA Conference	595.00 325.96						
TOTAL		920.96	0.00	0.00	0.00	5000.00	920.96	4079.04
HARRISON, JENNIFER								
TOTAL		0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
KITE, PAT	Online Anti-Discrimination and Harassment Training	55.00						
TOTAL		55.00	0.00	0.00	0.00	5000.00	55.00	4945.00
LATHI, ANJALI								
TOTAL		0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
GRAND TOTAL		975.96	0.00	0.00	0.00	25000.00	975.96	24024.04

The Board of Directors' Quarterly Expenditure Report is attached as part of the check register in accordance with Board Member Business Expense policy adopted September 5, 1991



Summary of the EBDA Commission Meeting
Thursday, September 19, 2019, at 9:30 a.m.
Prepared by: P. Eldredge

- Commissioners Mendall, Handley, Johnson, and Walters were present. Commissioner Cutter was absent.
- Commissioner Johnson moved to approve the Commission Meeting Minutes of August 15, 2019, List of Disbursements for August 2019, and the Treasurer's Report. The motion was seconded by Commissioner Mendall and carried 3-0 (Mendall, Johnson, Walters; ayes, one absent, Handley; abstention).
- The Commission unanimously approved the reports from the Managers Advisory, Ad Hoc, Financial Management, Regulatory Affairs, and Operations & Maintenance. The following items were discussed:
- **General Managers Report** - The General Manager (GM) gave record of her attendance at the San Francisco Bay Regional Water Quality Control Board meeting, where she represented BACWA on an invited panel providing feedback to the State on the Governor's Water Resilience Portfolio initiative. The GM advocated for permit streamlining and additional funding for water recycling and shoreline resilience projects. The GM also reported on EBDA's submission of a support letter on behalf of Valley Water, formerly Santa Clara Valley Water District, who is seeking federal grants to further research on treatment of reverse osmosis concentrate. The project would include collaborative research with Oro Loma and EBDA at the Horizontal Levee demonstration site. Lastly, the GM updated the Commission on microplastics and reported on EBDA's continued engagement on the issue of microplastics in wastewater. A Fact Sheet will be included in next month's agenda.
- **Manager's Advisory Committee** met with the GM on September 12, 2019. The GM requested to combine the MAC and Ad Hoc reports.
- **Ad Hoc Committee** met with the GM on September 18, 2019. The GM reported that the MAC and Ad Hoc are working on revisions to a JPA draft delivered on September 6th; termination language continues to be discussed. There was discussion amongst the Commission as to whether termination language is necessary to conclude the JPA renewal. The GM reported the next draft will be delivered at the end of the month, with additional discussion continuing until the October 8th JPA Commission Workshop. The Commission recommended EBDA and the Agencies be prepared for a renewal and/or an extension in preparation for all possible outcomes at the October Workshop.
- **Financial Management Committee** met with the GM on September 16, 2019, and reviewed the August List of Disbursements and Treasurer's Report. The GM discussed the recent migration of Alameda County customers to East Bay Community Energy's electrical service, noting the Committee's recommendation to move EBDA's facilities onto the 100% carbon-free, 40% renewable Brilliant 100 Plan; there was no objection from the Commission. The GM explained the annual CERBT fund

statement. For Fiscal Year 18/19, EBDA finished under-budget, and the Committee recommends approval of using the carryover funds towards funding the pension and OPEB liabilities. Additional details on the carryover funds and pension and OPEB liabilities will be presented next month. The Committee also recommends approval of the Pension Policy.

