BOARD MEETING AGENDA
Monday, May 13, 2013
Regular Meeting - 7:00 P.M.

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Motion 4. Minutes of the April 22, 2013 Board Meeting
Motion approving the Minutes of April 22, 2013 as submitted.

5. Written Communications

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

Presentation 7. Recognizing Collection System Worker II Jose Rodrigues for Receiving the Collection System Person of the Year Award.

Motion 8. Scheduling Public Hearings to: 1) Adopt Sewer Service Charge Ordinance No. 31.36, 2) Establish Sewer Service Charges for Fiscal Year 2014, 2015, and 2016; and 3) Set and Collect Sewer Service charges for Fiscal Year 2014 on the Tax Roll (to be reviewed by the Budget & Finance Committee).

Motion 9. Scheduling Public Hearing to: 1) Establish Capacity Fees of Ordinance No. 35.20, and 2) Adopt Capacity Fees for Fiscal Year 2014 (to be reviewed by the Budget & Finance Committee).

Motion 10. Scheduling Public Hearing to Receive Public Comments on Proposed Rate Increase for 2014, 2015, and 2016 (to be reviewed by the Budget & Finance Committee).

Motion 11. Resolution No. 2705, Acceptance of One Sanitary Sewer Easement for Hampton Inn Located Near the Intersection of Alvarado Niles Road and Union Landing in the City of Union City (to be reviewed by the Legal/Community Affairs Committee).

Motion 12. Reviewing and Approving Policy No. 3060, Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors (to be reviewed by the Personnel Committee).

Motion 13. Resolution No. 2707, Accepting the Construction of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV from W. R. Forde Associates and Authorizing the Attorney for the District to Record a Notice of Completion (to be reviewed by the Construction Committee).

Motion 14. Authorizing the General Manager to Execute Task Order No. 3 with West Yost Associates to Provide Design Support Services During Construction of the I-680 At Sabercat Road Sanitary Sewer Relocation Project (to be reviewed by the Construction Committee).

Motion 15. Authorizing the General Manager to Execute an Agreement and Task Order No. 1 with Brown and Caldwell to Provide Construction Management Services for the I-680 at Sabercat Road Sanitary Sewer Relocation Project (to be reviewed by the Construction Committee).

Motion 16. Resolution No. 2706, Acceptance of the Assignment of Four Sanitary Sewer Easements from the City of Fremont for the Kato Road Grade Separation Project, Located at Kato Road Between Milmont Drive and Warm Springs Drive in the City of Fremont (to be reviewed by the Legal/Community Affairs Committee).

Late Addition 24. Authorizing Staff to Execute a Purchase Order with Andritz Separation Inc. for the Upgrade of the Centrifuge Controls Equipment (to be reviewed by the Construction Committee).

INFORMATION ITEMS

17. Awarding Certificates of Merit to Union Sanitary District's Class I Permitted Industries (to be reviewed by the Legal/Community Affairs Committee).

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18. Report on April 2013 CASA Conference. (to be reviewed by the Legislative Committee).

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19. Check Register.

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20. Committee Meeting Reports *(No Board action is taken at Committee meetings):*
    - Legal/Community Affairs Committee, Tuesday, May 7, 2013 at 5:00 p.m.
    - Budget & Finance Committee, Wednesday, May 8, 2013 at 5:00 p.m.
    - Construction Committee, Thursday, May 9, 2013 at 4:00 p.m.
    - Personnel Committee, Friday, May 10, 2013 at 3:30 p.m.
    - Legislative Committee, Friday, May 10, 2013 at 4:00 p.m.

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21. General Manager's Report *(information on recent issues of interest to the Board).*

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22. Other Business:
    - Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
    - Scheduling matters for future consideration.

Adjourn

23. The Board will adjourn to the next Regular Board Meeting on Tuesday, May 28, 2013 at 7:00 p.m. in the Boardroom.

    Note: The Regular Board Meeting usually held on the 4th Monday has been rescheduled to the 4th Tuesday, May 28, 2013 due to the USD Holiday on Monday, May 27, 2013.

The Public is welcome to provide oral comments at Regular and Special Board meetings. Whenever possible, we request that written statements be provided to the District at least one working day prior to the meeting. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Oral Communications" is scheduled. Oral Communications is limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards are available in the Boardroom and should be completed prior to discussion of the agenda item and handed to the Clerk. The facilities at the District Offices are wheelchair accessible. Any attendee requiring other special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least one working day ahead of the meeting.

THE PUBLIC IS WELCOME TO ATTEND.

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

NOTICE OF COMMITTEE MEETING

All meetings will be held in the General Manager's Office

BOARD MEETING
May 13, 2013

Committee Membership:

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

Legal/Community Affairs Committee, Tuesday, May 7, 2013 at 5:00 p.m.

11. Resolution No. 2705, Acceptance of One Sanitary Sewer Easement for Hampton Inn Located Near the Intersection of Alvarado Niles Road and Union Landing in the City of Union City
16. Resolution No. 2706, Acceptance of the Assignment of Four Sanitary Sewer Easements from the City of Fremont for the Kato Road Grade Separation Project, Located at Kato Road Between Milmont Drive and Warm Springs Drive in the City of Fremont
17. Awarding Certificates of Merit to Union Sanitary District's Class I Permitted Industries

Budget & Finance Committee, Wednesday, May 8, 2013 at 5:00 p.m.

8. Scheduling Public Hearings to: 1) Adopt Sewer Service Charge Ordinance No. 31.36, 2) Establish Sewer Service Charges for Fiscal Year 2014, 2015, and 2016; and 3) Set and Collect Sewer Service charges for Fiscal Year 2014 on the Tax Roll
9. Scheduling Public Hearing to: 1) Establish Capacity Fees of Ordinance No. 35.20, and 2) Adopt Capacity Fees for Fiscal Year 2014
10. Scheduling Public Hearing to Receive Public Comments on Proposed Rate Increase for 2014, 2015, and 2016

Construction Committee, Thursday, May 9, 2013 at 4:00 p.m.

13. Resolution No. 2707, Accepting the Construction of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV from W. R. Forde Associates and Authorizing the Attorney for the District to Record a Notice of Completion.
14. Authorizing the General Manager to Execute Task Order No. 3 with West Yost Associates to Provide Design Support Services During Construction of the I-680 At Sabercat Road Sanitary Sewer Relocation Project
15. Authorizing the General Manager to Execute an Agreement and Task Order No. 1 with Brown and Caldwell to Provide Construction Management Services for the I-680 at Sabercat Road Sanitary Sewer Relocation Project
24. Authorizing Staff to Execute a Purchase Order with Andritz Separation Inc. for the Upgrade of the Centrifuge Controls Equipment

Personnel Committee, Friday, May 10, 2013 at 3:30 p.m.

12. Reviewing and Approving Policy No. 3060, Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors

Legislative Committee, Friday, May 10, 2013 at 4:00 p.m.

18. Report on April, 2013 CASA Conference.

Committee meetings may include teleconference participation by one or more Directors (Gov. Code Section 11123).

Committee meetings are open to the public; however, only written comments from the public will be considered. No Board action will be taken.

MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 22, 2013

1. CALL TO ORDER

President Kite called the Board to Order at 7:01 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

ABSENT: None.

STAFF: Richard Currie, General Manager/District Engineer
Judi Berzon, Human Resources Administrator (arrived 7:04 p.m.)
Richard Cortes, Business Services Manager
Kathy Destafney, Business Services Coach
Sami Ghossain, Capital Improvements Projects Coach
Jesse Gill, Technical Support & Customer Services Manager
Dave Livingston, Treatment & Disposal Services Manager
Andy Morrison, Collection Services Manager
David O'Hara, Legal Counsel
Richard Scobee, Sr. GIS/Database Administrator
Maria Scott, Principal Financial Analyst
Robert Simonich, Fabrication, Maintenance & Construction Manager
Tom Graves, Assistant to the General Manager/Board Secretary

CONSULTANTS: William H. McInerney, Jr., Legal Counsel
Glenn Berkheimer, IEDA Professional Staff

VISITORS: None

4. APPROVAL OF THE MINUTES OF APRIL 8, 2013

Action On a motion made by Director Toy and seconded by Director Handley, the Minutes of the Board of Directors Meeting of April 8, 2013 were approved. The motion carried unanimously.

5. WRITTEN COMMUNICATIONS

There were no official written communications.

6. ORAL COMMUNICATIONS

There were no oral communications.

7. MONTHLY OPERATIONS REPORT FOR MARCH, 2013.

GM Summary

Rich Currie reported that there was one odor complaint for the month, but it related to a storm drain, and not to the District. There were no accidents during the month, as well. The District's Experience Modification Factor (X-Mod) is increasing to 0.95 for FY14. There were again no spills for the month of March, bring the number of months in a row to 10 for no spills. Hours worked have risen from 34.07 to 34.5, and sick leave has declined to under 57 now.

Financials

Maria Scott presented the financial report. The Board had no questions.

8. APPROVING THE PUBLICLY AVAILABLE PAY SCHEDULE

The Publicly Available Pay Schedule has been updated to include the most recent salary survey data for Unclassified Employees.

Action On a motion made by Director Toy and seconded by Director Fernandez, the Board approved the Publicly Available Pay Schedule. The motion carried unanimously.

9. APPROVING CHANGES TO POLICY NO. 3060 – LETTERS TO THE MEDIA

Rich Currie reported that this item was brought back to the board from the March meeting, at which time the Board asked that endorsement of candidates for political office be made an exception to the policy for Board members. This policy as presented now creates an exception that does not require prior Board approval for Board members wishing to endorse candidates for public office or ballot measures, as long as the endorsement is limited to the individual Board member and not the Board or the District as a whole.

Director Fernandez moved approval and Director Toy seconded. Director Lathi expressed concerns about correspondence with other elected officials, and using the title "Director" in that capacity. Directors Handley and Kite agreed that the change in this policy, as outlined by Director Lathi, would be appropriate. Directors Fernandez and Toy withdrew the motion, and asked that the policy be amended to include this situation. Mr. Currie asked Director Lathi to assist in drafting the language, and she agreed to do so.

10. REVIEWING AND APPROVING CHANGES TO POLICY NO. 3100 – PUBLIC INPUT AT BOARD AND COMMITTEE MEETINGS

GM Rich Currie said there were very few changes to this item. One small change is a distinguishment between "Regular" and "Special" board meetings, and clarified the total time allotment for public input on agenda items.

Action On a motion made by Director Handley and seconded by Director Toy, the Board approved Policy 3100. The motion carried unanimously.

11. RESOLUTION NO. 2703, INITIAL RESOLUTION FOR ANNEXATION NO. U-290, CREEKSIDE LANDING, LOCATED IN THE NORTHWEST QUADRANT OF INTERSTATE I-880 AND DIXON LANDING ROAD

Legal Counsel Dave O'Hara polled Boardmembers on areas of possible conflicts of interest. All Boardmembers answered that they had no conflicts of interest in the annexation.

Jesse Gill reported that the annexation is within the District's sphere of influence and existing sewers are available that will be extended to serve the annexation. The District has the necessary capacity in its existing system to provide service to the proposed development and there would be no adverse impact on the ratepayers by the proposed annexation.

Action On a motion made by Director Handley and seconded by Director Toy, the Board approved Policy 3100. The motion carried unanimously.

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12. AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 3 WITH CAROLLO ENGINEERS FOR PROVIDING ENGINEERING SERVICES DURING CONSTRUCTION OF THE COGENERATION PROJECT

The construction contract will require the new engine generator system to be commissioned by June 13, 2014 and overall project substantial completion by September 11, 2014. The submittals for the new engine generator system and its components are expected to be very complicated and will require more time to review than would a typical submittal. Additionally, there will be a significant number of submittals associated with the new metal building construction including all of the interior systems such as ventilation, lighting, bridge crane, and electrical. The Task Order's total not-to-exceed amount of $475,677 is 4.5% of the construction contract amount. Staff believes this is a fair amount and percentage for a project of this scope and size.

Action On a motion made by Director Lathi and seconded by Director Toy, the Board authorized the General Manager to execute Task Order No. 3 with Carollo Engineers for providing engineering services during construction of the Cogeneration Project. The motion carried unanimously.

13. APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH ENFOTECH & CONSULTING, INC. FOR IMPLEMENTATION OF AN ENVIRONMENTAL COMPLIANCE MANAGEMENT SYSTEM

Sr. GIS/Database Coordinator Richard Scobee stated that the FY'12 IS R&R budget included funds through FY13 for implementation of an Environmental Compliance Management System (ECMS) in order to replace the existing FileMaker Pro 5 database system. On May 14, 2012, the Board awarded the Professional Services Agreement in the amount of $161,313 to enfoTech & Consulting, Inc. to implement iPACS, a commercial off the shelf (COTS) solution. During the course of reviewing the iPACS implementation design, a number of needed enhancements were identified. Change Order #1 will modify the agreement with enfoTech to include the implementation of the specified iPACS Enhancements by the amount of $34,350, from $161,313 to a not-to-exceed amount of $195,663.

Action On a motion made by Director Toy and seconded by Director Lathi, the Board approved Change Order No. 1 to the Agreement with enfoTech & Consulting, Inc. for implementation of an Environmental Compliance Management System. The motion carried unanimously.

14. AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH WEST YOST AND ASSOCIATES FOR THE DESIGN OF PHASE 1 OF THE NEWARK BACKYARD SANITARY SEWER RELOCATION PROJECT

Jesse Gill stated that On July 13, 2012, the General Manager executed the Agreement and Task Order No. 1 with West Yost and Associates for the Preliminary Design and Evaluation of the Newark Backyard Sanitary Sewer Relocation Project. Task Order No. 1 provided for the development of a preliminary layout of the new sewers within public streets, the evaluation of construction methods for installing new laterals from the backyard to the front of the house, and total project construction cost estimates.

West Yost and Associates has submitted a scope of work for Task Order No. 2, which staff has reviewed and deemed appropriate. The cost proposal comes to $76,352, which is about 15.2% of the construction cost estimate. Typically, the design costs for a project of this size vary between 10-12%. However, since this project includes a significant public outreach effort, which accounts for 5.6% of the construction cost estimate, this cost proposal is appropriate for this project. Further, the scope of work for Task Order No. 2 includes project management, design, and bid support services.

Director Fernandez asked the distance horizontal drilling could be used. Mr. Gill replied that it is typically a maximum of about 1,000 feet, but that in this case, drilling wouldn't encompass more than 100 feet, and there is no problem with the grade for this project.

Director Kite inquired if there had been any inquiries from residents, and Mr. Gill said we had received none to date. He did state that residents would be contacted soon, since this project will required that access to properties and backyards will be necessary.

Action On a motion made by Director Fernandez and seconded by Director Lathi, the Board authorized the General Manager to Execute Task Order No. 2 with West Yost and Associates for the design of Phase 1 of the Newark Backyard Sanitary Sewer Relocation Project. The motion carried unanimously.

15. RESOLUTION NO. 2704, ACCEPTING THE CONSTRUCTION OF THE THICKENER NOS. 3 AND 4 REHABILITATION PROJECT FROM ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION.

Jesse Gill reported that staff issued the Notice to Proceed to Anderson Pacific Engineering Construction, Inc. on December 27, 2011 with a scheduled completion date of April 30, 2013. Anderson Pacific Engineering Construction, Inc. substantially completed all contract work on March 29, 2013. The Covello Group provided construction management and general inspection services for the project.

The Contractor has currently not completed all work on the Punch List and has some administrative requirements remaining. If these items are not completed by the time Notice of Completion is filed, staff will withhold 125% of the value of the work until completion. One Change Order for additional paving remains to be executed. The initial estimate for this final Change Order is $3,500. The total change orders for this project result in an overall credit of $36,220 to the District.

The District has assumed beneficial use of the Project.

Action On a motion made by Director Handley and seconded by Director Fernandez, the Board accepted the Thickener Nos. 3 and 4 Rehabilitation Project from Anderson Pacific Engineering Construction, Inc. and authorized the Attorney for the District to record a Notice of Completion at the Alameda County Recorder's Office. The motion carried unanimously.

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26. AWARDING THE CONSTRUCTION CONTRACT FOR THE I-680 AT SABERCAT ROAD SANITARY SEWER RELOCATION PROJECT TO RANGER PIPELINES, INC.

Note: This item was taken out of agenda order.

Jesse Gill said the purpose of the Project is to replace the existing 12-inch diameter sewer crossing under Interstate 680 at Sabercat Road. The existing sewer crossing is 852 feet in length and crosses the Hayward Fault near the shoulder of southbound I-680. At that location, the pipeline has experienced severe offset joints due to the lateral movement associated with fault creep. Further lateral movement will critically compromise the pipe joints, potentially allowing the erosion of soils outside the pipe.

Bay Pacific Pipelines (BPP) was the apparent low bidder with a total base bid amount of $1,579,490. Staff reviewed the bid and found it to be non-responsive. Section 00470 required bidders to acknowledge five (5) insurance requirements. BPP failed to include two (2) of those acknowledgements. In addition, BPP's bid did not appear to meet the contractor experience requirements as specified in the bid documents. After consulting with legal counsel, staff notified BPP on April 4, 2013, of its intent to reject their bid. On April 11, 2013, BPP protested the District's position and contended, among other matters, that their bid was indeed responsive, and requested a hearing to discuss the experience qualifications. Staff responded on April 15, 2013, addressing their protest, maintaining the District's position that the bid was non-responsive, and advising that the bid rejection is based on non-responsiveness rather than non-responsibility, and therefore a hearing is not warranted.

Steve P. Rados (SPR) was the second-lowest bidder with a total base bid amount of $1,800,240. Staff reviewed the bid and found it also to be non-responsive. Section 00420 required bidders to provide the average of their Worker's Compensation Experience Modification Rate (EMR or X-mod) for the last three complete years. SPR's average is 1.14, which exceeds the maximum allowable limit of 1.1. After consulting with legal counsel, staff notified SPR on April 12, 2013, of its intent to reject their bid based on their failure to meet the minimum safety requirement. On April 15, 2013, SPR notified staff that it had accepted the District's position and communicated its intention not to pursue the matter further.

Ranger Pipelines (RP) was the third-lowest bidder with a total base bid amount of $1,804,245. Staff reviewed the bid and found it to be responsive and responsible, with no irregularities. RP's bid is 7.25% above the Engineer's Estimate of $1,682,260. Given the project's complexity and extensive requirements, the close nature of most of the bid results reflects a competitive bidding environment. No further bid protests were received by the District and RP has confirmed that they will construct the project as bid.

26. AWARDING THE CONSTRUCTION CONTRACT FOR THE I-680 AT SABERCAT ROAD SANITARY SEWER RELOCATION PROJECT TO RANGER PIPELINES, INC. (continued)

Ranger Pipelines is a General Engineering Class A licensed contractor who has constructed numerous projects in the San Francisco Bay Area, including the Quito Basin #7 Sanitary Sewer Rehabilitation Project for West Valley Sanitation District, the Walnut Creek Sewer Renovations Phase 7 Project for Central Contra Costa Sanitary District, and the Victoria Canal Conveyance Pipeline Project for Contra Costa Water District. RP has also completed a number of successful projects for the District such as the Dairy Ave. Corridor Sewer Replacement, Wells Ave. Sewer Replacement, and the Peachtree Avenue Corridor Sanitary Sewer Replacement - Reach B Projects. Staff has checked references and received satisfactory responses.

Director Toy asked if the District had worked with Ranger before, and Mr. Gill said that we had, and that Ranger has a good reputation.

Action On a motion made by Director Toy and seconded by Director Fernandez, the Board rejected the two lowest bidders and awarded the Construction Contract for the I-680 at Sabercat Road Sanitary Sewer Relocation Project to Ranger Pipelines, Inc. in the amount of $1,804,245. The motion carried unanimously.

INFORMATION ITEMS

16. THIRD QUARTERLY REPORT ON CAPITAL IMPROVEMENT PROGRAM FOR FY 13

Jesse Gill made the presentation, stating that the total CIP expenditure up to March 31, 2013 was below the projections for the third quarter by $ 1,515,000. He reviewed the variances project by project. There were no questions from the board.

17. STATUS OF PRIORITY I PROJECTS

There are eleven Priority 1 CIP Projects currently ongoing for FY13. All eleven are either nearing completion or on schedule, with exception of the Boyce road project, which is nearing completion. Mr. Gill commended CIP Coach Sami Ghossain and his team. The Board had no questions.

18. CAL-CARD QUARTERLY ACTIVITY REPORT

Rich Cortes reviewed the report with the Board. There were no questions.

19. BOARD OF DIRECTORS QUARTERLY EXPENDITURES, 3RD QUARTER FY13

There were very few expenditures to review, and the Board had no questions.

20. CHECK REGISTER

The Board reviewed the Check Register. There were no questions.

21. REPORT ON EBDA COMMISSION MEETING OF APRIL 18, 2013

Director Lathi reported on the meeting.

Director Kite asked about the circumstances surrounding the River Watch legal cases. GM Currie gave a brief general background update.

22. COMMITTEE MEETING REPORTS:

The following committees met: Construction, Legal/Community Affairs, Personnel and Budget & Finance.

23. GENERAL MANAGER'S REPORT

The Deputy General Manager recruitment will close on Monday, April 29th. There are 8 applicants to date.

There has been one inquiry about the Proposition 218 Notice to Ratepayers. Our Press Release was also published in the Fremont Patch, and there have been several comments to it online.

We had a very successful earth Day event at Washington Hospital. Many board members came by the booth, and there was a lot of interest from the public.

GM Currie will be at the CASA conference the rest of the week. Rich Cortes will be Acting General Manager at the May 13th board meeting, while Mr. Currie addresses the League of Women Voters' meeting at the Fremont Congregational Church that night.

Rich Currie asked Rich Cortes to update the Board on possible PERS rate increases. PERS is beginning to look at rates and assumptions, and will be making a number of recommendations for changes. It appears that rates will increase significantly starting in 2015, but by how much and when isn't known at this time.

24. RECESS

The Board recessed at 8:03 p.m., and reconvened at 8:10 p.m. The Board was unable to proceed with Item 25, Approving the General Manager's Employment Contract, due to a technical issue with the iPads. While paper materials were being printed, the Board took up Item 27.

27. OTHER BUSINESS:

This item was taken out of agenda order.

Director Lathi asked about Board interview dates for Deputy General Manager. Mr. Currie said that dates will be set with the Board as soon as possible.

28. ADJOURNMENT #1

This item was taken out of agenda order.

At 8:15 p.m., the Board adjourned to a Closed Session to discuss contract negotiations with SEIU Local 1021 (Calif. Code Section 54957.6).

The Board reconvened in Open Session at 9:00 p.m.

25. APPROVING THE GENERAL MANAGER'S EMPLOYMENT CONTRACT

This item was taken out of agenda order.

Action On a motion made by Director Lathi and seconded by Director Fernandez, the Board approved changes to the General Manager's Employment contract, increasing his compensation to $228,547.22, to be consistent with the GM survey average and recognizing the GM for his excellent work, and acknowledging that his salary has been below the survey average for several years. The salary adjustment will be retroactive to January 1, 2013. The Board asked the General Manager to schedule discussion of the GM retiree medical benefit later this year and did not change the benefit. The GM's contribution to PERS retirement will be increased by 1.5% of his salary. The motion carried unanimously.

28. ADJOURNMENT #2

The Board then adjourned to the next Regular Board Meeting on May 13, 2013 at 7:00 p.m. in the Boardroom.

SUBMITTED:

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TOM GRAVES
SECRETARY TO THE BOARD

ATTEST:

_____
MANNY FERNANDEZ
SECRETARY

APPROVED:

_____
PAT KITE
PRESIDENT

Adopted this 13th day of May, 2013.

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 7, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Andy Morrison, Collections Services Manager

SUBJECT: Agenda Item No. 7 - Meeting of May 13, 2013
RECOGNIZING COLLECTION SYSTEM WORKER II JOSE RODRIGUES FOR RECEIVING THE COLLECTION SYSTEM PERSON OF THE YEAR AWARD

Recommendation

Acknowledge Jose Rodrigues' achievement.

Background

Jose started his employment with the District as a Collection System Worker on October 13, 2003 and is currently functioning in that capacity. In January, Jose received the Collection System Person of the year award from the CWEA San Francisco Bay Section, automatically qualifying him for the state competition. In April, Jose won the State competition. He is the first District employee to win this award.

The competition is based on accomplishments and contributions to the industry. Jose's accomplishments include helping to develop and construct an overflow technical training station at the District's Training Facility, and presenting technical training to USD employees and outside agencies.

He contributes as a subject matter expert to the District's award-winning training program, helping to develop tools for measuring competencies and instructing classes. He has also presented workshops at CWEA conferences and other industry events.

Please join me in congratulating Jose Rodrigues for receiving this award.

RBC/sam
cc:

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

DATE: May 3, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 8 - Meeting of May 13, 2013
SCHEDULING PUBLIC HEARINGS TO: 1) ADOPT SEWER SERVICE CHARGE ORDINANCE NO. 31.36, 2) ESTABLISH SEWER SERVICE CHARGES FOR FISCAL YEAR 2014, 2015, AND 2016; AND 3) SET AND COLLECT SEWER SERVICE CHARGES FOR FISCAL YEAR 2014 ON THE TAX ROLL

Recommendation:

Set the time for holding the public hearing to adopt Ordinance 31.36, establish Sewer Service Charges for fiscal year 2014, 2015, and 2016, and to set the same charges on the tax roll for the fiscal year 2014, at 7:00 p.m. on June 24, 2013, in the Boardroom at 5072 Benson Road, Union City, California.

Background:

On April 18, 2013, a notice complying with Proposition 218 was sent to all property owners notifying them of a proposed 5.7% per year rate increase for the next three years. This is the first year of the three-year increase referenced in the Proposition 218 notice.

The attached Notice of the time and place of the hearing will be published in the Argus newspaper on June 1 and June 8, 2013.

5072 Benson Road Union City, CA 94587-2508
P.O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

UNION SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and Safety Code of the State of California and Union Sanitary District Ordinance No. 31, the Board of Directors of Union Sanitary District will consider adoption of Ordinance No. 31.36 which establishes Sewer Service Charges for the Fiscal Year ending June 30, 2014. The District has elected to collect its charges for sewer services on the tax roll, in the same manner as general taxes.

NOTICE IS FURTHER GIVEN that on Monday, the 24th day of June 2013, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said proposed rates and to collect charges for sewer services on the tax roll, in the same manner as general taxes.

By order of the Board of Directors of Union Sanitary District.

