



BOARD MEETING AGENDA
Monday, January 28, 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 January 14, 2013 Board Meeting
Motion to approve the Minutes of January 14, 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.
- Information 7. Recognizing TPO Coach Larry Simmers for Receiving the Al Ditman Professional Development Award.
- Information 8. Monthly Operations Report for December, 2012 (to be reviewed by the Budget & Finance Committee).
- Motion 9. Awarding the Construction Contract for the RAS Pump Station Piping Improvements Project to Anderson Pacific Engineering Construction, Inc. (to be reviewed by the Construction Committee).
- Motion 10. Awarding the Construction Contract for the Thickener Control Building Interim Improvements Project to Anderson Pacific Engineering Construction, Inc. (to be reviewed by the Construction Committee).
- Motion 11. Resolution No. 2694, Accepting the Construction of the Primary Clarifier Rehabilitation Project from Anderson Pacific Engineering Construction, Inc. and Authorizing the Attorney for the District to Record a Notice of Completion (to be reviewed by the Construction Committee).
- Motion 12. Authorizing the General Manager to Execute a Contract with INFOR for a Three Year Software Support Agreement (to be reviewed by the Budget & Finance Committee).

INFORMATION ITEMS

13. Status of Priority 1 Capital Improvement Projects (to be reviewed by the Construction Committee).
14. Cal-Card Quarterly Activity Report (to be reviewed by the Budget & Finance Committee).
15. Status Report on Computer Purchase and Student Loan Program (to be reviewed by the Budget & Finance Committee).
16. Report from the East Bay Dischargers Authority Meeting of January 24, 2013.
17. Check register.
18. Committee Meeting Reports *(No Board action is taken at Committee meetings)*:
 - Budget & Finance Committee, 1/24/13 at 5:00 p.m.
 - GM Expense Report
 - Construction Committee, 1/24/13 at 5:30 p.m.
 - Legal/Community Affairs, 1/25/13 at 4:45 p.m.
 - Planning the Scope of a Future Workshop for the Public Employee's Pension Reform Act (PEPRA).
19. General Manager's Report *(information on recent issues of interest to the Board)*.
20. 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.
21. Adjournment – The Board will adjourn to a Closed Session to discuss labor negotiations with SEIU Local 1021 (Calif. Govt. Code Section 54957.6). Negotiating Team Members Richard Currie, Judi Berzon and Glenn Berkheimer of IEDA may attend this session.

The Board will then adjourn to a Closed Session to discuss the performance of a District Employee (Calif. Govt. Code Section 94957(b)).

The Board will then adjourn to a Closed Session on Tuesday, January 29, 2013 at 6:30 p.m. to discuss the performance of the General Manager for 2012, (Calif. Govt. Code 94957(b)).

The Board will then adjourn to the next Regular Meeting on February 11, 2013 at 7:00 p.m. in the Boardroom.

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.



**NOTICE OF
COMMITTEE MEETING**

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

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

**BOARD MEETING
January 28, 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

Budget & Finance Committee, January 24, 2013 at 5:00 p.m.

8. Monthly Operations Report for December, 2012
12. Authorizing the General Manager to Execute a Contract with INFOR for a Three Year Software Support Agreement
14. Cal-Card Quarterly Activity Report
15. Status Report on Computer Purchase and Student Loan Program

Construction Committee, January 24, 2013 at 5:30 p.m.

9. Awarding the Construction Contract for the RAS Pump Station Piping Improvements Project to Anderson Pacific Engineering Construction, Inc.
10. Awarding the Construction Contract for the Thickener Control Building Interim Improvements Project to Anderson Pacific Engineering Construction, Inc.
11. Resolution No. 2694, Accepting the Construction of the Primary Clarifier Rehabilitation Project from Anderson Pacific Engineering Construction, Inc. and Authorizing the Attorney for the District to Record a Notice of Completion
13. Status of Priority 1 Capital Improvement Projects

Legal/Community Affairs Committee, January 25, 2013 at 4:45 p.m.

18. Planning the Scope of a Future Workshop for the Public Employee's Pension Reform Act (PEPRA).

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

<p><i>Committee meetings are open to the public; however, only written comments from the public will be considered. No Board action will be taken.</i></p>
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**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
January 14, 2013**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Tom Handley, Director
Pat Kite, President
Anjali Lathi, Vice President
Jennifer Toy, Director (arrived 7:06 p.m.)

ABSENT: Manny Fernandez, Secretary

STAFF: Richard Currie, General Manager/District Engineer
Richard Cortes, Business Services Manager
Jesse Gill, Technical Support & Customer Services Manager
Sami Ghossain, Capital Improvements Projects Team Coach
Dave Livingston, Treatment and Disposal Services Manager
Andy Morrison, Collection Services Manager
David O'Hara, Legal Counsel
Robert Simonich, Fabrication, Maintenance & Construction Manager
Tom Graves, Assistant to the General Manager/Board Secretary

CONSULTANTS: None.

VISITORS: None.

President Kite designated Vice President Lathi to serve as Secretary for the meeting in the absence of Director Fernandez.

4. APPROVAL OF THE MINUTES OF DECEMBER 10, 2012

Action

On a motion made by Director Lathi and seconded by Director Handley, the Minutes of the Board of Directors Meeting of December 10, 2012 were approved. The motion carried unanimously (Director Fernandez absent).

5. WRITTEN COMMUNICATIONS

There was one official communication from USD President Pat Kite to CASA Executive Director Roberta Larson regarding CASA conferences, and USD's preference for a Thursday through Saturday format.

6. ORAL COMMUNICATIONS

There were no oral communications.

7. MONTHLY OPERATIONS REPORT FOR NOVEMBER, 2012.

Rich Currie spoke briefly about the Odor Report, saying that it was related to a grease backup in a manhole. Crews were dispatched and the grease blockage was removed. There was no spill.

Director Kite inquired about nearby restaurants, and Mr. Currie and Mr. Morrison responded that it is only residential in that area.

Mr. Currie went on to the Hours Worked report, and said the results are somewhat unusual, in that Hours Worked per week, per employee is at 34.99, which is above the target, which means that employees are not generally taking a lot of leave and are working overtime, so it seems in conflict with the high usage of Sick Leave, an amount over 63 annualized hours per year. The numbers continue to rise, especially now with flu season upon us.

Director Handley inquired if we provide flu shots to employees, and Mr. Currie said that they were provided in October of 2012.

Rich Cortes provided an overview of the Business Services portion of the report. There were no questions.

Director Kite inquired about the Sewer Smart Summit. Andy Morrison replied that it was produced by ABAG, and held in Oakland at no cost to the District. Director Kite asked that the Board be invited in the future.

Director Lathi asked about the FOG component of the Summit. Mr. Morrison replied that it was provided by an inspector from South San Francisco who spoke about how to inspect and enforce, and how their program dealt with restaurants.

8. **APPROVING REVISED POLICY NUMBER 5334, EQUAL EMPLOYMENT OPPORTUNITY.**

Mr. Currie said that some changes in the policy are necessary to be consistent with changes in the law, and that this policy is updated to contain those additional protected categories.

Action On a motion made by Director Toy and seconded by Director Lathi, Policy No. 5334 was adopted as revised. The motion carried unanimously (Director Fernandez absent).

9. **APPROVING REVISED POLICY NUMBER 5340, GRATUITIES.**

Mr. Currie presented this item to the Board, saying that staff had reviewed the Policy and was not recommending any changes at this time.

Action On a motion made by Director Lathi and seconded by Director Toy, Policy No. 5340 was adopted as presented. The motion carried unanimously (Director Fernandez absent).

Mr. Currie stated that this policy will be discussed at a future Board retreat, as requested by Committee.

10. **PUBLIC HEARING ON THE INITIAL STUDY AND NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT.**

Jesse Gill presented an oral report.

The public hearing was opened at 7:19 p.m.

There were no public comments.

The public hearing was closed at 7:19 p.m.

11. **RESOLUTION NO. 2692, ADOPTING THE NEGATIVE DECLARATION FOR THE THICKENER CONTROL BUILDING IMPROVEMENTS PROJECT AND APPROVING THE PROJECT AS DEFINED IN THE NEGATIVE DECLARATION FOR THE PURPOSE OF FILING THE NOTICE OF DETERMINATION.**

Jesse Gill presented a brief report on this item. During the review period, comments were received from three public agencies: Alameda County Water District, County of Alameda Public Works Agency, and the State Water Resources Control Board. These comments were minor in nature, and will be addressed as part of the project design.

The District received a letter from the State Clearinghouse and Planning Unit of the Governor's Office of Planning and Research, dated December 11, 2012, indicating that no state agency submitted comments by the comment period end date. The letter also acknowledged that the District complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Action

On a motion made by Director Handley and seconded by Director Toy, Resolution No. 2692 adopting the Negative Declaration for the Thickener Control Building Improvements Project and approving the project as defined in the Negative Declaration for the purpose of filing the Notice of Determination, was adopted as presented. The motion carried unanimously (Director Fernandez absent).

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12. **RESOLUTION NO. 2693, ACCEPTING THE CONSTRUCTION OF THE INKA DEMOLITION PROJECT FROM EVANS BROTHERS INC. AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION.**

Jesse Gill presented a brief report on this item. Change Orders on the project to date have resulted in an overall credit to the District.

Action

On a motion made by Director Lathi and seconded by Director Handley, Resolution No. 2693 accepting the construction of the INKA Demolition Project from Evans Brothers Inc. and authorizing the attorney for the District to record a Notice of Completion was adopted. The motion carried unanimously (Director Fernandez absent).

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13. **APPROVING AN ADDITION TO THE FY13 NON-ECB FOR A SPECIAL STUDY ON SEA LEVEL RISE.**

Mr. Currie reported that staff is recommending the Board add this project to the NECB in the amount of \$35,000 under the studies category. Staff is recommending that the total NECB remain at the currently approved level of \$892,600. Some of the projects, including the Lateral Pilot Program, will be delayed and will more than offset the additional \$35,000.

Action On a motion made by Director Lathi and seconded by Director Toy, the addition to the FY13 Non-ECB for a special study on sea level rise was approved. The motion carried unanimously (Director Fernandez absent).

INFORMATION ITEMS

14. **REPORT FROM THE EAST BAY DISCHARGERS AUTHORITY MEETING OF DECEMBER 20, 2012.**

Director Lathi presented an oral report.

15. **SCHEDULE FOR ANNUAL PERFORMANCE EVALUATION OF THE GENERAL MANAGER.**

Mr. Currie proposed that the Board meet on January 23, 2013 in Closed Session to do the evaluation of the General Manager, and he reviewed the rest of the proposed schedule with the Board. This January 23rd date had originally been proposed to the Board as a Board Workshop to review the FOG Outreach Program, but that Workshop will be cancelled. We are unable to obtain work they have done for us, and it appears they may be going out of business.

Director Lathi asked if we had paid them. Mr. Currie replied that they have been paid for some products that we haven't received, although not for the full contract amount.

Director Handley said that he may be unable to meet on January 23rd. Directors will be polled after the meeting for a mutually agreeable day.

16. **HIGHLIGHTS OF JUNE, 2011 CALPERS RETIREMENT VALUATION.**

Rich Cortes presented an oral report. There were no questions from the Board. USD's per cent of payroll contribution will be reduced very slightly to 16.4% plus a portion of the employee share.

17. CHECK REGISTER.

Director Kite inquired about the expense at the bottom of page two for Deer Road Sanitary Sewer. Mr. Gill replied that that expense was in regard to the pilot project regarding backyard sewers, and the District's intention to relocate the laterals and move the sewers to the street. Deer Road is located near Mission Blvd. near Niles Canyon Road.

Director Kite then inquired about the expense for Infrared Thermographic Inspection on Page 7. Robert Simonich explained the process of using a thermography gun to identify "hotspots" in electrical panels, indicating loose connections.

Lastly, on Page 17, Director Kite inquired about the expense for Deputy General Manager Recruitment. Mr. Currie explained that this was for the recruitment already performed in November, and that the upcoming recruitment would not be charged to the District except for expenses.

Director Kite asked about the multiple charges for uniforms on Page 8. Director Handley asked what the average cost per employee is for uniforms. Staff will review and respond to the Board at a later date.

18. Committee Meetings. The following committees met before the Board meeting: Legislative, Personnel, Legal/Community Affairs, Construction and Budget & Finance.

19. General Manager's Report.

Mr. Currie introduced the new safety slogan: "Be Alert, Accidents Hurt." We will be putting it on posters and other media around the District. The slogan was submitted by Mike Auer.

December was a good month, in that we once again had no spills. We did have an incident in the plant with a broken pipe in the Thickener Building, which was discovered on normal rounds. FMC personnel came in to fix it, and Collections personnel cleaned it up. It necessitated extended hours to get it all cleaned up and repaired, but the crews did a great job. This wasn't reportable as a spill, since it was all contained within the plant.

The EPA conducted a Project Compliance Audit on our Environmental Compliance group. All of our records were in order, and the only findings related to regulated industries that were inspected.

We had another wet weather event on December 23, 2012, and again came very close to having to discharge to Alameda Creek. Fortunately, we did not, but we did have to store some wastewater in the Alvarado collection system.

There is no progress to report on the contract with SEIU, but we will be meeting with the Board in closed session on January 28th to discuss it in more detail. Hopefully, we will have a meeting with the Union before the session on the 28th.

The AGM recently polled Board member, and we determined that all Boardmembers prefer to be contacted by email. Mr. Currie inquired about expectations for turnaround time on emails, and the Boardmembers present agreed to check emails twice a day.

Mr. Currie also confirmed February 4th as the day set for the Mid-Year Budget Workshop at 6:30 p.m.

Regarding the backyard sewer line removal project in Newark, the pilot tests for directional drilling were completed. The tests were to see how difficult it would be to do trenchless directional drilling from the street directly into the backyards.

Mr. Gill reported that the project is a part of the Newark Sewer Master Plan. It encompasses about 215 homes where the sewer lines are shallow and difficult to maintain. We recently engaged a contractor to do the directional drilling on two pilot residences, and both projects were successful. The aim of the pilot was to see what it would cost to do the drilling, and then to do the hand digging in the back yard and to restore the back yard vegetation to its original state after we were through. We will be asking the consultant to come back with a cost estimate for the entire project now, and we will determine if this is a feasible project for the future.

19. General Manager's Report (Continued)

Lastly, the sewer service charge contest award winner called us and said she wanted to donate her award to charity. After speaking with Michelle Powell, she determined that Water for People was her preferred recipient.

Director Kite asked for an update on the Legislative Committee meeting of December 17, 2012. Mr. Currie briefly reviewed the CalPERS objection to the City of San Bernardino bankruptcy filing, the EPA denial of the NRDC request to include nutrient removal in secondary treatment standards, the announcement that the Supreme Court will hear the NRDC case against LA County Flood Control District on responsibility for treating urban runoff, and volumetric pricing for sewer service charges.

20. OTHER BUSINESS:

Director Toy reported on her attendance at the Alameda County Financing Authority meeting on January 10, 2013. The previous meeting's Minutes were approved, and officers for CY13 were appointed.

Director Kite attended the California Special District Association meeting with Rich Currie, which included a presentation on a new senior community.

Director Toy clarified that the ACSDA banquet is on March 28th, not March 18th.

21. ADJOURNMENT:

The Board adjourned at 8:05 p.m. to the next regularly scheduled Board meeting at 7:00 p.m., on January 28, 2013.

SUBMITTED:

ATTEST:

TOM GRAVES
SECRETARY TO THE BOARD

ANJALI LATHI
VICE PRESIDENT, for
Manny Fernandez,
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 28th day of January, 2013.



5. Written Communications

Meeting of January 28, 2013

-
1. SAVE (Safe Alternatives to Violent Environments), January 3, 2013



January 3, 2013

24-hour Crisis Hotline
510-794-6055

David Livingston
Union Sanitary District
5072 Benson Road
Union City, CA 94587

Community Office
1900 Mowry Avenue
Suite 204
Fremont, CA 94538

Phone: 510-574-2250
Fax: 510-574-2252
Email: info@save-dv.org
www.save-dv.org

Prevention Services

Community education
Teen dating violence prevention
Workplace violence education

Intervention Services

24-hour crisis hotline
Police department advocates
(COPS Program)
Emergency shelter
Longer-term housing
Temporary restraining order clinics

Support Services

Children's program
Support groups
Individual counseling
Court accompaniment

Dear Union Sanitary District Staff Members,

Thank you very much for your efforts to collect and gather donations so that SAVE clients could receive holiday gifts. The individuals and families SAVE serves have endured great hardship; your donations made their holidays much brighter.

Both SAVE's shelter residents and counseling clients were delighted to receive the gifts, especially direly needed new items such as jackets and other clothing. With donations like these, SAVE is able to continue our critical work to help individuals and families in need. A recent SAVE shelter resident, Min, shared with us that SAVE's services were a life saver. She is a mother who came to SAVE for shelter with her children and is someone who never thought she would find herself needing to escape an abusive relationship. In her words,

"Thank you, SAVE, for the life support system. Joy is resuscitated back into my heart."

Thanks to you, SAVE is able to help individuals like Min and their families every day. Thank you for joining our efforts to bring peace to the lives of others.

Warmest Regards,

Rodney Clark
Executive Director

Ps. If you are not yet following SAVE via Facebook, please join us at <https://www.facebook.com/save.dv> and follow us on Twitter: @SAVE_againstDV. You'll find useful and interesting information there regarding SAVE news and events.

SAVE is a nonprofit 501(c) 3 organization Fed. Tax I.D. # 94-2520559.

Join Us for *SAVE's Open Doors!*



We invite you to ***Open Doors***, SAVE's (Safe Alternatives to Violent Environments) free community outreach event! Meet SAVE staff, learn about all the vital services SAVE offers domestic violence survivors, hear a client share her story & meet other SAVE supporters.

You will be inspired as you discover all the ways SAVE helps those in need step away from violence and cross the threshold to lives that are safe and peaceful.

- ♦ **Date:** Thursday, January 24, 2013
- ♦ **Time:** Noon to 1:30 pm (lunch is provided)
- ♦ **Location:** * Union City, CA
- ♦ **RSVP:** by Tuesday, January 22, 2013

** Location information provided when you RSVP*

*For more information or to reserve your space, call Tina at
(510) 574-2266 or email donations@save-dv.org.*

*You may also register for this event by visiting:
<http://www.eventbrite.com/org/2331997509>*

SAVE (Safe Alternatives to Violent Environments)

1900 Mowry Ave., Suite 204, Fremont, CA 94538

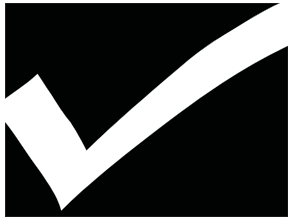
Ofc: (510) 574-2250 / Hotline: (510) 796-6055

SAVE is a nonprofit 501(c) 3 organization.



SAVE
SAFE ALTERNATIVES TO
VIOLENT ENVIRONMENTS





6. Oral Communications

Meeting of January 28, 2013

There are no written materials for this item.



Directors
Manny Fernandez

Pat Kite

Anjali Lathi

Jennifer Toy

Tom Handley

Officers
Richard B. Currie
*General Manager
District Engineer*

David M. O'Hara
Attorney

DATE: January 18, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: David Livingston, T&D Work Group Manager

SUBJECT: Agenda Item 7 - Meeting of January 28, 2013

**RECOGNIZING TPO COACH LARRY SIMMERS FOR RECEIVING THE
AL DITMAN PROFESSIONAL DEVELOPMENT AWARD**

Recommendation:

Acknowledge Larry Simmers' achievement.

Information:

The San Francisco Bay Section (SFBS) of the California Water Environment Association (CWEA) presents a unique award. The Al Ditman Professional Development Award recognizes an individual who has greatly contributed to the professional development of the San Francisco Bay Section members. The 2012 Award was presented to Larry Simmers at the Bay Section Annual Awards Banquet held in Concord on Friday, January 11, 2013.