- **Regulatory Affairs Committee** met with the GM on September 18, 2019. The GM reviewed the NPDES Status Report, referencing tables showing compliance for CBOD, TSS and bacteria limits, noting construction at Oro Loma as the cause for their increase in TSS, which is still well within regulatory compliance. The GM reviewed the toxicity update report referencing one test sample that did not meet the acute toxicity survival rate minimum. Further testing concluded that the low survival rate was due to the amount of ammonia present during the test. EBDA remains in compliance due to the provision that toxicity shall not constitute a violation as long as levels of ammonia are within regulatory limits. The GM also reviewed a possible new State Water Board toxicity provision that, if adopted, would mandate effluent limits for chronic toxicity; this would be a change from the current effluent limits which are currently only for acute toxicity, with triggers for chronic toxicity. This provision would also change the method in which testing is conducted. If these changes are adopted, they would go into effect for EBDA at the next permit renewal in the year 2022.
- **Operations and Maintenance (O&M) Committee** – The Operations and Maintenance Committee met on September 17, 2019, and discussed the status of EBDA facilities. The Operations and Maintenance Manager provided an update on current projects. The HEPS MCC Project now has the majority of the station running on the new system, with the remainder to follow next week; the projected finish date of the project is late next month. The valve replacement project at OLEPS has started. EBDA’s electrical engineer has reviewed available back-up power from OLSD and determined that there is sufficient power to supply OLEPS in the event of a power failure. With the approval of the Commission, EBDA will begin installation of an underground connection to OLEPS prior to paving associated with Oro Loma’s construction project. New lighting at OLEPS and Skywest have been installed, the Sump Pump Control Panel Upgrade at MDF has been completed, and paving issues affecting drainage at a manhole on the forcemain have been resolved. The new SCADA system continues to be up and running, and three new radios were installed at HEPS, OLEPS, and the Operations Center as part of the Communication System Upgrade. The Commission also received an update on special projects including the Transport System Reliability Plan and the Facilities Electrical Evaluation. The GM reported the Disaster Recovery Plan has been received, and training for the agencies will take place early next year. The GM gave an update on the AQPI Project; EBDA has a draft of the agreement in hand and the document is undergoing legal review. The GM hopes to bring a final agreement forward this November.
- **Resolution Adopting the Authority’s Pension Funding Policy**

Commissioner Handley moved to adopt the resolution adopting the Authority’s Pension Funding Policy. The motion was seconded by Commissioner Mendall and carried unanimously, 4-0.

Ayes: Commissioners Mendall, Handley, Johnson, and Chair Walters
Noes: None
Absent: Commissioner Cutter
Abstain: None

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172586	10/10/2019	110	9620	SYNAGRO WEST LLC	AUGUST 2019 BIOSOLIDS DISPOSAL	\$75,209.42	\$75,209.42
172543	10/10/2019	113	904159330	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$569.24	\$32,559.73
	10/10/2019	110	904165246		3780 GALS HYDROGEN PEROXIDE	\$20,120.47	
	10/10/2019	110	904165275		2230 GALS HYDROGEN PEROXIDE	\$11,870.02	
172552	10/10/2019	143	6486	KBL ASSOCIATES	FACTORY WITNESS TESTING	\$32,250.00	\$32,250.00
172611	10/17/2019	170	190498	FLO-LINE TECHNOLOGY INC	RECLAIM PUMP 2 & 3 NEW PUMPS	\$31,601.53	\$31,601.53
172644	10/17/2019		533620190923	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - SEPT 2019	\$26,730.24	\$26,730.24
172535	10/10/2019	143	180473	CAROLLO ENGINEERS	CHERRY ST. PS	\$2,236.25	\$21,541.88
	10/10/2019	143	180450		NEWARK EQUALIZATION STORAGE FACILITIES	\$16,044.12	
	10/10/2019	143	180447		ALVARADO INFLUENT PS PUMPS AND VFDS	\$3,261.51	
172643	10/17/2019	110	964310	UNIVAR SOLUTIONS	4800 GALS SODIUM HYPOCHLORITE	\$3,467.40	\$20,949.23
	10/17/2019	110	963796		4899.5 GALS SODIUM HYPOCHLORITE	\$3,539.27	
	10/17/2019	110	964483		4800.9 GALS SODIUM HYPOCHLORITE	\$3,468.05	
	10/17/2019	110	963901		4900 GALS SODIUM HYPOCHLORITE	\$3,539.64	
	10/17/2019	110	963648		4799.2 GALS SODIUM HYPOCHLORITE	\$3,466.82	
	10/17/2019	110	963915		4800.9 GALS SODIUM HYPOCHLORITE	\$3,468.05	