UNION SANITARY DISTRICT

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Secretary
Board of Directors

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

DATE: May 3, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 9 - Meeting of May 13, 2013
SCHEDULING PUBLIC HEARING TO : 1) ESTABLISH CAPACITY FEES OF ORDINANCE NO. 35.20, AND 2) ADOPT CAPACITY FEES FOR FISCAL YEAR 2014

Recommendation

Set the time for holding the public hearing to adopt and establish Ordinance No. 35.20, Capacity Fees, for the Fiscal Year ending June 30, 2014, at 7:00 p.m. on June 24, 2013, in the Boardroom at 5072 Benson Road, Union City.

The attached Notice of the time and place of the hearing will be published in the Argus newspaper on June 1 and June 8, 2013.

Background

Union Sanitary District's Ordinance No. 35.19, the current connection fee ordinance, was adopted by the Board of Directors on June 25, 2012. Based on the Capacity Fee Study completed in 2010 and several subsequent Board Workshops, a revised Capacity Fee Ordinance is proposed for Fiscal Year 2014. The single family dwelling fee will be increased by 10% to $5,329.20. Commercial and industrial fees will also increase 10%.

Attachment

5072 Benson Road, Union City, CA 94587-2508
P.O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

UNION SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and safety Code of the State of California and Union Sanitary District Ordinance No. 35, the Board of Directors of Union Sanitary District will consider adopting and establishing the Capacity Fee Ordinance No. 35.20. Ordinance 35.20 would set the Capacity Fees for the Fiscal Year ending June 30, 2014. Copies of the proposed Ordinance 35.20 are available for review at the office of the Union Sanitary District, 5072 Benson Road, Union City, California.

NOTICE IS FURTHER GIVEN that on Monday, the 24th day of June 2013, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said proposed Ordinance 35.20.

By order of the Board of Directors of Union Sanitary District.

UNION SANITARY DISTRICT

_____

Secretary
Board of Directors

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

DATE: May 3, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rich Cortes, Business Services Manager
Maria Scott, Principal Financial Analyst

SUBJECT: Agenda Item No. 10 - Meeting of May 13, 2013
SCHEDULING PUBLIC HEARING TO RECEIVE COMMENTS ON PROPOSED SEWER SERVICE CHARGE RATE INCREASE FOR 2014, 2015, 2016

Recommendation:

Set the time for holding the public hearing to receive public comments on proposed sewer service charge rate increase, based on Proposition 218 notice which was mailed to property owners on April 18th, 2013. The public hearing will take place June 10th, 2013, at 7:00 p.m., in the Boardroom at 5072 Benson Road, Union City, California.

Background:

On April 18, 2013, a notice complying with Proposition 218 was sent to all property owners notifying them of a proposed 5.7% per year rate increase for the next three years. This is the first year of the three-year increase referenced in the Proposition 218 notice.

This hearing is to receive public comments prior to formal adoption of the rates on June 24, 2014. The attached Notice of the time and place of the hearing will be published in the Argus newspaper on May 13 and May 20, 2013.

5072 Benson Road, Union City, CA 94587-2508
P.O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

UNION SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and Safety Code of the State of California and Union Sanitary District Ordinance No. 31, the Board of Directors of Union Sanitary District will hear public comments regarding the proposed sewer service charge rate increase for Fiscal Years ending June 30, 2014, 2015, and 2016. On April 18, 2013 a notice complying with Proposition 218 was sent to all property owners notifiying them of the proposed rate increase and public hearing.

NOTICE IS FURTHER GIVEN that on Monday, the 10th day of June 2013, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all comments and objections to said proposed rates.

By order of the Board of Directors of Union Sanitary District.

UNION SANITARY DISTRICT

_____

Secretary
Board of Directors

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

DATE: May 1, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Rollie Arbolante, Customer Service Team Coach
Al D. Bunyi, Associate Engineer

SUBJECT: Agenda Item No. 11 - Meeting of May 13, 2013
RESOLUTION NO. 2705, ACCEPTANCE OF ONE SANITARY SEWER EASEMENT FOR HAMPTON INN LOCATED NEAR THE INTERSECTION OF ALVARADO NILES ROAD AND UNION LANDING IN THE CITY OF UNION CITY

Recommendation

Accept the sanitary sewer easement by adoption of resolution.

Background

The Developer, Lotus Hotels, is constructing a new 90-room hotel at 31140 Alvarado Niles Road in Union City. The new hotel to be called Hampton Inn is adjacent to the Holiday Inn Express Hotel located on the same parcel. There is an existing 61 feet long 8-inch diameter private sanitary sewer main connected to a District manhole on Alvarado Niles Boulevard that serves the Holiday Inn Express and the Developer has proposed to connect the new Hampton Inn Hotel to this private sewer main. In order to comply with USD Ordinance 34, Article VII Section 5 that requires every building to be separately and independently connected to a main sewer, staff requested that the 8-inch private sewer main be granted to the District together with a 15-feet wide sewer easement for access and maintenance. This will ensure that each building has a separate building sewer connected to the District main in case of a future subdivision. The Developer is granting the sewer main together with the sanitary sewer easement at no cost to the District. The sanitary sewer main has been video inspected and was found to be in very satisfactory condition.

Staff has reviewed the legal description and plat map of the sewer easement and recommends approval. The sewer easement is 15 feet wide and approximately 46.50 feet long. A vicinity map is attached.

Attachments

RESOLUTION NO. 2705

ACCEPTANCE OF SANITARY SEWER EASEMENT FOR HAMPTON INN LOCATED IN CITY OF UNION CITY, CALIFORNIA

BE IT RESOLVED, by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement for sanitary sewer purposes from Lotus Hotels described by the legal description attached as Exhibit A and shown on the accompanying plat map. Legal Counsel for the District is hereby authorized to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on May 13, 2013:

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

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

Recording Requested By:
UNION SANITARY DISTRICT

When Recorded Mail To:
UNION SANITARY DISTRICT
P.O. Box 5050
Union City, CA 94587-2508

NO TAX DUE
EXEMPT TRANSFER

_____
Legal Counsel For
Union Sanitary District

Space above for Recorder's Use

APN 463-0060-53

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, is made this 22nd day of Oct, 2012, between Lotus Hotels – Union City, Inc., a California corporation ("**Grantor**") and Union Sanitary District, ("**Grantee**")

WITNESSETH

That Grantor, Lotus Hotels – Union City, Inc., in consideration of the benefits resulting to Grantor, and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, Union Sanitary District, its successors and assigns a perpetual and exclusive easement and right of way for the purpose of exercising within said easement (the "**Easement Area**") and rights of way any and all powers conferred upon said Grantee by law, including laying down, installing, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using for the transmission of wastewater, recycled water or related substances, a pipe or pipelines and all necessary and required appurtenances thereto, in, upon, under, along, over, through and across any part of that certain piece or parcel of land situated in the County of Alameda, State of California (the "**Property**" hereinafter), as is described as:

> Parcel 1 as shown on Parcel Map No. 9427 filed in the Office of the Recorder of the County of Alameda on December 6, 2011 in Book 318 of Parcel Maps at Page 64 and 65.

TOGETHER with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining, at any time, sanitary sewer valves, manholes and appurtenances along, upon, over, in above, through and across the Property; together with free ingress and egress to Grantee, its successors and assigns, agents, employees, workmen and contractors, along, upon, over, in, above, through and across said right of way.

TOGETHER with the right of access to said right of way from the nearest public street, over and across the adjoining property of Grantor, its successors, transferees, and assigns, by means of existing or future roads, lanes and driveway on said adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage or inconvenience to Grantor, for constructing, cleaning, repairing, replacement and maintaining said sewer valves, manholes, pipelines and appurtenances; and FURTHER PROVIDING free ingress and egress over the land immediately adjoining during the initial construction of said sewer.

"**Exclusive**", as used herein, means that only the Grantee shall have any easement rights in the Easement Area and that Grantor or Grantor's heirs, successors or assigns shall not grant, suffer or allow any use of the Easement Area granted herein for any other subsurface use, utility or otherwise, and that all Surface Uses (as defined hereinafter) and above-ground structures will be limited to those specified and allowed herein.

"**Easement Area**", as used herein, is specifically defined and set forth in Exhibit "A" attached hereto and incorporated by this reference.

"**Surface Uses**" is defined as the improvements made by Grantor in the Easement Area and within fifteen (15) feet of any part of the Easement Area. Grantor's Surface Uses are limited and restricted as follows:

1. In no instance will any structure be constructed within the Easement Area.

2. No structure requiring a foundation or footing may be placed within fifteen (15) feet of any part of the Easement Area unless, prior to the construction of any improvement requiring a footing or a foundation, Grantor first obtains the written opinion of a licensed professional engineer, specializing in geotechnical or soils engineering, establishing that the existence of the improvement within fifteen (15) feet of the Easement Area will cause insignificant or negligible loading on the sewer line or lines existing or then planned to be placed within the Easement Area.

3. In no event shall any of the soil with the Easement Area be disturbed (excluding normal landscaping by Grantor) nor shall there be any placement, stacking or storage of soils over the Easement Area during any operation undertaken by Grantor.

Grantor, and Grantor's heirs, successors or assigns, are allowed to make the following Surfaces Uses improvements in the Easement Area and within fifteen (15) feet of any part of the Easement Area (subject to the above specified restrictions and limitations), being (i) landscaping (with the exception of trees), (ii) walkways of common construction methods, and (iii) driveways of common construction methods. No other Surface Uses improvements in the Easement Area shall be made by Grantor unless made with the prior written consent of Grantee.

Grantee is not responsible for damage to Grantor's Surface Uses improvements located in the Easement Area which are damaged or destroyed in conjunction with Grantee's maintenance, repair or cleaning of the subject pipe or pipelines. Further, Grantee is not responsible for damage to Grantor's Surface Uses improvements as a result of lack of subjacent or lateral support,

subsidence, loss of soils around the pipe or sewer pipe lines or for any reason directly related to the normal use of the Easement Area by Grantee.

Grantor is responsible to Grantee for all reasonable loss, damage, liability, claim and expense directly caused by Grantor's improper installation, maintenance, removal or existence of improper improvements or facilities within the Easement Area; provided however that Grantor is not liable for losses, damages, liabilities and expenses which result solely from the negligence or willful act of any employee, agent or contractor of the Grantee.

Grantee, and Grantee's heirs, successors and assigns, shall forever have and hold all the above-specified and described easement and rights of way for the objects and purposes stated.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement which is effective on the date first written above.

(Execute in presence of notary public and attach notarization page.)

Lotus Hotels – Union City, Inc.

By: _____

Bhupen Amin

ACKNOWLEDGMENT

State of California
County of Contra Costa)

On October 22, 2012 before me, Erica O'Leary, notary public
(insert name and title of the officer)

personally appeared Bhupen Amin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

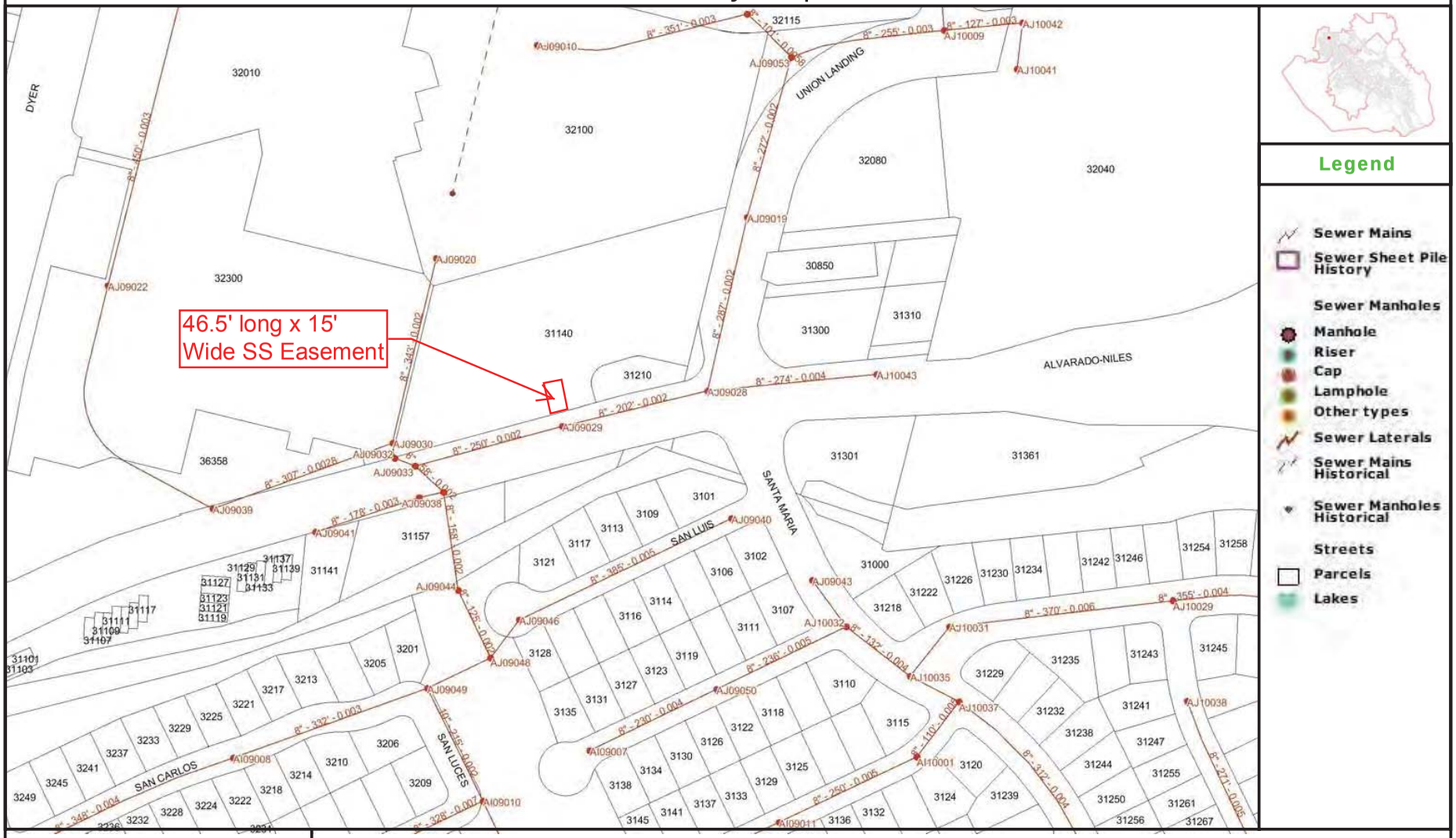
WITNESS my hand and official seal.

ERICA O'LEARY
COMM. # 1903565
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. SEP. 11, 2014

Signature Erica O'Leary (Seal)

Hampton Inn Sanitary Sewer Easement

Vicinity Map



0 150 300ft

Printed: 4/10/2013 2:53:52 PM

For USD use only

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

UNION SANITARY DISTRICT

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC SANITARY SEWER LINE EASEMENT

ALL that certain piece or parcel of land situate in the City of Union City, County of Alameda, State of California, described as follows:

ALL that portion of Parcel 1 as shown on Parcel Map No. 9427 filed in the Office of the Recorder of the County of Alameda on December 6, 2011 in Book 318 of Parcel Maps at Page 64 and 65, being more particularly described as follows:

AN EASEMENT 15.00 feet in width, lying 7.50 feet on each side of the following described center line:

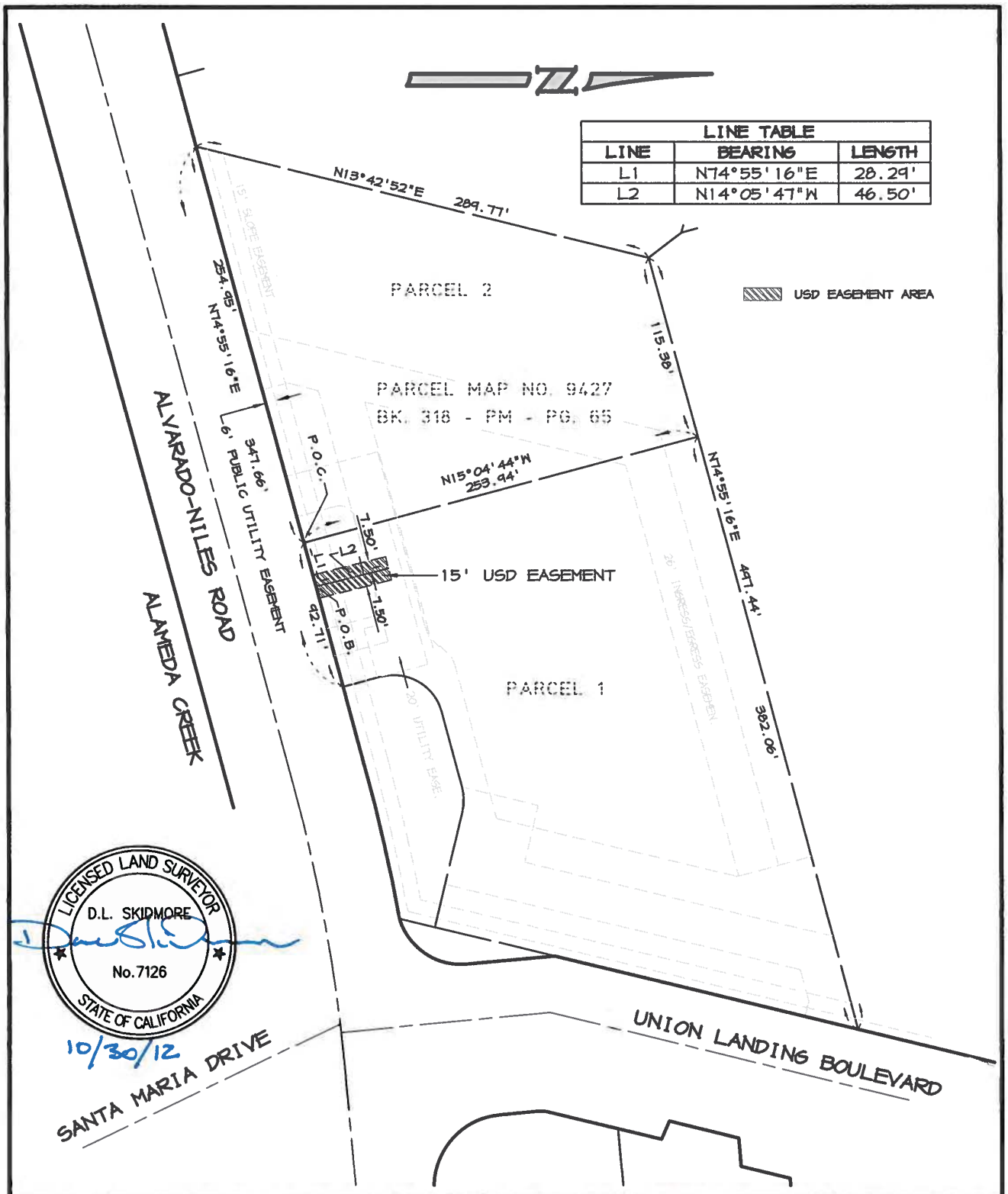
COMMENCING at the most Southerly corner common to Parcels 1 and 2 of said Parcel Map, said corner lies on the Northerly right of way line of Alvarado-Niles Road as same is shown on said map; thence North 74°55'16" East along the Northerly line of last said right of way line, a distance of 28.29 feet to the POINT OF BEGINNING of this center line description; thence North 14°05'47" West, a distance of 46.50 feet to the terminating point of this center line easement description.

THE sidelines of said 15.00 foot wide easement being extended or shortened to terminate at the Northerly right of way line of Alvarado-Niles Road and perpendicular to said terminating point of this center line easement description and to meet at all angle points.

SUBJECT to all easements and/or rights of way of record.

LICENSED LAND SURVEYOR
D.L. SKIDMORE
No. 7126
STATE OF CALIFORNIA

10/30/12



DRAWN:	DLS
DATE:	10/30/12
SCALE:	1"=80'
JOB #:	716A-12
DWG:	EXB

PLAT TO ACCOMPANY LEGAL DESCRIPTION

USD EASEMENT

UNION CITY CALIFORNIA

ASSOCIATED ENGINEERING GROUP
4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
General Manager/District Engineer

David M. O'Hara
Attorney

DATE: May 6, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No 12. - Meeting of May 13, 2013
REVIEW AND APPROVE POLICY #3060: COMMUNICATION WITH THE MEDIA AND PUBLICLY-ELECTED OFFICIALS BY MEMBERS OF THE BOARD OF DIRECTORS

Recommendation

Review the policy and proposed changes, provide additional recommendations for revisions and approve Board Policy #3060

Background

Board Policy 3060 addresses how individual Board members may communicate with the media depending on whether they are representing the Board of Directors or acting as an individual. The policy requires Board members to obtain approval from a majority of the Board when communicating a position as a representative of the Board.

Staff is proposing changes to the policy to reflect that much of today's correspondence is through electronic media. These changes are shown in red. A second revision includes a paragraph to address the endorsement of political candidates or ballot measures by members of the Board. This change is shown in blue. A third revision provides for use of the title "Boardmember" in correspondence with certain restrictions. This change is shown in green.

Staff recommends the Board adopt the changes shown on the attached policy and establish the next review for 2018.

Effective: ~~02/08~~ 05/2013	~~Letters to~~ Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors	Policy Number 3060 Page 1 of 2

Policy

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

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

Purpose

The Board ~~Recognizing~~ recognizes that individual Boardmembers are also members of the public and may want to express their own personal opinions on issues pertaining to USD, ~~with the right to~~ or correspond with ~~newspaper editors or reporters~~ media representatives or publicly-elected officials. The intent of this policy is to clarify the procedure for "individual" contact so that it is not mistaken as representing the view of the entire Board.

Definitions

Individual — refers to a Boardmember acting as a "individual," not as an official "District Representative."

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

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

Procedure

1. Letters, e-mails or other electronic correspondence, or other ~~formal~~ communications to the media or publicly-elected officials representing the Board of Directors, must be approved by a majority of the Board before being sent.

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

3. ~~Letters to~~ Correspondence with the media or publicly-elected officials written by an "Individual" should not ~~to~~ be signed as "Boardmember". If the title is used, it must be accompanied by the words "Title is used for identification purposes only".

4. As a courtesy to other Boardmembers, a Boardmember writing in his/her capacity as an individual, should let other Boardmembers know of the pending communication with the media or publicly-elected officials. In this way, other Boardmembers are aware of the action.

Management Responsibility

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

Supersedes Policy Dated: 7/91, 12/00, 02/08

Approved by:	Reviewed and Approved by Board ~~February 25, 2008~~, May 13, 2013
Reviewers:	Board of Directors, General Manager
Notify Person:	General Manager
Review Frequency:	Every 5 years
Next Review:	~~February 2013~~ May 2018

Effective: 05/2013	**Communication with the Media and Publicly-Elected Officials by Members of the Board of Directors**	Policy Number 3060 Page 1 of 2

Policy

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

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

Purpose

The Board recognizes that individual Boardmembers are also members of the public and may want to express their own personal opinions on issues pertaining to USD, or correspond with media representatives or publicly-elected officials. The intent of this policy is to clarify the procedure for "individual" contact so that it is not mistaken as representing the view of the entire Board.

Definitions

Individual — refers to a Boardmember acting as a "individual," not as an official "District Representative."

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

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

Procedure

1. Letters, e-mails or other electronic correspondence, or other communications to the media or publicly-elected officials representing the Board of Directors, must be approved by a majority of the Board before being sent.

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

3. Correspondence with the media or publicly-elected officials written by an "Individual" should not be signed as "Boardmember". If the title is used, it must be accompanied by the words "Title is used for identification purposes only".

4. As a courtesy to other Boardmembers, a Boardmember writing in his/her capacity as an individual, should let other Boardmembers know of the pending communication with the media or publicly-elected officials. In this way, other Boardmembers are aware of the action.

Management Responsibility

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

Supersedes Policy Dated: 7/91, 12/00, 02/08

Approved by:	Reviewed and Approved by Board May 13, 2013
Reviewers:	Board of Directors, General Manager
Notify Person:	General Manager
Review Frequency:	Every 5 years
Next Review:	May 2018

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 6, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, CIP Coach
Chris Elliott, Assistant Engineer

SUBJECT: Agenda Item No. 13 - Meeting of May 13, 2013
RESOLUTION NO. 2707, ACCEPTING THE CONSTRUCTION OF THE MISCELLANEOUS SANITARY SEWER SPOT REPAIRS PROJECT PHASE IV FROM W. R. FORDE ASSOCIATES AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION

Recommendation

Accept the construction of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV from W. R. Forde Associates by Resolution, and authorize the Attorney for the District to file a Notice of Completion with the Alameda County Recorder's Office.

Background

On July 23, 2012, the Board awarded a construction contract to W. R. Forde Associates for the construction of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV in the amount of $549,517. The purpose of the project was to repair pipelines with maintenance problems and structural defects such as breaks, cracks, sags, and offset joints.

The project included "open cut" repair or replacement of fourteen (14) defective pipelines, including eleven (11) sags totaling 1,208 linear feet, and offset joints, corrosion, cracks, or breaks at other locations. The spot repair sites were at various locations in the cities of Fremont and Union City (see attached map).

5072 Benson Road Union City, CA 94587-2508
P. O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

The project was designed in-house by USD staff, which completed the design in June, 2012.

Construction Contract

Staff issued the Notice to Proceed to W. R. Forde Associates on August 13, 2012. The 120-day project was scheduled to be complete on December 10, 2012. USD granted a time extension of 102 additional days to complete Change Order No. 1, and W. R. Forde Associates substantially completed the project on April 3, 2013. USD staff provided construction management services for the project, with support from The Covello Group.

Change Orders

The project includes four (4) Change Orders at a total cost of $73,012.44, which is approximately 13.29% of the original contract amount. All negotiations have been finalized and the Change Orders have been executed. A description of these Change Orders follows.

Change Order No. 1

Contract Change Order No. 1 is in the amount of $39,950.00 and is for adding two (2) additional repair sites to the original scope. The repairs were requested by the Collection Services Workgroup and are of similar nature to the projects scope of work. The first, on Canyon Heights Drive, repaired a 28-foot sag and raised and re-channeled a manhole base. The second, on Potel Terrace, repaired a 41-foot sag and offset joint. This Change Order included a 102-day time extension to facilitate the design, change order negotiations, and execution of the work.

Change Order No. 2

Contract Change Order No. 2 is in the amount of -$25,900.00 and is a credit for the reduced repair scope at Sites #9 and #11. At Site 9, the repair could not be completed as shown on the drawings due to a storm drain pipe that obstructed the repair. The storm drain pipe rested directly on the existing sanitary sewer pipe, and conflicted with the repair's proposed grade. At Site 11, it was determined that maintenance and removal of debris buildup greatly reduced the magnitude of the sag and that no further repair work was needed.