Larry's achievements include successfully coordinating three high-quality, low-cost continuing education seminars for wastewater operations and maintenance personnel. Each of the following professional development seminars exceeded attendance expectations by drawing more than 100 participants:

- February 2012 – Math, Operation, and Maintenance for Digestion
- May 2012 – Math, Operation, and Maintenance for Disinfection
- November 2012 – Math, Operation, and Maintenance for Secondary Treatment

In addition to being a regular attendee and contributor at the monthly Professional Development Committee meetings, Larry has participated as a volunteer at CWEA conferences and seminars over the past several years. Larry also worked with BACWA and the Tri-Valley Regional Occupational Program (ROP) to create USD's Volunteer Operator-in-Training program and he instructed an introductory water/wastewater math class at Gavilan College in Gilroy in 2012.

5072 Benson Road Union City, CA 94587-2508
P.O. Box 5050 Union City, CA 94587-8550
(510) 477-7500 FAX (510) 477-7505
www.unionsanitary.com

Monthly Operations Report

For the Month of
December, 2012

Presented at the January 28, 2013 Board Meeting

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GENERAL MANAGER'S SUMMARY

Below is a summary of major activities that occurred at the District during December.

ODOR COMPLAINTS: There were two odor complaints received in reference to the collection system, one in Fremont and one in Union City. Both were investigated and found not to relate to our operations.

SAFETY: There were no accidents or injuries during the month of December. There was one chemical exposure incident that was first aid only.

FINANCIAL: USD received its first payment of Sewer Service Charges from the County of approximately \$21,250,000.

COLLECTION SYSTEM: There were no spills for the month of December. Members of the Collection system group visited West Valley Sanitary District to observe their safety program.

PLANT OPERATIONS: A significant storm with heavy local rain occurred on December 23rd, with USD's peak flow exceeding 58 mgd. After reaching our maximum capacity in EBDA, staff began storing flow in the Alvarado Basin Sewer system and EBDA diverted flow from Hayward into the Hayward ponds and out of the EBDA system. As a result, no overflows occurred. The maximum flow through the EBDA System was 164 mgd. Work on Digester No. 4 was completed and the tank put back in service.

PROJECTS: The CIP team received the 90% design submittal from Carollo for the Cogeneration Project. The demolition of the old INKA structures was completed to make room for the new cogeneration building. The multi-day bypass of the Boyce Road Pump Station for installation of the new connection from the new station was completed without incident. Staff from FMC manned the station on a 24 hour/day basis. Activity has increased on the preparation for the Hansen 8 upgrade to the CMMS.

UPCOMING EVENTS: Staff is preparing information for the February 4 budget workshop to project end of year expenditures and preliminary budget recommendations. A plant shutdown will occur during early morning hours to inspect the Primary Effluent Pump Station.

STAFFING & PERSONNEL: The Union failed to achieve the 2/3 vote necessary to ratify the negotiated agreement for a new labor contract in their second attempt. Kevin Harper, electrician, resigned from the District to take another job.

G.M. ACTIVITIES: For the month of December, the GM was involved in the following:

- GM attended meetings with EBDA and meetings on contract negotiations.
- GM participated in I-Pad Training for the paperless Board agenda project.
- ET conducted an assessment of USD in achieving the EPA's Effective Utility Management criteria. This program is co-sponsored by six agencies, including WEF, NACWA and the AWWA.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 30, 2012 to December 14, 2012

DIVISION	Reg. Hours	Lt Duty	O/T	Total Leaves*	Sick	STD	WC	Historical FY12		Average Number of Employees
General Manager Staff	2,374		21	586 20%	70 2.4%			Sick	STD	130
Business Service	17,840		39	3,140 15%	468 2.2%	168 0.8%		66 0.9%	203 0.4%	
Technical Service	24,975		79	5,067 17%	1,360 4.5%	217 0.7%		974 2.1%	382 0.6%	Current Number of Vacant Positions (1) 3
Collection System	24,466		1,445	4,124 14%	676 2.4%	45 0.2%	120 0.4%	1,448 2.1%	274 0.4%	
Treatment & Disposal	19,914		428	3,038 13%	577 2.5%	144 0.6%		2,133 3.4%	238 0.5%	Hours Worked Per Week Per Employee (2) 34.58
FMC	15,307		987	3,969 21%	652 3.4%	63 0.3%	6 0.0%	759 1.5%	236 0.6%	
Totals	104,877		2,998	19,924	3,803	637	126	6,646	1,333	Projected Average Annual Sick Leave Per Employee (3) 63.38
%	84.0%		2.4%	16.0%	3.0%	0.5%	0.1%	2.4%	0.5%	

(1) Current vacancies include: Business Services (1), Collections (0), FMC (0), T&D (0), TSCS (2)

(2) An employee using 3 weeks vacation, 11 holidays, 2 HEC days and 40 hours of sick leave will work an average of 34.9 hours per week over the course of a year.
With four weeks vacation, 34.2 hours per week.

(3) Target goal for sick leave incentive program is 47 hours per employee per year.



ODOR REPORT December 2012

During the recording period from December 01, 2012 through December 31, 2012, there were two odor related service requests received by the District.

City: Fremont

1. Complaint Details:

Date: 12/28/2012

Location: LIBERTY ST

Wind (from): N/A

Temperature: 48 Degrees F

Time: 11:30 am

Reported By: Sharon Beacon

Wind Speed: 0 mph

Weather: Cloudy

Response and Follow-up:

We inspected the sewer manholes and storm drain inlets in the area near the building. We found no odors present. We relayed our findings to the complainant and gave them our Traps & Vents brochure handout.

City: Union City

2. Complaint Details:

Date: 12/5/2012

Location: 13TH ST

Wind (from): N/A

Temperature: 55 Degrees F

Time: 10:55 am

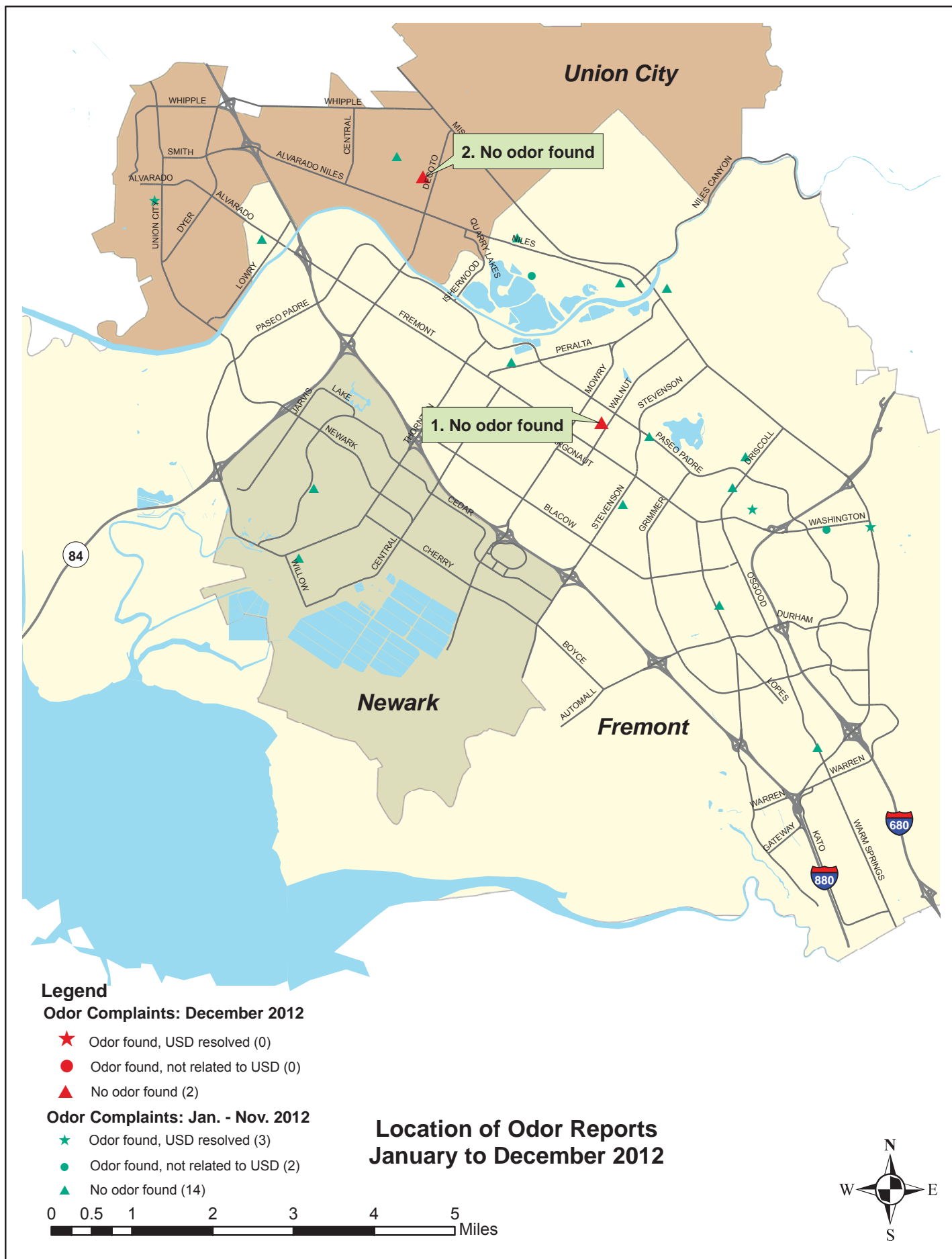
Reported By: Susan Jugganas

Wind Speed: 0 mph

Weather: Cloudy and Raining

Response and Follow-up:

We checked the manholes in the area and found no odors coming from them. Our main was working properly. I contacted complainant and gave them our Odor brochure and told them to call us back should the odor return.

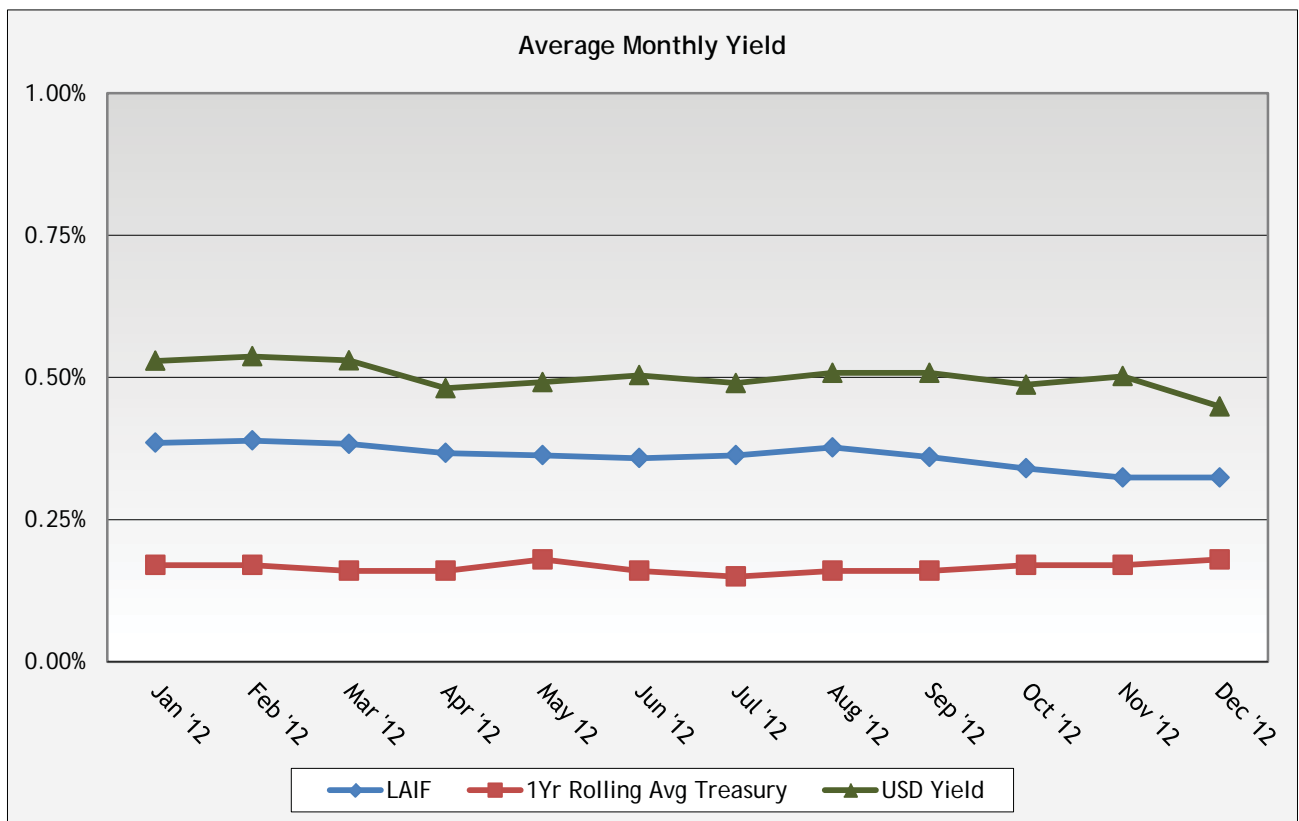


Business Services Group Activities Report December 2012

- The Quality Coordinator, with Wastewater Operations Coach and Human Resources Administrator, held an orientation session with Leadership School second session participants.
- An orientation session was held for the new Leadership School participants; it was conducted by the HR Administrator, Quality Coordinator, and Wastewater Operations Coach who administer the program.
- The Quality Coordinator presented an overview/refresher of strategic planning and balanced scorecard principles to all four Business Services Teams.
- The Quality Coordinator piloted the Effective Utility Management self-assessment process with the Executive Team.
- The Quality Coordinator worked with the CWEA Board to plan a leadership retreat in January 2013.
- Human Resources completed the unclassified salary survey and General Manager survey.
- The recruitment for FMC Planner/Scheduler was completed; Scott Martin was promoted on 12/10/12.
- The recruitment for EC Inspector I was completed; Victor Padilla was hired on 12/17/2012.

Performance Measures

AVERAGE MONTHLY YIELD



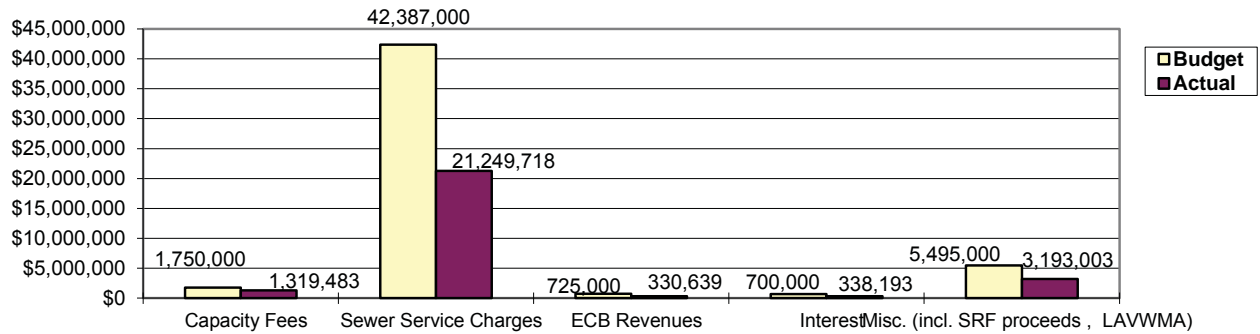
	Year-to-date as of 12/31/12		50% of year elapsed	Audited Last Year Actuals 6/30/12
REVENUES			% of	
	Budget	Actual	Budget Rec'd	
Capacity Fees	\$1,750,000	\$1,319,483	75%	\$2,848,488
Sewer Service Charges	42,387,000	21,249,718	50%	40,630,578
ECB Revenues	725,000	330,639	46%	830,990
Interest	700,000	338,193	48%	631,940
Misc. (incl. annual LAVWMA payment)	295,000	192,596	65%	196,367
Subtotal Revenues	<u>\$45,857,000</u>	<u>\$23,430,629</u>	<u>51%</u>	<u>\$45,138,363</u>
SRF Loan Proceeds (Boyce, Prim Clarif, Subst 1)	5,200,000	3,000,407	58%	10,755,247
Total Revenues + SRF Proceeds	\$51,057,000	\$26,431,036	52%	\$55,893,610
EXPENSES			% of	Last Year Actuals
	Budget	Actual	Budget Used	
Capital Improvement Program:				
Capacity Projects	\$2,565,000	\$1,003,808	39%	\$3,032,556
Renewal & Repl. Projects	11,048,000	5,809,298	53%	15,580,736
Expenditure Control Budget (ECB)	30,279,646	13,494,233	45%	28,332,356
Non-ECB	892,600	339,945	38%	653,213
Retiree Medical (ARC* + balance transfers)	448,284	226,305	50%	369,269
Vehicle & Equipment	1,279,000	588,782	46%	301,390
Information Systems	1,008,000	272,930	27%	434,297
Plant & Pump Station R&R	250,000	0	0%	189,272
Pretreatment Fund	7,000	2,270	32%	9,530
County Fee for SSC Admin.	105,000	52,625	50%	104,948
Debt Servicing:				
State Revolving Fund Loans	4,105,419	1,156,182	28%	3,929,320
Union City Use Permit	0	0	0%	500,000
Total Expenses	<u>\$51,987,949</u>	<u>\$22,946,378</u>	<u>44%</u>	<u>\$53,436,888</u>
Total Revenue & Proceeds less Expenses	(\$930,949)	\$3,484,658		\$2,456,722
Gross ECB Expenses by Work Group			% of	Last Year Actuals
	Budget	Actual	Budget Used	
Board of Directors	\$187,300	\$68,427	37%	\$153,717
General Manager/Admin.	904,500	421,953	47%	848,498
Business Services	4,306,237	1,993,096	46%	4,002,736
Collection Services	5,321,029	2,346,477	44%	4,798,992
Tech Support & Cust. Services	5,005,136	2,275,810	45%	4,708,242
Treatment & Disposal Services	9,349,644	4,157,005	44%	8,974,904
Fabrication, Maint. & Construction	5,205,800	2,231,464	43%	4,845,266
Total	<u>\$30,279,646</u>	<u>\$13,494,233</u>	<u>45%</u>	<u>\$28,332,356</u>
ECB Expenses by Type			% of	Last Year Actuals
	Budget	Actual	Budget Used	
Personnel (incl D&E)	\$20,483,861	\$9,428,618	46% (50%)**	\$18,900,153
Repairs & Maintenance	2,024,837	761,474	38%	1,960,647
Operating Supplies & Matls	2,396,233	1,005,475	42%	2,215,039
Outside Services	5,247,715	2,282,399	43%	5,215,149
Fixed Assets	127,000	16,267	13%	41,367
Total	<u>\$30,279,646</u>	<u>\$13,494,233</u>	<u>45%</u>	<u>\$28,332,356</u>

Some totals are on a cash basis, except for June YTD which is all on a full accrual basis, and consistent with Generally Accepted Accounting Principles (GAAP).