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172556	10/10/2019	173	11502260	KRONOS INC	KRONOS CLOUD HOSTING FEE	\$13,800.00	\$20,772.38
	10/10/2019	173	11502254		KRONOS ANNUAL SUPPORT	\$6,972.38	
172612	10/17/2019	150	16061	FONG & FONG PRINTERS & LITHO	POSTAGE FOR NEWSLETTER	\$17,894.33	\$17,894.33
172581	10/10/2019	122	4078405	SC FUELS	5,924 GALS UNLEADED REGULAR GASOLINE	\$17,734.29	\$17,734.29
172538	10/10/2019	121	3463.1	COMMERCIALTRANSPORTATION SVCS	COMMERICAL DRIVERS TRAINING- ROLLINS,HOGUE,MARTINEZ	\$15,655.00	\$15,655.00
172555	10/10/2019	110	9017648525	KEMIRA WATER SOLUTIONS INC	43,940 LBS FERROUS CHLORIDE	\$6,950.78	\$14,193.07
	10/10/2019	110	9017648058		45,780 LBS FERROUS CHLORIDE	\$7,242.29	
172647	10/17/2019	171	4067840	WESTERN ENERGY SYSTEMS	SERVICE: ENGINE 2 GENERATOR	\$6,000.00	\$13,362.90
	10/17/2019	170	4067320		2 COUPLERS	\$7,362.90	
172557	10/10/2019	143	6500101	LEE & RO INC	CALCIUM THIOSULFATE CHEMICAL TANK	\$11,705.70	\$11,705.70
172645	10/17/2019	170	45954	VALLEY OIL COMPANY	585 GALS MOBIL PEGASUS 805 BULK	\$10,895.38	\$10,895.38
172558	10/10/2019		37432220191001	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - OCT 2019	\$8,686.36	\$8,686.36
172567	10/10/2019	121	1495	PACIFIC SEWER MAINTENANCE	HIGH PRESSURE WATER JET CUTTING AND DEBRI REMOVAL	\$8,000.00	\$8,000.00
172634	10/17/2019	134	117712	R-2 ENGINEERING INC	PUMP PARTS	\$7,849.65	\$7,849.65
172648	10/17/2019	143	167665	WOODARD & CURRAN INC	OLD ALAMEDA CREEK ROWB	\$7,679.25	\$7,679.25
172621	10/17/2019	110	9017648992	KEMIRA WATER SOLUTIONS INC	46,880 LBS FERROUS CHLORIDE	\$7,351.61	\$7,351.61

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172520	10/10/2019	170	190802683	AIRTECH MECHANICAL INC	AUG 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	\$7,016.00
	10/10/2019	170	190902700		SEMI-ANNUAL PREVENTITIVE MAINT BOYCE PS	\$286.00	
	10/10/2019	123	190602684		HVAC QUARTERLY MAINT BLDGS 70, 82, 83	\$1,646.25	
	10/10/2019	170	190702682		JULY 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	
	10/10/2019	123	190802631		SERVICE CALL: BLDG 82 MENS RESTROOM EXHAUST FAN	\$415.00	
	10/10/2019	170	190602702		HVAC QUARTERLY MAINT	\$1,008.75	
	10/10/2019	170	190602681		JUNE 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	
	10/10/2019	170	190502680		MAY 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	
172589	10/10/2019	110	962762	UNIVAR SOLUTIONS	4801.2 GALS SODIUM HYPOCHLORITE	\$3,468.26	\$6,936.02
	10/10/2019	110	963203		4800.5 GALS SODIUM HYPOCHLORITE	\$3,467.76	
172632	10/17/2019		3526	PIER2 MARKETING LLC	DISTRICT BRANDING INITIATIVE	\$6,000.00	\$6,000.00
172545	10/10/2019	173	310216	CITY OF FREMONT	SACGISA	\$5,955.13	\$5,955.13
172541	10/10/2019	113	1188261	ENTHALPY ANALYTICAL LLC	8 LAB SAMPLE ANALYSIS	\$115.00	\$5,890.00
	10/10/2019	113	1188449		6 LAB SAMPLE ANALYSIS	\$535.00	
	10/10/2019	113	1187669		15 LAB SAMPLE ANALYSIS	\$585.00	
	10/10/2019	113	1188378		61 LAB SAMPLE ANALYSIS	\$2,325.00	
	10/10/2019	113	1188447		9 LAB SAMPLE ANALYSIS	\$530.00	
	10/10/2019	113	1188569		66 LAB SAMPLE ANALYSIS	\$1,525.00	
	10/10/2019	113	1188467		24 LAB SAMPLE ANALYSIS	\$275.00	