Change Order No. 3

Contract Change Order No. 3 is in the amount of $48,260.53 and is for replacing the lower end of seven (7) laterals located within the sag repair area, such that positive slope was restored. This unforeseen extra work was necessary because the lower end of these laterals apparently settled with the sewer main when the sag occurred.

Change Order No. 4

Contract Change Order No. 4 is in the amount of $10,701.91 and is full compensation for all extra work associated with various unforeseen conditions encountered at several repair sites. The contractor's extra work due to these issues was tracked on a time and material basis.

A summary of the above mentioned Change Orders is shown in Table 1:

Table 1
Change Order Summary

No.	Description	Amount
1	RFQ's #1 & #2 (Canyon Heights Dr. & Potel Terrace)	$39,950.00
2	Sites #9 & #11 Credits	-$25,900.00
3	Site #2 Laterals	$48,260.53
4	All Other T&M Work	$10,701.91
Change Order Total (Approx. 13.29% of Contract Amount)		**$73,012.44**

All punchlist work is completed, and the District has assumed beneficial use of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV.

Staff recommends that the Board of Directors accept the construction of the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV from W. R. Forde Associates by Resolution, and authorize the Attorney for the District to file a Notice of Completion with the Alameda County Recorder's Office.

RBC/JG/SG/CP;mp

Attachments: Resolution
Notice of Completion
Repair Sites Map

RESOLUTION NO. 2707

ACCEPT PROJECT FROM
W. R. FORDE ASSOCIATES
FOR
MISCELLANEOUS SANITARY SEWER SPOT REPAIRS PROJECT PHASE IV
IN THE CITIES OF FREMONT AND UNION CITY, CALIFORNIA

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV from W. R. Forde Associates, effective May 13, 2013.

Legal Counsel is hereby authorized to record a "Notice of Completion" for the project.

On motion duly made and seconded, this resolution was adopted by the following vote on May 13, 2013:

AYES: Fernandez, Kite, Lathi, Toy

NOES: None

ABSENT: Handley

ABSTAIN: None

_____
PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

_____
MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

RECORDED AT REQUEST OF,
AND WHEN RECORDED RETURN TO:

DAVID M. O'HARA
ATTORNEY AT LAW
975 CENTENNIAL DRIVE
BRENTWOOD, CA 94513

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on July 25, 2012, by said District and **W. R. Forde Associates**, 984 Hensley St., Richmond, CA 94801, Contractor for the Project, "**Miscellaneous Sanitary Sewer Spot Repairs Project Phase IV**," was substantially completed on April 3, 2013, and accepted by said District on May 13, 2013.

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

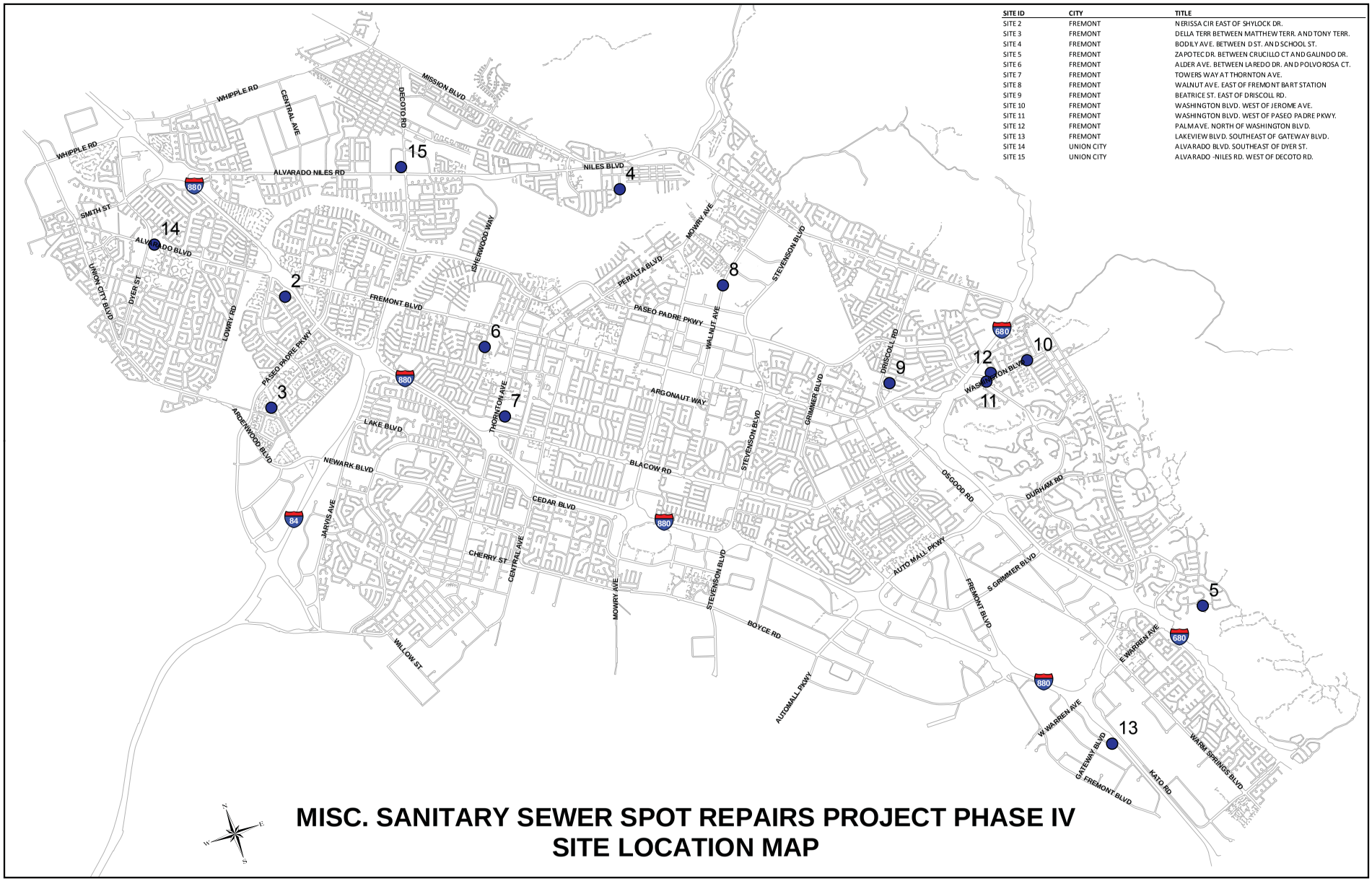
The estate or interest of the owner is: beneficiary of recorded public utility easements.

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

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

Executed on _____ at UNION CITY, CALIFORNIA.

_____
DAVID M. O'HARA, Agent of the
UNION SANITARY DISTRICT



SITE ID	CITY	TITLE
SITE 2	FREMONT	NERISSA CIR EAST OF SHYLOCK DR.
SITE 3	FREMONT	DELLA TERR BETWEEN MATTHEW TERR. AND TONY TERR.
SITE 4	FREMONT	BODILY AVE. BETWEEN D ST. AND SCHOOL ST.
SITE 5	FREMONT	ZAPOTEC DR. BETWEEN CRUCILLO CT AND GALINDO DR.
SITE 6	FREMONT	ALDER AVE. BETWEEN LAREDO DR. AND POLVOROSA CT.
SITE 7	FREMONT	TOWERS WAY AT THORNTON AVE.
SITE 8	FREMONT	WALNUT AVE. EAST OF FREMONT BART STATION
SITE 9	FREMONT	BEATRICE ST. EAST OF DRISCOLL RD.
SITE 10	FREMONT	WASHINGTON BLVD. WEST OF JEROME AVE.
SITE 11	FREMONT	WASHINGTON BLVD. WEST OF PASEO PADRE PKWY.
SITE 12	FREMONT	PALM AVE. NORTH OF WASHINGTON BLVD.
SITE 13	FREMONT	LAKEVIEW BLVD. SOUTHEAST OF GATEWAY BLVD.
SITE 14	UNION CITY	ALVARADO BLVD. SOUTHEAST OF DYER ST.
SITE 15	UNION CITY	ALVARADO -NILES RD. WEST OF DECOTO RD.

MISC. SANITARY SEWER SPOT REPAIRS PROJECT PHASE IV
SITE LOCATION MAP

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 6, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager / District Engineer
Jesse Gill, Work Group Manager
Sami Ghossain, CIP Coach
Chris Elliott, Assistant Engineer

SUBJECT: Agenda Item No.14 - Meeting of May 13, 2013
AUTHORIZING THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 3 WITH WEST YOST ASSOCIATES TO PROVIDE DESIGN SUPPORT SERVICES DURING CONSTRUCTION OF THE I-680 AT SABERCAT ROAD SANITARY SEWER RELOCATION PROJECT

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Recommendation

Authorize the General Manager to execute Task Order No. 3 with West Yost Associates for $44,685 to provide design support services during construction of the I-680 at Sabercat Rd. Sanitary Sewer Relocation Project (Project). Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

On March 28, 2011, the General Manager executed an Agreement and Task Order No. 1 to identifiy and evaluate alternatives for the Project design. On October 10, 2011, the General Manager executed Task Order No. 2 for the Project design, including permits acquisition and coordination, environmental compliance, geotechnical investigation, detailed design, and bid period services. Amendment No. 1 to Task Order No. 2 provided for additional work not included in the original Task Order. This work included geotechnical permitting, further geotechnical investigations, soil testing for lead contamination, and supplemental design work to accommodate a change of proposed tunneling methods.

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The design was completed and the Project was advertised on March 2, 2013, and March 12, 2013, and bids were opened on March 27, 2013. The Project was awarded to Ranger Pipelines, Inc., in the amount of $1,804,245, at the April 22, 2013, ~~USD~~ Board m~~M~~eeting.

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P. O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7501
www.unionsanitary.com

The purpose of the Project is to replace the existing 12-inch diameter sewer crossing under Interstate 680 at Sabercat Road. The existing sewer crossing is 852 feet in length and crosses the Hayward Fault near the shoulder of southbound I-680. At that location, the pipeline has experienced severe offset joints due to the lateral movement associated with fault creep. Further lateral movement will critically compromise the pipe joints, allowing the erosion of soils outside the pipe, and thus undermining the I-680 freeway.

The project consists of the construction of a new crossing, slightly north of the existing crossing, and includes 990 linear feet of 12-inch diameter sanitary sewer inside a 48-inch steel casing, which will be installed by a tunnel boring machine. The steel casing will help provide resistance to and protection from the lateral movement of fault creep. The project also includes construction of two (2) new manholes, and abandonment of 1,024 linear feet of 12-inch diameter sanitary sewer and three (3) manholes.

Task Order No. 3

West Yost Associates have submitted a scope of work for Task Order No. 3 which staff have reviewed and determined to be appropriate. The negotiated cost proposal is $44,685, which represents 2.5% of the construction contract. Typical fees for this kind of a project range between 2% and 3%.

The scope of work for Task Order No. 3 includes project management, submittal and RFI review, geotechnical support, and environmental support. A breakdown of the Task Order is as follows:

TASK	DESCRIPTION	AMOUNT
1	Design Services During Construction	$24,098
2	Geotechnical Support	$12,191
3	Environmental Support	$ 8,396
	TOTAL	**$44,685**

A summary of West Yost Associates' ~~task~~ Task ~~orders~~ Orders to the Agreement dated March 28, 2011, is as follows:

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TASK ORDER	DESCRIPTION	AMOUNT
1	Identification and Evaluation of Alternatives	$ 28,305
2	Project Design & Bid Period Services	$157,071
AMENDMENT 1	Additional Design Services	$ 23,246
3	Design Support Services during Construction	$ 44,685
	TOTAL	**$253,307**

Work under Task Order No. 3 will begin in May~~,~~ 2013, and the Project is expected to be completed by the end of October, 2013.

Staff recommends that the Board of Directors authorize the General Manager to execute Task Order No. 3 with West Yost Associates for $44,685 to provide design support services during construction of the I-680 at Sabercat Rd. Sanitary Sewer Relocation Project.

RBC/JS/SG/CE;mp

Attachments: Task Order No. 3
Project Location Map

I-680 AT SABERCAT ROAD
SANITARY SEWER REPLACMENT PROJECT

(USD Project No. 800-371)

TASK ORDER NO. 3
TO

AGREEMENT DATED MARCH 28, 2011
BETWEEN
UNION SANITARY DISTRICT
AND
WEST YOST ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

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1. PURPOSE

The purpose of Task Order No. 3 is to authorize the design services during construction for the Replacement of the Sewer Crossing at I-680 and Sabercat Road Project (Project). The project includes replacing the existing 12-inch diameter sewer crossing under I-680 at Sabercat Road. The existing I-680 crossing is 857 feet in length and crosses the Hayward Fault, near the shoulder of southbound I-680. Task Order No. 1 included an evaluation of three alternatives for the relocation or replacement of the existing crossing. Task Order No. 2 included detailed design.

Exhibit A delineates the location and limits of the Project.

2. SCOPE OF SERVICES

The task numbers in this Scope of Services relate directly to the costs presented in Item 4, Compensation, and the schedule presented in Item 5, Time of Completion. Deliverables to be received by Union Sanitary District (District) are described under each task item, where applicable. Optional tasks shown shall not be performed without authorization from the District.

TASK 1. DESIGN SERVICES DURING CONSTRUCTION

The purpose of this task is to provide the District with engineering support during construction and includes meetings, review of submittals and contractor requests for information (RFI), and assistance with change orders. District staff will update record drawings based on markups provided by the Contractor and reviewed by the Construction Manager.

Subtask 1.1—Conformed Plans and Specifications. Engineer will prepare conformed documents based on addenda. Deliver electronic files including AutoCAD, Word, and PDF files. District will print for distribution.

Subtask 1.2—Meetings. West Yost will attend the following meetings:

- Partnering and Pre-Construction: Attend partnering and pre-construction meetings.
- Progress Meetings: Attend up to four (4) progress meetings during construction as requested by the District to discuss construction progress, problems or issues, to provide construction observations, advice and assistance, or to answer any questions which may arise concerning design intent and other matters affecting completion of the Project.

Subtask 1.3—Review Submittals and RFIs. Engineer will provide construction assistance services as requested by the District including:

- Review submittals (shop drawings, certificates, substitutions, samples, test results, methods, schedules, and manufacturer's installation instructions required to be submitted by the construction documents for conformance with the design concept and specifications). Budget assumes 20 original submittals and 10 re-submittals at approximately 2.5 hours per submittal.
- Review and respond to contractor's requests for information and clarifications during construction. Budget assumes 2 RFIs at approximately 8 hours per RFI.

Subtask 1.4—Change Order Assistance. Engineer will assist with the review of contractor change order requests and assist in any redesign efforts leading up to change order preparation for the construction contract, for up to 8 hours of WYA staff time. Additional time, if required, will be addressed in an amendment to the contract.

TASK 2. GEOTECHNICAL SUPPORT.

Engineer's subconsultant, Jacobs Associates, will provide construction assistance services as requested by the District including:

Subtask 2.1—Geotechnical Submittal Review. Review Contractor submittals including the tunnel boring machine equipment, thrust block for jacking, annular space grouting, contact grouting, and sheeting and shoring. The sheeting and shoring submittal will not be formally approved. Subconsultant budget assumes approximately 18 hours.

Subtask 2.2—Construction Meetings and Site Visits. As requested by District, attend up to four site visits including preparation of a follow-up memorandum or email. Subconsultant budget based on 24 hours.

Subtask 2.3—RFI Assistance. As requested by District, respond to Contractor's requests for information. Subconsultant budget assumes 2 RFIs and a total of 8 hours.

TASK 3. ENVIRONMENTAL SUPPORT

Engineer's subconsultant, Jim Martin with Environmental Collaborative, will provide environmental support services as requested by the District including:

Subtask 3.1—Construction Meetings. As requested by District, attend up to two general construction meetings. Subconsultant budget based on 8 hours.

Subtask 3.2—Preconstruction Survey. As required by the MMRP, conduct preconstruction survey of the project site. Subconsultant budget based on 8 hours.

Subtask 3.3—Coordination for Exclusionary Fencing. Coordinate and direct the Contractor during the installation of the exclusionary fencing by the Contractor. Subconsultant budget based on 16 hours.

Subtask 3.4—Worker Training. As required by the MMRP, conduct worker training of the project team members including the contractor, construction management, design, and District staff members. Worker training shall be conducted on two separate occasions. Subconsultant budget based on 16 hours.

3. DELIVERABLES

Project deliverables are listed below:

- Conformed documents in AutoCAD, Word, and PDF files.
- Responses to submittals as required.
- Responses to RFI's as required.
- Environmental Pre-construction Survey report

4. PROJECT COORDINATION

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

5. PAYMENT TO THE ENGINEER

Compensation shall be on a time and materials cost basis for services provided under Article 2 of this Agreement in accordance with the Billing Rate Schedule contained in Exhibit B (updated annually) except that subconsultants will be billed at actual cost plus 5%, outside services will be billed at actual cost, and mileage will be billed at prevailing IRS standard mileage rate. The billing rate schedule is generally comparable to a labor multiplier of approximately 3.22.

The estimated costs for Tasks 1 through 3 are presented in Exhibit C. Total charges to the District shall not exceed the total cost of $44,685 without written authorization from the District. The total cost shall be adjusted based on the optional tasks that are authorized by the District.

The following table summarizes all task orders and amendments, if any, including those previously executed under the Agreement, ending with this Task Order:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Evaluation of Alternatives	$28,305.00	No	Jesse Gill
Task Order No. 2 – Detailed Design	$157,071.00	Yes	Rich Currie
Amendment 1 to Task Order 2	$23,246.00	No	Jesse Gill
Task Order No. 3 – Design Services During Construction	$44,685.00	Yes	Rich Currie
Total	$253,307.00		

6. TIME OF COMPLETION

All work defined in Item 2 shall be completed in accordance with the construction schedule and is expected to be completed by November 2013.

7. KEY PERSONNEL

Key engineering personnel or subconsultants assigned to Task Order No. 3 are as follows:

Role	Personnel/Subconsultant
Principal-in-Charge	Bruce G. West
Project Manager/Engineer	John D. Goodwin
Project Engineer	Nancy McWilliams
Project Engineer	Thea Durbin

Key personnel shall not change 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 _____ and therewith incorporated it as part of the Agreement.

ENGINEER:	DISTRICT:
WEST YOST & ASSOCIATES	UNION SANITARY DISTRICT
By: _____	By: _____
John D. Goodwin	Richard B. Currie
Vice President	General Manager

EXHIBIT A
PROJECT LOCATION

WEST YOST ASSOCIATES, INC.

EXHIBIT B

2013 Billing Rate Schedule

(Effective January 1, 2013 through December 31, 2013)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	231
Engineering Manager	221
Principal Engineer/Scientist	200
Senior Engineer/Scientist/GIS Analyst	179
Associate Engineer/Scientist	163
GIS Analyst	158
Engineer II/Scientist II	142
Engineer I/Scientist I	121
Construction Manager III	179
Construction Manager II	163
Construction Manager I	152
Resident Inspector III	134
Resident Inspector II	124
Resident Inspector I	110
Sr. Designer/Sr. CAD Operator	116
Designer/CAD Operator	103
Technical Specialist II	100
Technical Specialist I	84
Engineering Aide	68
Administrative IV	105
Administrative III	95
Administrative II	79
Administrative I	63

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, 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, Travel, etc. will be billed at actual cost.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 5%.

Computers are billed at $25 per hour for specialty models and AutoCAD.

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 will be updated annually.

CA

WEST YOST ASSOCIATES, INC.

201 Billing Rate Schedule
(Cont'd.)

(Effective January 1, 2013 through December 31, 2013)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	352
GPS, 2-Person	305
GPS, 1-Person	236
Survey Crew, 2-Person	257
Survey Crew, 1-Person	194

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	81
pH Meter	5	26
Automatic Sampler	128	698
Transducer/Data Logger	40	202
Hydrant Pressure Gage	11	49
Hydrant Pressure Recorder (HPR)	—	202
Hydrant Wrench	5	32
Pitot Diffuser	29	132
Well Sounder	29	132
Ultrasonic Flow Meter	—	264
Vehicle	87	437
Velocity Meter	11	64
Water Quality Multimeter	173	946
Thickness Gage	—	70

* This schedule will be updated annually.

Union Sanitary District
TO3--Sabercat Construction Services

Exhibit C

Estimated Hours and Budget *West Yost Associates* **PROJECT: TO3--Sabercat Construction Services**		P/VP $231 Goodwin	AE/AS $163 Durbin	ADMIV $105	Labor Hours	Labor Fee	Drafting Hours	Drafting Fee $25	Other Costs Routine ODC 0%	Other Costs Sub. w/ markup 5%	Other Costs Other Direct	Other Costs Total Costs	Sub. 1 **JAC**	Sub. 2 **Jim**
Task 1.0	***Design Services during Construction***													
1.01	Conformed Plans and Specifications	2	4	2	8	$ 1,324	2	$ 50				$ 1,374		
1.02	Meetings	12	12		24	$ 4,728					$ 200	$ 4,928		
1.03	Review Submittals and RFIs	18	74		92	$ 16,220						$ 16,220		
1.04	Change Order Assistance	4	4		8	$ 1,576						$ 1,576		
Subtotal, Task 1 (hours)		**36**	**94**	**2**	**132**		**2**							
Subtotal, Task 1 ($)		**$ 8,316**	**$ 15,322**	**$ 210**		**$ 23,848**		**$ 50**			**$ 200**	**$ 24,098**		
Task 2.0	***Geotechnical Support***													
2.01	Geotechnical Submittal Review	1	1		2	$ 394				$ 3,969		$ 4,363	$ 3,780	
2.02	Construction Meetings and Site visits				0					$ 5,628		$ 5,628	$ 5,360	
2.03	RFI Assistance	1	1		2	$ 394				$ 1,806		$ 2,200	$ 1,720	
Subtotal, Task 2 (hours)		**2**	**2**	**0**	**4**		**0**							
Subtotal, Task 2 ($)		**$ 462**	**$ 326**			**$ 788**				**$ 11,403**		**$ 12,191**	**$ 10,860**	
Task 3.0	***Environmental Support***													
3.01	Construction Meetings	1			1	$ 231				$ 1,155		$ 1,386		$ 1,100
3.02	Preconstruction Survey		2		2	$ 326				$ 1,155		$ 1,481		$ 1,100
3.03	Coordination for Exclusionary Fencing		1		1	$ 163				$ 2,289		$ 2,452		$ 2,180
3.04	Worker Training	2	2		4	$ 788				$ 2,289		$ 3,077		$ 2,180
Subtotal, Task 3 (hours)		**3**	**5**	**0**	**8**		**0**							
Subtotal, Task 3 ($)		**$ 693**	**$ 815**			**$ 1,508**				**$ 6,888**		**$ 8,396**		**$ 6,560**
TOTAL (hours)		**41**	**101**	**2**	**144**		**2**							
TOTAL ($)		**$ 9,471**	**$ 16,463**	**$ 210**		**$ 26,144**		**$ 50**		**$ 18,291**	**$ 200**	**$ 44,685**	**$ 10,860**	**$ 6,560**

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 6, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, Work Group Manager
Sami Ghossain, CIP Coach
Chris Elliott, Assistant Engineer

SUBJECT: Agenda Item No.15_ - Meeting of May 13, 2013
AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH BROWN AND CALDWELL TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE I-680 AT SABERCAT ROAD SANITARY SEWER RELOCATION PROJECT

Recommendation

Authorize the General Manager to execute an Agreement and Task Order No. 1 with Brown & Caldwell for $168,186 to provide construction management services for the I-680 at Sabercat Rd. Sanitary Sewer Relocation Project (Project). Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

The purpose of the Project is to replace the existing 12-inch diameter sewer crossing under Interstate 680 at Sabercat Road. The existing sewer crossing is 852 feet in length and crosses the Hayward Fault near the shoulder of southbound I-680. At that location, the pipeline has experienced severe offset joints due to the lateral movement associated with fault creep. Further lateral movement will critically compromise the pipe joints, allowing the erosion of soils outside the pipe, and thus undermining the I-680 freeway.

The project consists of the construction of a new crossing, slightly north of the existing crossing, and includes 990 linear feet of 12-inch diameter sanitary sewer inside a 48-inch steel casing, which will be installed by a tunnel boring machine. The steel casing will help provide resistance to and protection from the lateral movement of fault creep. The project also includes construction of two (2) new manholes, and abandonment of

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1,024 linear feet of 12-inch diameter sanitary sewer and three (3) manholes. See attached Exhibit A.

West Yost & Associates was hired by the District to design the Project and to provide design support during the Project's bid period. On April 22, 2013, the Board of Directors awarded the construction contract to Ranger Pipelines, Inc., in the amount of $1,804,245.

Task Order No. 1

The purpose of Task Order No. 1 is to authorize construction management services to Brown & Caldwell for the duration of the Project. The negotiated cost proposal is $168,186, which represents 9.3% of the construction contract. The scope of work for Task Order No. 1 includes conducting pre-construction surveys, contractor schedule review, processing of submittals and clarification requests, processing of progress payments and Change Order requests, construction inspection, and general contract administration.

The scope of work and cost proposal for Task Order No. 1 have been reviewed by staff and determined to be appropriate. The Brown & Caldwell project team includes Carlos Garcia (Construction Manager), with support from Denis O'Malley (Project Manager), and Grace Chow (Principal). The Brown & Caldwell project team is very knowledgeable and experienced in District projects. The project team has completed or are currently managing a number of construction projects for the District, including the Blacow Rd. Sanitary Sewer Replacement Project, the Cedar Blvd. Sanitary Sewer Rehabilitation Project, and the Boyce Rd. Lift Station Project.

Work under Task Order No. 1 will begin in May, 2013, and the Project is expected to be completed by the end of October, 2013.

Staff recommends that the Board of Directors authorize the General Manager to execute an Agreement and Task Order No. 1 with Brown & Caldwell for $168,186 to provide construction management services for the I-680 at Sabercat Rd. Sanitary Sewer Relocation Project.

Attachments: Agreement with Brown & Caldwell
Task Order No. 1
Project Location Map

I-680 AT SABERCAT ROAD SANITARY SEWER RELOCATION PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

BROWN AND CALDWELL

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF MAY ____, 2013, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and BROWN AND CALDWELL (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to construct a new pipeline crossing under Interstate 680 to replace the existing pipeline crossing (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."

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 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, altered, or reduced without at least ten (10) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included.

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 and defend the District and all of their agents, officers, and employees from and against all

claims, demand, or cause of action of every name or nature arising out of negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.

12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgement or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.

12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.

12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.