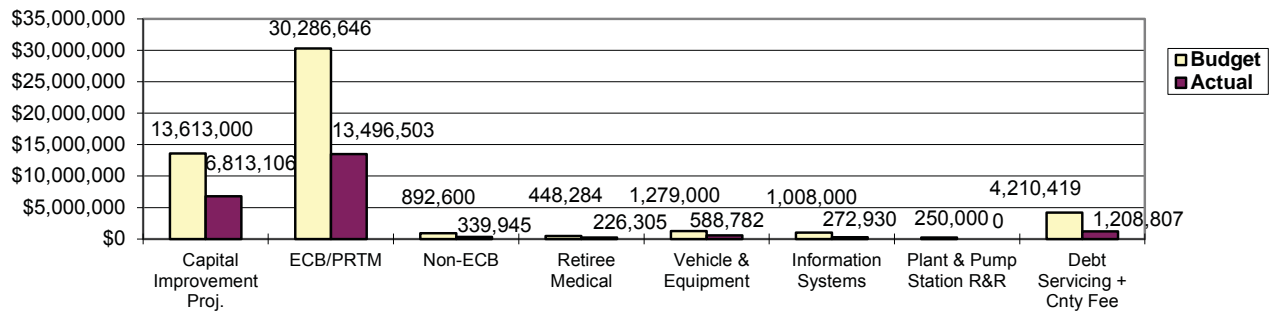
*ARC = Annual Required Contribution

** Personnel Budget Target

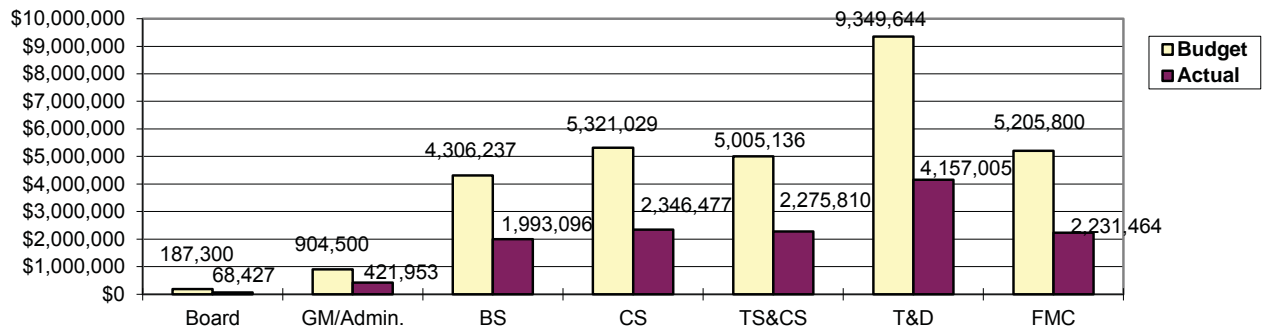
USD Revenues



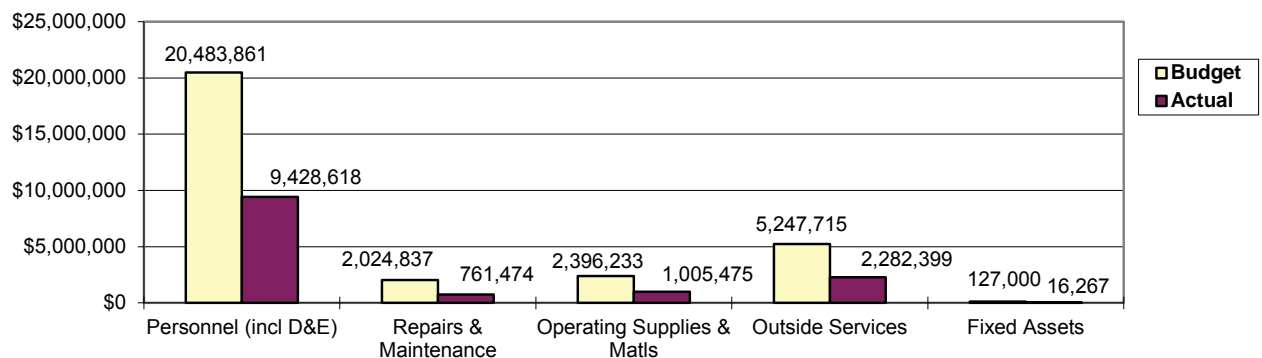
Total USD Expenses



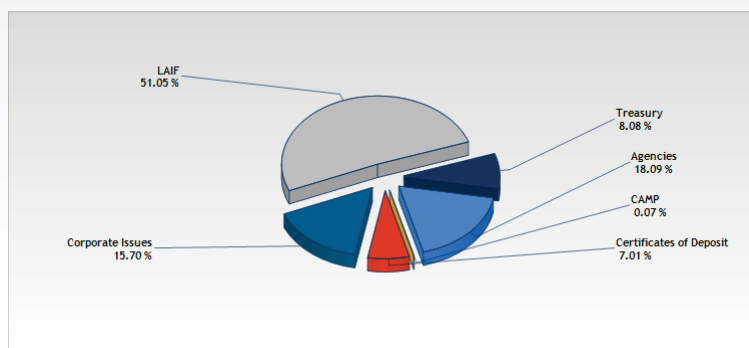
ECB Expenses by Work Group



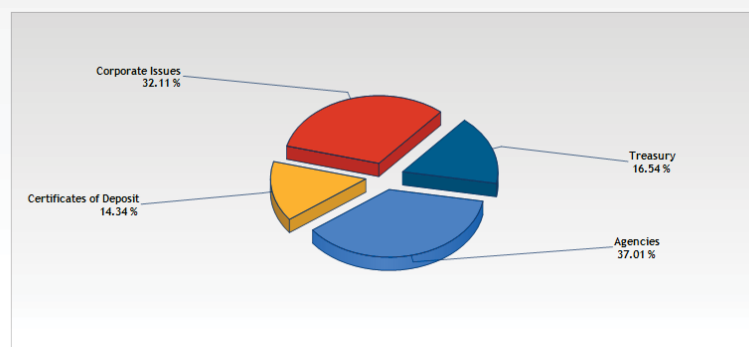
ECB Expenses by Type



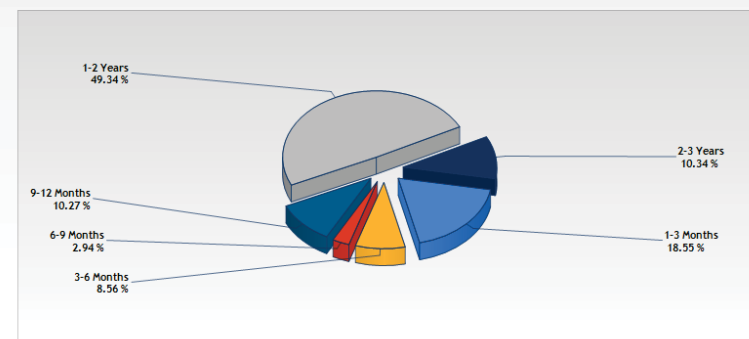
All Portfolio Holdings Distribution by Asset Class



Operating Fund Holdings Distribution by Asset Class



Operating Fund Maturity Distribution



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
1-3 Months	4,395,000.00	0.823	4,516,922.90	53	18.55	4,409,597.05	4,407,623.60	0.14
3-6 Months	1,985,000.00	0.984	2,085,156.45	119	8.56	2,013,780.35	2,010,232.18	0.33
6-9 Months	705,000.00	0.418	714,778.35	224	2.94	709,201.80	709,124.95	0.61
9-12 Months	2,500,000.00	0.493	2,499,671.90	314	10.27	2,500,885.30	2,499,676.98	0.17
1-2 Years	11,900,000.00	0.454	12,011,199.64	563	49.34	11,999,206.10	11,968,544.75	1.54
2-3 Years	2,500,000.00	0.535	2,517,745.00	891	10.34	2,516,090.00	2,517,161.04	2.42
Total / Average	23,985,000.00	0.579	24,345,474.24	429	100	24,148,760.60	24,112,363.50	1.10

Union Sanitary District
Board Report - Activity
Portfolio/Report Group: All Portfolios
From 12/1/2012 To 12/31/2012

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
BUY								
BMW Bank 0.35 11/14/2013	05568P2D8	240,000.00	239,676.00	96.66	0.350	0.503	12/26/2012	239,772.66
Discover Bank 0.5 11/21/2013	254671JE1	240,000.00	239,995.90	115.07	0.500	0.502	12/26/2012	240,110.97
FNMA 0.42 6/5/2015-13	3135G0SE4	2,000,000.00	2,000,000.00	0.00	0.420	0.420	12/5/2012	2,000,000.00
Sub Total / Average		2,480,000.00	2,479,671.90	211.73				2,479,883.63
CALLED								
FNMA 0.625 12/6/2013-12	3135G0GF4	1,000,000.00	1,000,000.00	0.00	0.625	0.000	12/6/2012	1,000,000.00
Sub Total / Average		1,000,000.00	1,000,000.00	0.00				1,000,000.00
DEPOSIT								
CAMP LGIP	LGIP4000	5.23	5.23	0.00		0.000	12/31/2012	5.23
LAIF LGIP	LGIP1002	800,000.00	800,000.00	0.00		0.000	12/7/2012	800,000.00
LAIF LGIP	LGIP1002	20,300,000.00	20,300,000.00	0.00		0.000	12/14/2012	20,300,000.00
Sub Total / Average		21,100,005.23	21,100,005.23	0.00				21,100,005.23
INTEREST								
Apple Bank 0.55 6/6/2014	037830LH7	0.00	0.00	689.38	0.550	0.000	12/6/2012	689.38
CAMP LGIP	LGIP4000	0.00	0.00	5.23		0.000	12/31/2012	5.23
FHLB 0.4 6/27/2014	313379N47	0.00	0.00	4,000.00	0.400	0.000	12/6/2012	4,000.00
FNMA 0.625 12/6/2013-12	3135G0GF4	0.00	0.00	3,125.00	0.625	0.000	12/6/2012	3,125.00
General Electric Cap Corp 2.375 6/30/2015	36962G5F7	0.00	0.00	5,937.50	2.375	0.000	12/30/2012	5,937.50
Sub Total / Average		0.00	0.00	13,757.11				13,757.11
WITHDRAW								
LAIF LGIP	LGIP1002	2,400,000.00	2,400,000.00	0.00		0.000	12/4/2012	2,400,000.00
LAIF LGIP	LGIP1002	400,000.00	400,000.00	0.00		0.000	12/19/2012	400,000.00
LAIF LGIP	LGIP1002	1,000,000.00	1,000,000.00	0.00		0.000	12/21/2012	1,000,000.00

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
LAIF LGIP	LGIP1002	500,000.00	500,000.00	0.00	0.00	0.000	12/24/2012	500,000.00
LAIF LGIP	LGIP1002	300,000.00	300,000.00	0.00	0.00	0.000	12/28/2012	300,000.00
LAIF LGIP	LGIP1002	3,300,000.00	3,300,000.00	0.00	0.00	0.000	12/31/2012	3,300,000.00
Sub Total / Average		7,900,000.00	7,900,000.00	0.00				7,900,000.00

Union Sanitary District
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Portfolio/Report Group: All Portfolios
 As of 12/31/2012

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FHLB 0.4 6/27/2014	313379N47	Moody's-Aaa	6/6/2012	2,000,000.00	1,999,980.00	0.400	2,004,500.00	0.401		6/27/2014	4.02
FHLB 2.375 3/14/2014	3133XWKV0	Moody's-Aaa	3/21/2012	2,000,000.00	2,075,820.00	2.375	2,051,920.00	0.450		3/14/2014	4.17
FNMA 0.42 6/5/2015-13	3135G0SE4	Moody's-Aaa	12/5/2012	2,000,000.00	2,000,000.00	0.420	1,999,600.00	0.420	6/5/2013	6/5/2015	4.02
FNMA 0.5 10/30/2014-13	3135G0KL6	Moody's-Aaa	5/25/2012	2,000,000.00	2,000,000.00	0.500	2,001,400.00	0.500	4/30/2013	10/30/2014	4.02
FNMA 1 5/16/2014-11	31398A6A5	Moody's-Aaa	3/21/2012	925,000.00	934,795.64	1.000	935,748.50	0.505		5/16/2014	1.88
Sub Total / Average				8,925,000.00	9,010,595.64	0.944	8,993,168.50	0.449			18.09
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	33,620.76	33,620.76	0.180	33,620.76	0.180	N/A	N/A	0.07
Sub Total / Average				33,620.76	33,620.76	0.180	33,620.76	0.180			0.07
Certificates of Deposit											
Ally Bank 0.75 5/16/2014	02005QF24	None	5/16/2012	245,000.00	245,000.00	0.750	245,946.70	0.750		5/16/2014	0.49
Apple Bank 0.55 6/6/2014	037830LH7	None	6/6/2012	250,000.00	250,000.00	0.550	250,331.82	0.550		6/6/2014	0.50
BMW Bank 0.35 11/14/2013	05568P2D8	None	12/26/2012	240,000.00	239,676.00	0.350	239,598.60	0.503		11/14/2013	0.48
Discover Bank 0.5 11/21/2013	254671JE1	None	12/26/2012	240,000.00	239,995.90	0.500	239,913.10	0.502		11/21/2013	0.48
Goldman Sachs Bank 0.75 11/14/2014	38143AU78	None	11/30/2012	240,000.00	240,000.00	0.750	241,635.84	0.750		11/14/2014	0.48
Royal Bank of Canada 2.25	78009JVK8	Moody's-	12/2/2011	2,000,000.00	2,036,740.00	2.250	2,007,280.00	0.811		3/15/2013	4.09

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
3/15/2013		AA1									
Sallie Mae Bank 0.75 11/14/2014	795450QK4	None	11/30/2012	240,000.00	240,000.00	0.750	241,635.84	0.750		11/14/2014	0.48
Sub Total / Average				3,455,000.00	3,491,411.90	1.566	3,466,341.90	0.737			7.01
Corporate Issues											
Berkshire Hathaway 2.125 2/11/2013-10	084670AU2	Moody's-AA2	12/23/2011	895,000.00	912,022.90	2.125	896,602.05	0.441		2/11/2013	1.83
General Electric Cap Corp 2.375 6/30/2015	36962G5F7	Moody's-A1	11/30/2012	500,000.00	517,745.00	2.375	516,490.00	0.980		6/30/2015	1.04
General Electric Capital 4.8 5/1/2013	36962G3T9	Moody's-A1	12/22/2011	1,500,000.00	1,574,175.00	4.800	1,521,840.00	1.121		5/1/2013	3.16
General Electric Capital 5 2/1/2013	369604AY9	Moody's-AA3	12/2/2011	1,500,000.00	1,568,160.00	5.000	1,505,715.00	1.060		2/1/2013	3.15
Principal Life 5.3 4/24/2013	74254PYE6	Moody's-AA3	3/5/2012	485,000.00	510,981.45	5.300	491,940.35	0.562		4/24/2013	1.03
Principal Life Income Fund Var. Corp 11/8/2013	74254PPF3	Moody's-AA3	5/21/2012	2,020,000.00	2,020,000.00	0.491	2,021,373.60	0.491		11/8/2013	4.06
Toyota Motor Credit 1.375 8/12/2013	89233P4H6	Moody's-AA3	2/28/2012	705,000.00	714,778.35	1.375	709,201.80	0.418		8/12/2013	1.44
Sub Total / Average				7,605,000.00	7,817,862.70	2.974	7,663,162.80	0.756			15.70
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	25,429,936.88	25,429,936.88	0.324	25,429,936.88	0.324	N/A	N/A	51.05
Sub Total / Average				25,429,936.88	25,429,936.88	0.324	25,429,936.88	0.324			51.05
Treasury											
T-Note 0.375 11/15/2014	912828RO5	Moody's-Aaa	5/25/2012	2,000,000.00	2,000,624.00	0.375	2,004,687.40	0.362		11/15/2014	4.02
T-Note 1 5/15/2014	912828QM5	Moody's-Aaa	3/21/2012	2,000,000.00	2,024,980.00	1.000	2,021,400.00	0.416		5/15/2014	4.07
Sub Total /				4,000,000.00	4,025,604.00	0.689	4,026,087.40	0.389			8.08

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Average											
Total / Average				49,448,557.64	49,809,031.88	0.969	49,612,318.24	0.449			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy.
The District will meet its expenditure obligations for the next six months.

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

For Period Ended 12/31/12

Fund Balance 9/30/12:	\$337,555.42
Revenues:	0.00
Expenses:	
Net Medical Reimbursements	(4,205.02)
Transfers Out:	
CalPERS OPEB Trust Annual Required Contrib. (ARC)	(112,071.00)
Ending Fund Balance 12/31/12:	\$221,279.40



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$3,216,306.76	\$2,944,422.35
Contribution	112,071.00	224,142.00
Distribution	(68,624.41)	(139,290.54)
Transfer IN	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	79,763.42	240,751.07
Admin Expense	(1,228.76)	(2,403.00)
Other	0.00	0.00
Ending Balance	\$3,338,288.01	\$3,267,621.88
YTD Accrual	0.00	70,666.13
Grand Total	\$3,338,288.01	\$3,338,288.01

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	277,925,540	274,276,623
Unit Purchases from Contributions	9,857,678	19,748,083
Unit Sales for Withdrawals	(5,923,750)	(12,165,238)
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	281,859,468	281,859,468
Period Beginning Unit Value	11.572548	10.992875
Period Ending Unit Value	11.843803	11.843803

Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.

Statement of Transaction Detail for the Quarter Ending 12/31/2012

Union Sanitary District

Entity #: SKB7-6011550262



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
11/05/2012	Distribution	(\$68,624.41)	\$11.584622	(5,923.750)		
11/16/2012	Contribution	\$112,071.00	\$11.368905	9,857.678	WIRE 2012111600069 088	

Client Contact:
CERBT4U@CalPERS.ca.gov

If you have any questions or comments regarding the new statement format please contact at CERBT4U@CalPERS.ca.gov

COLLECTION SERVICES ACTIVITIES REPORT December 2012

Progress/Accomplishments

- Completed 93,699 feet of cleaning and 16,986 feet of televising of sewer lines in December
- Responded to 38 service request calls in December
- Completed a total of 14 main repairs in December
- Marked and located all sewer lines (Underground Service Alerts)
- Provided support on the following projects: Boyce Pump Station, I-680 Crossing, Newark Basin Master Plan Update, Hansen 8, and Plant Shut Downs
- Participated in a CASSE benchmarking meeting
- Started training of 2 new Collection System Workers
- Participated in Hansen 8 training for core group
- Started recruitment for Acting Leads and Maintenance Assistant
- Made a presentation to the BACWA CS Committee on trenchless repairs
- Made a site visit to WVSD to learn about their safety program

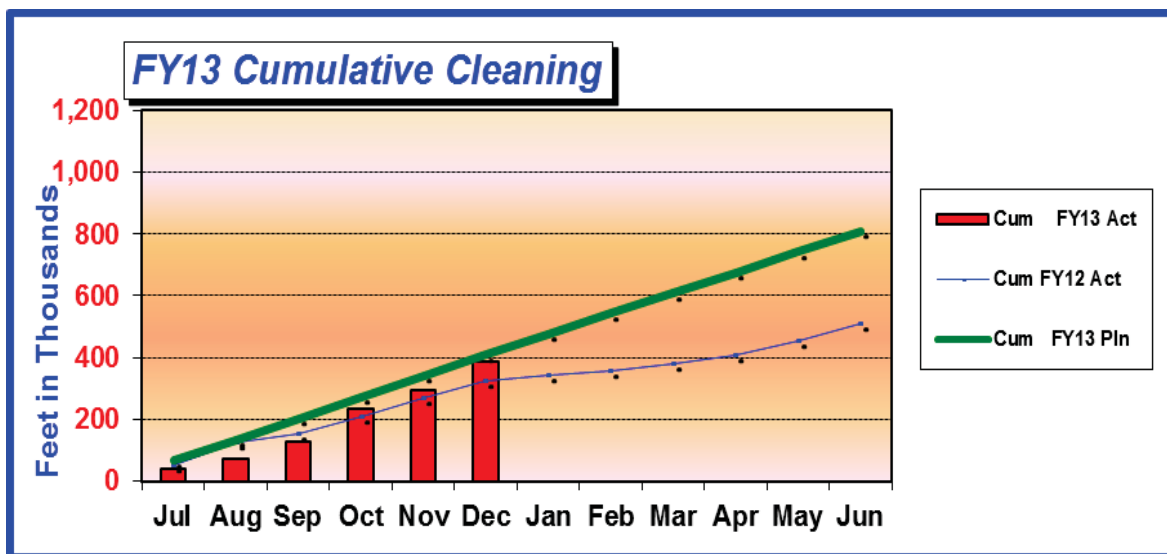
Training for Collections included;

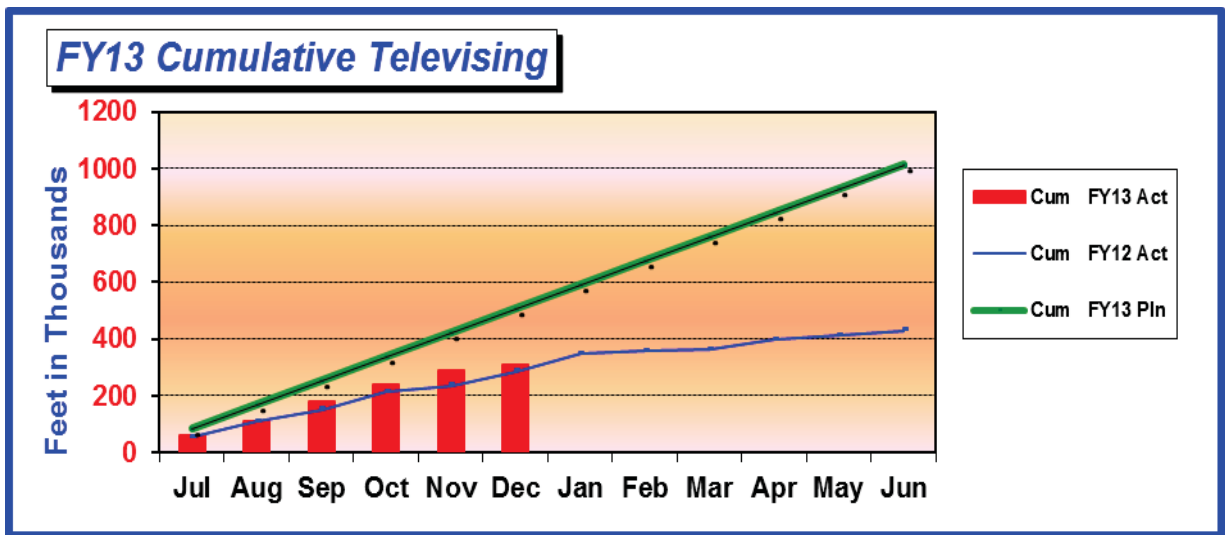
SOP CS 114-1 Paving, SOP CS 114-2 Oiler/Emulsion Sprayer, SOP CS114-3 Pavement Saw, SOP CS535 Caterpillar CB24 Paving Compactor "roller"; SOP CS543 Loading and Moving Loads, Ethics, DOT Drug and Alcohol, Cues CCTV truck, and Safety Star Points shared and discussed topics from Safety meeting.