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172570	10/10/2019	110	1387980	POLYDYNE INC	42,640 LBS CLARIFLOC WE-539	\$5,812.24	\$5,812.24
172526	10/10/2019		13623375	AT&T	SERV: 8/13/19 - 9/12/19	\$747.80	\$5,287.39
	10/10/2019		13648072		SERV: 08/20/19 - 09/19/19	\$218.56	
	10/10/2019		13623377		SERV: 8/13/19 - 9/12/19	\$42.82	
	10/10/2019		13648048		SERV: 08/20/19 - 09/19/19	\$21.22	
	10/10/2019		13623379		SERV: 8/13/19 - 9/12/19	\$87.36	
	10/10/2019		13648050		SERV: 08/20/19 - 09/19/19	\$4,103.76	
	10/10/2019		13623378		SERV: 8/13/19 - 9/12/19	\$65.87	
172565	10/10/2019	122	47004	OWEN EQUIPMENT SALES	1 CYCLONE WELDMEN	\$5,268.37	\$5,268.37
172522	10/10/2019	120	4107393120191001	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 09/30/19-MTR HYD 16435270	\$526.33	\$5,041.42
	10/10/2019	120	4107393420191001		SERV TO: 09/30/19-MTR HYD 15952331	\$526.33	
	10/10/2019	120	4109778420191001		SERV TO: 09/30/19-MTR HYD B15141194	\$1,273.14	
	10/10/2019	120	4107393520191001		SERV TO: 09/30/19-MTR HYD 16435269	\$526.33	
	10/10/2019	120	4107361120191001		SERV TO: 09/30/19-MTR HYD 15001101	\$588.20	
	10/10/2019	120	4107393020191001		SERV TO: 09/30/19-MTR HYD 15141193	\$526.33	
	10/10/2019	120	4107361320191001		SERV TO: 09/30/19-MTR HYD 16320037	\$535.17	
	10/10/2019	120	4109778620191001		SERV TO: 09/30/19-MTR HYD B15064108	\$539.59	
172573	10/10/2019	170	16190	RAMOS OIL COMPANY INC	550 GALS COOLANT	\$5,115.28	\$4,842.15
	10/10/2019	170	16256		CREDIT: INV 16190 - 2 TOTE DEPOSITS	\$-273.13	

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172568	10/10/2019	130	81912706	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,288.36	\$4,288.36
172587	10/10/2019		9911	TESLA INC	REFUND # 22387	\$4,125.00	\$4,125.00
172595	10/17/2019	170	190902701	AIRTECH MECHANICAL INC	EMERGENCY REPAIRS: BLDG 90 HVAC	\$4,061.42	\$4,061.42
172602	10/17/2019	143	11353269	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$3,867.64	\$3,867.64
172546	10/10/2019	132	21019	FUTURE INDUSTRIAL TECHNOLOGIES	ERGONOMICS TRAINING	\$3,428.54	\$3,428.54
172562	10/10/2019	141	9190000257	NBS	SEWER SERVICE CHARGE DATA SERV OCT - DEC 2019	\$3,275.55	\$3,275.55
172574	10/10/2019	120	916003974826	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - OCT 2019	\$2,690.21	\$2,690.21
172635	10/17/2019	170	16226	RAMOS OIL COMPANY INC	275 GALS COOLANT	\$2,557.64	\$2,557.64
172591	10/10/2019	170	989253	VALLEY OIL COMPANY	200 GALS DYED DIESEL	\$638.17	\$2,507.23
	10/10/2019	134	45767		BULK OIL	\$1,869.06	
172524	10/10/2019		10052	APIC THE GLOBE LLC	REFUND # 22401	\$2,500.00	\$2,500.00
172613	10/17/2019	111	17001100011586	GE DIGITAL LLC	IFIX FUNDAMENTALS TRNG - W. COGGINS 7/2018	\$2,495.00	\$2,495.00
172521	10/10/2019	143	20191009	ALAMEDA COUNTY TREASURER	FILING FEE - CEQA NOTICE OF DETERMINATION - STANDBY PC	\$2,404.75	\$2,404.75
172563	10/10/2019	170	113461	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - SEPT 2019	\$2,305.00	\$2,305.00
172579	10/10/2019	110	19091634	S&S TRUCKING	GRIT HAULING 09/10/2019	\$802.34	\$2,279.71
	10/10/2019	110	19091816		GRIT HAULING 09/12 & 09/16/2019	\$1,477.37	
172561	10/10/2019	121	207594	NAYLOR STEEL INC	SUPPLIES/MATERIALS FOR PERIMETER WALL	\$2,141.95	\$2,141.95
172608	10/17/2019	143	3293929	DAILY JOURNAL CORPORATION	CALCIUM THIOSULFATE CHEMICAL TANK	\$397.50	\$2,013.66
	10/17/2019	143	3291539		PRIMARY DIGESTER NO. 7	\$1,616.16	