12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance required by this Agreement, 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

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 - EXCEPTIONS

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

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

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

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

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

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

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

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

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

UNION SANITARY DISTRICT	BROWN AND CALDWELL
By: _____	By: _____
Richard B. Currie General Manager/ District Engineer	Grace Chow Vice President
Date: _____	Date: 04/30/2013

I-680 AT SABERCAT ROAD SANITARY SEWER REPLACEMENT PROJECT

TASK ORDER 1
TO
AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND BROWN AND CALDWELL
FOR
PROFESSIONAL SERVICES
DATED May __, 2013

1. PURPOSE

The purpose of this Task Order 1 is to authorize construction management services provided by Brown and Caldwell, hereinafter referred to as "Engineer" or "Construction Manager", for the I-680 at Sabercat Road Sanitary Sewer Replacement Project hereinafter referred to as the "Project." The Project is described in the construction contract documents prepared by and issued by the Union Sanitary District, hereinafter referred to as the "District."

2. SCOPE OF SERVICES

Deliverables to be provided to the District are described under each task item, where applicable. For purpose of estimating the required effort for this scope of services, the Engineer assumes construction shall be completed no later than October 31, 2013.

Task 1. Field Services

Establish, implement and maintain quality assurance/control procedures for the construction work. For the purpose of estimating the effort for this task, the Engineer assumes Construction Manager labor hours at 8 hours per day for a total of 100 working days, Mondays to Fridays, from May 15, 2013 through October 31, 2013.

1.1 Field Inspection

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

1.2 Clarifications and Interpretations

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

1.3 Field and Laboratory Testing

Manage, coordinate and schedule specialty inspections with the Contractor and District inspection/testing service providers. It is assumed that the Contractor or the District shall provide the

backfill compaction and asphalt pavement testing and other inspection services, and no additional allowance has been included.

1.4 Punch Lists

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

1.5 Visual Documentation

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

1.6 Record Drawings

Review and monitor monthly the Contractor's development and maintenance of working record drawings. At approximately 90 percent of Milestone completion, review the Contractor's working record drawings for accuracy, thoroughness and completeness and advise him of the status. Progress pay estimates will be contingent upon the acceptability of its working record drawings. Upon completion of the project, retain the Contractor's working record drawings for use in preparing the formal record drawings to be provided to the District.

Task 2 Cost Control

In conjunction with work in Task 1, establish, implement and maintain cost monitoring and control procedures for the project.

2.1 Progress Pay Estimates

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

Task 3 Observation of Safety and Safe Practices

In concert with the Construction Manager's services under Task 1 Field Services, Construction Manager shall perform the following activities as and when necessary.

Construction Manager shall meet with the District to define situations that are agreed would present an immediate danger to personnel on the project site and/or the adjacent population. These situations shall be defined based upon the District's and the Construction Manager's experience. Guidelines for latitude for independent action by the Construction Manager and notification of appropriate District personnel shall be discussed. The guidelines for action and notification procedures, including the names and telephone numbers of the District personnel, in order of precedence, shall be confirmed in writing.

In accordance with the previously developed guidelines for independent action, Construction Manager shall direct the Contractor as necessary to remove the affected personnel from the immediate danger or to shut down the project or portions of a project when Construction Manager becomes aware of a situation that presents an imminent danger to personnel on the site and/or to the adjacent population, and shall immediately notify the District's personnel.

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

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

Construction Manager shall provide documentation to the District of accidents when they occur. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the accident.

Construction Manager shall inform the District when Construction Manager becomes aware of suspected safety violations.

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

Construction Manager shall assure that activities involving the District, the Contractor, and the Construction Manager are coordinated with respect to safety and safe practices.

Construction Manager shall verify that the Contractor has complied with those portions of the specifications and applicable regulations and the Contractor has identified and provided competent persons on the project site.

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

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

Task 4 Project Completion

The following subtasks shall be conducted to close out the project. For the purpose of estimating the effort required for this task, the Engineer assumes that this task shall be performed concurrent with Task 1 Field Services, and the effort therefore included therewith.

4.1 Final Inspection

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

4.2 Project Close Out

Prepare documentation recommending the acceptance of the complete project by the District. After completion of the project, turn over project documentation to the District in an orderly manager. Construction Manager shall maintain a warranty work file, and process final submittals including warranty certificates

Task 5 Project Management

Project management subtasks are those necessary for the conduct of the construction manager services, exclusive of the construction contract administration tasks identified in Task 2.

5.1 Monitor Progress

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

5.2 Review the Work

Supervise project team and review the work performed.

5.3 Communications

Maintain communications with the District.

3. PAYMENT TO ENGINEER

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

The cost ceiling, professional fee, and the maximum fee ceiling for Task 1 through 5 are presented in Exhibit A. Total charges to the District shall not exceed the schedule maximum fee ceiling of $168,186 without written modifications of this Task Order, except as provided under Article 2.4 of the Agreement.

The following table summarizes all task orders and amendments, if any, previously executed under the Agreement, ending with this Task Order:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Construction Management	$168,186.00	Yes	Rich Currie

4. TIME OF COMPLETION

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

5. KEY PERSONNEL

Key personnel assigned to Task Order 1 are as follows:

Role	Personnel
Principal-in-Charge	Grace Chow
Construction Manager	Carlos Garcia
Manager of Construction Services	Denis O'Malley

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order 1 as of _____, 2013, and therewith incorporated it as part of the Agreement.

DISTRICT

UNION SANITARY DISTRICT

By:_____
Richard B. Currie
General Manager

ENGINEER

BROWN AND CALDWELL

By:_____
Grace C. Chow
Vice President

EXHIBIT A

Union Sanitary District (CA) -- Pipe Crossing at 680 and Sabercat

Phase	Phase Description	Garcia, Carlos L	Romero, Angela	Adkins, Una	Settle, Norman F	O'Malley, Denis M	Bucha, James A	Chow, Grace C	Total Labor Hours	Total Labor Effort	APC	ODC	Total Expense Cost	Total Expense Effort	Total Effort
		$189.75	$90.11	$98.52	$195.55	$231.91	$232.26	$269.85							
001	**Field**	800	0	0	0	0	0	0	**800**	**151,801**	**4,000**	**6,500**	**6,500**	**10,500**	**162,301**
001	Preconstruction	80	0	0	0	0	0	0	**80**	15,180	400	**0**	**0**	**400**	**15,580**
002	Construction Phase	680	0	0	0	0	0	0	**680**	129,031	3400	**6,500**	**6,500**	**9,900**	**138,931**
003	Closeout	40	0	0	0	0	0	0	**40**	7,590	200	**0**	**0**	**200**	**7,790**
002	**Project Management**	0	10	12	8	2	4	2	**38**	**5,581**	**304**	**0**	**0**	**304**	**5,885**
001	Project Management	0	10	12	8	2	4	2	**38**	5,581	304	**0**	**0**	**304**	**5,885**
	GRAND TOTAL	**800**	**10**	**12**	**8**	**2**	**4**	**2**	**838**	**157,382**	**4,360**	**6,500**	**6,500**	**10,804**	**168,186**

Labor costs are calculated with a multiplier of 2.85 and the profit shall be 13 percent which results in an overall labor multiplier of 3.22
CM hours are based on an average 40-hour week.
Construction Manager to provide most of the required inspections.
Project close-out to be completed within 4 weeks for substantial project completion.
Field ODCs are primarily for vehicles and incidentals.
APC = $8.00 per labor hour for office
$5.00 per labor hour for field

EXHIBIT A
PROJECT LOCATION

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
General Manager/
District Engineer

David M. O'Hara
Attorney

DATE: May 6, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager
Jesse Gill, TSCS Work Group Manager
Rollie Arbolante, TSCS Coach

SUBJECT: Agenda Item No. 16 - Meeting of May 13, 2013
RESOLUTION NO. 2706, ACCEPTING THE ASSIGNMENT OF FOUR SANITARY SEWER EASEMENTS FROM THE CITY OF FREMONT FOR THE KATO ROAD GRADE SEPARATION PROJECT, LOCATED AT KATO ROAD BETWEEN MILMONT DRIVE AND WARM SPRINGS DRIVE IN THE CITY OF FREMONT

Recommendation

Accept the four sanitary sewer easements from the City of Fremont by adoption of resolution and direct legal counsel to certify acceptance and record the easements.

Background

In 2008, the District received a notice to relocate the District's existing 10-inch diameter sewer main that crosses Kato Road in south Fremont. The sewer line was in the vicinity of the City of Fremont's Kato Road Grade Separation Project, located between Milmont Drive and Warm Springs Boulevard, which was a City project to lower Kato Road under the future BART tracks and the Union Pacific Railroad tracks. A location map is attached for reference.

In 2011, the Board authorized approval of a Cost Sharing Agreement with the City of Fremont. The agreement defined the responsibility and allocation of costs for the construction of a new sewer main to replace the existing sewer. Instead of crossing Kato Road in the vicinity of the new grade separation, the new sewer line was relocated to the west such that it crossed the future BART tracks, the UPRR tracks, and several private properties. The Board approved license agreements with BART and UPRR on March 11, 2013 and January 9, 2011 respectively, that allow the sewer main to exist within the BART and UPRR right-of-ways. For the sewer crossing through the private properties, the City acquired four sewer easements via eminent domain. In order to transfer these sanitary sewer easements from the City to the District, the City has assigned these easements to the District.

Staff and legal counsel have reviewed the legal descriptions and assignment language for the four sewer easements and recommend acceptance by the Board.

RESOLUTION NO. 2706

ACCEPTANCE OF THE ASSIGNMENT OF FOUR SANITARY SEWER EASEMENTS FROM THE CITY OF FREMONT FOR THE KATO ROAD GRADE SEPARATION PROJECT, LOCATED AT KATO ROAD BETWEEN MILMONT DRIVE AND WARM SPRINGS DRIVE IN THE CITY OF FREMONT

BE IT RESOLVED, by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Assignment of Four (4) Sanitary Sewer Easements described by their individual legal descriptions attached as Exhibits A , B, and C and shown on their accompanying plat maps. Legal Counsel for the District is hereby authorized to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on May 13, 2013:

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

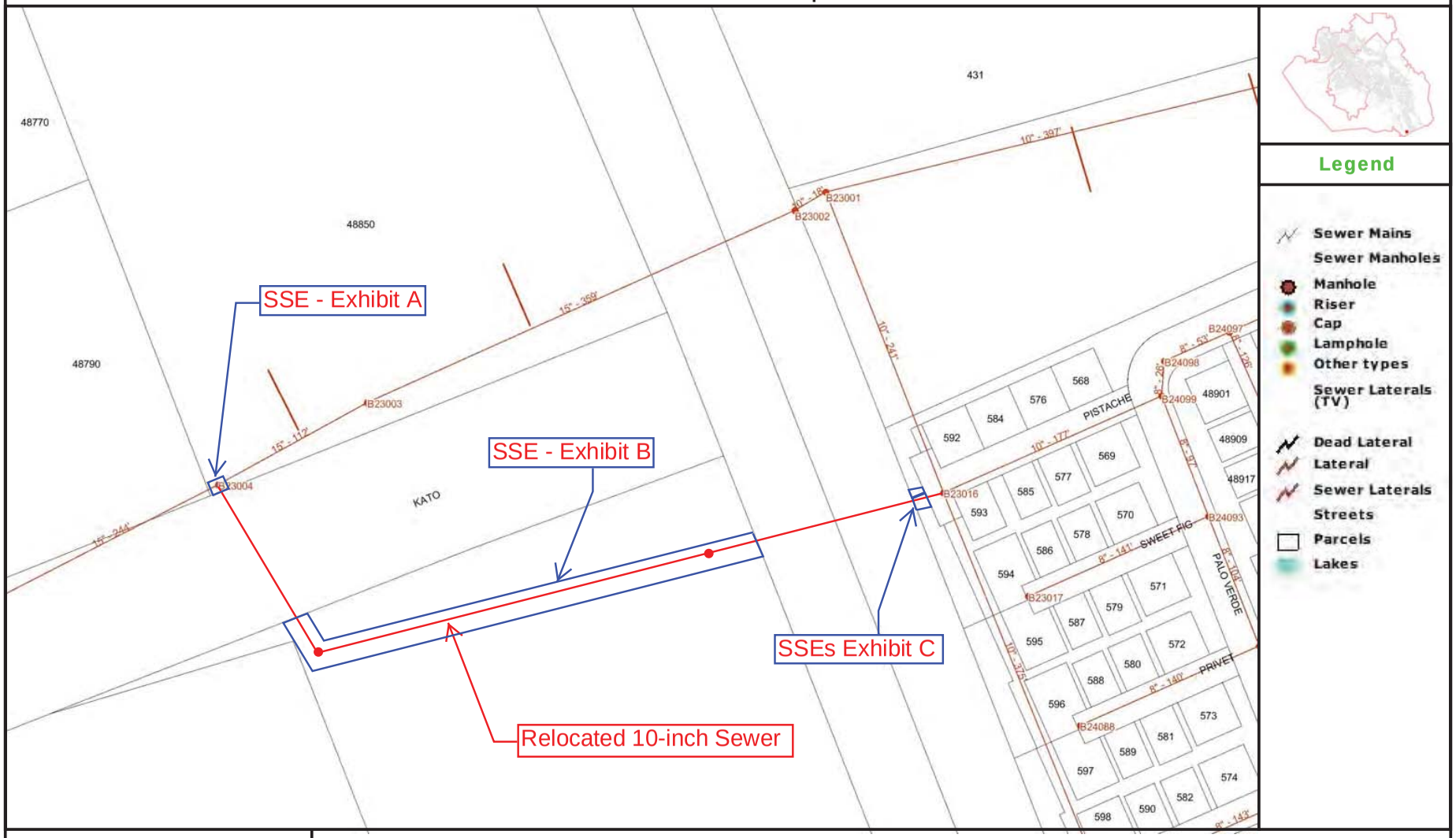
_____
PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

_____
MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

Kato Rd Grade Separation Project

Location Map



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Printed: 12/21/2011 3:12:35 PM

For USD use only

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

UNION SANITARY DISTRICT

RECORDING REQUESTED BY:

City of Fremont
No fee for recording pursuant to Government Code Section 27383

WHEN RECORDED MAIL TO:
UNION SANITARY DISTRICT
5072 Benson Road
Union City, CA 94587

EXHIBIT A

THIS SPACE FOR RECORDER'S USE ONLY

13-0090

ASSIGNMENT OF SANITARY SEWER EASEMENT

This ASSIGNMENT OF SANITARY SEWER EASEMENT ("Assignment") is dated as of MARCH 29, 2013, by the CITY OF FREMONT, a California municipal corporation ("City").

Effective upon the recordation of this Assignment in the Official Records of Alameda County, City hereby assigns to the UNION SANITARY DISTRICT, a California independent special district, City's entire interest in the Sanitary Sewer Easement (SSE) under, upon, above or across the property commonly known as APN 519-1010-078-003, including any and all sanitary sewer facilities and appurtenances located therein, which SSE was granted to City in the Final Order of Condemnation recorded in the Official Records of Alameda County on August 8, 2011, at Series No 2011227193, as said SSE is more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Executed as of the date first written above.

City of Fremont

Jim Pierson
Public Works Director

APPROVED AS TO FORM:

Nellie Ancel
Sr. Deputy City Attorney

State of California
County of ALAMEDA

On March 29, 2013 before me, IP CHI WAH,
Notary Public, personally appeared JIM PIERSON,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary

CHI WAH IP
COMM. # 1957334
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. OCT. 21, 2015

Exhibit A

LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
PORTION OF APN 519-1010-078-003

SANITARY SEWER EASEMENT for sanitary sewer facilities and all appurtenances thereto under, upon, above or across the following described parcel of land and designated as "SSE" (Sanitary Sewer Easement) on the accompanying Plat Map. The herein described easement shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the easement, said Sanitary Sewer Easement being more particularly described as follows:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, being a portion of lands of the LBA Realty Fund II - WBP II LLC, as described in that certain Grant Deed, filed for record on May 8, 2006, as Document No. 2006-183611, Alameda County Official Records, being more particularly described as follows:

COMMENCING at the southwesterly corner of Lot 5 as shown on that certain Tract No. 4642, filed for record on March 10, 1981 in Book 126 of Tract Maps, at pages 30-33, Alameda County Records, said point also being on the northerly line of Kato Road as shown on Record of Survey Map 2076, filed for record November 14, 2007 in Book 32 of Records of Surveys at Pages 47-97, Alameda County Records;

1.) Thence North 21°22'54" West 1.00 foot along the westerly line of said Lot 5;
2.) Thence leaving said westerly line North 68°37'00" East 13.95 feet to the **POINT OF BEGINNING**;
3.) Thence North 23°59'10" West 25.38 feet;
4.) Thence North 62°15'36" East 15.03 feet;
5.) Thence South 23°59'10" East 27.05 feet;
6.) Thence South 68°37'00" West 15.02 feet to the **POINT OF BEGINNING**.

Containing an area of 393 square feet, 0.009 acre, more or less.

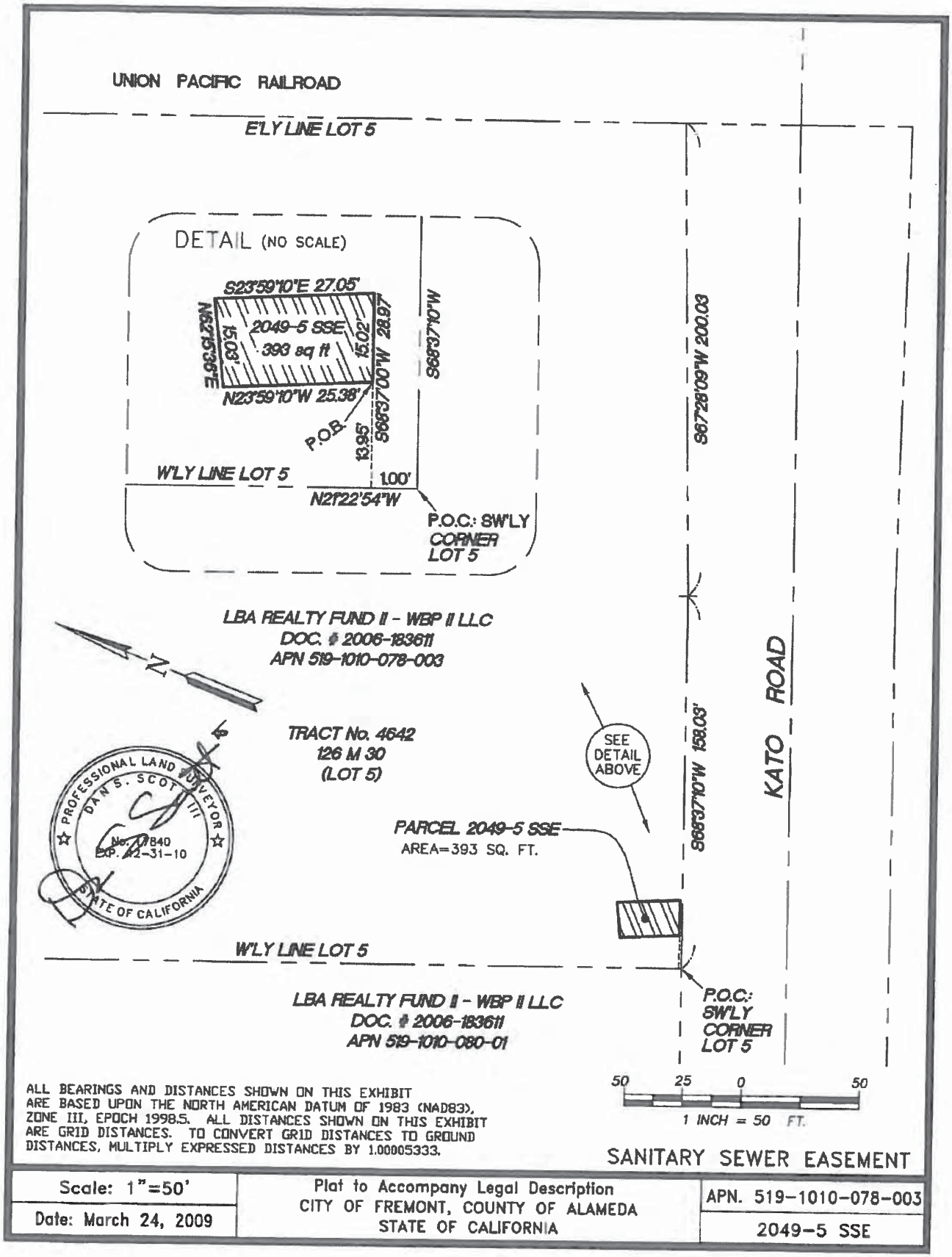
A Plat Map is attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone 3, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

3/24/09

Dan S. Scott III, PLS 7840
My License Expires on 12/31/10

PROFESSIONAL LAND SURVEYOR
DAN S SCOTT III
No L7840
Exp 12-31-10
STATE OF CALIFORNIA



Scale: 1"=50'	Plat to Accompany Legal Description CITY OF FREMONT, COUNTY OF ALAMEDA STATE OF CALIFORNIA	APN. 519-1010-078-003
Date: March 24, 2009		2049-5 SSE

Parcel name: 2049-5 SSE

```
   North: 1993763.510          East : 6149408.116
Line  Course: N 68-37-00 E  Length: 15.02
        North: 1993768.985           East : 6149422.098
Line  Course: N 23-59-10 W  Length: 27.05
        North: 1993793.698           East : 6149411.102
Line  Course: S 62-15-36 W  Length: 15.03
        North: 1993786.701           East : 6149397.797
Line  Course: S 23-59-10 E  Length: 25.38
        North: 1993763.510           East : 6149408.116

   Perimeter: 82.48   Area: 393 sq. ft. 0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.008                Course: N 36-02-40 E
  Error North: 0.0063                East : 0.0046
Precision  1: 10,310.00
```

RECORDING REQUESTED BY:

City of Fremont
No fee for recording pursuant to Government Code Section 27383

WHEN RECORDED MAIL TO:
UNION SANITARY DISTRICT
5072 Benson Road
Union City, CA 94587

EXHIBIT B

THIS SPACE FOR RECORDER'S USE ONLY
13-0091

ASSIGNMENT OF SANITARY SEWER EASEMENT

This ASSIGNMENT OF SANITARY SEWER EASEMENT ("Assignment") is dated as of MARCH 29, 2013, by the CITY OF FREMONT, a California municipal corporation ("City").

Effective upon the recordation of this Assignment in the Official Records of Alameda County, City hereby assigns to the UNION SANITARY DISTRICT, a California independent special district, City's entire interest in the Sanitary Sewer Easement (SSE) under, upon, above or across the property commonly known as APN 519-1010-011-029, including any and all sanitary sewer facilities and appurtenances located therein, which SSE was granted to City in the Final Order of Condemnation recorded in the Official Records of Alameda County on January 25, 2013, at Series No 2013034884, as said SSE is more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Executed as of the date first written above.

City of Fremont

Jim Pierson
Public Works Director

APPROVED AS TO FORM:

Nellie Ancel
Sr. Deputy City Attorney

State of California
County of ALAMEDA

On March 29, 2013 before me, IP CHI WAH,
Notary Public, personally appeared JIM PIERSON,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

CHI WAH IP
COMM. # 1957334
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. OCT. 21, 2015

Signature of Notary

Exhibit A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
PORTION OF APN 519-1010-011-029

SANITARY SEWER EASEMENT for sanitary sewer facilities and all appurtenances thereto under, upon, above or across the following described parcel of land and designated as "SSE" (Sanitary Sewer Easement) on the accompanying Plat Map. The herein described easement shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the easement, said Sanitary Sewer Easement being more particularly described as follows:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, being a portion of the lands of Kato Associates, as described in that certain Grant Deed recorded on November 7, 1996 as Document Number 96-283841, Official Records of Alameda County, being also a portion of Parcel M of Parcel Map 1594 filed for record May 30, 1975 in Book 87 of Parcel Maps at Pages 58-62 Official Records of said County, described as follows:

BEGINNING at a point on the easterly line of said lands of Kato Associates, from which the most northerly corner thereof bears North 21°23'00" West 63.84;

1. Thence South 21°23'00" East 15.07 feet along said easterly line;
2. Thence, leaving said easterly line, South 74°07'11" West 339.30 feet;
3. Thence North 23°59'10" West 48.43 feet to a line parallel with and 2.00 feet southerly of the northerly line of said lands of Kato Associates;
4. Thence North 68°37'10" East 15.02 feet along said parallel line;
5. Thence, leaving said last said line, South 23°59'10" East 34.74 feet;
6. Thence North 74°07'11" East 324.84 feet to said easterly line of the lands of Kato Associates and the **POINT OF BEGINNING.**

Containing 5,605 square feet, 0.129 acres, more or less.

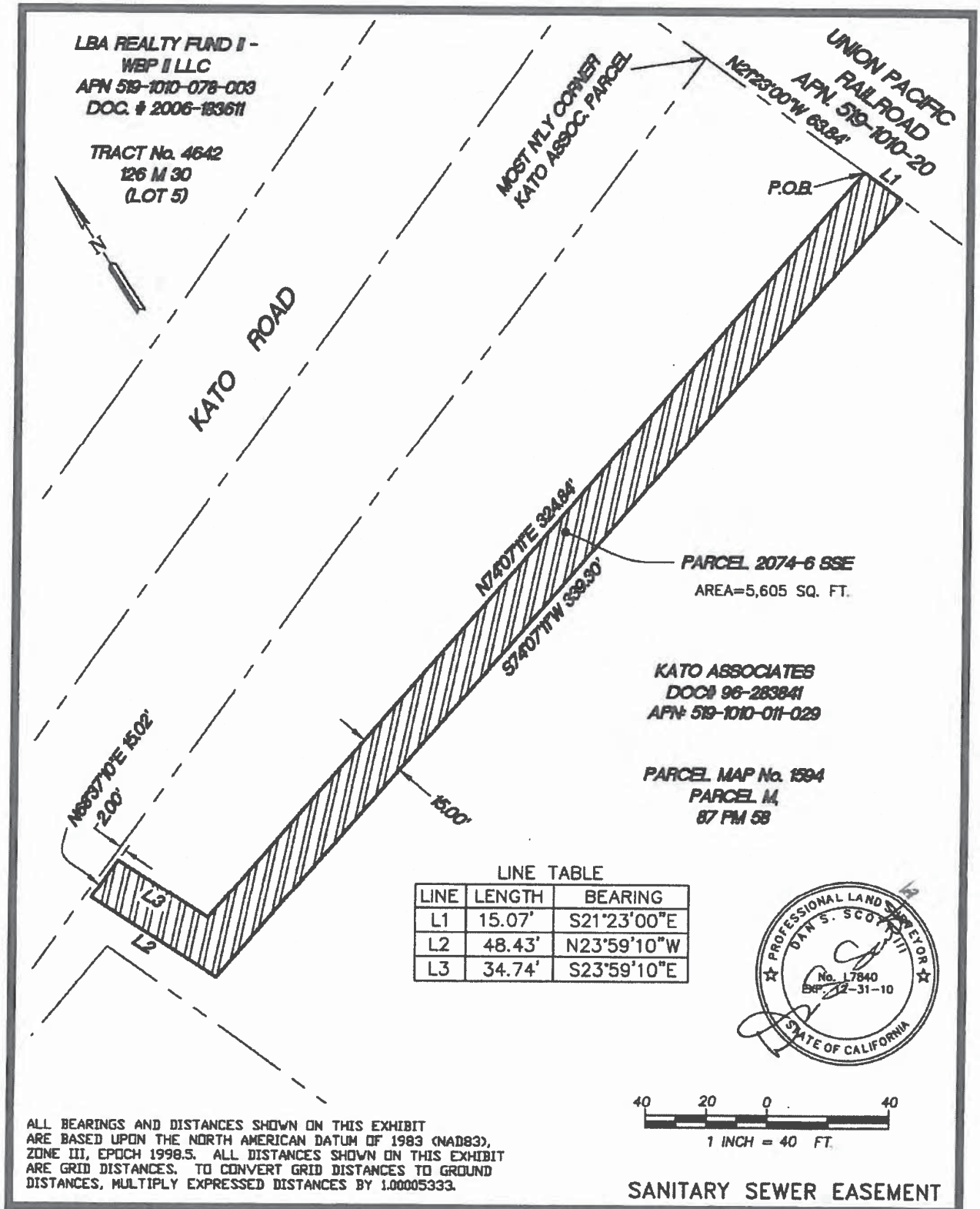
A Plat Map is attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

6/17/09

Dan S. Scott III, PLS 7840
My License Expires on 12/31/10

PROFESSIONAL LAND SURVEYOR
DAN S SCOTT III
No L7840
Exp 12-31-10
STATE OF CALIFORNIA



LINE TABLE

LINE	LENGTH	BEARING
L1	15.07'	S21°23'00"E
L2	48.43'	N23°59'10"W
L3	34.74'	S23°59'10"E

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE III, EPOCH 1998.5. ALL DISTANCES SHOWN ON THIS EXHIBIT ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00005333.