Future Planning

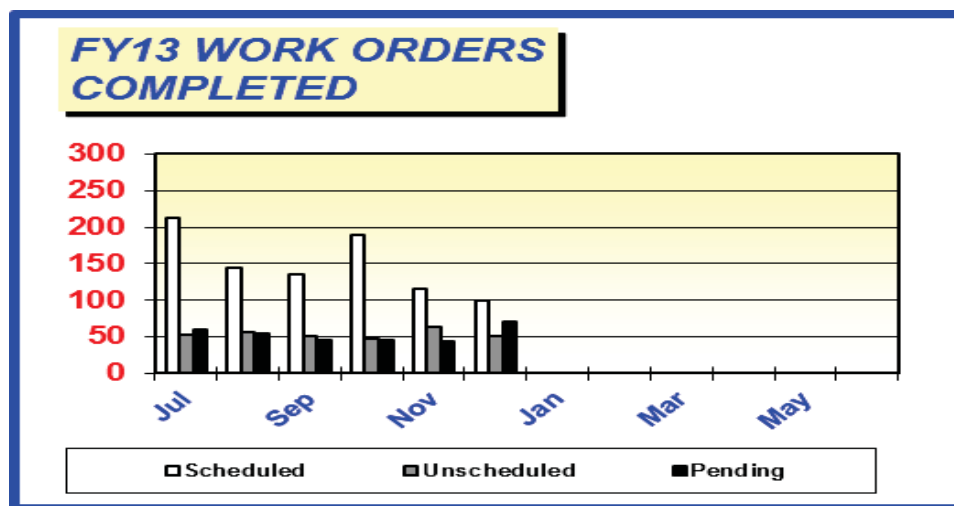
- Continue developing the By-Pass Training Module
- Conclude 72 Month Pilot to TV before cleaning in Section A
- Recruit a new Maintenance Assistant

Performance Measures

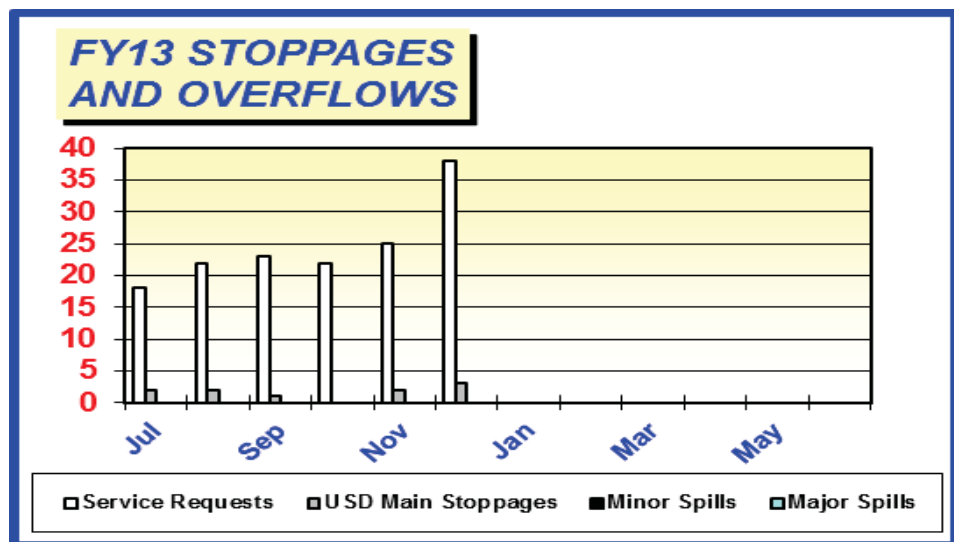




Other Collection Services Status Data:
Support Team Work Order Status:



C/S Maintenance Status:



<p style="text-align: center;">T&D/FMC Activities Report December 2012</p>

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits.
- Completed 94% preventive maintenance activities for the month of December.
- Completed 40 corrective maintenance work orders for the month of December.
- Provided support for the Boyce Road Pump Station project.
- Installed and aligned blower #10 motor.
- Replaced digester #4 TPS feed valve actuator.
- Refurbished scrubber fan #16.
- Provided treatment power information for the USEPA Energy audit of the treatment facility.
- Submitted the Union City Annual Report report to Union City.

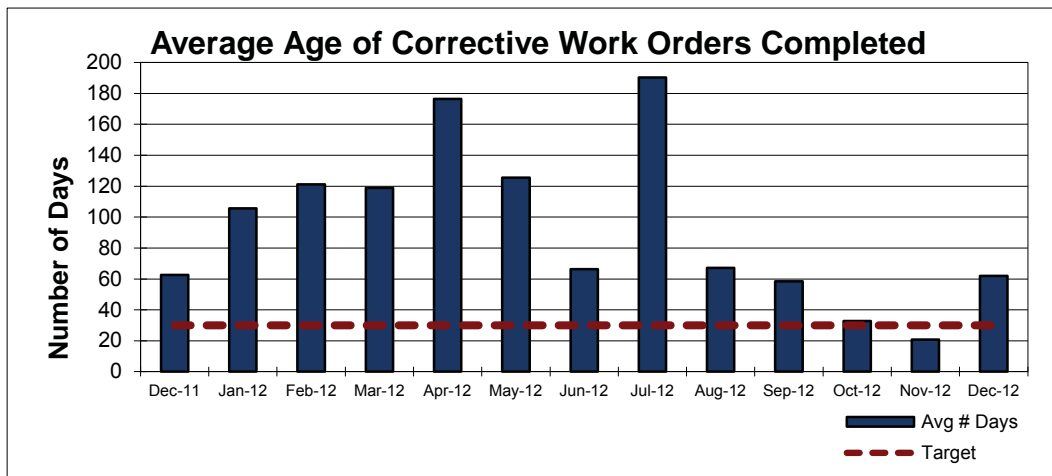
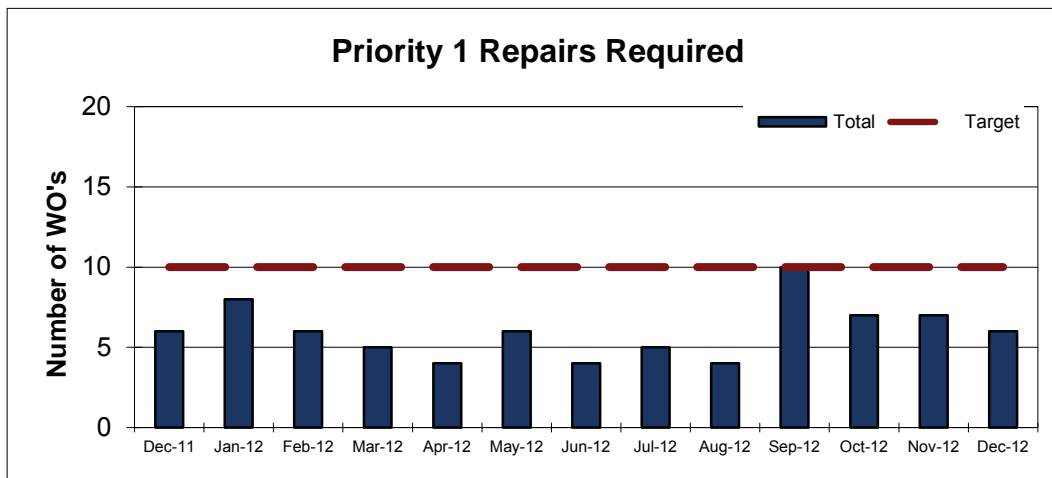
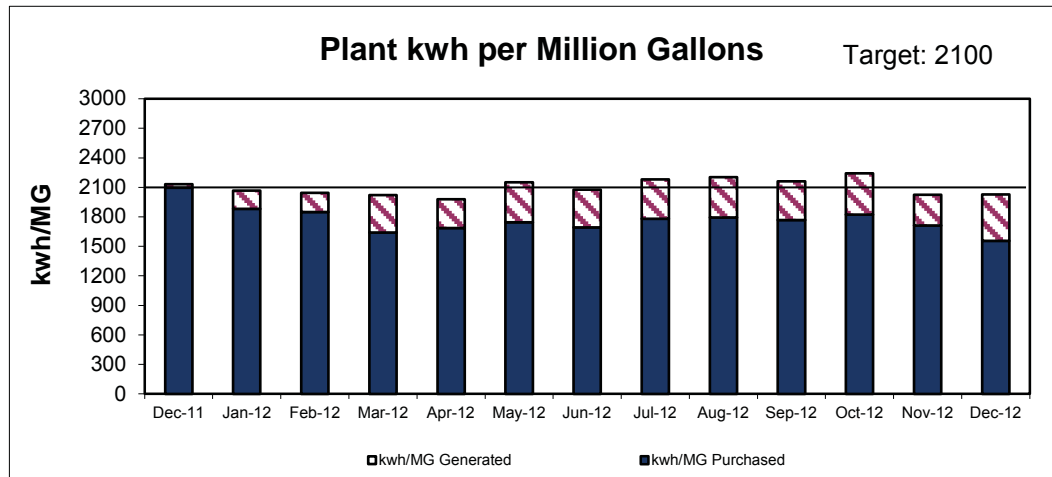
Future Planning

- Repair drive motor brake for bar screen #2.
- Refurbish scrubber fan #8.
- Replace digester gas booster compressor #2 motor.
- Provide a tour of the Hayward Marsh to new Regional Board staff.
- Prepare annual NPDES reports for EBDA, the Hayward Marsh, and the Old Alameda Creek.
- Conduct wet weather sampling pursuant to the Regional Board 13267 for nutrient data.
- Participate in the CASA pyrethroid study by conducting sampling in January.

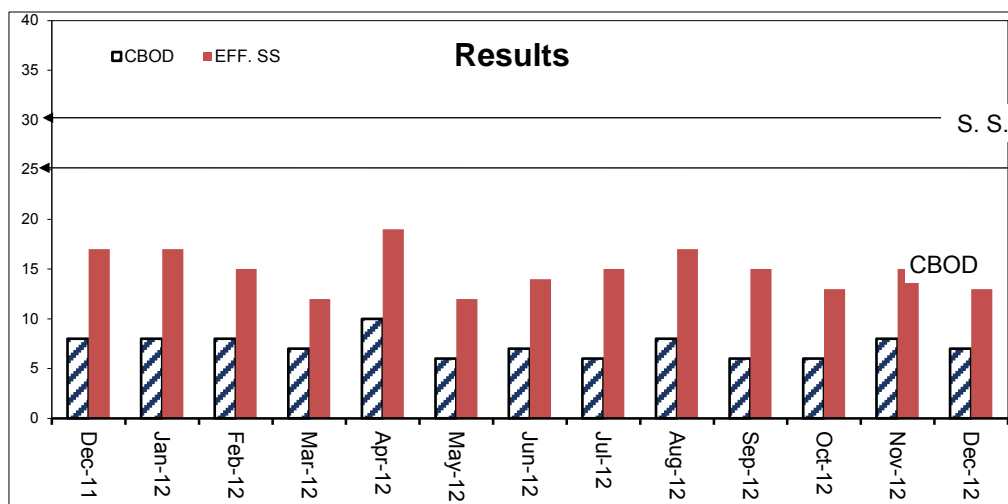
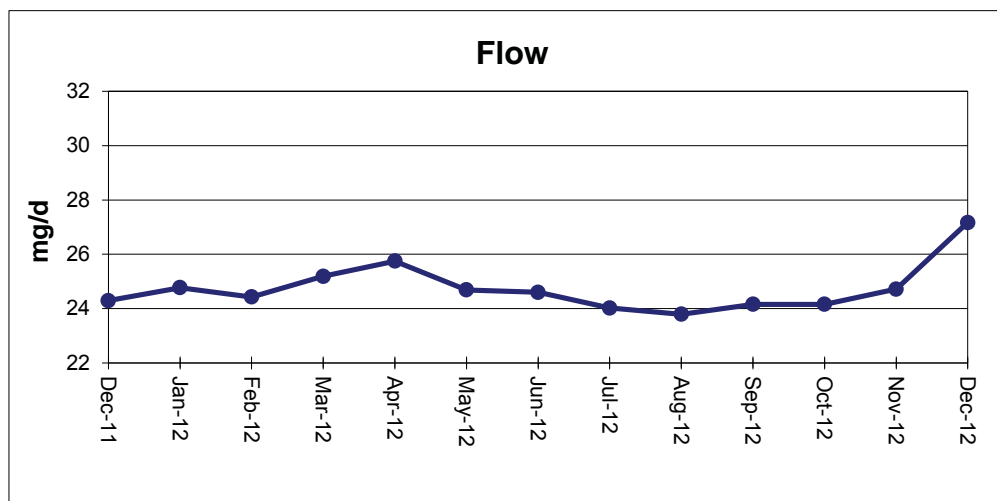
Other

- Co-gen system produced 18.2% of power consumed for the month of December.

Performance Measurements



Operational/NPDES Performance



<u>Parameter</u>	<u>Monthly Average</u>	<u>NPDES Permit Limits</u>
SS	13	30 mg/l
BOD	7	25 mg/l
F. Coliform	19 - 50 105 - 105	500, 5-Day Log Mean 1100, 90th Percentile
Copper	4.70	78 µg/l
Nickel	3.60	79 µg/l
Mercury	0.002	0.066 µg/l
Cyanide	< 3.00	42 µg/l

MONTHLY OPERATIONS REPORT FOR THE MONTH OF DECEMBER 2012 TECHNICAL SUPPORT AND CUSTOMER SERVICE WORK GROUP SUMMARY

Capital Improvement Program

Boyce Road Lift Station – Paintings and coatings for above grade structure and drywell have been completed. Installation of electrical gear has been completed. Paintings and coatings in wetwell has commenced.

Misc. SS Spot Repairs Phase IV – Field work is in progress. Seven (7) sites are substantially complete. One (1) site is currently underway. Six (6) sites are yet to be started. RFQ's #1 and #2 are yet to be negotiated to add more time to the contract.

Primary Clarifier Rehabilitation Project – Ventilation testing and punchlist work ongoing

Thickener Nos. 3 and 4 Rehabilitation Project – New concrete placed at Thickener No. 3

PLC Replacement Project – Original contract work is complete. DWN started on contract change order work for PLC 16 and PLC 10.

INKA Demolition Project – Demolition of INKA structure, backfill and placement of k-rail has been completed. This completed all contract work (minus punch list items) for the contract.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

Fremont	Newark	Union City	Total
17	3	1	21

Public Communication and Graphics

- Placed ad in Tri-City Voice – Holiday FOG
- Newsletter Contest Winner press release on USD's What's New page
- Researched Advertising/Media Channels for future public outreach
- Met with Program Director of Hayward Shoreline Interpretive Center to discuss increasing USD's presence

Environmental Compliance

Pollution Prevention Program

# of Dental Inspections	# of School Outreach Events including Sewer Science	# of Plant Tours
3	21	0

Misc. Pollution Prevention (Dental trainings, Plumbing Contractor training, etc.)

Name of Event	Date
None	

Reports (Annual Pollution Prevention, City of Fremont reports, etc.)

Report Name	Date Report Completed and Submitted
None	

Pollution and Prevention

Business Inspected			Illicit Discharge Complaints	Enforcement Actions	
UR	FOG	Total		Type	UR FOG
57	36	93	0	Verbal Warning	3 5
				Notice of Deficiency	0 0
				Warning Letter	0 0
				Notices of Violation	2 0
				Admin Fine	5 0
				Legal Action	0 0

Urban Runoff (UR) Fats, Oils and Grease (FOG)

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

Report Name	Date Report Completed and Submitted
None	

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary RGW for VTA at Warren Avenue

Permits Issued

Company Name	Date Permit Issued
None	

Industrial Closures

Company Name	Date of Closure
Global Publishing	12/5/2012

Enforcement Action

Violation	IU Name & Nature of Business	City (F, N, UC)	Parameters violated	Discharge conc. or mass	USD/Fed Limit violated	Comments
N13-001	GE Sensing	Fremont	G(2)13	210 mg/L Fluoride	CA State 180 mg/L	

(1) Warning Letter (WL), Notice of Violation (NOV), Administrative Order (AO),
Cease & Desist Order (C&D), Significant Non Compliance (SNC),
(EM) Enforcement Meeting

(2) Fremont (F) Newark (N) Union City (UC)

Other - Team training, Special Meetings, Conferences, Special Recognition, IAC (topics)

Activity	Date of Event	Attendees
Ethics Training	12/4-5/2012	All EC Inspectors
Passed EC 2 inspector test	12/21/12	Jason Yeates

Engineering/Construction

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Dec 2012 Activity
1	Boyce Road Lift Station – Curtis/Raymond	\$4,591	4/13	81%	85%	Electrical gear installed. Painting and coatings in process.
2	Cathodic Protection Improvements – Chris P.	\$236	8/12	100%	100%	Contractor removed items from staging area and worked on punch list items.
3	Force Main Improvements Phase 2 - Todd	\$916	11/12	100%	100%	Retention to be released in January.
4	Headworks Improvements Project – Todd	\$1,739	11/13	5%	8%	NTP issued on 12/4/12.
5	Misc. SS Spot Repairs Phase IV – Chris E.	\$550	3/13	56%	118%	Field work is in progress.
6	Mission Blvd. @ I-680 (Southern Interchange) SS Relocation – Chris E.	\$1,304	8/12	98%	100%	Closeout complete by end of January. Retention being partially withheld.
7	PLC Replacement Phase 1 – Chris P.	\$540	12/12	99%	100%	Contract work was completed. DWN worked on Change Order work for PLC 16 and PLC 10
8	Primary Clarifier Rehabilitation – Ric	\$7,487	01/13	99%	97%	Ventilation testing and punchlist work items ongoing
9	Thickener Nos. 3 and 4 Rehabilitation - Ric	\$1,489	4/13	66%	76%	New concrete placed at Thickener No. 3
1	Primary Digester No. 4 Rehabilitation –Chris P.	\$113	9/12	100%	100%	Nonskid Change Order coating work was not completed due to wet weather. Work to take place in January.
1	INKA Demolition Project – Curtis/Raymond	\$860	12/12	92%	100%	Completed demolition of INKA structure.