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172627	10/17/2019	123	675213	MISSION CLAY PRODUCTS LLC	6 CLAY COUPLINGS	\$777.18	\$1,845.18
	10/17/2019	123	740101		8 CLAY COUPLINGS	\$1,068.00	
172599	10/17/2019	143	91965	BEECHER ENGINEERING	ALVARADO INFLUENT PS PUMPS AND VFDS	\$1,800.00	\$1,800.00
172626	10/17/2019		18233629	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$780.21	\$1,712.53
	10/17/2019		18585631		ASTD PARTS & MATERIALS	\$55.10	
	10/17/2019	173	18340796		16 EA LONG-LIFE LARGE-CELL BATTERIES	\$877.22	
172583	10/10/2019	134	730046563701	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAK ROOM SUPPLIES	\$102.74	\$1,632.15
	10/10/2019		730049158001		JANITORIAL & BREAK ROOM SUPPLIES	\$835.95	
	10/10/2019	134	730074101101		JANITORIAL & BREAK ROOM SUPPLIES	\$308.92	
	10/10/2019	134	730058970001		JANITORIAL & BREAK ROOM SUPPLIES	\$384.54	
172551	10/10/2019	170	712123	KAMAN INDUSTRIAL TECHNOLOGIES	TRANSFER PUMP 1 NEW MOTOR	\$1,553.14	\$1,553.14
172560	10/10/2019	122	20190926	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - SEPT 2019	\$1,542.27	\$1,542.27
172578	10/10/2019		10396	ROOTER HERO	REFUND # 22408	\$500.00	\$1,500.00
	10/10/2019		10357		REFUND # 22400	\$500.00	
	10/10/2019		10369		REFUND # 22397	\$500.00	
172553	10/10/2019	113	37025183	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 09/15/19	\$1,381.60	\$1,381.60
172592	10/10/2019	121	44291	WECO INDUSTRIES LLC	CAMERA REPAIRS AND PARTS	\$720.22	\$1,350.57
	10/10/2019	121	44290		CAMERA REPAIRS AND PARTS	\$478.93	
	10/10/2019	121	44271		CAMERA REPAIRS AND PARTS	\$151.42	