SANITARY SEWER EASEMENT

Scale: 1"=40'	Plat to Accompany Legal Description CITY OF FREMONT, COUNTY OF ALAMEDA STATE OF CALIFORNIA	APN. 519-1010-011-029
Date: June 17, 2009		2074-6 SSE

```
Parcel name: 2074-6 SSE

   North: 1993742.904          East : 6149785.689
Line  Course: S 21-23-00 E  Length: 15.07
        North: 1993728.872           East : 6149791.183
Line  Course: S 74-07-11 W  Length: 339.30
        North: 1993636.030           East : 6149464.836
Line  Course: N 23-59-10 W  Length: 48.43
        North: 1993680.282           East : 6149445.147
Line  Course: N 68-37-10 E  Length: 15.02
        North: 1993685.756           East : 6149459.129
Line  Course: S 23-59-10 E  Length: 34.74
        North: 1993654.019           East : 6149473.250
Line  Course: N 74-07-11 E  Length: 324.84
        North: 1993742.904           East : 6149785.689

Area: 5,605 sq. ft. 0.129 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0095                Course: S 52-42-29 E
  Error North: -0.00578               East : 0.00759
Precision  1: 81,831.58
```

RECORDING REQUESTED BY:

City of Fremont
No fee for recording pursuant to Government Code Section 27383

WHEN RECORDED MAIL TO:
UNION SANITARY DISTRICT
5072 Benson Road
Union City, CA 94587

EXHIBIT C

THIS SPACE FOR RECORDER'S USE ONLY
13-0092

ASSIGNMENT OF SANITARY SEWER EASEMENTS

This ASSIGNMENT OF SANITARY SEWER EASEMENTS ("Assignment") is dated as of MARCH 29, 2013, by the CITY OF FREMONT, a California municipal corporation ("City").

Effective upon the recordation of this Assignment in the Official Records of Alameda County, City hereby assigns to the UNION SANITARY DISTRICT, a California independent special district, City's entire interest in those Sanitary Sewer Easements (SSEs) under, upon, above or across the property commonly known as APN 519-1738-003 and APN 519-1738-004, including any and all sanitary sewer facilities and appurtenances located therein, which SSEs were granted to City in the Final Order of Condemnation recorded in the Official Records of Alameda County on March 16, 2011, at Series No 2011083514, as said SSEs are more particularly described in Exhibit A and Exhibit B attached hereto and by this reference incorporated herein.

Executed as of the date first written above.

City of Fremont

Jim Pierson
Public Works Director

APPROVED AS TO FORM:

Nellie Ancel
Sr. Deputy City Attorney

State of California
County of Alameda

On March, 29, 2013 before me, IP, CHI - WAH,
Notary Public, personally appeared JIM PIERSON,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

CHI WAH IP
COMM. # 1957334
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. OCT. 21, 2015

Signature of Notary

Exhibit A

LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
A PORTION OF APN 519-1738-003

SANITARY SEWER EASEMENT for sanitary sewer facilities, and all appurtenances thereto under, upon, above or across the following described parcel of land and designated as "SSE" (Sanitary Sewer Easement) on the accompanying Plat Map. The herein described easement shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the easement, said Sanitary Sewer Easement being more particularly described as follows:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, described as follows:

Being a portion of Lot C as shown on that certain map entitled "Tract 7757", recorded in Book 301 of Maps at page 30-38, September 18, 2007, Alameda County Records, more particularly described as follows:

BEGINNING at the southwesterly corner of said Lot C; thence northerly along said westerly line of Lot C

1) North 21°23'00" West, a distance of 5.51 feet; thence leaving said westerly line
2) North 74°07'11" East, a distance of 10.32 feet to a easterly line of said Lot C; thence along said easterly line
3) South 23°57'37" East, a distance of 4.05 feet to the southeasterly corner of Lot C; thence southwesterly along the southerly line of said Lot C
4) South 66°02'23" West, a distance of 10.46 feet to the **POINT OF BEGINNING.**

Containing 49 square feet more or less.

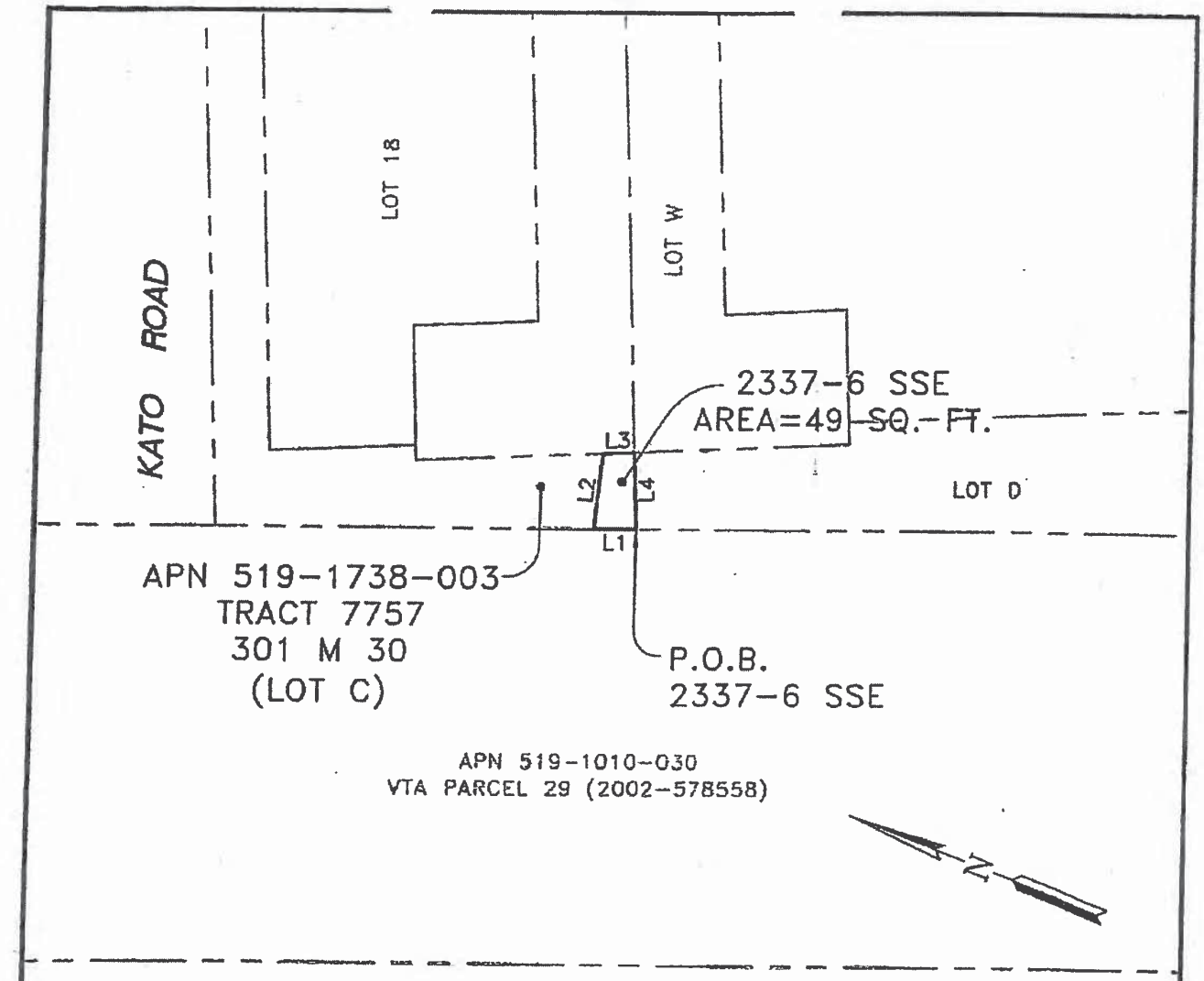
A Plat Map is attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone 3, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

John W. Pettley

John W. Pettley, PLS 6202
My License Expires on 03/31/2010

LICENSED LAND SURVEYOR
JOHN W. PETTLEY
EXP. 3/31/10
No. 6202
STATE OF CALIFORNIA



LINE TABLE		
L1	N21°23'00"W	5.51'
L2	N74°07'11"E	10.32'
L3	S23°57'37"E	4.05'
L4	S66°02'23"W	10.46'

APN 519-1010-020
UNION PACIFIC RAILROAD
43 DEEDS 262

20 10 0 20
1 INCH = 20 FT.

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE III, EPOCH 1998.5. ALL DISTANCES SHOWN ON THIS EXHIBIT ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00005333.

LICENSED LAND SURVEYOR
JOHN W. PETTLEY
6202
EXPIRES 03-31-2010
STATE OF CALIFORNIA

Scale: 1"= 20'	Plat to Accompany Legal Description CITY OF FREMONT, COUNTY OF ALAMEDA STATE OF CALIFORNIA	APN. 519-1738-003
Date: July 2, 2009		2337-6 SSE

2337-6 SSE

Parcel name: 2337-6 SSE

North: 1993770.759 East : 6149903.649
Line Course: N 21-23-00 W Length: 5.51
North: 1993775.890 East : 6149901.640
Line Course: N 74-07-11 E Length: 10.32
North: 1993778.714 East : 6149911.566
Line Course: S 23-57-37 E Length: 4.05
North: 1993775.013 East : 6149913.211
Line Course: S 66-02-23 W Length: 10.46
North: 1993770.765 East : 6149903.652

Perimeter: 30.34 Area: 49 sq.ft. 0.00 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.007 Course: N 29-39-53 E
Error North: 0.0057 East : 0.0032
Precision 1: 4,334.29

Exhibit B

LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
PORTION OF APN 519-1738-004

SANITARY SEWER EASEMENT for sanitary sewer facilities, and all appurtenances thereto under, upon, above or across the following described parcel of land and designated as "SSE" (Sanitary Sewer Easement) on the accompanying Plat Map. The herein described easement shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the easement, said Sanitary Sewer Easement being more particularly described as follows:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, described as follows:

Being a portion of Lot D as shown on that certain map entitled "Tract 7757", recorded in Book 301 of Maps at page 30-38, September 18, 2007, Alameda County Records, being more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot D; thence along the following four (4) courses:

1) North 66°02'23" East, a distance of 10.46 feet to a northeasterly corner of said Lot D; thence along the easterly line of said Lot D

2) South 23°57'37" East, a distance of 11.10 feet; thence leaving said easterly line

3) South 74°07'11" West, a distance of 11.00 feet to the westerly line of said Lot D; thence along said westerly line

4) North 21°23'00" West, a distance of 9.56 feet to the **POINT OF BEGINNING**.

Containing 110 square feet more or less.

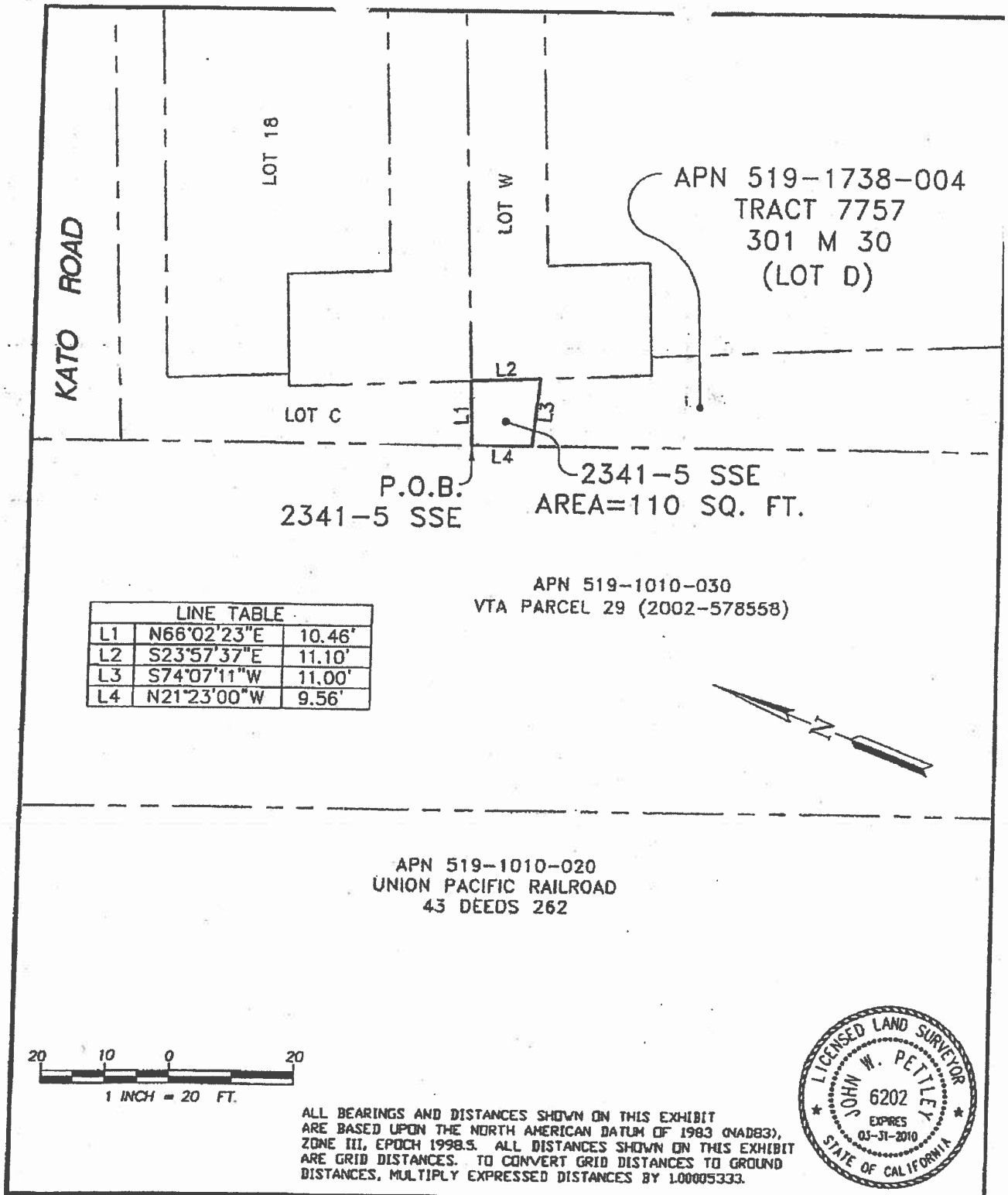
A Plat Map is attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

John W. Pettley

John W. Pettley, PLS 6202
My License Expires on 03/31/2010

LICENSED LAND SURVEYOR
JOHN W. PETTLEY
EXP. 3/31/10
No. 6202
STATE OF CALIFORNIA



LINE TABLE		
L1	N66°02'23"E	10.46'
L2	S23°57'37"E	11.10'
L3	S74°07'11"W	11.00'
L4	N21°23'00"W	9.56'

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE III, EPOCH 1998.5. ALL DISTANCES SHOWN ON THIS EXHIBIT ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00005333.

Scale: 1"= 20'	Plat to Accompany Legal Description CITY OF FREMONT, COUNTY OF ALAMEDA STATE OF CALIFORNIA	APN. 519-1738-004
Date: July 2, 2009		2341-5 SSE

2341-5 SSE

Parcel name: 2341-5 SSE

North: 1993770.759 East : 6149903.649
Line Course: N 66-02-23 E Length: 10.46
North: 1993775.007 East : 6149913.208
Line Course: S 23-57-37 E Length: 11.10
North: 1993764.864 East : 6149917.716
Line Course: S 74-07-11 W Length: 11.00
North: 1993761.854 East : 6149907.135
Line Course: N 21-23-00 W Length: 9.56
North: 1993770.756 East : 6149903.650

Perimeter: 42.12 Area: 110 sq.ft. 0.00 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.004 Course: S 08-38-59 E
Error North: -0.0036 East : 0.0006
Precision 1: 10,530.00

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 13, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Michael Dunning, EC Coach
Alex Paredes, Environmental Programs Coordinator

SUBJECT: Agenda Item No. 17 — Meeting of May 13, 2013
Information Item**: Certificates of Merit to Union Sanitary District's Class I Permitted Industries**

Recommendation

Information only

Background

On May 21, 2013 at 3:00 p.m., the District has invited representatives from twenty-seven Significant Industrial Users (SIUs) with Class I Wastewater Discharge Permits, to receive Certificates of Merit. The Board of Directors is invited to attend this presentation and congratulate the Certificate of Merit recipients for a job well done.

These certificates recognize those industries that have exceeded the requirements of their wastewater discharge permits during 2012 and demonstrated their continued commitment to protecting the environment. In addition, these industries consistently complied with and implemented pollution prevention measures, maintained a cooperative relationship with the District and demonstrated continuing awareness and understanding of environmental issues and requirements. The District staff commends these twenty-seven SIU's for their excellent performance during 2012.

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

Companies receiving the Certificates of Merit are:

Fremont (23 of 33 Significant Industrial Users permitted in Fremont)

Analog Semiconductors
Applied Thin Film Products, Inc.
Boehringer Ingelheim Fremont , Inc.
Enablence USA Components, Inc.
Finisar Corporation
GE Sensing & Inspection
Global Plating, Inc.
Intematix Corporation
Intevac, Inc.
Lam Research Corporation CA 3
Lam Research CorporationCA 30
Materion Electrofusion
Microwave Technology, Inc.
Neo Photonics Corporation
Nitinol Devices & Components Inc. #1
Pantronix Corporation
Quality Transport, Inc.
Quantum Clean #2
Seagate Technology LLC#3, Bldg C
Silevo, Inc.
Soraa, Inc.
Tri-Cities Recycling & Disposal Facility
Western Digital -Fremont (Bldg 2)

Newark (1 of 4 Significant Industrial Users permitted in Newark)

Matheson Tri-Gas, Inc.

Union City (3 of 4 Significant Industrial Users permitted in Union City)

California Work Trucks
Star Pacific, Inc.
United States Pipe and Foundry Company

DATE: May 7, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer

SUBJECT: Agenda Item No. 18 - Meeting of May 13, 2013
REPORT ON APRIL 2013 CASA CONFERENCE

Recommendation

None. Information only.

Background

Attached is the General Manager's report from the California Association of Sanitation Agency's conference held April 25-27, 2013.

CASA CONFERENCE – April 2013
SUMMARY REPORT

CASA held its spring conference in Newport Beach on April 25-27, 2012. The following is a summary of the presentations from the conference.

April 24 - CASA Day 1

CSRMA Seminar. CSRMA hosted a 4-hour training session that included the following:

Contingency Planning for Wastewater Treatment Plants: David Patzer from CSRMA led the discussion on the importance for preparing emergency response plans for wastewater treatment plants. His presentation focused on risk assessment and risk management. Various types of failure scenarios and solutions were discussed, including SCADA and IT Network failures and testing that can be done to identify security risks. Several case studies were reviewed relating to spills and regulatory liability as well as 3rd party lawsuits. David also reviewed a recommended contingency planning process.

Earthquakes and Sewer Systems. Two speakers from the Association of Bay Area Governments talked about impacts of a large earthquake on wastewater utilities. Some interesting elements included a contingency for replacing staff (up to 50%) that may be out a significant time dealing with personal impacts, establishing priorities for repairs, and FEMA compliance requirements for funding repairs. Emergency communications and training were also discussed.

Seismic Building Code Compliance. Representatives from Alliant Insurance Construction Services group presented information on seismic studies and retrofit work that can be done to minimize losses associated with assets besides buildings and structures (i.e. electrical equipment, pipelines, large pumps, and storage tanks). The focus was on code requirements and restraining devices that can be installed at plant and pump station locations and how to incorporate those into design projects.

Employment Law Update. Oliver Lee of the Liebert Cassidy Whitmore Law firm reviewed several court cases and rulings on employment law in the areas of discrimination, whistleblower protections, labor relations and retirement.

Joint Directors and Managers Meeting

Clean Water SRF Program Changes. Jule Rizzardo from the State Water Resources Control Board talked about the future of the Clean Water SRF Program. Contrary to rumors, the SRF Program is well funded and CASA members were encourage to apply for loans, which are currently at 1.9% (fixed, 20 years). There is no longer a priority list, and most all types of projects are eligible, including planning and design projects. Many changes are being implemented to streamline the program and will become effective October 1. These include parallel review from different divisions, a simplified financial review process, no pre-application, and on-

line application and electronic review. They are also allowing “repeat customers” to submit their multi-year capital programs for the credit review process where approval is only required once for multiple projects. There will also be a simplified project closure process, and change orders will become eligible for funding.

Los Angeles Environmental Learning Center. The City of Los Angeles Bureau of Sanitation has converted a building at their Hyperion Treatment Plant to a City-wide environmental learning center. The building features displays on watershed protection, stormwater pollution prevention, wastewater treatment, solid waste management and recycling. The facility is over 20,000 square feet including 12,000 square feet of exhibit space. The facility cost $11.3 million using an existing building. The City is partnering with local schools and colleges to conduct educational programs.

Bay Area Chemical Consortium. Two staff members from DSRSD presented information on the Bay Area Chemical Consortium. This is a region wide program in the Bay Area to allow multiple agencies to solicit chemical bids for compounds used at treatment plants. Cost savings to agencies have been significant, taking advantage of increased buying power achieved when bidding larger quantities. The savings for FY13 for ferrous/ferric chloride alone were over $300,000 from the prior year. USD has been participating since the start of the program. Chemicals bid regionally also include chlorine bleach, polymers, alum, and sodium hydroxide.

Social Media - Orange County Sanitary District. GM did not attend this session. (GM talking to potential Deputy GM candidates)

IRWD Water Conservation Program. GM did not attend.

Los Angeles Stakeholder Outreach Program. The City of LA presented information on their outreach program for implementing a long term rate increase program, which was driven by litigation over SSOs. Having previously implemented 5 years of 7% increase, their ratepayers were expecting stable rates. Their outreach included the environmental community, business community and homeowners through neighborhood councils. The strategies included: promoting cost saving initiatives; keeping the message simple; engaging community decision makers early in the process; creating analogies of upkeep costs to homeowners; and explaining that at current rates it would take 168 years to replace all infrastructure. The rate increase was successfully passed.

BAB2E Summary Session. The project manager from Delta Diablo and the State and Federal Lobbyists gave presentations on the status of the project. Requests for Proposals are going to be sent out in June to four firms to design, build and operate a biosolids to energy facility in the Bay Area. A new demonstration project using chemical conversion of biosolids to hydrogen gas will begin in the fall. The $1,000,000 grant from the California Energy Commission has been approved for transfer from the Intellergy Project (failed due to lack of private funding) to this project, which is co-sponsored by Lawrence Livermore Labs. State lobbyists and local representatives (including USD GM) will be meeting with several Bay Area

legislators to provide an update on the project and promote future funding opportunities.

April 25 – CASA Day 2

Federal Legislative Committee. Eric Saperstein gave a report on the status of CASA's priority issues in Washington. There has been little to no movement on issues of obtaining funding for wastewater infrastructure, Clean Water Act update, Citizen Lawsuit reform, or clean energy legislation. More detail will be provided in the next USD legislative update. It appears that the president's budget will severely curtail tax exempt financing programs. The budget does include $1 Billion for SRF funding.

Leveraging Regional Assets. Kevin Hardy, manager of Encina Wastewater Authority in north San Diego County, talked about the utility of the future and how the changes in the economy have forced our agencies to look at a different way of operating. With funding more difficult to obtain, agencies must look at reducing costs, diversifying revenues, and collaborating with other agencies and companies to implement programs and projects. It is important for public agencies to operate more like small businesses. He talked about some of the efforts of his agency including using chemical treatment to reduce electrical costs, cogeneration projects, developing a strategy to become an employer of choice to operate more efficiently, developing a 5 year business plan, partnering on regional projects, and marketing and selling biosolids as an agricultural fertilizer. (Farmers are currently paying $200 per ton for the product.)

The Ecotone Slope Project. Jeremy Lowe gave a presentation on rising sea level and the potential impacts on POTWs. (Similar to presentation given at USD.) He noted that there are 22 treatment plants in the low lying, former marsh areas of the SF Bay. He also described a project he is working on with Oro Loma Sanitary District to construct and demonstrate the Ecotone slope concept using effluent from the Oro Loma Plant. They are awaiting approval of a grant application to the State Water Board.

Collaborative Research in the Wastewater Industry. Mike Kiparsky from Cal Berkeley talked about the importance of the public wastewater agencies working with the academic institutions to promote innovation in the industry. Berkeley and Stanford are both conducting significant levels of research in the wastewater and alternative energy arenas and should be working together with agencies to develop innovative solutions to treatment, energy recovery and resource recovery and development. He briefly described the "Renewit" Project that the universities are working on. He stressed the importance of understanding and defining barriers to innovation in our industry. One factor is that local government agencies tend to be risk averse. Also, local government doesn't tend to reward innovation like the private sector does. Collaboration with the academic resources can help solve some of these issues.