Design/Study

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for Nov 2012 Activity
1.	Cast Iron Lining Phase IV – Chris E.	In-house	4/12	100%	100%	Re-issue of 3 rd RFP planned for Jan. 16 th .
2.	Cogeneration Project – Raymond	\$1,162	3/13	85%	85%	Consultant submitted the 90% design submittal on December 17 th . Staff review is in progress.
3.	Flow Equalization Study Update - Sami G.	\$183	12/12	89%	100%	Consultant was asked to analyze additional flow data. Draft report expected in January and the final report in February, 2013
4.	I-680 @ Sabercat Rd. SS Relocation – Chris E.	\$180	1/13	95%	96%	100% design submittal review is in progress. Bid set by end of January.
5.	RAS Pump Station Piping Improvements - Todd	\$71	11/12	100%	100%	Bid Opening on January 16.
6.	Local Limits and Wastewater Treatability Study - Ric	\$107	12/12	66%	80%	Workshop on unregulated chemicals 1/7/13
7.	Thickener Control Building Interim Improvements Project - Ric	\$83	12/12	100%	100%	Bid advertisement commenced 12/27/12
8.	MCC Replacement Project – Phase 2 Chris P.	\$69	3/13	50%	65%	Beecher Engineering (BE) asked for a time extension due to BE performing other electrical consulting projects for the District. Final drawings due in March instead of January
9.	Internal Lift Station No. 1 Rehabilitation Project – Chris P.	N/A	5/13	5%	13%	Carollo began preparing pre-purchase documents
10.	Thickener Control Building Improvements Project - Ric	\$706	6/13	20%	30%	Thickener Building layout under development

DATE: January 22, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse S. Gill, TSCS Work Group Manager
Sami E. Ghossain, TSCS Coach
Raymond Chau, Principal Engineer
Todd Yamello, Associate Engineer

SUBJECT: Agenda Item No. 9 - Meeting of January 28, 2013
**AWARDING THE CONSTRUCTION CONTRACT FOR THE RAS
PUMP STATION PIPING IMPROVEMENTS PROJECT TO
ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC.**

Recommendation

Staff recommends the Board award the construction contract for the RAS Pump Station Piping Improvements Project (Project) to Anderson Pacific Engineering Construction, Inc. (APEC) in the amount of \$506,200. The Project has been budgeted in the Renewal and Replacement Fund as Project No. 800-372.

Background

The Return Activated Sludge (RAS) Pump Station was originally constructed in 1985 and was later rehabilitated as part of the 1993 Plant Upgrade Project. The facility contains five pumps that pump activated sludge from the secondary clarifiers back to the aeration basins.

Due to operation and maintenance concerns, Brown and Caldwell completed a preliminary design for the Project in July, 2012. The preliminary design included two major tasks:

- Perform a condition assessment of the RAS Pump Station including the pump station structure.
- Evaluate rehabilitation alternatives to improve both the short term and long term reliability of the pump station.

The condition assessment of the RAS Pump Station resulted in the following recommendations:

- Recoat the interior surfaces of the pump station structure in 3 to 5 years.
- Replace or recoat the existing valves.
- Replace the 16" discharge piping inside the pump station. Buried portion of piping was not accessible for evaluation.
- Repair the exterior concrete spalls and cracks on the deck.

Rehabilitation of the RAS Pump Station was narrowed to two alternatives:

- Partial Rehabilitation – This alternative would repair the immediate concerns discovered in the condition assessment (such as replacement of valves, 16" discharge piping, and exterior concrete spalls/cracks on deck) to improve the short term reliability of RAS Pump Station. Full rehabilitation of the pump station project would occur at a later time in coordination with the future rehabilitation of Secondary Clarifiers 5 & 6. These secondary clarifiers feed the RAS Pump Station, and as a result, their operation highly impacts the operation of the RAS Pump Station. The construction cost estimate for this alternative was \$650,000.
- Full Rehabilitation – This alternative would include a full rehabilitation of the pump station to address the immediate concerns discovered in the condition assessment, the long term reliability of the pump station (such as replacement of pumps and related electrical and control equipment), and include desired operational improvements. The construction cost estimate for this alternative was \$1,800,000.

The partial rehabilitation alternative was selected for final design. The primary reason was to maximize the effectiveness of the full rehabilitation design by allowing it to be coordinated with the future rehabilitation of the Secondary Clarifiers 5 & 6.

In December 2012, Brown and Caldwell completed final design of the Project. Project improvements include:

- Replace piping, valves, and appurtenances for the five pump discharge lines.
- Perform concrete repair at exterior surfaces.
- Replace wet well access doors with grating.
- Install a temporary bypass system to facilitate construction of improvements.
- Drain the existing 42-inch diameter pipeline and remove a 42-inch diameter spool located at the RAS Meter Pit to facilitate inspection by the District.

Refer to Figure 1 for a site map showing the location of the Project improvements. Refer to Figure 2 for photos of the valves and piping to be replaced.

Bid Results

Staff advertised the Project for bids on December 12, 2012. The bid schedule was broken out to include a Total Base Bid and Bid Alternate A for contractor to carry Builder's Risk Insurance. Only the Total Base Bid served as the basis for award. Staff received and opened six (6) bids on January 16, 2013. The bid results are summarized in the table below and shown in further detail in Table 1.

Contractor	Total Base Bid	Bid Alternate A
Anderson Pacific Engineering Construction, Inc. Santa Clara, CA	\$505,000	\$1,200
Power Engineering Construction Co. Alameda, CA	\$619,999	\$2,500
McGuire and Hester Oakland, CA	\$644,446	\$4,000
TNT Industrial Contractors, Inc. Sacramento, CA	\$686,730	\$0
DW Nicholson Corporation Hayward, CA	\$694,250	\$10,000
Trinet Construction Inc San Francisco, CA	\$768,000	\$10,000

The Engineer's Estimate for the Total Base Bid was \$700,000

APEC's bid is 25% lower than the Engineer's Estimate and 20% lower than the second lowest bidder. Staff believes this differential is due to mobilization and manpower efficiencies APEC will realize from their current construction projects with the District at the wastewater treatment plant. Staff believes that the bid from APEC is the best price the District can acquire to accomplish this work.

Bid Alternates

Bid Alternate A includes the cost for the contractor to procure builder's risk insurance coverage. Builder's risk insurance is a special type of property insurance that indemnifies against the loss of or damage to a building under construction due to rare events such as fire, theft, etc. Staff believes that the Bid Alternate A price of \$1,200 is a reasonable price to cover this risk at the RAS Pump Station structure based on the previous history of bids. Staff recommends including Bid Alternate A in the awarded contract.

Construction

APEC has verified and confirmed their bid with staff. APEC has an active General Engineering Class A license and has successfully constructed similar types of projects. They have also completed recent projects for the District including the Secondary Digester Rehabilitation Project, Secondary Digester No. 1 Dome Replacement Project and the Pump Station Floor Replacement Project. APEC is currently constructing the Primary Clarifier Rehabilitation Project, the Thickener Nos. 3 and 4 Rehabilitation Project, Thickener Control Building Interim Improvements Project, and the Headworks Improvements Project.

The Contractor has 262 calendar days to complete the project from Notice to Proceed, which puts the estimated substantial completion date in October 2013. The Covello Group will provide construction management services for the Project.

Staff recommends that the Board award the construction contract for the RAS Pump Station Piping Improvements Project to Anderson Pacific Engineering Construction, Inc. in the amount of \$506,200.

RBC/JSG/SEG/RC/TPY;mp

Attachments:

Figure 1 – Site Plan

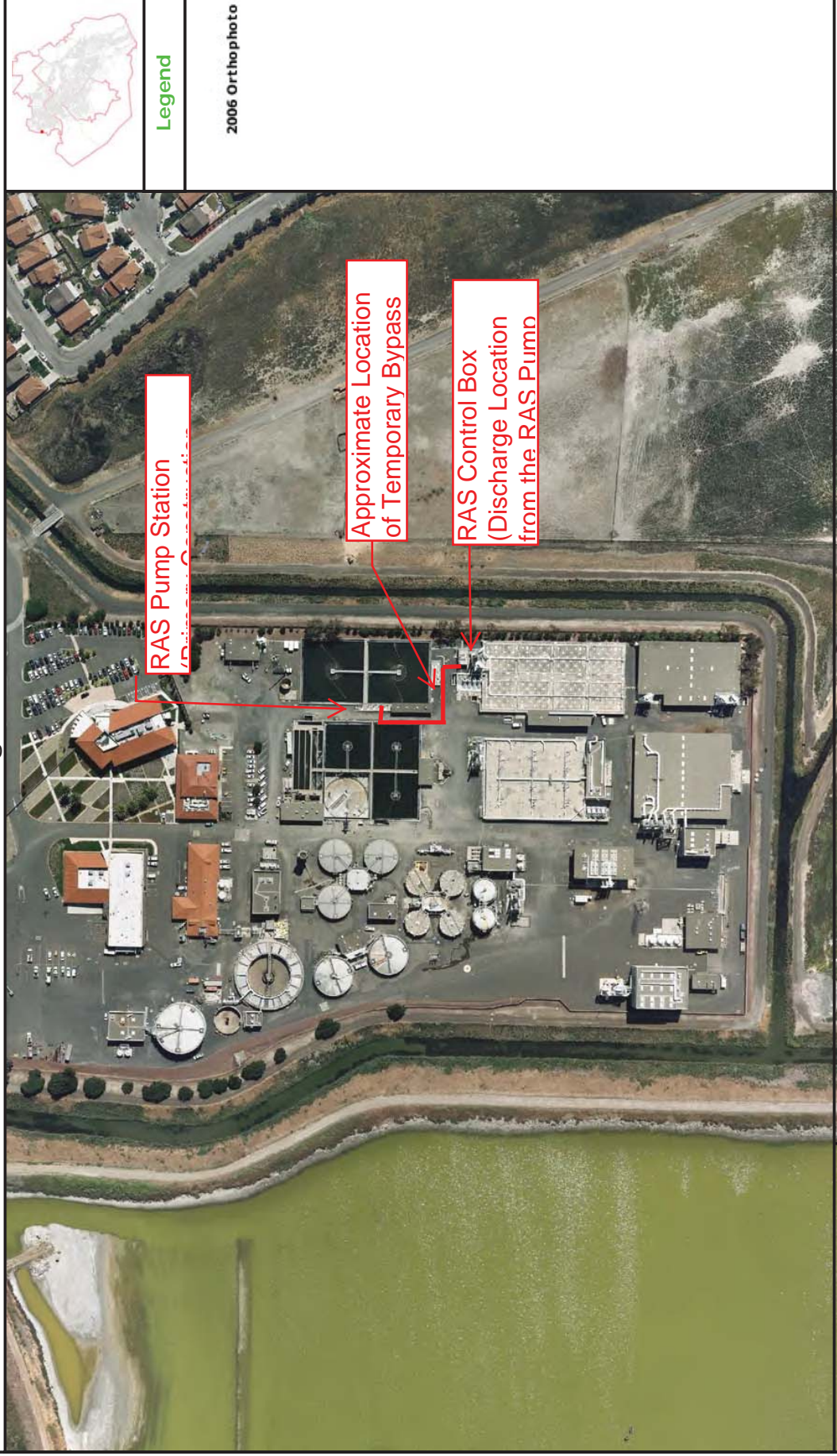
Figure 2 - Photos

Table 1 – Bid Tabulation

Contractor Agreement

Alvarado Wastewater Treatment Plant

Figure 1



Legend

2006 Orthophoto



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.



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Table 1

RAS Pump Station Piping Improvements Project
Project 800-372
Bid Tabulation

Description	Unit	Qty	Anderson Pacific		Power Engineering		McGuire & Hester		TNT Industrial		DW Nicholson		Trinet	
			Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals
Base Bid 1 (Completion of all Work)	LS	1	\$434,000	\$434,000	\$546,498	\$546,498	\$573,221	\$573,221	\$575,340	\$575,340	\$612,500	\$612,500	\$663,000	\$663,000
Base Bid 2 (Concrete Repair)	SF	50	\$175	\$8,750	\$233	\$11,650	\$180	\$9,000	\$614	\$30,700	\$300	\$15,000	\$400	\$20,000
Base Bid 3 (Rebar Replacement)	LF	25	\$50	\$1,250	\$74	\$1,850	\$85	\$2,125	\$747	\$18,675	\$250	\$6,250	\$200	\$5,000
Base Bid 4 (Pipe Repair Allowance)	LS	1	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Base Bid 5 (Pipe Cleaning Allowance)	LS	1	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Base Bid 6 (Shoring)	LS	1	\$1,000	\$1,000	\$1	\$1	\$100	\$100	\$2,015	\$2,015	\$500	\$500	\$20,000	\$20,000
Total Base Bid				\$505,000		\$619,999		\$644,446		\$686,730		\$694,250		\$768,000
Bid Alternate A (Builder's Risk Insurance)	LS	1	\$1,200	\$1,200	\$2,500	\$2,500	\$4,000	\$4,000	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000
Awarded Contract Value (Total Base Bid + Bid Alternate A)				\$506,200										

AGREEMENT FOR THE CONSTRUCTION OF
RAS Pump Station Piping Improvements Project
Project No. 800-372

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of _____, 2013, between the UNION SANITARY DISTRICT ("District"), Union City, California, and Anderson Pacific Engineering Construction, Inc. ("Contractor"), License No 245215.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **RAS Pump Station Piping Improvements Project, Project No. 800-372** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Five hundred six thousand and two hundred dollars (\$506,200) computed in accordance with Contractor's accepted proposal dated January 15, 2013, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth.

This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternate A. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall
RAS Pump Station Piping Improvements Project
Project No. 800-372

comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor

RAS Pump Station Piping Improvements Project
Project No. 800-372

Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit \$25.00 dollars for each calendar

RAS Pump Station Piping Improvements Project
Project No. 800-372

day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

RAS Pump Station Piping Improvements Project
Project No. 800-372

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that
RAS Pump Station Piping Improvements Project
Project No. 800-372

item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five
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feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation

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of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of

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the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2013.

CONTRACTOR

By: _____
Name: Peter E. Anderson
Title: President
Address: 1390 Norman Ave, Santa Clara, CA 95054

UNION SANITARY DISTRICT

By: _____
Manny Fernandez
Board Secretary
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for Union Sanitary District

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DATE: January 21, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse S. Gill, TSCS Work Group Manager
Sami E. Ghossain, TSCS Coach
Raymond Chau, Principal Engineer
Ric Pipkin, Senior Engineer

SUBJECT: Agenda Item No. 10 - Meeting of January 28, 2013
**AWARDING THE CONSTRUCTION CONTRACT FOR THE
THICKENER CONTROL BUILDING INTERIM IMPROVEMENTS
PROJECT TO ANDERSON PACIFIC ENGINEERING
CONSTRUCTION, INC.**

Recommendation

Staff recommends the Board award the construction contract for the Thickener Control Building Interim Improvements Project (Project) to Anderson Pacific Engineering Construction, Inc. in the amount of \$633,001. The Project is budgeted in the Renewal and Replacement Fund of the Capital Improvement Program.

Background

The sludge thickening process increases the solids content in the sludge by removing a portion of the liquid. Thickening reduces the required capacity of downstream tanks and equipment, the quantity of chemicals required for conditioning, the heat required by digesters, and the volume of sludge to be transported.

The sludge thickening system at the Alvarado Wastewater Treatment Plant consists of four gravity thickener tanks, three gravity belt thickeners (GBT), and the control building which houses various scum and sludge pumps and a sludge splitter structure. The plant's gravity thickener tanks and GBTs thicken the primary and waste activated sludge pumped from the primary and secondary clarifiers, respectively. The thickened sludge

is pumped from the gravity thickener tanks and the GBTs in separate pipelines to the primary digesters for anaerobic digestion.

The Thickener Control Building and Thickener Tank Nos. 1 and 2 were originally constructed during the 1978 Plant Construction Project. Thickener Tank Nos. 3 and 4 were constructed during the 1985 Plant Expansion Project. Modifications to the control building were made during the 1985 and 1993 projects.

The scum and sludge pumps, valves, weir gates, and various electrical components inside the control building were installed at various times during the 1970s, 1980s and 1990s and need to be replaced due to age, obsolescence, and/or maintenance problems. With each project, the control building became more congested and difficult to operate and maintain.

In 2007 Staff began a pre-design effort to rehabilitate the Thickener Control Building. The study resulted in the identification of a more extensive construction project than the District was prepared to budget at the time.

In 2012 Staff and Carollo resumed the pre-design study and developed two separate construction project scopes to improve the sludge thickening and digester feed processes. The first construction project has been designated the Thickener Control Building Interim Improvements Project. This project will address immediate issues with the existing obsolete sludge pumps while providing the temporary facilities that will be required during the course of the second project. The second phase of the project will include demolition of the Thickener Control Building and replacement of the existing equipment. The current cost estimate for the second phase of the project is \$10.3 million and construction is expected to commence in 2014 subject to State Revolving Fund approval.

The scope of the Thickener Building Interim Improvements Project includes the installation of three new VFD-driven progressing cavity sludge pumps placed outside the existing Thickener Control Building with associated piping and instrumentation.

Carollo completed the design of Thickener Control Building Interim Improvements Project in December 2012.

Bid Results

Staff advertised the Project for bids on December 27, 2012. Staff received and opened two bids on January 15, 2013 and the bid results are shown in the table below.

Contractor	Total Base Bid
Anderson Pacific Engineering Construction Inc. Santa Clara, CA	\$633,001.00
DW Nicholson Corporation Hayward, CA	\$651,600.00

Staff used the Total Base Bid to determine the lowest responsive and responsible bidder for the Project. Anderson Pacific Engineering Construction was the apparent low bidder with a Total Base Bid of \$633,001.00. The Engineer's Estimate for the Project was \$800,000. Staff believes the bids are significantly lower than the estimate for two reasons. First the manufacturer of the three progressing cavity pumps lowered their price to provide the pumps the week before the bid opening. Second, both bids received were from contractors who are already mobilized on-site for other projects and therefore have the ability to lower their bid prices. The engineer's estimate did not take into account these factors

Anderson Pacific has verified and confirmed the bid with staff. Staff believes that the bid from Anderson Pacific is the best price the District can acquire to accomplish this work. No protests were received from the other bidders.

Anderson Pacific is a General Engineering Class A licensed contractor who has successfully constructed numerous similar projects in the San Francisco Bay Area. They have also completed recent projects for the District including the MCC Replacement Project, Pump Stations Floor Repair Project, Secondary Digester Improvements Project, Primary Clarifier Rehabilitation Project and Secondary Digester No. 2 Dome Replacement Project. Anderson Pacific is currently constructing the Thickener Nos. 3 and 4 Rehabilitation Project. Staff has been satisfied with the performance of Anderson Pacific on these past and current projects.

The Project's construction duration will be 240 calendar days with an estimated completion in October 2013. Construction management will be provided by District staff.

Staff recommends the Board award the construction contract for the Thickener Control Building Interim Improvements to Anderson Pacific Engineering Construction, Inc. in the amount of \$633,001.