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172576	10/10/2019	141	54307418	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-RAMACCIOTTI, J. WK ENDING 09/13/19	\$1,312.00	\$1,312.00
172637	10/17/2019	141	54356191	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-RAMACCIOTTI, J. WK ENDING 09/20/19	\$1,312.00	\$1,312.00
172585	10/10/2019	170	257696100	STEVEN ENGINEERING INC	PHOENIX CONTROLS FOR CERLIC INDICATOR	\$1,272.53	\$1,272.53
172636	10/17/2019		282426	RF MACDONALD CO	1 POLYMER BLENDING PUMP	\$1,268.45	\$1,268.45
172628	10/17/2019	171	1984408	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - OCT 2019	\$1,245.43	\$1,245.43
172610	10/17/2019		20191010	PAUL ELDREDGE	EXP & TRAVEL REIMB: CASA LODGING/PER DIEM/TRANSPORT/	\$1,196.96	\$1,196.96
172619	10/17/2019	122	1690	IN-USE SOLUTIONS INC	OPACITY TESTING - 15 VEHICLES	\$1,175.00	\$1,175.00
172536	10/10/2019	170	3202159	CH BULL COMPANY	1 - 33" LOWER MAST	\$1,142.76	\$1,142.76
172542	10/10/2019	173	93703181	ESRI INC	ARCGIS ONLINE USERS LICENSES	\$1,119.11	\$1,119.11
172620	10/17/2019	113	38031609	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 09/22/19	\$1,105.28	\$1,105.28
172518	10/10/2019	172	9093211476	AIRGAS NCN	ASTD PARTS & MATERIALS	\$48.11	\$1,082.98
	10/10/2019	170	9093258832		3 CYL ARGON	\$555.41	
	10/10/2019	122	9093112228		ASTD PARTS & MATERIALS	\$479.46	
172607	10/17/2019	170	20190925	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,052.73	\$1,052.73
172547	10/10/2019		9283505650	GRAINGER INC	ASTD PARTS & MATERIALS	\$182.81	\$1,046.23
	10/10/2019	171	9283952878		ASTD PARTS & MATERIALS	\$88.24	
	10/10/2019		9281013954		ASTD PARTS & MATERIALS	\$557.00	
	10/10/2019		9281165671		ASTD PARTS & MATERIALS	\$218.18	
172525	10/10/2019	170	688723	A-PRO PEST CONTROL INC	SEPTEMBER PEST CONTROL	\$1,005.00	\$1,005.00

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172641	10/17/2019	170	257696102	STEVEN ENGINEERING INC	PHOENIX CONTROLS FOR CERLIC INDICATOR	\$298.43	\$965.22
	10/17/2019	170	257696101		PHOENIX CONTROLS FOR CERLIC INDICATOR	\$666.79	
172622	10/17/2019	132	20191014.2	KATHLEEN KING	EXP REIMB: NEO GOV CONF EXPS - RIDE SHARE/LODGING/PEF	\$681.65	\$943.62
	10/17/2019	132	20191014.1		EXP REIMB: ASTD CONFERENCE REGIS, MILEAGE, LODGING F	\$261.97	
172604	10/17/2019	113	602937	CALTEST ANALYTICAL LABORATORY	14 LAB SAMPLE ANALYSIS	\$935.75	\$935.75
172606	10/17/2019	170	21698350	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$864.67	\$864.67
172527	10/10/2019		621458	AUTOMATION PRODUCTS GROUP	LEVEL TRANSMITTER	\$826.14	\$826.14
172600	10/17/2019	143	14013230	BLAISDELL'S	TASK CHAIR	\$593.02	\$822.20
	10/17/2019	120	14169580C		CREDIT 1 BINDER	\$-29.19	
	10/17/2019	144	14183810		ASTD OFFICE SUPPLIES	\$258.37	
172639	10/17/2019	110	19092308	S&S TRUCKING	GRIT HAULING 09/19/2019	\$779.58	\$779.58
172616	10/17/2019	170	9287604962	GRAINGER INC	4 EA ASTD FORK TERMINALS	\$62.95	\$776.79
	10/17/2019		9287412077		18 SANDING DISCS	\$179.19	
	10/17/2019		9288477335		22 SANDING DISCS	\$218.99	
	10/17/2019	170	9287604970		1 EA MOTOR	\$177.80	
	10/17/2019		9287412069		ASTD PARTS & MATERIALS	\$137.86	
172528	10/10/2019	136	2522229458	BANK OF NEW YORK	AUG 2019 SERVICE FEES	\$751.49	\$751.49
172584	10/10/2019	121	5024863	STATEWIDE TRAFFIC SAFETY& SIGN	2 BATTERIES FOR RADAR SPEED SIGN	\$736.67	\$736.67