Interactive Roundtable Discussions. At an off-site venue, the participates were invited to attend up to 3 roundtable sessions to discuss various topics of interest. Table topics included: the role of board members, rate management, increasing revenues, innovative financing, employee development, media management, California regulations, capital project delivery, benchmarking, chemical and energy cost reduction,

and climate change. The USD GM facilitated two sessions on labor management collaboration and attended a 3rd session on citizen law suits under the Clean Water Act.

April 27 – CASA Day 3

State Legislative Committee – Working Session. Details will be included in the next legislative summary to the Board.

General Session

Welcome by Assemblywoman Sharon Quirk-Silva. One of the local legislative representatives from Orange County welcomed the CASA attendees and talked about activity in Sacramento, including CEQA reform.

Tomorrow's Pension Packages. Chang Ruthenberg and Long, an employee benefits law firm, gave a presentation on what to expect after the PEPRA reforms. Recent reforms will not realize significant financial savings for 15-20 years, and there is currently an $87 billion gap between available funds and funding commitments. After reviewing the PEPRA changes, the speaker describes the impacts of PEPRA and future Cal PERS changes. Some highlights include:

- agencies will be required to report unfunded pension liabilities on future financial statements starting in 2014, which may impact credit ratings;
- if no changes are made, it will take Cal PERS 36 years to go from 70% funded to 85-90% funded;
- Cal PERS will be adopting a plan to increase funding levels to achieve 100% funding by 2043. This will likely result in a 50% contribution increase over the next 6 years.
- Cal PERS will also be considering lowering rate of return assumptions and increasing life expectancy assumptions, both of which will raise rates.
- Although it is possible to leave Cal PERS, agencies would still be responsible for any unfunded liability. Modesto recently determined they would have to pay $1.1 billion to leave Cal PERS.

The Affordable Care Act – Impact on Public Agencies. Patrick Burns, of the California Associate of Health Underwriters, presented information on the Affordable Care Act. Beginning in January of 2014, the remaining elements of the Act will be implemented, including the insurance Exchanges. Employer's with more than 50 employees must enroll employees in a plan or pay penalties. Other requirements under ACA include that carriers must provide a simplified summary of benefits and coverage, a 60 day notice requirement of plan changes, flexible spending account limits of $2500, new insurance exchanges will offer 4 levels of benefit plans for uninsured individuals and families, individuals purchasing insurance from the exchange will be eligible for tax credits, and employees working 30 hours per week or more will be considered full time employees. The estimated cost for the second lowest level coverage plan for an individual at 200% of federal poverty level is $800 per month, or about 20% of income.

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
150273	4/18/2013	800311.21	GSE CONSTRUCTION CO INC	BOYCE ROAD LIFT STATION	$257,706.00	$257,706.00
150348	4/25/2013	2816	EAST BAY DISCHARGERS AUTHORITY	O&M ASSESSMENT, APR-JUN 2013	$256,427.37	$256,427.37
150322	4/25/2013	800347.3	ANDERSON PACIFIC ENG CONST INC	HEADWORKS AND EMERGENCY OUTFALL IMPROVEMENTS	$23,912.35	$84,879.41
	4/25/2013	800374.13		THICKENER 3 & 4 REHABILITATION	$60,967.06	
150340	4/25/2013	201002828	COVELLO GROUP INC	SUBSTATION NO. 1 REPLACEMENT	$3,592.50	$63,238.09
	4/25/2013	201002231		PRIMARY CLARIFIERS 1 - 4 REHABILITATION	$10,180.00	
	4/25/2013	201200412		SFPUC AT MISSION BLVD & I-680	$657.00	
	4/25/2013	20130081		COGENERATION PROJECT	$5,674.25	
	4/25/2013	20120255		HEADWORKS & EMERGENCY OUTFALL & RAS PUMP STATION IMP	$20,301.00	
	4/25/2013	20120245		MISC. SPOT REPAIRS PHASE 4	$10,501.00	
	4/25/2013	201103315		THICKENER 3 AND 4 REHABILITATION	$12,332.34	
150466	5/2/2013	1223	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	$37,800.00	$37,800.00
150376	4/25/2013	140120130405	PACIFIC GAS AND ELECTRIC	SERV TO 04/04/13 IRVINGTON PS	$24.89	$29,263.88
	4/25/2013	102720130405		SERV TO 04/05/13 BOYCE RD PS	$1,187.65	
	4/25/2013	170120130409		SERV TO 03/21/13 PLANT	$28,051.34	
150318	4/25/2013	84115	ACCUVANT INC	PLANT IDS AND SIEM, PLANT NTWK SEC 2	$26,898.70	$26,898.70
150283	4/18/2013	800329.6	KJ WOODS CONSTRUCTION INC	SFPUC AT MISSION BLVD & I-680	$25,000.00	$25,000.00

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150349	4/25/2013	20130401	ENFO TECH & CONSULTING INC	ECMS IMPLEMENTATION	$21,150.00	$21,150.00
150247	4/17/2013	76967	FOLGER GRAPHICS	PROP 218 2013	$17,288.54	$17,288.54
150310	4/18/2013	533620130322	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - MAR 2013	$15,514.88	$15,514.88
150351	4/25/2013	53285952	FLEETPRIDE	12 -55 GAL COOLANT FOR GEN OVERHAUL	$12,243.59	$12,243.59
150267	4/18/2013	220705	CITY OF FREMONT	MISC SPOT REPAIRS PHASE 4	$11,459.11	$11,459.11
150341	4/25/2013	1223	COWLEY ENGINEERED MAINTENANCE	PLANNING AND SCHEDULING COURSE - 3 DAYS	$11,004.84	$11,004.84
150452	5/2/2013	9017327676	KEMIRA WATER SOLUTIONS, INC.	7.17 DRY TONS FERROUS CHLORIDE	$5,416.00	$10,930.20
	5/2/2013	9107327106		7.30 DRY TONS FERROUS CHLORIDE	$5,514.20	
150301	4/18/2013	901161823	SIEMENS INDUSTRY INC	2,320 GALS HYDROGEN PEROXIDE	$10,161.60	$10,161.60
150481	5/2/2013	544649	UNIVAR USA INC	4,869 GALS SODIUM HYPOCHLORITE	$2,402.40	$9,819.81
	5/2/2013	545586		5,012 GALS SODIUM HYPOCHLORITE	$2,472.96	
	5/2/2013	544217		5,010 GALS SODIUM HYPOCHLORITE	$2,471.98	
	5/2/2013	544452		5,011 GALS SODIUM HYPOCHLORITE	$2,472.47	
150478	5/2/2013	901189984	SIEMENS INDUSTRY INC	2,142 GALS HYDROGEN PEROXIDE	$9,381.96	$9,381.96
150324	4/25/2013	20130422	AUTOMATED NETWORK CONTROLS	SCADA / PLC PROGRAMMING SERVICES	$1,845.38	$9,293.73
	4/25/2013	323		BOYCE ROAD LIFT STATION	$628.06	
	4/25/2013	324		THICKENER 3 & 4 REHABILITATION	$2,260.29	
	4/25/2013	322		HEADWORKS & EMERGENCY OUTFALL	$4,560.00	
150284	4/18/2013	7497	LOOKINGPOINT INC	FY13 REMOTE SITE RANDR	$9,083.28	$9,083.28

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150270	4/18/2013	71120	GHD INC	BOYCE ROAD LIFT STATION	$8,263.75	$8,263.75
150390	4/25/2013	901169894	SIEMENS INDUSTRY INC	1,873 GALS HYDROGEN PEROXIDE	$8,203.74	$8,203.74
150347	4/25/2013	16232	DOUGLAS PRODUCTS AND PACKAGING	24 SANAFOAM VAPOROOTER II, 5 GALLON	$7,922.26	$7,922.26
150412	4/25/2013	2023243	WEST YOST & ASSOCIATES	NEWARK FLAT TOPS AREA SEWER RELOCATION	$1,277.18	$7,713.79
	4/25/2013	2023242		I-680 AT SABERCAT RD SEWER REPLACEMENT	$5,543.98	
	4/25/2013	2023244		VEASY ST SANITARY SEWER	$892.63	
150397	4/25/2013	20130331	STATE BOARD OF EQUALIZATION	SALES & USE TAX 01/13-03/13	$7,559.00	$7,559.00
150308	4/18/2013	542262	UNIVAR USA INC	5,003 GALS SODIUM HYPOCHLORITE	$2,468.51	$7,339.41
	4/18/2013	542258		5,007 GALS SODIUM HYPOCHLORITE	$2,470.48	
	4/18/2013	542428		4,865 GALS SODIUM HYPOCHLORITE	$2,400.42	
150432	5/2/2013	11189949	BROWN & CALDWELL CONSULTANTS	RAS PUMP STATION IMPROVEMENTS	$574.49	$7,288.21
	5/2/2013	11189948		THICKENER 3 AND 4 REHABILITATION	$6,713.72	
150316	4/25/2013	104371	ABC FIRE PROTECTION INC	ANNUAL FIRE EXTINGUISHER SERVICE	$7,243.04	$7,243.04
150407	4/25/2013	13945	V&A CONSULTING ENGINEERS INC	FORCE MAIN IMPROVEMENT	$6,994.00	$6,994.00
150292	4/18/2013	27584	OWEN EQUIPMENT SALES	2 EA VACTOR PARTS	$6,954.14	$6,954.14
150453	5/2/2013	37432220130501	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE - MAY 2013	$6,105.44	$6,105.44

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150256	4/18/2013	236548	CURTIS & TOMPKINS LTD	6 LAB SAMPLE ANALYSIS	$205.00	$6,100.00
	4/18/2013	238144		100 LAB SAMPLE ANALYSIS	$4,185.00	
	4/18/2013	236497		15 LAB SAMPLE ANALYSIS	$790.00	
	4/18/2013	237358		5 LAB SAMPLE ANALYSIS	$240.00	
	4/18/2013	238079		26 LAB SAMPLE ANALYSIS	$350.00	
	4/18/2013	238058		20 LAB SAMPLE ANALYSIS	$330.00	
150363	4/25/2013	9017326503	KEMIRA WATER SOLUTIONS, INC.	7.36 DRY TONS FERROUS CHLORIDE	$5,559.52	$5,559.52
150342	4/25/2013	384569	CUES, INC.	5 DAYS ONSITE TRAINING	$5,553.59	$5,553.59
150282	4/18/2013	9017325685	KEMIRA WATER SOLUTIONS, INC.	7.35 DRY TONS FERROUS CHLORIDE	$5,551.97	$5,551.97
150338	4/25/2013	20130403	COLLISON ENGINEERING	HAYWARD MARSH PERMIT METAL STUDY	$5,485.20	$5,485.20
150380	4/25/2013	116777	R-2 ENGINEERING INC	1 SHAFT DRIVE	$4,046.54	$5,379.65
	4/25/2013	116767		1 GEAR JOINT SHELL	$1,333.11	
150392	4/25/2013	5470348	SIGNET TESTING LABS INC	MISC SPOT REPAIRS PHASE 4	$5,281.00	$5,281.00
150379	4/25/2013	1220	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	$5,250.00	$5,250.00
150280	4/18/2013	18537	IEDA INC	LABOR RELATIONS CONSULTING 4/1 - 6/30/2013	$5,100.00	$5,100.00
150405	4/25/2013	543455	UNIVAR USA INC	4,947 GALS SODIUM HYPOCHLORITE	$2,440.88	$4,914.83
	4/25/2013	543638		5,014 GALS SODIUM HYPOCHLORITE	$2,473.95	
150294	4/18/2013	791268	POLYDYNE INC	42,480 LBS CLARIFLOC WE-539	$4,837.62	$4,837.62

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150288	4/18/2013	34559	METROMOBILE COMMUNICATIONS INC	2 EA SPARE RADIOS FOR CIP TEAM	$1,690.35	$4,771.09
	4/18/2013	34684		PLANT RADIO AUTO DIALER	$2,697.49	
	4/18/2013	34586		1 EA DIGITAL TELEPHONE INTER LICENSE KEY	$383.25	
150374	4/25/2013	9772030403	DAVID M O'HARA ATTY AT LAW	CIP LEGAL - MARCH 13	$488.40	$4,520.40
	4/25/2013	86420130403		GENERAL LEGAL - MAR 13	$4,032.00	
150317	4/25/2013	5978447	ABC IMAGING, INC.	COGENERATION PROJECT	$3,868.88	$4,263.11
	4/25/2013	5978445		RAS PUMP STATION IMPROVEMENTS	$266.70	
	4/25/2013	5978446		I-680 AT SABERCAT RD SEWER REPLACEMENT	$127.53	
150262	4/18/2013	89798	EXAMINETICS	ANNUAL HEARING & RESPIRATORY TEST	$4,050.00	$4,050.00
150337	4/25/2013	25050	COLLICUTT ENERGY SERVICES INC	ASTD GENERATOR PARTS	$4,046.47	$4,046.47
150281	4/18/2013	484692	INDUSTRIAL SAFETY SUPPLY	NEW CALIBRATION GAS FOR ELECTRICIANS	$3,402.60	$3,739.65
	4/18/2013	484717		1 EA HARNESS	$337.05	
150295	4/18/2013	130327	PROSAFE	32 HRS INSPECTIONS & 2.5 HRS CERS INPUT	$3,600.00	$3,600.00
150289	4/18/2013	24798203	MOTION INDUSTRIES INC	1 EA ELECTRIC MOTOR	$3,477.32	$3,478.43
	4/18/2013	24798812		2 PACKS O-RINGS	$1.11	
150332	4/25/2013	6830	CHAMPION PLUMBING	REFUND # 16416	$3,300.00	$3,300.00
150388	4/25/2013	6601	SAN JOSE CONSTRUCTION	REFUND # 16412	$3,300.00	$3,300.00
150399	4/25/2013	6584	SYWEST DEVELOPMENT	REFUND # 16411	$3,300.00	$3,300.00
150417	4/25/2013	6658	SHAOJUAN YANG	REFUND # 16421	$3,300.00	$3,300.00

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150490	5/2/2013	6694	WESTGATE CONSTRUCTION	REFUND # 16436	$3,300.00	$3,300.00
150383	4/25/2013	13359	ROCKWELL ENGINEERING & EQUIP	2 CUTTER BARS	$3,297.99	$3,297.99
150303	4/18/2013	5454105	SIGNET TESTING LABS INC	MISC SPOT REPAIRS PHASE 4	$3,267.75	$3,267.75
150451	5/2/2013	51820	JWC ENVIRONMENTAL LLC	ASTD GASKETS & SEALS	$3,214.81	$3,214.81
150485	5/2/2013	20130501	VISION SERVICE PLAN - CA	MAY 2013 VISION STMT	$3,163.76	$3,163.76
150442	5/2/2013	16093	FUTURE INDUSTRIAL TECHNOLOGIES	ERGONOMICS TRAINING	$1,912.80	$3,116.70
	5/2/2013	16194		ERGONOMICS TRAINING	$1,203.90	
150300	4/18/2013	901164313	SIEMENS INDUSTRY INC	ACTIVATED CARBON CHANGE OUT BULK	$2,994.47	$2,994.47
150312	4/18/2013	21663	VALLEY OIL COMPANY	30 SHELL GADUS S2-V220 TUBES & 3 DRS MOBIL PEGASUS 805	$2,957.45	$2,957.45
150409	4/25/2013	536001	VINCENT ELECTRIC MOTOR CO	REPAIR ELECTRIC MOTOR	$2,935.21	$2,935.21
150269	4/18/2013	825338864	GEXPRO	IFIX ICLIENT RUNTIME SCADA LICENSE	$2,915.67	$2,915.67
150422	5/2/2013	4017275220130417	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/16/13 - FREMONT BLVD	$75.64	$2,882.58
	5/2/2013	4017274120130418		SERV TO: 04/16/13 - FREMONT BLVD	$2,777.08	
	5/2/2013	4017420220130417		SERV TO: 04/16/13 - FREMONT BLVD	$29.86	
150476	5/2/2013	1374	SERVTECH	UPGRADE COMPUTER ON THE ICP SYSTEM	$2,770.13	$2,770.13

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150462	5/2/2013	20130424.2	SHAWN NESGIS	EXP REIMB: PROJECTION SCREEN - CS CREWROOM	$326.41	$2,697.34
	5/2/2013	20130425.2		EXP REIMB: SAFETY TRAINING MATERIALS	$272.83	
	5/2/2013	20130424.1		EXP REIMB: CWEA CONF LODGING, MEALS & BAGGAGE	$1,337.08	
	5/2/2013	20130424.3		EXP REIMB: SAMPLE CS UNIFORM JACKETS	$214.97	
	5/2/2013	20130425.1		EXP REIMB: CS CONST TEAM SAFETY RECOGNITION LUNCH	$546.05	
150398	4/25/2013	213394000	STEVEN ENGINEERING INC	ASTD PARTS & MATERIALS	$2,643.51	$2,643.51
150254	4/18/2013	16806	CDW GOVERNMENT LLC	FY13 NETWORK RANDR	$1,270.00	$2,637.66
	4/18/2013	59090		BOYCE NEW BLDG ROUTER	$1,367.66	
150355	4/25/2013	9092672683	GRAINGER INC	1 EA PRE-MOISTENED RSPTR & EAPT WIPES, PK 10	$21.02	$2,590.52
	4/25/2013	9093918960		3 EA PULSE ARC METAL HALIDE LAMPS	$134.17	
	4/25/2013	9090596672		4 EA CABLE SUPPORT GRIPS	$225.28	
	4/25/2013	9093918978		4 EA WALL PACKS, LED	$1,811.57	
	4/25/2013	9091570656		24 EA SPLICES	$204.19	
	4/25/2013	9095067188		1 EA HID BALLAST KIT	$87.62	
	4/25/2013	9090553463		2 EA MOSTURE BAG	$92.15	
	4/25/2013	9090506107		1 EA INCANDESCENT SEALED BEAM LAMP	$14.52	
150375	4/25/2013	207144	PACHECO BROTHERS GARDENING INC	WEED ABATEMENT WORK APR 2013	$1,055.00	$2,523.00
	4/25/2013	207143		LANDSCAPE MAINTENANCE SERVICES APR 2013	$1,468.00	
150419	5/2/2013	135794	ADVANCED SEALING & SUPPLY	5 EA TEFLON/FIBERGLASS BELT	$2,290.83	$2,290.83

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150315	4/25/2013	59301	3T EQUIPMENT COMPANY INC	4 PIPEPATCH KIT - WINTER	$2,266.94	$2,266.94
150252	4/18/2013	31356	BEECHER ENGINEERING	BOYCE ROAD LIFT STATION	$1,120.00	$2,245.00
	4/18/2013	31357		THICKENER CONTROL BLDG INTERIM	$165.00	
	4/18/2013	31355		MCC REPLACEMENT - PHASE 2	$960.00	
150271	4/18/2013	21325112	GLOBAL KNOWLEDGE TRAINING	GLOBAL KNOWLEDGE TRAINING CLASS - T. JACOB	$2,120.75	$2,120.75
150266	4/18/2013	220617	CITY OF FREMONT	SACGISA	$2,097.68	$2,097.68
150356	4/25/2013	887587.1	GROENIGER AND COMPANY	10 EA PIPE PVC SDR-26 HW TEE 6" X 4" TOTAL	$542.03	$2,058.61
	4/25/2013	887587		PIPE PVC SDR-26 HW TEE 6" X 4" TOTAL	$1,516.58	
150386	4/25/2013	334486	RUGGED OUTFITTERS	24 CARHARTT JACKETS - FMC RECOGNITION	$1,907.92	$1,907.92
150297	4/18/2013	13346	ROCKWELL ENGINEERING & EQUIP	1 IMPELLER 5 1/8"	$1,904.08	$1,904.08
150313	4/18/2013	101113	VDA PRO	SSO WORKFLOW DIAGRAMMING & INTERACTIVE WIREFRAME	$1,800.00	$1,800.00
150415	4/25/2013	1204517859	WRA ENVIRONMENTAL CONSULTANTS	FORCE MAIN CONSTRUCTION	$1,679.25	$1,679.25
150431	5/2/2013	294957	BRENNTAG PACIFIC, INC.	2885 GAL SODIUM HYDROXIDE	$548.73	$1,646.03
	5/2/2013	294956		5769 GAL SODIUM HYDROXIDE	$1,097.30	
150293	4/18/2013	20130415	JOE PEREIRA	COMPUTER NOTE	$1,612.27	$1,612.27
150277	4/18/2013	20130411	HASLER INC.	POSTAGE BY PHONE	$1,500.00	$1,500.00
150387	4/25/2013	2226688001	S & S SUPPLIES & SOLUTIONS	20 BXS COLD PACKS & 60 HARD HATS	$1,463.36	$1,463.36
150457	5/2/2013	20130501	MICHAEL MARZANO	EXP REIMB: CWEA ANNUAL CONFERENCE	$1,439.90	$1,439.90
150357	4/25/2013	69008	HAGERMAN & COMPANY INC	AUTOCAD TRAINING - WILSON WONG	$1,430.00	$1,430.00

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150381	4/25/2013	8200000006437	RED WING SHOE STORE	SAFETY SHOES - CS, EC, TPO & FMC	$1,411.26	$1,411.26
150475	5/2/2013	20130426	RANDY SCHWARTZ	EXP REIMB: CWEA ANNUAL CONFERENCE	$1,346.78	$1,346.78
150339	4/25/2013	68947	COMMERCIAL MAINTENANCE CHEMICA	FLOATING LIFTSTATION DEGREASER	$1,309.62	$1,309.62
150458	5/2/2013	50907090	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	$751.61	$1,294.56
	5/2/2013	50674743		1 EA RECHARGEABLE NICAD BATTERY PACK	$27.82	
	5/2/2013	50902345		1 EA WTER-POWERED DRAIN CLEANER	$258.58	
	5/2/2013	50637549		4 EA SAFETY VESTS	$101.17	
	5/2/2013	50563898		2 EA SEALED-BEAM LGIHT BULBS	$67.29	
	5/2/2013	50546095		1 EA MULTIPURPOSE ALUMINUM	$88.09	
150346	4/25/2013	39DWRN1	DELL MARKETING LP C/O DELL USA	1 Q3 LAPTOP	$1,225.86	$1,225.86
150345	4/25/2013	20130423	MANUEL DEL TORO	TRAVEL REIMB: CWEA ANNUAL CONFERENCE	$1,225.11	$1,225.11
150433	5/2/2013	86165	CDW GOVERNMENT LLC	1 DMZ SWITCH RACK MOUNT KIT	$53.38	$1,204.32
	5/2/2013	14161		CREDIT FY13 NETWORK RANDR	$-1,860.41	
	5/2/2013	77896		MICROSOFT MSDN ANNUAL SUBSCRIPTION	$2,029.01	
	5/2/2013	15674		BOYCE NEW BLDG ROUTER	$747.34	
	5/2/2013	47764		BOYCE NEW BLDG ROUTER	$474.00	
	5/2/2013	73604		CREDIT FY13 NETWORK RANDR	$-239.00	
150463	5/2/2013	20130501	DAVID M. O'HARA - REIMB	EXP REIMB: CASA CONFERENCE - NEWPORT BEACH	$1,188.36	$1,188.36

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150439	5/2/2013	238425	CURTIS & TOMPKINS LTD	5 LAB SAMPLE ANALYSIS	$425.00	$1,175.00
	5/2/2013	238422		15 LAB SAMPLE ANALYSIS	$750.00	
150362	4/25/2013	3344	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE MAR 2013	$656.38	$1,159.72
	4/25/2013	103907441		DATA/MEDIA OFF-SITE STORAGE MAR 2013	$225.12	
	4/25/2013	1811		OFF-SITE STORAGE AND SERVICE MAR 2013	$278.22	
150264	4/18/2013	107571.2	FLETCHER'S PLUMBING&CONTR INC	NEWARK BACKYARD SS RELOCATION PILOT STUD	$1,140.00	$1,140.00
150290	4/18/2013	5338076	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 03/17/13	$1,080.00	$1,080.00
150372	4/25/2013	5338741	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 03/24/13	$1,080.00	$1,080.00
150461	5/2/2013	5339406	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 03/31/13	$1,080.00	$1,080.00
150446	5/2/2013	893645	GROENIGER AND COMPANY	REPAIR PIPE & FITTINGS	$1,024.78	$1,024.78
150384	4/25/2013	20130423	JOSE RODRIGUES JR	EXP REIMB: CWEA ANNUAL CONFERENCE	$1,023.85	$1,023.85
150436	5/2/2013	20130328	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	$994.72	$994.72
150438	5/2/2013	20130424	FRANK COUTO	EXP REIMB: LODGING, TRAVEL & MEALS FOR CWEA CONF	$951.54	$951.54
150285	4/18/2013	3723603	MALLORY SAFETY AND SUPPLY LLC	ASTD GLOVES	$696.97	$937.90
	4/18/2013	3723604		10 EA REFLECTIVE VESTS	$169.74	
	4/18/2013	3722500		1 CS PURELL SANITIZING WIPES	$71.19	
150344	4/25/2013	20130423	ANTHONY DEJESUS	TRAVEL REIMB: CWEA ANNUAL CONFERENCE	$929.12	$929.12
150327	4/25/2013	486000607200	SONA BASRA	SEWER SERVICE CHARGE REFUND	$913.72	$913.72
150378	4/25/2013	20130422	JOHN POWELL	EXP REIMB: CWEA ANNUAL CONFERENCE	$854.12	$854.12