RBC/JSG/SEG/RC/RP

Attachments: Figure 1: Project Site Plan
Contractor Agreement



AGREEMENT FOR THE CONSTRUCTION OF

Thickener Control Building Interim Improvements Project **Project No. 800-400**

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of January , 2013, between the UNION SANITARY DISTRICT ("District"), Union City, California, and Anderson Pacific Engineering Construction Inc.; ("Contractor"), License No. 245215.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Thickener Control Building Interim Improvements Project, 800-400** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of six hundred thirty three thousand one dollars (\$ 633,001.00) computed in accordance with Contractor's accepted proposal dated January 15, 2013 which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers

and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the

Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this

agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense

to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to

ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15

U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims,

demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of January, 2013.

CONTRACTOR

By: _____
Name: _____
Title: _____
Address: _____

UNION SANITARY DISTRICT

By: _____
Manny Fernandez
Board Secretary
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for Union Sanitary District

DATE: January 21, 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
Ric Pipkin, Senior Engineer

SUBJECT: Agenda Item No. 11 – Meeting of January 28, 2013
**RESOLUTION NO. 2694, ACCEPTING THE CONSTRUCTION OF THE
PRIMARY CLARIFIER REHABILITATION PROJECT FROM
ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. AND
AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A
NOTICE OF COMPLETION**

Recommendation

Staff recommends the Board accept the construction of the Primary Clarifier Rehabilitation Project (Project) from Anderson Pacific Engineering Construction, Inc. by Resolution, and authorize the Attorney for the District to record a Notice of Completion at the Alameda County Recorder's Office.

Background

On October 11, 2010, the Board conditionally awarded the Project's construction contract to Anderson Pacific Engineering Construction, Inc. in the amount of \$7,487,500 subject to the following conditions:

1. The State Water Resources Control Board (SWRCB) issues the Preliminary Funding Commitment to the District for the State Revolving Fund (SRF) financial assistance application for the Project.
2. Anderson Pacific Engineering Construction, Inc. submits complete information, satisfactory to the District, which demonstrates their substitute manufacturer for

the primary clarifier mechanism equipment is in general compliance with the requirements of the Contract Documents.

Staff subsequently awarded the project on October 19, 2010 when the above conditions were met.

Primary Clarifier Nos. 1-4 and Control Box No. 1 were originally constructed as part of the District's 1978 Wastewater Treatment Facility Project. These structures were later modified during the 1985 Plant Expansion Project, 1991 Interim Improvements Project, and 1993 Upgrade Project. The influent wastewater from the three main pump stations is combined and discharged to the Headworks Building for flow measurement and screening. The wastewater is then diverted to Control Box No. 1 where the flows are distributed to the primary clarifiers for treatment.

Due to the age of the equipment and the corrosive atmosphere inside the Clarifier Building and Control Box No. 1, staff identified the following major elements that required replacement or rehabilitation:

- Replacement of the four primary clarifier mechanisms including drives, center columns, rake arms, scum collector, and bridge walkway.
- Rehabilitation of concrete and coating of areas inside the Clarifier Building and Control Box No. 1.
- Repair of existing seismic connections on the precast panels of the Clarifier Building.
- Installation of ventilation improvements including new fans and ductwork at the Clarifier Building and Sludge Pump Room No. 1.
- Replacement of the existing programmable logic controller.
- Replacement of hatches at Control Box No. 1.
- Installation of new scum mixing pump, washdown monitors, and sludge flow meters.

Carollo Engineers completed the design of the Project in June 2010.

Construction Contract

Staff issued the Notice to Proceed to Anderson Pacific Engineering Construction, Inc. on November 8, 2010 with a scheduled completion date of January 21, 2013. Anderson Pacific Engineering Construction, Inc substantially completed all contract work on January 7, 2013. The Covello Group provided construction management and general inspection services for the project.

Some photos of the completed project are attached.

Change Orders

The project includes fifty-one (51) executed Change Orders at a total cost of \$258,317.00, which is 3.5% of the original contract amount. A summary of these Change Orders follows in Table 1:

Table 1
Change Order Summary

Nos.	Description	Amount
1*	East Doorway Alternate Design	\$12,702.00
2	Revised Primary Clarifier Conduit Routing	\$0.00
3	Fiberglass Exhaust Duct Elbow Modifications	\$0.00
4	Scum Pump Pressure Switches	\$861.00
5	Base Plate Connection Repair Modifications	\$6,124.00
6	Ductwork Flexible Connections	\$780.00
7	Add Stiffener Plates To Steel Portal Frame Lentil Beam	\$1,464.00
8	Wireway Installation Above MCC 1	\$1,707.00
9	Delete Interior Ductwork Flexible Connections	\$0.00
10*	Primary Clarifier No. 1 - 4 Lighting Modifications	\$61,000.00
11*	Revised Exterior Duct Supports	\$41,087.00
12	Pipe Support Demo In Clarifier No. 2	\$2,352.00
13	Phase 1 Milestone Adjustment	\$0.00
14	Scum Pit Cover Modifications	\$4,011.00
15*	Clarifier No. 2 Concrete Coating Primer	\$10,994.00
16	Aluminum Stair Mods	\$1,118.00
17	Clarifier No. 4 Coating Primer	\$5,106.00
18	Removal Of Abandoned wires In RBC 9	\$742.00
19	Transformer T-1 Conduit Wire Mods	\$1,112.00
20	Existing Photo Cell Relocation	\$779.00
21	Relocate Existing Gas Monitor Conduit	\$3,736.00
22	Headworks Scum Line Replacement	\$1,000.00
23*	Revised Task Lighting Locations and Mounting	\$10,300.00
24	Control Box 1 Ventilation Modifications	\$6,021.00
25*	Interior Fiberglass Supply Duct Acceptance	(\$13,000.00)
26	Clarifier No. 1 Concrete Coating Primer	\$5,308.00
27	Additional Existing Baseplate Repair	\$464.00
28	Existing Pipe Support Demo in Clarifier No. 1	\$4,573.00
29	Relocate Existing Drain Lines	\$3,111.00
30	Alvarado Pump Station Coating Removal	\$3,989.00
31	Existing Bollard Demo and Relocation	\$3,733.00
32	Existing T-Beam Concrete Repairs	\$4,881.00

33	Clarifier No. 3 and Distribution Box No. 6 Concrete Coating Primer	\$5,513.00
34	Bid Item No. 5 (Epoxy Injection of Cracks) Overages	\$4,559.00
35	Secondary Clarifier Dewatering Well Conversion	\$1,957.00
36*	Bid Item No. 4 Type B Concrete Repair Overages	\$11,595.00
37	Temp Power and Control to Clarifier No. 1 and No. 3 Drives	\$5,457.00
38	2W And 3W Re-Route	\$7,137.00
39	Primary Clarifier Scum Removal Modifications	\$526.00
40	Existing Pipe Support Demolition In Primary Clarifier No. 3	\$4,038.00
41	Additional Primary Sludge Flow Meter Supports	\$799.00
42	Clarifier 1-4 Building Dewatering System	\$2,960.00
43	4" Scum Line Demolition	\$2,378.00
44	Control Box No. 1 Concrete Repairs	\$5,645.00
45**	Bid Item No. 2 and 3 Adjustment and Davis Bacon Wage Rate Determination	\$2,651.30
46*	Primary Clarifier Bridge Davit Socket Supports	\$13,601.00
47	Primary Clarifier No. 1-4 Supply Duct Register Modifications	\$982.00
48	Sludge Pump Room Exhaust Fan No. 2 and 3 Modifications	\$1,000.00
49	Primary Scum Mixing Pump Size Modification	(\$2,876.00)
50	Primary Clarifier No. 1 – 4 Drive Control Modifications	\$670.00
51	Primary Clarifier No. 1 – 4 Supply Fan Capacity Modifications	\$1,966.00
52	Sludge Pump Room No. 1 Tee Beam Sealing	\$4,355.00
Executed Change Order Total		\$258,317.00

** This Change order is negotiated in concept but not yet executed.

* The major Change Orders are described below:

Change Order No. 1 was for changing the design of the new entrance into the east side of the clarifier room. While the contract did not call for temporary shoring, the entrance as originally designed would have required temporary shoring to hold up the roof of the building while the entrance was built. The District directed the engineer to change the design in order to allow the entrance to be constructed without temporarily supporting the roof. Because the new entrance was required at the start of construction, this change kept the project from encountering a significant delay.

Change Order No. 10 was for providing LED Class 1 Division 1 lighting in the clarifier room in lieu of the high pressure sodium lighting that was planned for the project. LED lighting for this type of space became available during the early phase of the project. Staff calculated a 3.5 year simple payback for the additional costs of the LED lights based solely on the decreased power consumed. The LED lights use significantly less power and also allow staff to safely turn the lights on and off with each entrance and exit of the room further reducing power consumption. The other forms of available lighting

for the room did not allow for the frequent cycling of the lights and consequently had to be on continuously.

Change Order No. 11 was for adding several additional duct supports for the new odor control ducts outside of the building. During the submittal phase Carollo Engineers added several additional supports for the duct.

Change Order No. 15 was for providing an additional primer layer between the polymer-modified concrete repair material and the concrete coating system that was specified for the project. During construction it was determined that the pH of the specified repair mortar was too high to be in direct contact with the specified concrete coating.

Change Order No. 23 was for providing additional light supports for the new task lights to be installed for each clarifier. After the new duct was installed, it was determined that the original task light locations did not provide adequate lighting down inside the clarifiers. The light locations were changed and required a different type of support at 16 locations.

Change Order No. 25 was for providing a credit to the District due to the new fiberglass duct supplied by the Contractor for the portion of the duct installed as supply air duct over Clarifier No. 1. This duct did not meet all the quality control specification required in the contract however it was determined to be acceptable.

Change Order No. 36 was for providing additional concrete crack repairs to the concrete walkways around the perimeter of the clarifiers. The original contract estimated the amount of lineal feet of crack repair required. The actual amount of crack repair required could not be determined until after the walkway was sandblasted. After the walkway was sandblasted the actual amount of crack repair required was determined and this change order compensated the Contractor for the amount of crack repair beyond the original contract estimate.

Change Order No. 46 was for providing additional steel support to facilitate the installation of davit sockets on the Clarifier bridges to support the life-safety fall restraint load imposed on the bridge. The Contract originally called for the davit sockets without specifying the load to be imposed at the davit socket on the clarifier bridges.

Outstanding Items

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.

Staff is currently negotiating a Potential Change Order with the Contractor for the deletion of several of the new water pipeline supports around the perimeter of the

clarifiers. Initial staff estimates place this Potential Change Order as a credit to the District of approximately \$70,000.00.

Staff is currently negotiating a Potential Change Order request from the Contractor for approximately \$9,000 due to extra costs claimed associated with sealing the Primary Clarifier Building as part of the ventilation improvements in the project.

There is pending litigation between Anderson Pacific Engineering Construction, Inc. and their drilling subcontractor, Advanced Drill Works Inc., related to a claim of differing site conditions due to the soils encountered by the driller during the project. The initial claim received from the driller was for \$40,300.00. Staff is unsure what if any liability the District may have related to this claim and will continue to monitor the claim until it is resolved.

The District has assumed beneficial use of the Project.

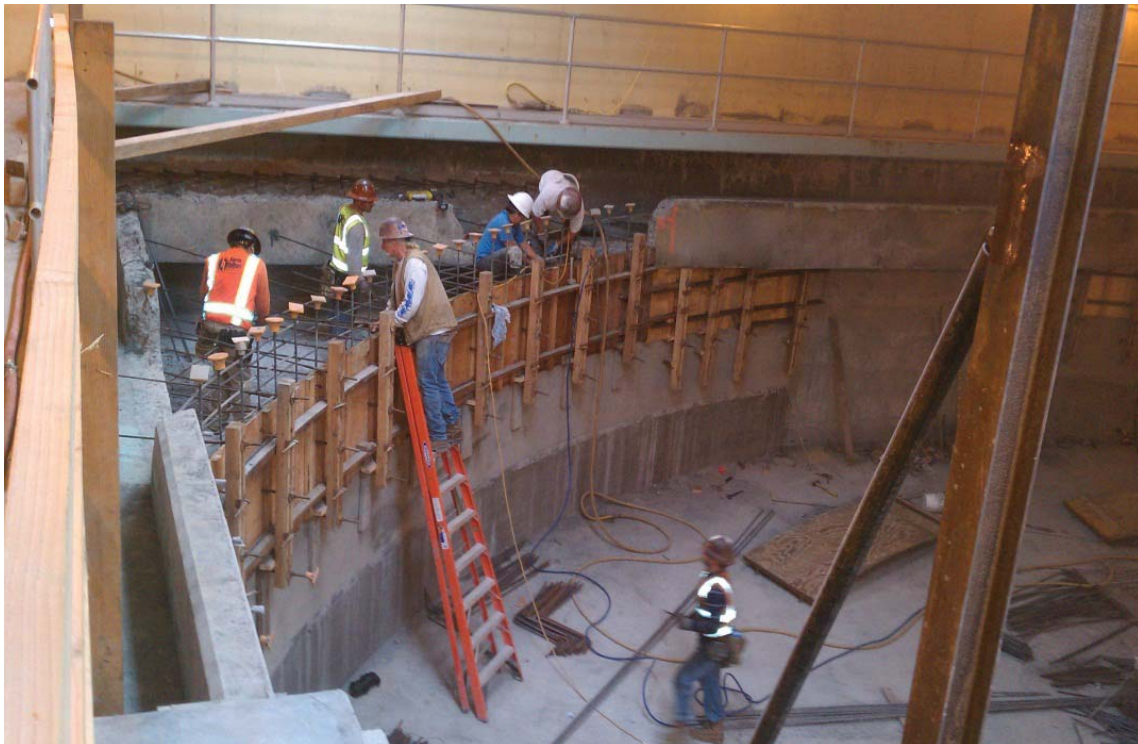
Staff recommends the Board accept the Primary Clarifier Rehabilitation Project from Anderson Pacific Engineering Construction, Inc and authorize the Attorney for the District to record a Notice of Completion at the Alameda County Recorder's Office.

RBC/JG/SG/RC/RP;mp

Attachments: Photos
 Resolution
 Notice of Completion



Mechanical Demolition of Clarifier No. 4



Placement of new Concrete Corner Fills in Clarifier 2



Mechanical Erection of Clarifier 2



Coating of Steel Components of Clarifier 2



Exterior Duct Erection



Installation of Clarifier Perimeter Fiberglass Duct

RESOLUTION NO. 2694

**ACCEPTING CONSTRUCTION OF THE
PRIMARY CLARIFIER REHABILITATION PROJECT FROM ANDERSON
PACIFIC ENGINEERING CONSTRUCTION, INC.
LOCATED IN UNION CITY, CALIFORNIA**

RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT hereby accepts the Primary Clarifier Rehabilitation Project from Anderson Pacific Engineering Construction, Inc., effective January 28, 2013; and be it

FURTHER RESOLVED: That the attorney for the District is authorized to file a "Notice of Completion" for the project.

On motion duly made and seconded, this resolution was adopted by the following vote on January 28, 2013:

AYES: Fernandez, Handley, Lathi, Kite, Toy

NOES: ----

ABSENT: ----

ABSTAIN: ----

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

MANNY FERNANDEZ
Secretary, Board of Directors
Union Sanitary District

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

**DAVID M. O'HARA
Attorney at law
39300 Civic Center Drive
Suite 110
Fremont, CA 94538**

NO RECORDING FEE - PER GOVERNMENT CODE SECTIONS 6103 & 27283

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN BY UNION SANITARY DISTRICT, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on October 19, 2010, by said District and Anderson Pacific Engineering Construction, Inc., Contractor for the Project, "Primary Clarifier Rehabilitation Project," was substantially completed on January 7, 2013 and accepted by said District on January 28, 2013.

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

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is the Union Sanitary District's Wastewater Treatment Plant, located at 5072 Benson Road, City of Union City, County of Alameda, State of California.

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

Executed on _____ at UNION CITY, CALIFORNIA.

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



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: January 28, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Richard A. Cortes, Business Services Manager
Todd W. Jacob, Information Technology Administrator

SUBJECT: Agenda Item No. 12 - Meeting of January 28, 2013
**AUTHORIZE THE GENERAL MANAGER TO EXECUTE A
CONTRACT WITH INFOR FOR A THREE YEAR SOFTWARE
SUPPORT AGREEMENT**

Recommendation

Authorize the General Manager to execute a contract with Infor for a three year Hansen Computerized Maintenance Management System (CMMS) software support agreement for an amount of \$102,112.

Background

The District's CMMS is used to maintain District assets by performing predictive and corrective work orders against these assets. This system is in the process of being upgraded as part of the Hansen 8 Upgrade project. A software support and maintenance contract is in place for the current version of the Hansen CMMS software owned by Infor. Staff has negotiated future support costs with Infor for the new version of Hansen 8. In order to control and lower the annual support cost increase from 6% to 4% a three year commitment is required by the District.

The attached Multi-Year Support Commitment Addendum contains the details of the three year support commitment. By executing this contract the District will save \$4,030.82 over the next three years. The yearly costs for Hansen software support and maintenance are summarized below:

Period	4% Increase	6% Increase
2013	\$32,711.43	\$33,340.50
2014	\$34,019.89	\$35,340.93
2015	\$35,380.68	\$37,461.39
Total	\$102,112.00	\$106,142.82
Savings	\$4,030.82	

Funds will be budgeted as part of the IT budget, within the Information Technology Team software maintenance agreements account.

Staff recommends the Board authorize the General Manager to execute a contract with Infor for a three year Hansen Computerized Maintenance Management System (CMMS) software support agreement for an amount of \$102,112.

RBC/RAC/TWJ

Attachments

Addendum – Multi-Year Support Commitment

DATE: January 16, 2013

MEMO TO: Board of Directors – Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Jesse Gill, TSCS Work Group Manager

SUBJECT: Agenda Item No. 13 - Meeting of January 28, 2013.
Information Only: **STATUS OF PRIORITY 1 CIP PROJECTS**

Recommendation:

Information only

Background:

In June 2012, the Board approved the Capital Improvement Program budget for FY 13 in the amount of \$13.61 million for the design and construction of 24 (twenty four) projects.

These 24 (twenty four) projects are further ranked as Priority I and II projects based on a criteria prepared by staff and approved by the Executive Team. A copy of the criteria used to prioritize the projects is attached for your reference.

The status of the Priority I CIP projects is reviewed by the Executive Team at the end of each quarter and a copy of the status report is attached for the Board's review. For FY 13, 11 (eleven) projects are ranked as Priority I projects and the remaining 13 (thirteen) are ranked as Priority II projects.

Also attached is a tabular summary of the number and nature of the ongoing CIP projects at the District during FY 13.

RBC/JSG;mp

Attachments: Criteria
Status Report
Summary

Identification of Priority 1 CIP Projects for BSC tracking.

Suggested Criteria:

- Project to repair or prevent an imminent critical infrastructure failure that could result in a threat to the public, or result in permit non-compliance.
- A project designed to address public health and safety or employee health and safety.
- Project to provide additional capacity in order to allow connection to the District system or to prevent a potential wet weather overflow from occurring.
- Projects that have a deadline tied to receiving a loan or grant funding.
- Projects where we have made a timeline commitment to a customer or other outside stakeholder.
- A project in which the District may suffer financial losses or claims should the project be delayed.
- A project which is part of a sequence of projects whose delay could result in delays to other projects at USD or other agencies.
- A project in which an internal commitment has been made to provide a facility that significantly impacts another group from efficiently and effectively carrying out their core work. (Not a “nice to have” type project)

These criteria can apply to a study, design, or construction project.