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172597	10/17/2019		1102240781	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$378.54	\$735.47
	10/17/2019		1102240790		UNIFORM LAUNDERING SERVICE	\$356.93	
172571	10/10/2019	113	2019054	QUALITY ASSURANCE SOLUTIONS	LABORATORY CONSULTING	\$731.25	\$731.25
172646	10/17/2019		9839122092	VERIZON WIRELESS	WIRELESS SERV 09/02/19-10/01/19 & (6) IPADS	\$724.68	\$724.68
172523	10/10/2019		1102237435	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$360.43	\$724.56
	10/10/2019	122	1102237451		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
	10/10/2019		1102237428		UNIFORM LAUNDERING & RUGS	\$316.55	
172540	10/10/2019	173	449609	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - AUG 2019	\$716.90	\$716.90
172633	10/17/2019	123	1881885001	R&B COMPANY	2 MAXADAPTOR COUPLINGS	\$208.53	\$705.70
	10/17/2019	123	1881120001		3 PVC SEWER WYES	\$497.17	
172577	10/10/2019	170	144549	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$690.75	\$690.75
172530	10/10/2019	110	14149030	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$98.75	\$690.42
	10/10/2019	120	14169580		ASTD OFFICE SUPPLIES	\$393.07	
	10/10/2019	170	14149200		1 BX HANGTUFF FOLDERS	\$43.65	
	10/10/2019	110	14173640		ASTD OFFICE SUPPLIES	\$154.95	
172559	10/10/2019	170	17394386	MCMASTER SUPPLY INC	1 COMPRESSED AIR FILTER	\$271.86	\$648.67
	10/10/2019	122	17912775		ASTD PARTS & MATERIALS	\$287.34	
	10/10/2019	120	16463615		21 ASTD COUPLINGS	\$89.47	
172548	10/10/2019	160	20191008	TOM HANDLEY	EXP REIMB: CASA CONF - SAN DIEGO 8/20 - 8/23/19	\$645.32	\$645.32

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172533	10/10/2019	113	602606	CALTEST ANALYTICAL LABORATORY	1 LAB SAMPLE ANALYSIS	\$46.31	\$633.11
	10/10/2019	113	602654		5 LAB SAMPLE ANALYSIS	\$586.80	
172531	10/10/2019	143	11353049	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$614.95	\$614.95
172605	10/17/2019	173	4030291733	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$300.50	\$601.00
	10/17/2019	173	4030291979		MTHLY MAINTENANCE BASED ON USE	\$300.50	
172534	10/10/2019	170	21697971	CARBOLINE COMPANY	6 GAL CARBOMASTIC 15 FC RED M500	\$596.33	\$596.33
172549	10/10/2019	170	3N9555	HARRINGTON INDUSTRIAL PLASTICS	ASTD FITTINGS	\$467.55	\$559.16
	10/10/2019		3N9623		ASTD PVC FITTINGS	\$91.61	
172539	10/10/2019	143	3291540	DAILY JOURNAL CORPORATION	PRIMARY DIGESTER NO. 7	\$547.50	\$547.50
172529	10/10/2019	110	20191009	JEFFREY BARTON	EXP REIMB: NEW REFRIG FOR T&D	\$501.53	\$501.53
172537	10/10/2019		10392	CHALLENGE ROOTER	REFUND # 22396	\$500.00	\$500.00
172564	10/10/2019		10387	ONE DAY COMPLETE REPIPE	REFUND # 22399	\$500.00	\$500.00
172569	10/10/2019		9991	DUY PHAM	REFUND # 22395	\$500.00	\$500.00
172582	10/10/2019		10426	MOHAMMAD SHAIQ	REFUND # 22398	\$500.00	\$500.00
172642	10/17/2019	134	20354156	TELEDYNE ISCO INC	SAMPLING EQUIPMENT	\$485.10	\$485.10
172601	10/17/2019	130	20191010	LAURIE BRENNER	EXP REIMB: FAST TEAM QUARTERLY RECOGNITION	\$482.56	\$482.56
172594	10/10/2019	130	20191009	SHARON WEST	RETIREMENT GIFT - 30 YEARS OF SERVICE	\$450.00	\$450.00
172519	10/10/2019	134	33797	AIRSCENT INTERNATIONAL	28 GAL DRUM ODOR COUNTERACTANT	\$439.29	\$439.29
172617	10/17/2019	123	2054964	HANSON AGGREGATES INC	5.05 TONS 1/2 MAX HMA TYPE A-R	\$421.98	\$421.98