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150251	4/18/2013	621207	BAY AREA NEWS GROUP EAST BAY	AD: I-680 AT SABERCAT RD SEWER	$835.76	$835.76
150491	5/2/2013	1857735001	WHCI PLUMBING SUPPLY CO	2 SLOAN BATT LAV FCT	$833.82	$833.82
150364	4/25/2013	20130422	DEBORAH KULL	EXP REIMB: CMTA CONFERENCE	$819.31	$819.31
150299	4/18/2013	6462	RAMANDEEP SANDHU	REFUND # 16398	$800.00	$800.00
150389	4/25/2013	20130423	JAMES SCHOFIELD	EXP REIMB: CWEA ANNUAL CONFERENCE	$783.11	$783.11
150459	5/2/2013	50892	METROMOBILE COMMUNICATIONS INC	SERVICE - INSTALL RADIO CONTROL STATIONS	$310.95	$782.85
	5/2/2013	34739		ASTD RADIO EQUIPMENT BELT LOOPS & CASES	$471.90	
150296	4/18/2013	9204366	QUIKRETE NORTHERN CALIFORNIA	112 BGS 60# BLACKTOP PATCH	$777.98	$777.98
150274	4/18/2013	8212666	HACH COMPANY	3 EA COD DIGESTION VIALS, PK/150	$717.95	$776.77
	4/18/2013	8217619		1 PACK BOD NUTRIENT BUFFER PILLOWS 6 ML	$58.82	
150358	4/25/2013	1351373	HANSON AGGREGATES INC	10.3 TONS 1/2 MED TYPE A	$768.89	$768.89
150373	4/25/2013	2035403	NEWARK CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL	$765.00	$765.00
150456	5/2/2013	3726392	MALLORY SAFETY AND SUPPLY LLC	ASTD GLOVES & VESTS	$549.14	$762.12
	5/2/2013	3727350		3 PRS ASTD BOOTS	$136.33	
	5/2/2013	3726742		10 BOXES DISPOSABLE GLOVES	$76.65	
150249	4/18/2013	3031940	ALPHA ANALYTICAL LABORATORIES	109 LAB SAMPLE ANALYSIS	$747.00	$747.00
150420	5/2/2013	130401272	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 70 2ND FLOOR CONTROL ROOM	$335.00	$744.46
	5/2/2013	130401268		SERVICE CALL: ADMIN BLDG COPY ROOM	$409.46	
150448	5/2/2013	74807	HI TECH PRESSURE WASHERS	REPAIR PARTS WASHER	$744.30	$744.30

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150395	4/25/2013	91000278	SPX FLOW TECHNOLOGY USA INC	1 FILTER CARTRIDGE GAS PARTICLE DOLLINGER	$737.03	$737.03
150465	5/2/2013	20130501	PETTY CASH	PETTY CASH REPLENISHMENT	$733.49	$733.49
150305	4/18/2013	20130416	JENNIFER SIO-KWOK	COMPUTER NOTE	$732.50	$732.50
150331	4/25/2013	293389	BRENNTAG PACIFIC, INC.	3846 GAL SODIUM HYDROXIDE	$731.54	$731.54
150325	4/25/2013	13015	BALANCE ENGINEERING CO	SCRUBBER 16 & 17 BALANCING	$727.50	$727.50
150429	5/2/2013	9783330	BLAISDELL'S	ASTD OFFICE SUPPLIES	$33.51	$716.60
	5/2/2013	9781550		ASTD OFFICE SUPPLIES	$87.06	
	5/2/2013	9781670		1 TONER CARTRIDGE	$183.72	
	5/2/2013	9779260		ASTD OFFICE SUPPLIES	$177.88	
	5/2/2013	9785540		ASTD OFFICE SUPPLIES	$62.37	
	5/2/2013	9784830		4 BX - LTR LAM POUCH	$65.48	
	5/2/2013	9781960		ASTD OFFICE SUPPLIES	$106.58	
150470	5/2/2013	1011041	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	$685.90	$685.90
150425	5/2/2013	87896581203252013	AT&T	SERV: 02/18/13-03/17/13	$679.06	$679.06
150353	4/25/2013	9276	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: MAR 2013	$630.00	$630.00
150335	4/25/2013	29272	CLAREMONT BEHAVIORAL SERVICES	MAY 2013 EAP PREMIUM	$625.60	$625.60
150400	4/25/2013	22759	TELEDYNE ISCO INC	1 SUCTION LINE VINYL 1/4 INCH 500 FEET	$261.53	$611.78
	4/25/2013	22949		1 SUCTION LINE VINYL 3/8 INCH 500 FEET	$350.25	
150275	4/18/2013	1348592	HANSON AGGREGATES INC	8.12 tons 1/2 med type a ac	$607.30	$607.30

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150365	4/25/2013	20130423	DAVID LIVINGSTON	EXP REIMB: CWEA CONFERENCE	$584.45	$584.45
150276	4/18/2013	3G1469	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	$327.64	$574.64
	4/18/2013	3G1388		1 EA GUN ELEC HEAT & 10 EA ELBOWS	$247.00	
150272	4/18/2013	9085972744	GRAINGER INC	6 EA COIN CELL 1616 LITHIUM, 3V	$14.64	$572.78
	4/18/2013	9084183699		3 EA QUARTZ METAL HALIDE LAMPS	$88.80	
	4/18/2013	9086825636		ASTD PARTS & MATERIALS	$123.01	
	4/18/2013	9088095808		1 EA OCC SENSOR	$85.36	
	4/18/2013	9088220950		8 EA BATTERY, SEALED LEAD ACID	$113.01	
	4/18/2013	9085274455		6 EA COIN CELL 1616 LITHIUM 3V	$14.71	
	4/18/2013	9086825644		ASTD 3M SERIES HALF MASKS	$133.25	
150393	4/25/2013	20130422	LARRY SIMMERS	EXP REIMB: CWEA ANNUAL CONFERENCE	$563.32	$563.32
150411	4/25/2013	29002	WECO INDUSTRIES LLC	REPAIR CUES CAMERA	$560.90	$560.90
150343	4/25/2013	238285	CURTIS & TOMPKINS LTD	30 LAB SAMPLE ANALYSIS	$495.00	$555.00
	4/25/2013	238255		1 LAB SAMPLE ANALYSIS	$60.00	
150319	4/25/2013	9909053344	AIRGAS NCN	CYLINDER RENTAL	$531.30	$531.30
150416	4/25/2013	67339813	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	$196.71	$521.56
	4/25/2013	67339811		MTHLY MAINTENANCE BASED ON USE	$48.47	
	4/25/2013	67339810		MTHLY MAINTENANCE BASED ON USE	$95.35	
	4/25/2013	67339809		MTHLY MAINTENANCE BASED ON USE	$181.03	

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150370	4/25/2013	50122200	MCMASTER SUPPLY INC	2 EA RECHARGEABLE BATTERY PACKS	$44.88	$519.02
	4/25/2013	50369227		1 PACK HEX HEAD CAP SCREWS	$19.23	
	4/25/2013	50162541		ASTD PARTS & MATERIALS	$126.93	
	4/25/2013	50484231		ASTD PARTS & MATERIALS	$327.98	
150360	4/25/2013	11378	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	$512.90	$512.90
150435	5/2/2013	20130425	WADE COGGINS	EXP REIMB: REGIS FEE FOR ADV ACTIVATED SLUDGE TRNG	$504.90	$504.90
150455	5/2/2013	20130425	ANTHONY LULLO	EXP REIMB: REGIS FEE - ADV ACTIVATED SLUDGE PROCESS	$504.90	$504.90
150260	4/18/2013	6840	ERS INDUSTRIAL SERVICES	REFUND # 16390	$500.00	$500.00
150261	4/18/2013	6855	EVENFLOW PLUMBING CO. INC.	REFUND # 16396	$500.00	$500.00
150268	4/18/2013	6837	FRESH AIR MECHANICAL	REFUND # 16395	$500.00	$500.00
150286	4/18/2013	6790	PIN PIN MAUNG	REFUND # 16389	$500.00	$500.00
150306	4/18/2013	6861	STREAMLINE PLUMBING & DRAIN	REFUND # 16391	$500.00	$500.00
150307	4/18/2013	6284	THOMAS LEYDEN CONSTRUCTION	REFUND # 16163	$500.00	$500.00
150366	4/25/2013	7525	LOOKINGPOINT INC	MONTHLY PREMIER SUPPORT - APR 2013	$500.00	$500.00
150377	4/25/2013	6832	PIPE CAM INC	REFUND # 16413	$500.00	$500.00
150414	4/25/2013	6714	ALEX WONG	REFUND # 16420	$500.00	$500.00
150418	5/2/2013	6680	ABOVE ALL PLUMBING, INC.	REFUND # 16430	$500.00	$500.00
150464	5/2/2013	6881	ARMANDO CALMO PEREZ	REFUND # 16429	$500.00	$500.00
150447	5/2/2013	8236049	HACH COMPANY	2 PACKS COD DIGESTION VIALS	$481.28	$481.28

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150298	4/18/2013	2233182001	S & S SUPPLIES & SOLUTIONS	2 BXS EAR PLUGS & 10 RESPIRATOR FILTER RETAINERS	$175.42	$464.74
	4/18/2013	2231141001		ASTD SAFETY SUPPLIES	$289.32	
150413	4/25/2013	22449	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	$456.00	$456.00
150449	5/2/2013	600641100	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	$165.45	$447.17
	5/2/2013	600641101		ASTD JANITORIAL SUPPLIES	$281.72	
150334	4/25/2013	39846	CITYLEAF INC	PLANT MAINTENANCE - APR 2013	$437.13	$437.13
150382	4/25/2013	211640	RKI INSTRUMENTS INC	GX-2009 SERVICE & PARTS	$433.86	$433.86
150371	4/25/2013	269118	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - APRIL 2013	$431.43	$431.43
150394	4/25/2013	20130422	ROBERT SIMONICH	EXP REIMB: CWEA ANNUAL CONFERENCE	$430.10	$430.10
150489	5/2/2013	8875	WESTERN MACHINE & FAB INC	INSTALL ROLL PINS PER DRAWING	$80.00	$419.45
	5/2/2013	8877		MFG SAMPLE PUMP SHAFT PER SAMPLE	$339.45	
150408	4/25/2013	21586	VALLEY OIL COMPANY	20 TUBES SYNTHETIC & 40 TUBES ALLIANCE GREASE	$415.01	$415.01
150333	4/25/2013	1035508	CHEMSEARCH	2 DZ ELECTRICAL SOLVENT	$368.05	$368.05
150255	4/18/2013	130340	CLARK'S HOME AND GARDEN INC	1YD CONCRETE 6SK	$146.06	$365.51
	4/18/2013	130267		1YD CONCRETE 6SK	$219.45	
150369	4/25/2013	91758	MCINERNEY & DILLON, P.C.	LEGAL SERVICES: I-680 AT SABERCAT RD SEWER REPLACEMENT	$350.00	$350.00
150474	5/2/2013	1512668003	SAN LEANDRO ELECTRIC SUPPLY	4 LAMPS MINIATURE 15W 145V	$21.57	$348.40
	5/2/2013	1512668002		ASTD LAMPS (MINI, FLOURESCENT & MULTI VAPOR)	$219.52	
	5/2/2013	1512773001		10 STUB SPLICE INSULATORS	$107.31	

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150278	4/18/2013	600627163	HILLYARD/SAN FRANCISCO	6 CS PAPER TOWELS & 2 CS TISSUES	$346.72	$346.72
150471	5/2/2013	20130501	ADRIANNE ROLETTO	EXP REIMB: RYUTO RETIREMENT GIFT	$345.00	$345.00
150479	5/2/2013	20130501	SWRCB - CERTIFICATIONS	GRADE V CERT RENEW-SIMMERS	$340.00	$340.00
150402	4/25/2013	1042096836	THYSSENKRUPP ELEVATOR - 042	MONITORING APR 2013 - APR 2014	$336.04	$336.04
150330	4/25/2013	9772570	BLAISDELL'S	ASTD OFFICE SUPPLIES	$327.35	$327.35
150482	5/2/2013	9853143	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 04/06/13	$325.20	$325.20
150426	5/2/2013	149878	BAY CENTRAL PRINTING	BUSINESS CARDS: EC 5 EMPLOYEES/FMC 1 EMPLOYEE	$320.75	$320.75
150259	4/18/2013	38215	DATCO	APR 2013 SERVICE FEE	$309.40	$309.40
150265	4/18/2013	92	FORMULA DESIGN	WEBSITE MAINTENANCE	$300.00	$300.00
150391	4/25/2013	901180787	SIEMENS WATER TECHNOLOGY	DI WATER SERVICE	$300.00	$300.00
150428	5/2/2013	15774700	BECK'S SHOES	SAFETY SHOES - C. COURTEMANCHE/J. SOTO	$291.54	$291.54
150469	5/2/2013	54505	ROAD RUNNER GLASS & MIRROR INC	SUPPLY & INSTALL 1/4" WIRE GLASS	$285.20	$285.20
150287	4/18/2013	49653156	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	$284.91	$284.91
150424	5/2/2013	2864	APPLIED INDUSTRIAL TECHNOLOGIE	12 BELTS	$281.26	$281.26
150320	4/25/2013	4088644120130408	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/08/13 - BOYCE ROAD	$263.11	$263.11
150302	4/18/2013	901166700	SIEMENS WATER TECHNOLOGY	DI WATER SERVICE	$247.72	$247.72
150385	4/25/2013	20130423	JAMIE ROJO	TRAVEL ADVANCE - TYLER CONFERENCE	$225.00	$225.00
150403	4/25/2013	180391713	TRENCH PLATE RENTAL COMPANY	TRENCH PLATE RENTAL	$221.20	$221.20
150311	4/18/2013	20130401	USA MOBILITY WIRELESS INC	APRIL 2013 PAGER SERVICE	$212.72	$212.72

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150423	5/2/2013	36178	ALLIED PACKING AND SUPPLY CO	30 GASKETS	$207.05	$207.05
150304	4/18/2013	20130412	LARRY SIMMERS	EXP REIMB: MONTEREY REGIONAL TREATMENT	$188.46	$188.46
150487	5/2/2013	20130426	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP D DRAKE	$187.00	$187.00
150488	5/2/2013	20130430	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP T GRILLO	$187.00	$187.00
150258	4/18/2013	20130325.25	DALE HARDWARE INC	03/13 - ASTD PARTS & MATERIALS	$186.71	$186.71
150483	5/2/2013	44904	VALLEY POWER SYSTEMS NORTH INC	12 GASKETS VALVE COVER	$185.01	$185.01
150444	5/2/2013	1175310005	GLACIER ICE COMPANY INC	144 7LB BAGS OF ICE	$184.32	$184.32
150321	4/25/2013	5074687	ALL INDUSTRIAL ELECTRIC SUPPLY	1 2-IN SEALTITE 45D CONN	$177.39	$177.39
150263	4/18/2013	117444	FASTENAL	ASTD PARTS & MATERIALS	$176.87	$176.87
150480	5/2/2013	1046982	TOTAL FILTRATION SERVICES INC	100 20X20 SM34 PADS	$176.29	$176.29
150326	4/25/2013	133149	BARNETT MEDICAL SERVICES LLC	100 LBS PHARMACEUTICAL WASTE REMOVAL	$174.00	$174.00
150460	5/2/2013	24799464	MOTION INDUSTRIES INC	ASTD COUPLINGS	$172.11	$172.11
150427	5/2/2013	2596	BAY POWER LLC	ASTD GEN PARTS	$171.67	$171.67
150309	4/18/2013	9853123	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/23/13	$168.76	$168.76
150445	5/2/2013	9097414875	GRAINGER INC	3 EA METAL HALIDE LAMPS	$91.88	$165.15
	5/2/2013	9099755085		1 EA GRINDING WHEEL	$73.27	
150401	4/25/2013	453336030	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - APRIL	$159.00	$159.00
150396	4/25/2013	6874	STAR ROOTER AND PLUMBING	REFUND # 16414	$150.00	$150.00
150472	5/2/2013	22333182002	S & S SUPPLIES & SOLUTIONS	60 AZTEC BROWN SAFETY GLASSES	$143.23	$143.23

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150350	4/25/2013	132694300	ENTERPRISE GOV 43-1514861	RENTAL: S. NESGIS, FORT LAUDERDALE FL	$139.85	$139.85
150367	4/25/2013	3725215	MALLORY SAFETY AND SUPPLY LLC	3 PR MENS BOOTS	$136.33	$136.33
150440	5/2/2013	20130501	KATHRYN DESTAFNEY	EXP REIMB: LUNCH - MGMT MEETING 5/01/13	$129.00	$129.00
150406	4/25/2013	9853133	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/30/13	$125.33	$125.33
150477	5/2/2013	779135541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	$115.71	$115.71
150410	4/25/2013	8053529406	VWR INTERNATIONAL LLC	2 BXS HYDROGEN SULFUR DETECTOR TUBES	$115.37	$115.37
150437	5/2/2013	20130425	MITCHELL COSTELLO	EXP REIMB: MEALS FOR ANNUAL CWEA CONF	$111.17	$111.17
150336	4/25/2013	20130424	WADE COGGINS	TRAVEL REIMB: CWEA ANNUAL CONFERENCE	$107.35	$107.35
150450	5/2/2013	267437554	IDEXX DISTRIBUTION INC	1 EA SIMPLATE HPC	$105.64	$105.64
150404	4/25/2013	8411	TRI-CITY OFFICE MACHINES	SERVICE CIP TYPEWRITER	$99.50	$99.50
150352	4/25/2013	20130424	MAURICE FORTNER	REG REIMB: FUNDAMENTALS OF SUPERVISION WATER INDUSTRY	$99.00	$99.00
150430	5/2/2013	20130425	LAURIE BRENNER	EXP REIMB: MEALS FOR ANNUAL CWEA CONF	$96.31	$96.31
150257	4/18/2013	20130412	CWEA-NRTC	WORKSHOP REG: L. SIMMERS	$95.00	$95.00
150250	4/18/2013	1693081	ANALYSTS INC	4 LAB SAMPLE ANALYSIS	$88.00	$88.00
150329	4/25/2013	20130419	JUDI BERZON	MILEAGE REIMB: LABOR RELATIONS WORKSHOPS	$85.88	$85.88
150443	5/2/2013	15562220130411	GFOA-GOV FIN OFFICERS ASSOC	TREASURY MGMT NEWSLETTER SUBSCRIPTION	$85.00	$85.00
150291	4/18/2013	1300267	NEWARK UNIFIED SCHOOL DISTRICT	ROOM RENTAL: GRAHAM ELEMENTARY	$82.54	$82.54
150473	5/2/2013	85340220130423	SAN FRANCISCO WATER DEPT	SERVICE 03/21/13 TO 04/19/13	$81.70	$81.70

UNION SANITARY DISTRICT
CHECK REGISTER
04/13/2013-05/03/2013

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
150468	5/2/2013	20130426.2	LOUIS RIVERA III	EXP REIMB: CWEA ANNUAL CONFERENCE	$132.54	$81.64
	5/2/2013	20130426.1		EXP REIMB: CWEA CONF LESS TRAVEL ADVANCE	$-50.90	
150248	4/18/2013	20130412	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENT INS-BAYWORKS SEMINAR	$81.00	$81.00
150484	5/2/2013	9703131114	VERIZON WIRELESS	WIRELESS SERV 03/13/13-04/12/13	$73.12	$73.12
150323	4/25/2013	20130422	MICHAEL AUER	TRAVEL REIMB: CWEA ANNUAL CONFERENCE	$63.44	$63.44
150454	5/2/2013	20130501	DAVID LIVINGSTON	EXP REIMB: EMPLOYEE RECOGNITION LUNCH	$59.01	$59.01
150359	4/25/2013	3G1600	HARRINGTON INDUSTRIAL PLASTICS	2 EA ELBOWS @ 1 EA BUSHING	$31.75	$58.53
	4/25/2013	3G1599		20 EA BUSHINGS	$26.78	
150354	4/25/2013	171917887	FREMONT URGENT CARE CENTER	1 DOT PHYSICAL	$57.00	$57.00
150441	5/2/2013	615320130418	DISH NETWORK	MAY 2013 - SERVICE FEE	$54.86	$54.86
150314	4/18/2013	8053410908	VWR INTERNATIONAL LLC	2 PRESSURE LOGR BAT LI 1/2AA	$50.15	$50.15
150328	4/25/2013	149801	BAY CENTRAL PRINTING	EDIT BUSINESS CARD TEMPLATE FOR EMAIL ADDRESS - CA.GOV	$50.00	$50.00
150467	5/2/2013	56123	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MAY 2013	$48.95	$48.95
150486	5/2/2013	8053561961	VWR INTERNATIONAL LLC	1 ACETATE BUFFER & 1 IODINE 0.282	$45.10	$45.10
150421	5/2/2013	1192	ALAMEDA COUNTY TREASURER	12 ASSESSOR'S MAPS	$36.00	$36.00
150434	5/2/2013	370528	CHEMETRICS INC	1 FORMALDEHYDE KIT	$35.44	$35.44
150368	4/25/2013	3667389	MATHESON TRI-GAS INC	CYLINDER RENTAL - MAR 2013	$33.84	$33.84
150361	4/25/2013	5381278	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	$27.00	$27.00

UNION SANITARY DISTRICT
CHECK REGISTER
04/13/2013-05/03/2013

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
150253	4/18/2013	9768540	BLAISDELL'S	1 PK 10 TAB INDEX	$9.06	$25.65
	4/18/2013	9765160		ASTD OFFICE SUPPLIES	$16.59	
150279	4/18/2013	5379822	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	$3.85	$3.85

Invoices:

Credit Memos :	3	-2,150.31
$0 - $1,000 :	226	69,812.47
$1,000 - $10,000 :	103	330,693.80
$10,000 - $100,000 :	17	354,766.35
Over $100,000 :	2	514,133.37
Total:	351	1,267,255.68

Checks:

$0 - $1,000 :	142	54,100.99
$1,000 - $10,000 :	87	322,188.48
$10,000 - $100,000 :	14	376,832.84
Over $100,000 :	2	514,133.37
Total:	245	1,267,255.68

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager/ District Engineer

David M. O'Hara
Attorney

DATE: May 8, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager
Sami Ghossain, CIP Coach
Raymond Chau, Principal Engineer

SUBJECT: Agenda Item No. 24 - Meeting of May 13, 2013
AUTHORIZING THE GENERAL MANAGER TO APPROVE A PURCHASE ORDER WITH ANDRITZ SEPARATION INC. FOR THE UPGRADE OF THE CENTRIFUGE CONTROLS EQUIPMENT

Recommendation

Staff recommends the Board authorize the General Manager to approve a purchase order with Andritz Separation Inc. in the amount of $190,000 for the upgrade of the centrifuge controls equipment.

The funds for this purchase order are available in the FMC work group's expenditure control budget in FY 13.

Background

The Alvarado Wastewater Treatment Plant utilizes four centrifuges, installed in 2003, to dewater biosolids prior to hauling off-site for land application, composting, and alternative daily cover at a landfill. The centrifuges operate at high speed to separate water from the biosolids to achieve biosolids cake concentration of 23-25%. The objective is to achieve a high cake percentage in order to reduce the disposal cost of the dewatered biosolids and to reduce the volume of solids in the separated water that returns to the plant process.

Each centrifuge comprises of two motors and two variable frequency drives (VFD) to separately rotate the bowl and screw conveyor in the water-biosolids separation process. Staff can monitor and adjust the settings of each centrifuge through a dedicated programmable logic controller (PLC) and operator interface terminal (OIT).

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Proposed Work

During the past few months, the VFDs at Centrifuge No. 3 have had intermittent faults that have caused the centrifuge to be non-operable. Staff investigated and discovered that the VFD was obsolete and that replacement components were no longer supported and maintained by the manufacturer. Since the VFDs on the other centrifuges were installed at the same time, staff believes it is critical to replace all eight centrifuge VFDs so that we can maintain reliable operation of this key treatment plant process.

The PLC and OIT of each PLC were installed originally with the centrifuge equipment. The PLC processor module is the older generation and needs to be replaced with the new generation of processor modules in order to utilize the most current operating system by the PLC manufacturer. This would ensure that the PLC remains supported by the manufacturer and that any PLC operational and security measures are maintained and up-to-date. The OIT was installed with the centrifuge and PLC and should be upgraded as well due to its age.

Staff believes Andritz is the best vendor to replace the equipment and to upgrade the controls. Andritz was the manufacturer of the existing centrifuges and had provided the existing VFDs, PLCs, and OITs. By contracting directly with Andritz, it would ensure the centrifuge controls will conform to their standards and the District's performance criteria.

Staff received a preliminary quotation from Andritz and is in the process of reviewing and negotiating the terms and costs. The final cost of the work is expected to be $190,000, including sales tax. The purchase order with Andritz will include the following scope items:

1. Procurement of eight (8) VFDs, four (4) PLCs, and four (4) OITs.
2. Removal of existing equipment, installation and wiring of new equipment, engineering documentation, programming services, functional testing, and start-up services.

Staff recommends the Board authorize the General Manager to approve a purchase order with Andritz Separation Inc. in the amount of $190,000 for the upgrade of the centrifuge controls equipment.

RBC/JG/SG/RC;mp

CENTRAL VALLEY BUSINESS TIMES

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Mammoth modern marvel manifests in Merced

MERCED
May 2, 2013 9:00pm

- **A technological marvel that is unrivaled in North America, city says**
- **"Merced now produces recycled water and fertilizer that is safe"**

The final stage of the city of Merced's Wastewater Treatment Facility is to be dedicated at 10 a.m. Friday at 10260 Gove Road.

The new "Solids Handling Facility" is a technological marvel that is unrivaled in North America, the city says, and turns the sewage of Merced residents into high-grade fertilizer.

"Instead of simply disposing of our sewage, Merced now produces recycled water and fertilizer that is safe for the environment and is used for agricultural production," says Michael Wegley, director of Water Resources and Reclamation for the city.

The key to the latest phase is the solar dryer covering 1.7 acres, the largest in North America. The seven greenhouse bays have robotic moles that work the sludge until the material has dried and can be used on feed crops. It takes about seven to ten days for the biosolids to dry in the summer and 20 to 25 days to dry in the winter in the "Active Solar Dryers," as the greenhouses are called.

The upgrade, which began 15 years ago with the initial planning and design work, has resulted in a plant with 12 million gallon a day capacity and EPA rated Class A biosolid fertilizers.

Other features of the new upgrade include:

- A balloon bladder measuring 60 feet in diameter that holds methane that is generated at the plant until it is recycled and used to fuel the boilers.
- A 600,000 gallon solids holding tank that is 56 feet in diameter and stands 33 feet tall.
- A centrifuge building containing two centrifuges, each capable of producing sludge cake at a rate of 400 gallons per minute.
- Installing an EPA-compliant methane gas fueled boiler used to heat the anaerobic digesters, saving approximately $4,000 to $6,000 and reducing the carbon footprint.

The original facility was built in 1977 when Merced was a city of about 35,000 residents. The last phase cost $27.4 million. The entire upgrade includes tertiary treatment of the sewage and ultraviolet light disinfection of the effluent to avoid the use of chemicals. It also includes upgrading pumping equipment, screens and aeration basins. The water discharged into the Harley Slough is as close to drinking water standards as possible, the city says.

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The New York Times

April 30, 2013

Report Cites Large Release of Sewage From Hurricane Sandy

By MICHAEL SCHWIRTZ

Over 10 billion gallons of raw and partly treated sewage gushed into waterways and bubbled up onto streets and into homes as a result of Hurricane Sandy — enough to cover Central Park in a 41-foot-high pile of sludge, a nonprofit research group said in a report released on Tuesday.