Priority I Projects for FY 13

	Project	Planned Milestones	Status after 1 st Quarter	Status after 2 nd Quarter
1	I680/Mission Blvd Sewer - SFPUC	Complete construction by September 30, 2012.	Project was completed in August, 2012	Project is complete.
2	I680 Sewer Crossing at Sabercat Rd	Complete design by March 31, 2013 Award construction contract by May 30, 2013.	50% Design is complete.	100% design submittal being reviewed by staff
3	Boyce Road Lift Station	Complete construction by January 31, 2013.	Project is on schedule	Construction is in progress. Substantial completion is delayed till March, 2013.
4	Valve Box FCA Replacement Project	Complete construction by November 30, 2012.	Project is on schedule	Project was completed in November, 2012.
5	Cogen Project	Complete design by February, 2013 and award construction contract in March, 2013.	50% design submittal is being reviewed by staff	90% design submittal is being reviewed by staff
6	Headworks Conveyors & Screenings Compactor	Complete design by Oct, 2012 Award contract by December, 2012 Issue NTP in March, 2013	Design was completed in September, 2012 and project has been advertised for bids	Construction contract was awarded to Anderson Pacific in November, 2012. Submittals are being reviewed.
7	INKA Demolition	Complete demolition before December 31, 2012	Construction contract was awarded on August 13, 2012.	Project was completed in December, 2012.
8	PLC Replacement Project	Complete construction by December 31, 2012	Project is on schedule	Project was substantially completed in December, 2012.
9	Primary Clarifier Rehab Project	Substantially complete all construction by January, 2013	Project is on schedule	Project is on schedule for completion in January, 2013.
10	Thickener Mechanism No. 3 & 4 Replacement	Complete Rehab of Thickener No 4 by November 30, 2012 Complete Rehab of Thickener No 3 by March, 2013	Project is on schedule	Project is on schedule for completion in March, 2013.
11	Thickener Pumps Replacement	Complete design before Dec 31, 2012 Award contract before March, 2013 Complete construction in July, 2013.	50% design submittal is being reviewed by staff	Design was completed in December, 2012 and project was advertised for bids. Bid opening is on January 15, 2013.

Summary of CIP Projects for FY 13

Type of Project	Number of Projects	Names of Projects
Collection System	Six	<ol style="list-style-type: none"> 1. Cast Iron Lining Project, Phase IV and V 2. Deer Road Sewer Improvements Project (Niles) 3. I680/Mission Blvd Sewer Relocation-SFPUC 4. I680 Sewer Crossing at Sabercat Road 5. Spot Repairs Project, Phase IV and V 6. Newark Backyard Sewer Relocation Project
Transport System	Two	<ol style="list-style-type: none"> 1. Boyce Road Lift Station 2. Valve Box Flanged Coupling Adaptor Replacement Project (Irvington and Newark Pump Stations)
Treatment System	Sixteen	<ol style="list-style-type: none"> 1. Paint Rehab at Alvarado PS and East Primary Clarifiers 2. Cathodic Protection Rehab 3. Cogeneration and Gas Treatment System Project 4. East Aeration Basins Assessment and Rehab 5. Headworks Conveyor and Compactor Project 6. INKA Structure Demolition 7. MCC Replacement, Phase II 8. Odor Scrubber System Improvements 9. PLC Replacement Project 10. Primary Clarifier 1-4 Rehab Project 11. Primary Digester No. 4 Rehab 12. RAS PS Pumps, Valves & Pipe Replacement Project 13. Sludge Drying (BACWA) 14. Thickener Control Building Improvements 15. Thickener Mechanism No 3 & 4 Replacement 16. Thickener Pumps Replacement



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General
Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: January 16, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rich Cortés, Business Services Manager
Roslyn Fuller, Purchasing Agent
Kim Truong, Administrative Specialist I

SUBJECT: Agenda Item No. 14 – January 28, 2013
Information item: **CAL-CARD QUARTERLY MERCHANT
ACTIVITY REPORT**

Recommendation

Information Only

Information

The attached CalCard Merchant Spend Analysis details the CAL-Card activity for the second quarter of FY 2013. This covers transactions for the CAL-Card billing period September 25, 2012 through December 24, 2012. During this quarter, we had 260 transactions totaling \$63,464.84.

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
137510	Rialto	8999	<u>SVM PREPAID CARD</u>	800-720-6428	IL	\$ 2,822.43	1	\$ 2,822.43	\$ 0.00	0	\$ 2,822.43	4.51%	1	\$ 0.00
137510	Rialto	8999	<u>SQ *JODOG SAFETY INNOVATI</u>	RENO	NV	2,703.94	1	2,703.94	0.00	0	2,703.94	4.32%	1	0.00
47979	WHOLESALE TRADE	5085	<u>HACH COMPANY</u>	9706631377	CO	2,564.05	4	641.01	0.00	0	2,564.05	4.09%	4	127.76
47963	BUSINESS EXPENS	8398	<u>CA WATER ENV ASSN</u>	510-382-7800	CA	2,418.91	20	120.95	0.00	0	2,418.91	3.86%	20	0.00
137510	Rialto	9399	<u>UNION CITY CITY HALL</u>	UNION CITY	CA	2,218.00	4	554.50	0.00	0	2,218.00	3.54%	4	0.00
150085	MCC5969	5969	<u>SEARS COM INTERNET</u>	800-349-4358	IA	2,035.10	4	508.78	18.48	1	2,016.62	3.22%	5	107.11
47979	WHOLESALE TRADE	5085	<u>W W GRAINGER 916</u>	877-2022594	IL	2,007.18	2	1,003.59	0.00	0	2,007.18	3.20%	2	169.95
137510	Rialto	9399	<u>UNION CITY CITY HALL</u>	510-675-5381	CA	1,537.50	3	512.50	0.00	0	1,537.50	2.45%	3	0.00
137510	Rialto	5812	<u>FAMOUS DAVE'S</u>	SAN JOSE	CA	1,531.31	1	1,531.31	0.00	0	1,531.31	2.44%	1	0.00
47979	WHOLESALE TRADE	5085	<u>CALIFORNIA SERVICE TOOL -</u>	510-7821000	CA	1,484.54	3	494.85	0.00	0	1,484.54	2.37%	3	123.43
47966	MAIL/TELEPHON E	5964	<u>CDW GOVERNMENT</u>	800-800-4239	IL	1,423.23	2	711.62	0.00	0	1,423.23	2.27%	2	119.48
47979	WHOLESALE TRADE	5065	<u>STEVEN ENGINEERING</u>	650-7459147	CA	1,419.03	6	236.51	0.00	0	1,419.03	2.27%	6	0.00
47970	OFFICE SERVICES	8911	<u>BURLINGAME ENGINEERING</u>	CONCORD	CA	1,240.50	2	620.25	0.00	0	1,240.50	1.98%	2	0.00
47972	OTHER	7299	<u>CALIFORNIA STORMWATER QU</u>	650-366-1042	CA	1,120.00	2	560.00	0.00	0	1,120.00	1.79%	2	0.00
47979	WHOLESALE TRADE	5172	<u>VALLEY OIL</u>	650-9672263	CA	1,119.81	2	559.90	0.00	0	1,119.81	1.79%	2	0.02
47979	WHOLESALE TRADE	5085	<u>KEN GRADY COMPANY</u>	415-8835924	CA	1,034.65	2	517.33	0.00	0	1,034.65	1.65%	2	0.00
212656	SCCLD AUTO	5541	<u>WESTERN STATES OIL (WA</u>	SAN LEANDRO	CA	916.81	1	916.81	0.00	0	916.81	1.46%	1	0.00
47961	AUTO/RV DEALERS	5511	<u>CABRAL CHRYSLER JEEP DODG</u>	MANTECA	CA	906.76	3	302.25	0.00	0	906.76	1.45%	3	0.00
47979	WHOLESALE TRADE	5251	<u>D & F LIQUIDATORS</u>	510-785-9600	CA	793.91	3	264.64	0.00	0	793.91	1.27%	3	0.00
47971	OFFICE SUPPLIES	5942	<u>AMAZON MKTPLACE PMTS</u>	AMZN.COM/BILL	WA	787.12	6	131.19	0.00	0	787.12	1.26%	6	23.68
47978	VEHICLE EXPENSE	5533	<u>AUTO ACCESSORIES GARAGE J</u>	708-4442580	IL	750.00	1	750.00	0.00	0	750.00	1.20%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMAZON.COM	AMZN.COM/BILL	WA	729.65	7	104.24	0.00	0	729.65	1.16%	7	61.56
47979	WHOLESALE TRADE	5046	PAPE MATERIAL HANDLING 10	510-6594100	CA	725.45	1	725.45	0.00	0	725.45	1.16%	1	61.42
47979	WHOLESALE TRADE	5039	OWEN EQUIPMENT SALES	800-9923656	CA	717.25	2	358.63	0.00	0	717.25	1.15%	2	59.45
47979	WHOLESALE TRADE	5051	ALBANY STEEL	707-259-0777	CA	710.27	1	710.27	0.00	0	710.27	1.13%	1	0.00
47966	MAIL/TELEPHONE	5964	USA BLUE BOOK	800-493-9876	IL	702.17	2	351.09	0.00	0	702.17	1.12%	2	0.00
137510	Rialto	8999	RICK HERNS PRODUCTIONS	650-324-3200	CA	700.00	1	700.00	0.00	0	700.00	1.12%	1	0.00
47979	WHOLESALE TRADE	5051	METALS DEPOT	859-7452650	KY	695.29	1	695.29	0.00	0	695.29	1.11%	1	0.00
47979	WHOLESALE TRADE	5085	RB WAGNER INC	414-214-8377	WI	685.46	1	685.46	0.00	0	685.46	1.09%	1	0.00
47979	WHOLESALE TRADE	5085	SOUTHWEST VALVE & EQUIPM	FRESNO	CA	669.11	1	669.11	0.00	0	669.11	1.07%	1	0.00
150085	MCC5969 BUILDING	5969	4IMPRINT	877-4467746	WI	664.75	1	664.75	0.00	0	664.75	1.06%	1	0.00
47962	SERVIC	1799	PUMP REPAIR	DALY CITY	CA	638.14	2	319.07	0.00	0	638.14	1.02%	2	0.00
212656	SCCLD AUTO	7538	SERVICE CO IN	FREMONT	CA	620.78	2	310.39	0.00	0	620.78	0.99%	2	0.00
212656	SCCLD AUTO	5532	CATS AUTO REPAIR WINGFOOT	510-7836700	CA	620.56	1	620.56	0.00	0	620.56	0.99%	1	0.00
47979	WHOLESALE TRADE	5046	COMMERCIAL TI	850-2794882	FL	596.97	1	596.97	0.00	0	596.97	0.95%	1	0.00
138763	SEMINAR/CONF.	8641	PULSAR PROCESS MEASUREMENT	800-797-6223	TX	550.00	1	550.00	0.00	0	550.00	0.88%	1	0.00
47979	WHOLESALE TRADE	5046	NACE INTERNATIONAL	512-5390710	NV	521.91	1	521.91	0.00	0	521.91	0.83%	1	0.00
47979	WHOLESALE TRADE	5045	AHERNRENTALS ADMINISTRATI	248-9872305	MI	512.06	1	512.06	0.00	0	512.06	0.82%	1	0.00
47970	OFFICE SERVICES	2741	QUESTYME USA INC	330-467-7588	OH	500.00	1	500.00	0.00	0	500.00	0.80%	1	0.00
47963	BUSINESS EXPENS	8299	TRENCHLESS TECHNOLOGY	210-2264600	TX	480.00	1	480.00	0.00	0	480.00	0.77%	1	0.00
47979	WHOLESALE TRADE	5046	AMERICAN PAYROLL ASSOCIAT	540-967-2600	VA	466.45	1	466.45	0.00	0	466.45	0.74%	1	35.34
47979	WHOLESALE TRADE	5021	TRI DIM FILTER CORP	541-7793763	OR	460.00	2	230.00	0.00	0	460.00	0.73%	2	0.00
47970	OFFICE SERVICES	7399	ERGO IN DEMAND INC	916-6588200	CA	450.00	1	450.00	0.00	0	450.00	0.72%	1	0.00

Merchant Spend Analysis - Detail

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47979	WHOLESALE TRADE	ROSEMOUNT	5085	MEASURE	952-828-3763	MIN	430.75	1	430.75	0.00	0	430.75	0.69%	1	36.47
47979	WHOLESALE TRADE	SOL*SNAP-ON INDUSTRIAL	5251	877-740-1900		GA	420.95	1	420.95	0.00	0	420.95	0.67%	1	35.65
141822	Hardware Supply	THE HOME DEPOT 635	5200	UNION CITY		CA	414.13	3	138.04	0.00	0	414.13	0.66%	3	35.07
47979	WHOLESALE TRADE	TELEDYNE ISCO INC	5047	402-4640231		NE	411.21	2	205.60	0.00	0	411.21	0.66%	2	0.00
47978	VEHICLE EXPENSE	PAYPAL *SHOP EQUIP	5533	402-935-7733		IL	409.00	1	409.00	0.00	0	409.00	0.65%	1	0.00
47979	WHOLESALE TRADE	DMI*DELL K-12/GOVT	5045	800-981-3355		TX	408.87	4	102.22	0.00	0	408.87	0.65%	4	34.61
47972	OTHER	APL*APPLE ONLINE STORE	5732	800-676-2775		CA	398.92	3	132.97	0.00	0	398.92	0.64%	3	32.97
47970	OFFICE SERVICES	CAL OSHA REPORTER	7399	916-774-4000		CA	395.00	1	395.00	0.00	0	395.00	0.63%	1	0.00
47970	OFFICE SERVICES	INGENIUM	7399	WELLINGTON			391.83	1	391.83	0.00	0	391.83	0.63%	1	0.00
47963	BUSINESS EXPENS	NORTH AMERICAN SOCIETY FO	8398	703-3515252		NY	375.00	2	187.50	0.00	0	375.00	0.60%	2	0.00
47970	OFFICE SERVICES	ABACUS PRODUCTS INC.	2741	510-7859990		CA	374.08	1	374.08	0.00	0	374.08	0.60%	1	30.33
150085	MCC5969	REMOTE SATELLITE SYSTE	5969	707-5458199		CA	350.16	1	350.16	0.00	0	350.16	0.56%	1	0.00
137510	Rialto	VINGES CAF	5812	510-6573287		CA	350.00	1	350.00	0.00	0	350.00	0.56%	1	0.00
47972	OTHER	LEDTRONICS INC.	5732	TORRANCE		CA	324.22	1	324.22	0.00	0	324.22	0.52%	1	0.00
47979	WHOLESALE TRADE	NW PUMP & EQUIP FREMONT	5085	5032052198		OR	316.50	2	158.25	0.00	0	316.50	0.51%	2	25.46
47979	WHOLESALE TRADE	TIFCO INDUSTRIES, INC.	5085	281-5716000		TX	313.07	1	313.07	0.00	0	313.07	0.50%	1	19.85
47972	OTHER	VALLEJO ELECTRIC MOTOR SH	7699	VALLEJO		CA	306.68	1	306.68	0.00	0	306.68	0.49%	1	0.00
47979	WHOLESALE TRADE	TARGET 00014225	5411	FREMONT		CA	300.00	1	300.00	0.00	0	300.00	0.48%	1	0.00
47970	OFFICE SERVICES	SAFETYSIGN.COM	7333	800-2746271		NJ	288.80	1	288.80	0.00	0	288.80	0.46%	1	0.00
47970	OFFICE SERVICES	CONTENT MANAGEMENT COR	7338	510-505-1100		CA	282.75	1	282.75	0.00	0	282.75	0.45%	1	0.00
47979	WHOLESALE TRADE	CRANEVEYOR CORP	5065	626-4421524		CA	267.69	1	267.69	0.00	0	267.69	0.43%	1	0.00
137510	Rialto	PASTA POMODORO2010	5812	UNION CITY		CA	262.47	2	131.24	0.00	0	262.47	0.42%	2	0.00

Merchant Spend Analysis - Detail

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137510	Rialto	5814	CHINESE REST	UNION CITY	CA	259.62	3	86.54	0.00	0	259.62	0.41%	3	0.00
47979	WHOLESALE TRADE	5072	ETOOLSCITY.COM	909-869-7555	CA	257.36	1	257.36	0.00	0	257.36	0.41%	1	17.40
47972	OTHER	5732	FACTORY OUTLET STORE	800-816-0810	NY	238.90	1	238.90	0.00	0	238.90	0.38%	1	0.00
47979	WHOLESALE TRADE	5065	MANCO	707-2586140	CA	238.65	1	238.65	0.00	0	238.65	0.38%	1	2.39
47966	MAIL/TELEPHONE	5964	AUTO BODY TOOLMART	800-356-5778	IL	238.52	1	238.52	0.00	0	238.52	0.38%	1	0.00
47978	VEHICLE EXPENSE	5533	PACIFIC LIFT AND EQUIP	626-797-4100	CA	236.43	1	236.43	0.00	0	236.43	0.38%	1	0.00
47967	MEDICAL	8043	3M/RXPR 02138967 02138	800-982-2828	IN	228.38	1	228.38	0.00	0	228.38	0.36%	1	0.00
47970	OFFICE SERVICES	7399	HTTP://WEBEX.COM	916-861-3174	CA	228.00	1	228.00	0.00	0	228.00	0.36%	1	0.00
212656	SCOLD AUTO	5532	AMERICAS-TIRE-C O CAN-14	UNION CITY	CA	225.50	1	225.50	0.00	0	225.50	0.36%	1	18.50
47979	WHOLESALE TRADE	5085	REED & GRAHAM, INC.	SAN JOSE	CA	224.66	1	224.66	0.00	0	224.66	0.36%	1	17.36
141822	Hardware Supply	5200	LOWES #01132*	UNION CITY	CA	284.19	8	35.52	68.76	2	215.43	0.34%	10	24.06
47979	WHOLESALE TRADE	5046	CABLE AND CONNECTIVITY	503-697-7308	OR	214.25	1	214.25	0.00	0	214.25	0.34%	1	0.00
47970	OFFICE SERVICES	7399	SOURCEGEAR LLC	217-356-0105	IL	210.00	1	210.00	0.00	0	210.00	0.34%	1	0.00
137510	Rialto	3066	SOUTHWESTAIRS2 62472630718	DALLAS	TX	205.60	1	205.60	0.00	0	205.60	0.33%	1	0.00
		3066	SOUTHWESTAIRS2 62472630719	DALLAS	TX	205.60	1	205.60	0.00	0	205.60	0.33%	1	0.00
47970	OFFICE SERVICES	8911	BROWN AND CALDWELL	925-2102277	CO	200.00	1	200.00	0.00	0	200.00	0.32%	1	0.00
47963	BUSINESS EXPENS	8398	NFPA NATL FIRE PROTECT	800-344-3555	MA	198.04	1	198.04	0.00	0	198.04	0.32%	1	16.77
47966	MAIL/TELEPHONE	5964	HRDQ	800-6334533	PA	186.31	2	93.16	0.00	0	186.31	0.30%	2	0.00
47963	BUSINESS EXPENS	8249	ROCKHURST UNIVERS01 OF 01	913-4327755	KS	179.00	1	179.00	0.00	0	179.00	0.29%	1	0.00
150085	MCC5969	5969	AMERICAN PUBLIC WORKS	DAN.PAVLICH@C	MO	174.00	1	174.00	0.00	0	174.00	0.28%	1	0.00
47979	WHOLESALE TRADE	5044	PTM DOCUMENT SYSTEMS INC	707-5766304	CA	170.38	1	170.38	0.00	0	170.38	0.27%	1	11.92
47967	MEDICAL	8043	3M/RXPR 02121373 02121	800-982-2828	IN	157.69	1	157.69	0.00	0	157.69	0.25%	1	0.00