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172638	10/17/2019	120	20191015	JOSE RODRIGUES JR	EXP REIMB: AIRFARE, PER DIEM - CASSE MTG	\$416.46	\$416.46
172609	10/17/2019	110	1417099	DEPARTMENT OF GENERAL SERVICES	SERV: AUG 2019 PLANT	\$410.59	\$410.59
172624	10/17/2019	122	1274	MAKAI SOLUTIONS	ANNUAL SAFETY LIFT INSPECTION	\$370.00	\$370.00
172566	10/10/2019	110	224720190930	PACIFIC GAS AND ELECTRIC	SERV TO 09/23/19 CS TRAINING TRAILER	\$28.49	\$327.29
	10/10/2019	170	380420191002		SERV TO 10/1/19 CHERRY ST PS	\$248.57	
	10/10/2019	170	096020191002		SERV TO 10/01/19 CATHODIC PROJECT	\$50.23	
172550	10/10/2019		603587555	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$308.02	\$308.02
172629	10/17/2019	170	38558	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS	\$300.08	\$300.08
172580	10/10/2019	170	85340220190923	SAN FRANCISCO WATER DEPT	SERVICE 08/22/2019 - 09/19/2019	\$279.32	\$279.32
172614	10/17/2019	120	2803926701	GLACIER ICE COMPANY INC	162 7-LB BAGS OF ICE	\$277.36	\$277.36
172532	10/10/2019	143	B0059	STATE OF CALIFORNIA	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$271.01	\$271.01
172593	10/10/2019	173	6031258	WEST SAFETY SERVICES INC	E911 CLOUD SERVICE	\$250.00	\$250.00
172615	10/17/2019	122	1841088750	GOODYEAR COMM TIRE & SERV CTRS	DISPOSAL OF 38 TIRES	\$233.00	\$233.00
172598	10/17/2019		6579	BAY AREA BARRICADE SERVICE INC	4 MARKING PAINT	\$197.34	\$197.34
172623	10/17/2019	170	349048	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$185.21	\$185.21
172618	10/17/2019		603596425	HILLYARD/SAN FRANCISCO	2 CASES PAPER PLATES	\$184.86	\$184.86
172572	10/10/2019	122	20270	R & S ERECTION OF S ALAMEDA	SERVICE: PM SERVICE ON ALL GATES	\$171.25	\$171.25
172554	10/10/2019	170	62600000177345	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$167.41	\$167.41
172575	10/10/2019	170	385559	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$160.51	\$160.51

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172640	10/17/2019	141	20190930	SPOK INC	OCTOBER 2019 PAGER SERVICE	\$139.45	\$139.45
172625	10/17/2019		4726634	MALLORY SAFETY AND SUPPLY LLC	3 DOZEN G-TEK GLOVES	\$136.34	\$136.34
172631	10/17/2019	122	207826	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$107.96	\$107.96
172596	10/17/2019	170	4047286120191003	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 10/02/19 - PASEO PADRE	\$58.85	\$58.85
172590	10/10/2019	136	98XW53379	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 09/14/19	\$58.63	\$58.63
172588	10/10/2019	141	418678	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 09/04/19	\$42.00	\$42.00
172630	10/17/2019		24069049	MOTION INDUSTRIES INC	3 V-BELTS	\$37.71	\$37.71
172544	10/10/2019	143	674419324	FEDERAL EXPRESS CORPORATION	HEADWORKS 3RD BAR SCREEN	\$35.99	\$35.99
172603	10/17/2019		1783818	BUREAU VERITAS/ANALYSTS INC	1 LAB SAMPLE ANALYSIS	\$24.15	\$24.15

Invoices:

Credit Memos :	2	-302.32
\$0 - \$1,000 :	132	51,790.14
\$1,000 - \$10,000 :	64	214,167.06
\$10,000 - \$100,000 :	13	301,510.50
Over \$100,000 :	0	
Total:	211	567,165.38

Checks:

\$0 - \$1,000 :	62	28,899.15
\$1,000 - \$10,000 :	54	175,211.15
\$10,000 - \$100,000 :	15	363,055.08
Over \$100,000 :		
Total:	131	567,165.38