The group, Climate Central, said about 94 percent of the sewage flowed into rivers, canals and bays in New York and New Jersey, the states hit hardest by the storm that came ashore six months ago. In New York City alone, 1.6 billion gallons spilled into area waterways.

Alyson Kenward, the principal author of the report, said in a teleconference that rising seas and strengthening storms, a result of climate change, could increase the threat of similar spills in the future. She urged an overhaul of the region's wastewater infrastructure.

"Our sewage infrastructure isn't designed to handle this type of storm surge," Dr. Kenward said.

Hurricane Sandy exposed serious shortcomings in the region's infrastructure. Dunes were breached, and subway lines and tunnels were flooded. After the storm, gasoline was often difficult to find, and electricity in some places was out for weeks.

The region's wastewater treatment facilities, almost all of which are in low-lying areas near bodies of water, proved to be particularly vulnerable.

To remain operational, treatment facilities must continuously cycle water, bringing in untreated waste and expelling cleaned water into rivers and canals. Hurricane Sandy's storm surge swamped motors and shorted out electrical equipment in some plants, halting the flow and forcing sewage to back up and leak. Other facilities were simply overwhelmed by the volume of water coming through the system.

The Climate Central report, which is accompanied by an interactive map, found that about one-third of the overflow — nearly 3.45 billion gallons — was untreated sewage. The rest was partly treated, meaning it was filtered to some extent and was perhaps chlorinated.

The group collected data provided by government agencies and plant operators from eight states affected by Hurricane Sandy, as well as from the District of Columbia.

In New York, the Bay Park Sewage Treatment Plant on Long Island was probably the hardest hit, according to the report. As much as 2.2 billion gallons of partly treated sewage poured into the Rockaway Channel until the plant was fully brought online nearly two months after the late-October storm, the report said. Over a billion gallons of untreated sewage flowed into the Hudson River from the Yonkers Joint Wastewater Treatment plant, in Westchester County.

Michael Martino, a spokesman for the Nassau County Department of Public Works, said the Bay Park plant began processing and partially treating sewage within 40 hours after it shut down and was fully compliant with regulations by mid-December. On average, Mr. Martino said, the plant processes 52 million gallons a day.

Permanent repairs to the plant are expected to cost $600 million, including the cost of raising pumps and motors and other measures to protect against future storms, he said. Officials plan to spend another $400 million to $800 million to improve defenses for wastewater facilities countywide.

In the majority of cases, the report said, storm surge was responsible for the damage. But in Washington, it was heavy rainfall that overwhelmed one treatment plant, causing 475 million gallons of contaminated runoff and untreated sewage to flow into the Anacostia River.

The damage has run into the billions of dollars. In New York, Gov.Andrew M. Cuomoinitially estimated that about $1.1 billion would be needed to repair treatment plants.

The environmental impact has been more difficult to evaluate. Currents and tides most likely flushed out much of the sewage in local waterways, experts say, though some regions imposed bans on shellfish and issued boil-water alerts in the immediate aftermath of the storm.

The report said that raising water pumps and electrical equipment and installing watertight doors and windows could bolster treatment facilities against storm surges and torrential downpours.

Any changes will be extremely expensive, and with sea levels rising and weather patterns changing, it is unclear what can be done to eliminate the dangers, Dr. Kenward said.

“These facilities do have to be close to the water,” she said, “and they are inherently always going to be vulnerable to coastal flooding.”

SACRAMENTO DISTRICT AGREES TO REMOVE AMMONIA IN SEWAGE SETTLEMENT

By Matt Weiser

The Sacramento region will proceed with removing ammonia from its sewage effluent, settling a key dispute in a legal battle over protecting water quality in the Delta.

In the settlement reached Friday, the Sacramento Regional County Sanitation District agreed it no longer will fight the terms of a state permit, issued in 2010, that requires the capital region to remove ammonia and nitrogen from its urban wastewater. The district's board is led by elected officials from throughout the region.

The regional treatment plant near Elk Grove processes effluent from 1.4 million people in the capital area. That mixture is then pumped into the Sacramento River near Freeport at the rate of millions of gallons every day.

This effluent is the largest single source of ammonia entering the aquatic environment of the Sacramento-San Joaquin Delta; scientists say it has contributed to an altered food chain and potentially the decline of native fish species.

The sanitation district has contested the science behind this claim. But it agreed to drop its opposition to the treatment requirement in the lawsuit, originally filed against the state in 2011.

Stan Dean, district engineer, said the agency always planned to cut ammonia by 50 percent. Going to 100 percent is "not the end of the world for us," especially after seeing results of an $18 million pilot treatment project.

"It's a very good business decision for the sanitation district, and it's a very pragmatic thing to do, and it puts an end to this war over should we or shouldn't we remove ammonia," Dean said. "We're just going to move forward and do it."

Ken Landau, assistant executive officer of the Central Valley Regional Water Quality Control Board, which imposed the rules and became the target of the lawsuit, called the settlement a "big plus" in that it allows both parties to focus on solving the ammonia problem.

"Rather than litigating, we will be working with them on the science of building this treatment solution, and that's a big win for both," Landau said.

The sanitation district agreed to meet the original deadline to remove ammonia, which is May 2021.

The district, however, is not giving up its fight against other permit terms that require the wastewater to be filtered. This so-called "tertiary" treatment step was also ordered in 2010 to remove pathogens, such as giardia and *E. coli*, and other pollutants. The lawsuit will remain active on this front.

Whether the district ultimately wins or loses on filtration, the settlement gives it two more years to meet the filtration requirement. That new deadline is May 2023.

The sanitation district estimates the filtration and ammonia removal together will cost $1.6 billion, to be funded primarily by ratepayers. Dean said ammonia removal alone might cost half as much, still a huge investment because it requires major renovations at the treatment plant.

"Essentially, we're going to replace our existing secondary wastewater treatment process with a new one," he said.

The settlement still must be approved in Sacramento Superior Court. Other parties to the lawsuit include a number of water agencies that rely on Delta water diversions and support the state's treatment order, including Metropolitan Water District of Southern California and Westlands Water District.

Contact The Bee's Matt Weiser at (916) 321-1264. Follow him on Twitter @matt_weiser.

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State regulators keep the pressure on Ross Valley Sanitary District to boost spending on pipe repair

Posted: marinij.com

State regulators are keeping the heat on the Ross Valley Sanitary District to reduce the amount of sewage it spills by moving more quickly to fix its network of aging pipes.

The San Francisco Bay Regional Water Quality Control Board recently notified the district that it will hold a public meeting on May 8 to consider whether to issue a cease-and-desist order against it. Such an order would not result in any immediate penalties; but it would pave the way for enforcement action if the district failed to comply with provisions contained in the order.

In November, the board issued a notice of violation, notifying the district that it was violating state law by allowing sewage to overflow into local waterways and failing to allocate adequate resources for repair of its failing pipes. The board gave the district until Jan. 25 to submit a plan for bringing the district into compliance.

The district responded with a plan that calls for spending $3 million to $4 million to fix three miles of its most seriously deficient pipe in two phases by December 2013 and June 2014. The board also committed to coming up with a financing strategy for making pipe repairs at 737 additional locations over the next five years.

Explaining why the water board is considering a cease-and-desist order, board Division Chief Lila Tang said, "In this case we thought what the district was proposing would get them back on track, so what we wanted to do was issue this order which essentially memorializes what they said they're going to do."

Tang said if a jurisdiction fails to follow through on a correction plan, such orders give the board more leverage. Tang said the board can then issue a directive that becomes legally enforceable, "when we feel that we need to hold their feet to the fire."

The district and others wishing to comment on the proposed cease-and-desist order have until April 25 to submit comments in writing to the board. The district's interim general manager, Greg Norby, said he couldn't comment on whether the district would contest the order; Norby said the district's board discussed the matter in closed session.

Norby said the district was already planning to do most of the pipe repair detailed in the cease-and-desist order. "The timing and phasing of those projects would be revised under guidance of the order," he said.

The order specifies that beginning in fiscal year 2013-14, the district must "rehabilitate its collection system at an average rate of 4 miles per fiscal year, based on a three-year rolling average." It also states that the district must by July 1 put into place "adjusted sewer rates or other financing" to ensure adequate funding for pipe repair.

District board President Frank Egger said the board would discuss the proposed order publicly when it meets April 15.

"We appreciate that the water board is now working with us," Egger said. He added, however, "I'm concerned about the overall cost to implement their long-range plan."

New district board member Mary Sylla said, "This is just the next step in the process. We're happy with how it's going."

Contact Richard Halstead via e-mail at rhalstead@marinij.com

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Former Ross Valley Sanitary District manager charged with nine felony counts; whereabouts unknown

Posted: marinij.com

Brett Richards, former general manager of the Ross Valley Sanitary District, has been charged with nine felony counts including misappropriation of public funds, embezzlement and money-laundering in connection with his failure to repay a $350,000 housing loan.

Richards, 45, could face a maximum 10 years in prison and fines totaling $1.5 million if found guilty. A warrant has been issued for his arrest, and Marin County District Attorney Ed Berberian has recommended bail be set at $1 million when he is apprehended because he is a flight risk. Richards' current whereabouts are unknown.

Berberian, who announced the charges Monday after an eight-month investigation, said: "The warrant is in our national system, and we are looking for him. History tells us that we usually catch up with these folks at some point."

According to the affidavit filed to secure his arrest warrant, Richards received a $350,000 loan from the sanitary district on Dec. 3, 2010 for the purpose of obtaining housing in the Marin County area; however, the affidavit states, "There are no banking records showing that any of the proceeds from the $350,000 was used to purchase a residence in the bay area as intended by the Ross Valley Sanitary District's Board of Directors."

Instead, the document states, "The bank records showed that most of the funds have been spent on living expenses, a new truck, and vacations, or have been withdrawn in cash."

Berberian said, "He was supposed to use this money for a specific purpose, which we believe the facts are going to show he didn't do."

Richards resigned from his $197,000-a-year job and dropped from sight in July 2012 after Marin Independent Journal columnist Dick Spotswood raised questions regarding whether Richards used the loan to purchase housing.

Berberian said Richards was charged with money laundering because he deposited the loan money in numerous banks and moved it around "in order to hide what he did."

"The law defines those actions as money laundering," Berberian said.

The district attorney's investigation shows that Richards wasted no time putting the sanitary district's money to use once he deposited the $350,000 in his personal Citibank account on Dec. 3, 2010. On the same day, Richards withdrew $7,225, and three days later he withdrew another $6,240. On Dec. 8 Richards transferred $8,625 to a Mechanics Bank account and on Dec. 13 he transferred a total of $55,200 to accounts in Mechanics Bank and the Fresno Educational Employee Credit Union.

According to the district attorney, on Dec. 17 Richards withdrew $196,000 in the form of

four $49,000 cashier's checks, made payable to himself; two of these checks were used to open an account at Nevada State Bank, one was used to open an account at River City Bank and one was deposited at Mechanics Bank.

Then on Dec. 28, 2010, the district attorney says Richards embarked on a European vacation, during which he withdrew $7,492 from ATMs in Paris, Venice and Barcelona.

The affidavit also states that after Richards deposited one of the $49,000 cashier checks in River City Bank on Dec. 21, 2010 he moved the funds to a new account at Exchange Bank on Jan. 24, 2011. The document also notes that Richards used a mail drop in Michigan to receive his bank statements from Nevada State Bank.

Separate court records show that throughout 2010, Richards was involved in divorce proceedings with his wife Tiffani Renee Richards, who petitioned to dissolve the marriage. Records show that in April 2010 the court ordered a garnishment of Richards' wages to provide $3,250 per month in spousal support to his wife. The divorce became final in March 2011. Berberian declined to say whether Richards gave any of the loan money to his ex-wife.

The affidavit for warrant of arrest provides insight into how Richards was able to obtain the $350,000 loan without supplying a deed of trust as collateral. The documents recounts that the sanitary district's interim legal counsel at the time, Sanford Skaggs, noticed that the contract amendment granting Richards the $350,000 lacked a requirement for a deed of trust, and on Nov. 2, 2010 Skaggs prepared a memorandum to the board's president, Marcia Johnson, and secretary, Peter Sullivan, discussing that fact.

According to the affidavit, however, instead of sending the memorandum directly to district board members, Skaggs sent it to Richards. Each of the board members has told district attorney investigators that they were never provided a copy of the memorandum. Skaggs could not be reached for comment Monday.

As recently as last fall, Richards was blogging about his past experience in Marin from an undisclosed location in Florida. On his website at www.rossvalleysewertruth.com, Richards wrote, "Am I crazy? I hope you'll read on and decide for yourself. In fact, this blog is an invitation for you to be the jury. This web site is a trial of the events of a California public agency, The Ross Valley Sanitary District and including the actions by a number of public officials, between 2008 and 2012." By the first of this year the website had been shut down without explanation.

The Ross Valley Sanitary District can ill afford to lose money. The district is under pressure from the San Francisco Bay Regional Water Quality Control Board to spend more funds to repair its network of aging pipes to prevent sewage spills, and may have to consider rate hikes to comply.

District board president Frank Egger said, "The board wants that $350,000 back. We are looking at every avenue available to us to retrieve those funds."

Johnson, the former board president, and Sullivan, who is still on the board, could not be

reached for comment late Monday.

Contact Richard Halstead via e-mail at rhalstead@marinij.com

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Report on air quality

SUBMITTED BY JENNY BARD

The American Lung Association released State of the Air 2013, an annual report on air quality April 24, 2013 which lists both the cleanest and most polluted areas in the country. This year's report shows significant progress in efforts to reduce ozone and particulate pollution in the Greater Bay Area (San Francisco-Oakland-San Jose). Air pollution continues to threaten the health of Bay Area residents, but the overall trend is toward cleaner air. The findings reinforce the effectiveness of local and state clean air laws and progressive initiatives including incentive programs that help reduce diesel emissions and promote cleaner vehicles and fuels.

"The State of the Air 2013 report shows that California is continuing the long-term trend to cleaner and much healthier air," said Jane Warner, President and CEO of the American Lung Association in California. "However, our report also shows that air pollution continues to put lives at risk throughout the state. We must step up our efforts to cut pollution so all Californians can breathe clean, healthy air."

The Greater Bay Area shows noteworthy success in reducing both ozone and particulate pollution over the years of the State of the Air report. The region experienced a 65 percent decline in unhealthy ozone days since the State of the Air began collecting data in 2000, and there also have been dramatic reductions in both short term and annual levels of particle pollution. The region has come into attainment of the annual particle pollution standard, with all counties earning a "PASS" while the average number for unhealthy short-term particle pollution dropped more than 80 percent since the 2004 report.

Overall, California cities still dominate lists for the most polluted areas in the nation for ozone (smog) as well as short-term and annual particle pollution. Specifically, of the top ten cities with the worst air pollution, California municipalities rank as follows:

Ozone Pollution:

#1 Los Angeles-Long Beach-Riverside; #2 Visalia-Porterville; #3 Bakersfield-Delano; #4 Fresno-Madera; #5 Hanford-Corcoran; #6 Sacramento-Arden-Arcade-Yuba City; #10 El Centro

Short-Term Particle Pollution:

#1 Bakersfield-Delano; #2 Fresno-Madera; #3 Hanford-Corcoran; #4 Los Angeles-Long Beach-Riverside; #5 Modesto; #8 Merced

Annual Particle Pollution:

#1 Bakersfield-Delano; #1 (tied) Merced; #3 Fresno-Madera; #4 Hanford-Corcoran; #4 (tied) Los Angeles-Long Beach-Riverside; #6 Modesto; #7 Visalia; #9 El Centro

California's slow yet steady progress toward healthy air can be attributed to its strong history of leadership on air and climate policies. The Bay Area Air Quality Management District's wood-burning regulation also has been instrumental in improving air quality in the region. Wood smoke is the single, largest source of particulate matter emissions in the Bay Area.

California's pollution problems are primarily caused by emissions from transportation sources including cars, diesel trucks and buses, locomotives, ships, as well as agricultural and construction equipment. Air pollution problems also are caused by emissions from oil refineries, manufacturing plants, and residential wood burning. In addition, California's warm climate promotes the formation of ozone pollution, and valleys and mountains in the central and eastern portions of the state trap pollution where it can linger for days and put residents at risk for the onset or exacerbation of lung disease.

Note: Alameda County received an F for ozone (smog) pollution and a D for short term particle pollution (soot).

For more information on the American Lung Association State of the Air Report and a list of steps individuals can take to clean the air, the public should visit www.lung.org/california or call 1-800-LUNG-USA (1-800-586-4872).

SANTOS COLUMN

Water district offers grant opportunities

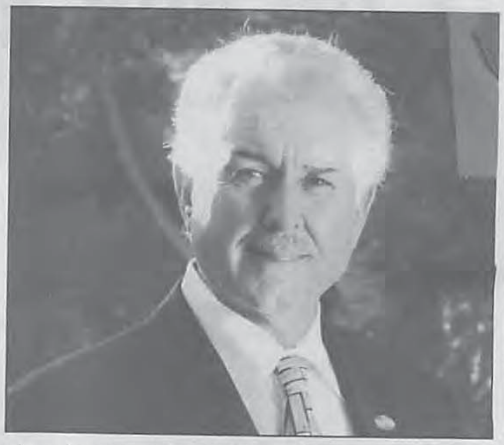
As a way of partnering with the community to extend our watershed stewardship mission, the Santa Clara Valley Water District has administered four grant programs since inception of the Clean, Safe Creeks and Natural Flood Protection program in 2000, a voter-approved special parcel tax. The 2013 Comprehensive Grant Stewardship Program marks the fifth grant program, and the ninth grant cycle since 2003. The primary focus of the Grant Program is environmental enhancement/restoration, pollution prevention, and public access to trail and open space projects. Projects should be construction or implementation projects and not planning projects; meaning a tangible project or product should result by Project close out.

On Jan. 22, 2013, the district board of directors authorized funding for this 2013 grant cycle in the amount of $794,000. This reimbursement based program invites cities, the county of Santa Clara, open space districts, 501(c)(3) non-profit organizations and schools to submit project proposals for consideration by a review panel and approval by the district board of directors. A request for proposals was released on Feb. 19 with a grant application due date of April 8, 2013. The funds will be awarded by June of this year.

Since 2001, the district has awarded $16.4 million to 86 projects in its grant programs funded primarily by the Clean, Safe Creeks program. With over 594 acres of tidal and riparian habitat created or restored and over 70 miles of trails already opened for public access, the district's completion of and support for environmental enhancement and trail projects through the Clean, Safe Creeks program has surpassed the original established goals.

One of the more recent grant projects completed was the Tidal Marsh Ecotone Stewardship Project by Save The Bay, the largest community organization working to protect and restore San Francisco Bay. The project focused on community-based restoration and native plant propagation at the Palo Alto Baylands. The purpose was to re-establish a tidal marsh upland transition zone to provide natural habitat for Bay wildlife and to create a buffer against sea level rise resulting from climate change. The district awarded $25,000 to the project.

The district grant helped fund the operation and maintenance of a new greenhouse, the completion of a new work shed, the development of a native



plant demonstration garden and community education. These facilities enable Save The Bay's volunteers and botanists to propagate and plant more than 21,000 native seedlings. The group also removed 11,622 pounds of invasive plants throughout the Baylands.

Another district-funded grant project is "Watching Our Watersheds." This project mapped the creeks, urban drainage network, watersheds, baylands, and other features in Santa Clara Valley. When you open the watershed files in Google Earth, you can move through and learn about each watershed and view creeks, drainage channels, points of interest, species of concern and a representation of how our watersheds looked more than 100 years ago. Visit http://www.valleywater.org/WOW.aspx to try it out.

For more information on this year's grant cycle, go to www.valleywater.org/Services/ComprehensiveStewardshipGrant.aspx or contact Brian Mendenhall at (408) 630-3093 or bmendenhall@valleywater.org.

For more information about the Santa Clara Valley Water District and its board of directors, please visit our website www.valleywater.org. There you can ask questions or provide feedback 24-7 through Access Valley Water, our online customer communications service.

As always, I am available for questions or comments as your District 3 representative for the northern areas of Sunnyvale and Santa Clara; Alviso; Milpitas; and the north San Jose and Berryessa communities. Feel free to contact me at (408) 234-7707.

NOTICE OF PUBLIC HEARING

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

04-18-13 09:25 IN

NOTICE IS HEREBY GIVEN that the Alameda Local Agency Formation Commission (LAFCo) will consider the following item at its meeting on **Thursday, May 9, 2013 at 4:30 p.m.** at the Dublin San Ramon Services District Board Room, 7051 Dublin Boulevard, Dublin, CA.

> **LAFCo 2013-3** – ***Union Sanitary District Mission Creek Annexation, U-289–*** **Proposed Annexation of approximately 12.15 acres to the Union Sanitary District (USD) to eliminate an "island" or pocket of territory outside of USD's service area that will be provided with wastewater treatment, collection and disposal services. The area is generally bounded by Interstate 680 (I-680) and a vacant City parcel to the south, Mission Boulevard to the east, Mission Creek to the north, and Palm Avenue to the west. Consideration may be given to including additional property owned by the San Francisco Public Utilities Commission (APN: 513-472-13-2) and 0.93 acres that is Interstate 680 which is contiguous to the subject property.**

County of Alameda records indicate that you are either an affected agency, affected landowner/registered voter, or landowner/registered voter with holdings within 300 feet of the subject territory of the proposal identified above. This notice is to inform you of proceedings to be taken by the Alameda LAFCo and to make you aware that you can provide written comment and/or attend the hearing. Under State law, a formal protest may only be filed by landowners whose property is within the subject territory boundary.

At the public hearing, the Commission will consider all oral and written testimony of any interested persons or affected agencies. All interested persons are invited to be present and heard. Written communications may be sent to: Alameda LAFCo, 1221 Oak Street, Room 555, Oakland, CA 94612.

Only those issues brought up at the public hearing described in this notice or in written correspondence delivered to the Alameda LAFCo at or prior to the hearing may be raised in any legal challenge to the actions taken by the Commission with respect to an application.

For additional information please contact the LAFCo office at (510) 271-5142.

Mona Palacios, Executive Officer

Alameda LAFCo is a State-mandated local agency that reviews proposals to change the boundaries and authority of certain local governments in Alameda County. California Government Code §56000 et seq., referred to as the Cortese-Knox-Hertzberg Local Government Reorganization Act, directs LAFCo to promote orderly growth and development, discourage urban sprawl while preserving open space and agricultural lands, and encourage efficient service areas for

*Annexation is the addition of territory to an agency (e.g., city, special district) to allow the extension of municipal services to that property.

Date Mailed: 4/17/2013

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received by the Union Sanitary District in their office located at 5072 Benson Road, Union City, CA 94587-2508, at any time prior to 2:00:00 p.m. on May 15, 2013 for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

Cast Iron Lining Project Phase V

Project No. 800-401

The project consists of rehabilitating several sections of 8-inch to 12-inch cast iron sanitary sewer pipe at various locations in the city of Union City, CA. Rehabilitation will include the installation of full-length and sectional cured-in-place pipe (CIPP) liner and sewage flow control.

All work associated with this contract shall include, but not be limited to, mobilization and demobilization, traffic control, inspection and testing, discharge treatment, permitting, fencing, and such other items or details that are required by the Contract Specifications and Plans and Standard Specifications to be performed, placed, constructed, or installed.

The successful bidder will have one hundred five (105) calendar days to complete the Project from the Notice to Proceed.

The Engineer's Estimate for this Project is $450,000.

Bids will be publicly opened, examined and declared on said day and hour, and will be referred to the District Board of Directors for subsequent action.

Non-mandatory prebid and mandatory site visit at contractor's convenience

A prebid conference will be held at 9:00 AM, local time, on April 30, 2013 at the Union Sanitary District's administrative offices located at 5072 Benson Road, Union City, California. Attendance at the prebid conference is not mandatory but prospective bidders are encouraged to attend. A site visit prior to bidding is mandatory for the contractor to be qualified to bid on the project. However, the site visit may be conducted by the contractor at its convenience prior to the preparation of its bid.

Under California Laws and Regulations the District shall inform all prime contractors of public works, to the extent feasible of relevant public work requirements as listed in Section 00010 of the Contract Documents.

Copies of the Contract Documents are now on file and available for public inspection in the District Office, 5072 Benson Road, Union City, CA 94587-2508. A paper copy of the Contract Documents, including half size drawings, may be purchased at the District Office for a non-refundable $50 charge, which includes the appropriate State sales tax and UPS Ground shipping costs. Bidders can provide their UPS or Fed Ex account number for any overnight shipping but the charge will not be discounted. Partial sets of Bid Documents are not available from the District. Bidders may pay for plans and specs by check made out to Union Sanitary District, 5072 Benson Road, Union City, California 94587, or by going to our website www.unionsanitary.com for payment by VISA or MASTERCARD credit card.

Project information may be viewed at www.unionsanitary.com. Electronic copies of the Contract Documents are available on Compact Discs for a non-refundable $15 charge, which includes the appropriate States sales tax and UPS Ground shipping costs. Bidders can provide their UPS or Fed Ex account number for any overnight shipping but the charge will not be discounted. However, all bidders submitting a bid must purchase and receive a paper copy of the Project Manual of the Cast Iron Lining Project Phase V, Project No. 800-401 from the District prior to the bid opening date. All submitted bids must be on bid forms included in the purchased paper copy of the Project Manual or subsequent addenda. A bid submitted to the District by a bidder who has not purchased and received a paper copy of the Project Manual of Cast Iron Lining Project Phase V, Project No. 800-401, or submitted on bid forms not included in the purchased paper copy of the Project Manual or subsequent addenda shall be considered non-responsive and shall be rejected by the District.

Each bid must conform and be responsive to the Invitation, the Plans and Specifications, and all documents comprising the Contract Documents. Each bid shall be presented under sealed cover and shall be accompanied by a certified check or bidder's bond, made payable to the District, in an amount not less than ten percent (10%) of the bid. The said check or bidder's bond shall be given as a guarantee that the successful bidder will execute the contract in conformity with the form of agreement contained within the contract documents, and will furnish bonds and insurance policies as specified within ten (10) days after notification of the award of the Contract to the successful bidder.

Cost for work described in each addenda issued during the time of bidding shall be included in the Bid and the addenda shall become a part of the Contract documents.

Bidders shall develop and submit bids at their own expense. The District will not reimburse any costs associated with the development and submittal of any and all Bids.

The District reserves the sole right to reject any and all bids and to waive any informality in a bid.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof.

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor shall possess, as a minimum, a valid Class A License. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the District by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the District.

Questions concerning this project should be directed to:

Union Sanitary District
Attn: Curtis Bosick
5072 Benson Road
Union City, CA 94587
Phone: 510-477-7607

By: Manny Fernandez
Secretary of the Board
Union Sanitary District

AR #4830475; Apr. 19, 26, 2013