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47979	WHOLESALE TRADE	5065	APC DATA CENTER UNIVER	401-398-8450N	RI	157.32	1	157.32	0.00	0	157.32	0.25%	1	0.00
137510	Riabo	8999	PAYPAL	402-935-7733	CA	150.00	1	150.00	0.00	0	150.00	0.24%	1	0.00
		8999	*CITYCLERKAS	402-935-7733	CA	150.00	1	150.00	0.00	0	150.00	0.24%	1	0.00
47963	BUSINESS EXPENS	8299	OAKSTONE PUBLISH WELLNES	205-991-5188	AL	149.91	1	149.91	0.00	0	149.91	0.24%	1	0.00
211845	MCC5733	5733	GCM'NSCN-FRND-W B	800-776-5173	OR	142.00	2	71.00	0.00	0	142.00	0.23%	2	0.00
47979	WHOLESALE TRADE	5251	CABLETIES AND MORE.COM	416-663-5554	WY	132.34	1	132.34	0.00	0	132.34	0.21%	1	0.00
47970	OFFICE SERVICES	7338	FEDEXOFFICE	UNION CITY	CA	131.06	3	43.69	0.00	0	131.06	0.21%	3	111.80
47979	WHOLESALE TRADE	5199	BAUDVILLE INC.	800-728-0888	MI	122.10	1	122.10	0.00	0	122.10	0.19%	1	0.00
137510	Riabo	8999	NATL NOTARY ASSN PHONE	800-876-6827	CA	119.66	1	119.66	0.00	0	119.66	0.19%	1	0.00
47966	MAIL/TELEPHON E	5965	SUMMIT RACING MAIL ORDER	800-230-3030	OH	117.32	2	58.66	0.00	0	117.32	0.19%	2	0.00
137510	Riabo	5812	THAI KITCHEN RESTAURAN	UNION CITY	CA	114.06	1	114.06	0.00	0	114.06	0.18%	1	0.00
138753	SEMINAR/CONF.	8641	CALIFORNIA SOCIETY OF MUN	916-2312137	CA	110.00	1	110.00	0.00	0	110.00	0.18%	1	0.00
47971	OFFICE SUPPLIES	5943	OFFICE MAX	UNION CITY	CA	109.63	3	36.54	0.00	0	109.63	0.18%	3	9.28
47979	WHOLESALE TRADE	5085	EPASALES	866-448-5547	TN	107.95	1	107.95	0.00	0	107.95	0.17%	1	0.00
47979	WHOLESALE TRADE	5311	SEARS ROEBUCK 1248	HAYWARD	CA	103.29	1	103.29	0.00	0	103.29	0.16%	1	8.31
47979	WHOLESALE TRADE	5046	ELMER SCHULTZ SERVICES IN	215-6275400	PA	102.10	1	102.10	0.00	0	102.10	0.16%	1	0.00
47966	MAIL/TELEPHON E	5964	QA SUPPLIES LLC	800-472-7205	VA	101.54	1	101.54	0.00	0	101.54	0.16%	1	0.00
47972	OTHER	5999	WECO INDUSTRIES LLC	VACAVILLE	CA	95.77	1	95.77	0.00	0	95.77	0.15%	1	7.33
47979	WHOLESALE TRADE	5300	U.S. SAFEY & SUPPLY COMP	HTTP://WWW.PA	CA	93.54	1	93.54	0.00	0	93.54	0.15%	1	0.00
47962	BUILDING SERVIC	1731	MC MILLAN BROS ELECTRIC CO	415-8265100	CA	90.95	1	90.95	0.00	0	90.95	0.15%	1	0.00
47979	WHOLESALE TRADE	5085	MAR-LEN SUPPLY INC	HAYWARD	CA	86.23	1	86.23	0.00	0	86.23	0.14%	1	6.94
47978	VEHICLE EXPENSE	5533	ROCK AUTO	608-661-1376	WI	85.73	1	85.73	0.00	0	85.73	0.14%	1	0.00

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						Debit Trans	Amount			Credit Trans	Amount			Credit Trans	Amount	
47972	OTHER	5992	FTD*FTD.COM	501-8336470	IL	1	\$ 81.86	\$ 81.86	\$ 0.00	0	\$ 0.00	\$ 81.86	0.13%	1	\$ 0.00	0.00
47978	VEHICLE EXPENSE	5935	FREMONT RECYCL & TRANS	FREMONT	CA	2	81.62	40.81	0.00	0	0.00	81.62	0.13%	2	0.00	0.00
47972	OTHER	5999	ASI*WWW.MYFIRSTAIDCOMP	316-283-0687	WA	1	80.60	80.60	0.00	0	0.00	80.60	0.13%	1	0.00	0.00
47963	BUSINESS EXPENS	8398	PAYPAL *PAPA	402-935-7733	CA	1	80.00	80.00	0.00	0	0.00	80.00	0.13%	1	0.00	0.00
137510	Riatio	8699	PESTICIDE APPLIC PROF	831-4423536	CA	1	80.00	80.00	0.00	0	0.00	80.00	0.13%	1	0.00	0.00
47979	WHOLESALE TRADE	5251	HARBOR FREIGHT TOOLS 38	NEWARK	CA	2	79.36	39.68	0.00	0	0.00	79.36	0.13%	2	6.38	0.00
211845	MCC5733	5733	ALLEGRO MUSIC	FREMONT	CA	1	78.00	78.00	0.00	0	0.00	78.00	0.12%	1	0.00	0.00
47963	BUSINESS EXPENS	8299	NCS*ITL CDE COUNCIL EX	800-511-3478	MN	1	75.00	75.00	0.00	0	0.00	75.00	0.12%	1	0.00	0.00
47970	OFFICE SERVICES	7311	CRAIGSLIST.ORG	415-566-6394	CA	1	75.00	75.00	0.00	0	0.00	75.00	0.12%	1	0.00	0.00
150085	MCC5969	5969	SEARS.COM INTERNET	800-349-4358	IL	2	74.46	37.23	0.00	0	0.00	74.46	0.12%	2	4.30	0.00
47972	OTHER	5999	PARTY AMERICA	UNION CITY	CA	2	73.52	36.76	0.00	0	0.00	73.52	0.12%	2	0.00	0.00
47967	MEDICAL	8043	3M/RXPR 02140391 02140	800-982-2828	IN	1	70.69	70.69	0.00	0	0.00	70.69	0.11%	1	0.00	0.00
47972	OTHER	5992	TELEFLORACOM PICKS RCV	800-8229547	CA	1	68.95	68.95	0.00	0	0.00	68.95	0.11%	1	0.00	0.00
47979	WHOLESALE TRADE	5046	MAILQUICK	866-782-6791	TX	2	68.82	34.41	0.00	0	0.00	68.82	0.11%	2	0.00	0.00
47979	WHOLESALE TRADE	5169	NSI SOLUTIONS INC	919-9579672	NC	1	68.00	68.00	0.00	0	0.00	68.00	0.11%	1	0.00	0.00
47972	OTHER	5999	MY CAFE.COM	217-585-7767	IL	1	64.42	64.42	0.00	0	0.00	64.42	0.10%	1	0.00	0.00
212656	SCCLD AUTO	7538	MISSION VALLEY PARTS	SAN JOSE	CA	1	62.51	62.51	0.00	0	0.00	62.51	0.10%	1	0.00	0.00
137510	Riatio	8699	NIGP.ORG	800-367-6447	VA	1	59.00	59.00	0.00	0	0.00	59.00	0.09%	1	0.00	0.00
47979	WHOLESALE TRADE	5085	ALLIED PACKING & SUPPLY	510-654-3274	CA	1	57.48	57.48	0.00	0	0.00	57.48	0.09%	1	0.00	0.00
137510	Riatio	8999	PAYPAL *METERBUZZ	402-935-7733	CA	1	55.90	55.90	0.00	0	0.00	55.90	0.09%	1	0.00	0.00
47978	VEHICLE EXPENSE	5533	GNPARTSDIRECT.COM	336-7607046	NC	1	48.21	48.21	0.00	0	0.00	48.21	0.08%	1	0.00	0.00
47979	WHOLESALE TRADE	5046	CABLE MOORE INC	510-272-0218	CA	1	45.65	45.65	0.00	0	0.00	45.65	0.07%	1	3.67	0.00
47972	OTHER	4816	PAYPAL *NETWORKSOLU	402-935-7733	VA	1	44.98	44.98	0.00	0	0.00	44.98	0.07%	1	0.00	0.00
47972	OTHER	5732	APPLE STORE #R002	PALO ALTO	CA	1	42.27	42.27	0.00	0	0.00	42.27	0.07%	1	0.00	0.00

Merchant Spend Analysis - Detail

Merchant Category	Merchant Code Group	Merchant Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47972	OTHER	YAHOO	4816	800-318-0870	CA		41.82	3	13.94	0.00	0	41.82	0.07%	3	0.00
212656	SCCLD AUTO	*BAYAREABIOSOLI SHELL OIL 57442182705	5541	OROVILLE	CA		40.00	1	40.00	0.00	0	40.00	0.06%	1	2.70
47979	WHOLESALE TRADE	THE LIGHTHOUSE	5072	HAYWARD	CA		35.79	1	35.79	0.00	0	35.79	0.06%	1	0.00
47972	OTHER	APL*APPLE ITUNES STORE	5735	866-712-7753	CA		34.93	2	17.47	0.00	0	34.93	0.06%	2	0.00
47979	WHOLESALE TRADE	PLANNER PADS CO	5111	402-5920676	NE		32.94	1	32.94	0.00	0	32.94	0.05%	1	0.00
47963	BUSINESS EXPENS	CCL*CTR GREAT LEAD USA	8299	336-545-2810	NC		32.72	1	32.72	0.00	0	32.72	0.05%	1	0.00
47979	WHOLESALE TRADE	CALENDARS	5111	800-365-9327	NY		30.98	1	30.98	0.00	0	30.98	0.05%	1	0.00
47979	WHOLESALE TRADE	LUCKY #782 UNION CI	5411	UNION CITY	CA		25.73	2	12.87	0.00	0	25.73	0.04%	2	0.00
47979	WHOLESALE TRADE	TAP PLASTICS #20	5199	510-8958249	CA		25.01	1	25.01	0.00	0	25.01	0.04%	1	2.01
212656	SCCLD AUTO	76 10093607	5541	DUBLIN	CA		23.91	1	23.91	0.00	0	23.91	0.04%	1	1.92
47979	WHOLESALE TRADE	DEWALT FCTRY SERV #054	5251	HAYWARD	CA		23.36	1	23.36	0.00	0	23.36	0.04%	1	0.00
47966	MAIL/TELEPHON E	OFFICE MAX	5965	800-283-7674	IL		21.60	1	21.60	0.00	0	21.60	0.03%	1	1.16
47961	AUTO/RV DEALERS	FREMONT FORD MAZDA	5511	NEWARK	CA		19.61	1	19.61	0.00	0	19.61	0.03%	1	0.00
47971	OFFICE SUPPLIES	FRANKLINCOVEYP RODUCTS	5943	800-819-1812	UT		16.87	1	16.87	0.00	0	16.87	0.03%	1	1.43
47970	OFFICE SERVICES	SF CHRONICLE SUBSCRIPTN	5968	800-310-2455	CA		15.95	1	15.95	0.00	0	15.95	0.03%	1	0.00
137510	Rialto	CHIPOTLE 1529	5814	UNION CITY	CA		13.66	2	6.83	0.00	0	13.66	0.02%	2	0.00
47972	OTHER	RADIOSHACK COR00132522	5732	UNION CITY	CA		13.50	2	6.75	0.00	0	13.50	0.02%	2	0.81
150085	MCC5989	BHJ BAYCITY SCREW AND BOL	5969	510-7971562	CA		12.23	1	12.23	0.00	0	12.23	0.02%	1	0.98
47972	OTHER	PAYPAL *BATTERYSTORE	5732	402-935-7733	NJ		11.22	1	11.22	0.00	0	11.22	0.02%	1	0.00
47963	BUSINESS EXPENS	CA WATER ENV ASSN	8398	5103827800	CA		0.00	0	0.00	140.00	1	(140.00)	0.00%	1	0.00
47979	WHOLESALE TRADE	TELEDYNE ISCO INC	5047	LINCOLN	NE		0.00	0	0.00	210.85	1	(210.85)	0.00%	1	17.85

Merchant Spend Analysis - Detail / trouting1 / 01/15/2013 10:12:48

Merchant Spend Analysis - Detail

Merchant Category Code Group Description		MCC	Merchant Name	Merchant City	Merchant State/Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47972	OTHER	7299	CALIFORNIA STORMWATER QU	MENLO PARK	CA	\$ 0.00	0	\$ 0.00	\$ 393.75	2	\$ (393.75)	-0.63%	2	\$ 0.00
Total						\$63,464.84			\$ 831.84		\$62,633.00		260	\$ 1,434.88
Total Number of Records:						155								
End of Report														

Merchant Spend Analysis - Detail Output Parameter Page

Cycle Close Date Range: 10/2012 to 12/2012
Merchant Profile Source: Association
Merchant Names: All
Merchant Category Code Group: All
Merchant States: All

Sort Report By: (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort
Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy Position:	Bank	Agent	Company	Division	Department
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	1425	3135	51756	All	All
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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: January 8, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard Currie, General Manager/District Engineer
Richard Cortes, Business Services Manager
Deborah Kull, Sr. Accountant

SUBJECT: Agenda Item No. 15 - Meeting of January 28, 2013
Information Item: Status Report on Computer Purchase and Student Loan Program

Reporting Period: July 1, 2012 – December 31, 2012

Maximum USD Commitment for Computer Loans	\$50,000
Maximum USD Commitment for Student Loans	\$15,000

Outstanding Loans July 1, 2012	\$37,150
Computer	\$37,150
Student	\$ 0
Add: New Loan Disbursements	\$ 7,859
Computer	\$ 7,859
Student	\$ 0
Less: Payroll Deduction Payments	\$13,006
Computer	\$13,006
Student	\$ 0
Loans Outstanding	\$32,003
Computer	\$32,003
Student	\$ 0
Funds Available - Computer and Student	\$17,997

Statistics – Computer Purchase Loans

Current average loan balance	\$ 1,032
Employees currently participating	31
Number of current employees who have participated	73
Current period average original loan	\$ 1,965



16. Report from EBDA Meeting of January 24, 2013.

Meeting of January 28, 2013

There are no written materials for this item.

UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149327	1/17/2013	20121127.1	SWRCB - STATE WATER RESOURCES	SRF LOAN #C065085110 - NEWARK PS	\$685,404.62	\$685,404.62
149203	1/10/2013	2726	CAL SAN RISK MNGT AUTH	12/31/12-13 PLP PROGRAM	\$137,840.00	\$137,840.00
149194	1/10/2013	72402	AMERICAN CONSTRUCTION AND	CATHODIC PROTECTION IMPROVEMENTS	\$132,404.42	\$132,404.42
149204	1/10/2013	125946	CAROLLO ENGINEERS	HEADWORKS AND EMERGENCY OUTFALL IMPROV	\$186.27	\$127,904.06
	1/10/2013	126011		PRIMARY CLARIFIERS 1 - 4 REHABILITATION	\$4,879.04	
	1/10/2013	125965		HEADWORKS AND EMERGENCY OUTFALL IMPROV	\$1,471.83	
	1/10/2013	125882		THICKENER CONTROL BLDG INTERIM IMPROV	\$6,692.28	
	1/10/2013	125884		COGENERATION PROJECT	\$95,709.16	
	1/10/2013	125883		THICKENER CONTROL BUILDING IMPROV PH II	\$12,193.63	
	1/10/2013	125891		COGENERATION PROJECT	\$869.08	
	1/10/2013	125885		INKA DEMOLITION	\$5,902.77	
149295	1/17/2013	800329.5	KJ WOODS CONSTRUCTION INC	SFPUC AT MISSION BLVD & I-680	\$103,916.80	\$103,916.80
149279	1/17/2013	676700	CDW GOVERNMENT LLC	CISCO SMARTNET RENEWAL OCT2012-OCT2013	\$12,883.00	\$46,785.46
	1/17/2013	716031		HD BACKUP TARGET R&R	\$33,902.46	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149275	1/17/2013	121252	BEECHER ENGINEERING	PLC REPLACEMENT - PHASE 1	\$800.00	\$21,560.00
	1/17/2013	121251		COGENERATION PROJECT	\$1,200.00	
	1/17/2013	121255		MCC REPLACEMENT - PHASE 2	\$1,920.00	
	1/17/2013	121257		THICKENER CONTROL BLDG INTERIM IMPROV	\$17,640.00	
149216	1/10/2013	471077C	DELTA DENTAL SERVICE	DECEMBER 2012 DENTAL	\$17,296.40	\$19,510.34
	1/10/2013	471077A		DECEMBER 2012 DENTAL	\$2,213.94	
149332	1/17/2013	533620121224	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL CARD STMT - DEC 2012	\$15,440.51	\$15,440.51
149242	1/10/2013	761520121226	PACIFIC GAS AND ELECTRIC	SERVICE TO 12/26/12 NEWARK PS	\$11,819.19	\$11,819.19
149253	1/10/2013	86302	SWRCB - STATE WATER RESOURCES	ANNUAL WASTE DISCHARGE FEE	\$10,000.00	\$10,000.00
149257	1/10/2013	526760	UNIVAR USA, INC	4,791 GALS SODIUM HYPOCHLORITE	\$2,358.52	\$9,638.86
	1/10/2013	527091		5,006 GALS SODIUM HYPOCHLORITE	\$2,464.35	
	1/10/2013	527092		4,991 GALS SODIUM HYPOCHLORITE	\$2,456.97	
	1/10/2013	527720		4,792 GALS SODIUM HYPOCHLORITE	\$2,359.02	
149322	1/17/2013	901036628	SIEMENS INDUSTRY INC	2,010 GALS HYDROGEN PEROXIDE	\$8,783.70	\$8,783.70
149251	1/10/2013	901027166	SIEMENS INDUSTRY INC	1,940 GALS HYDROGEN PEROXIDE	\$8,477.80	\$8,477.80
149224	1/10/2013	8079156	HACH COMPANY	1 EA HACH TSS METER 2 ITEMIZED	\$4,625.89	\$7,657.14
	1/10/2013	8072705		HACH TSS METER 2 ITEMIZED	\$3,031.25	
149191	1/10/2013	4071036120121227	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/27/12-BENSON ROAD	\$6,737.42	\$6,776.35
	1/10/2013	4071038120121227		SERV TO: 12/27/12-BENSON ROAD	\$38.93	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149321	1/17/2013	13011036002	SCADA SUPPORT GROUP	PRIMARY CLARIFIERS 1 - 4 REHABILITATION	\$1,440.75	\$6,102.07
	1/17/2013	13011071		PLC REPLACEMENT - PHASE 1	\$4,661.32	
149230	1/10/2013	9017310718	KEMIRA WATER SOLUTIONS, INC.	7.59 DRY TONS FERROUS CHLORIDE	\$5,720.11	\$5,720.11
149294	1/17/2013	9017311868	KEMIRA WATER SOLUTIONS, INC.	7.34 DRY TONS FERROUS CHLORIDE	\$5,531.70	\$5,531.70
149256	1/10/2013	148621	UNISOURCE SOLUTIONS INC	11 V-PED TOWER, 4 DRAWER VERTICAL FILES	\$4,377.65	\$5,519.75
	1/10/2013	148694		2 36X72 TACTICS TABLES	\$1,142.10	
149308	1/17/2013	86420121231	DAVID M O'HARA ATTY AT LAW	GENERAL LEGAL - DEC 12	\$3,423.00	\$5,449.50
	1/17/2013	97720121231		CIP LEGAL - DECEMBER 12	\$2,026.50	
149328	1/17/2013	130574	TOTAL WASTE SYSTEMS INC	DECEMBER 2012 GRIT DISPOSAL	\$5,362.06	\$5,362.06
149293	1/17/2013	18252	IEDA INC	LABOR RELATION CONSULTING JAN -MAR 2013	\$5,100.00	\$5,100.00
149314	1/17/2013	772946	POLYDYNE INC	43,800 LBS CLARIFLOC WE-539	\$4,976.56	\$4,976.56
149330	1/17/2013	528388	UNIVAR USA, INC	4,795 GALS SODIUM HYPOCHLORITE	\$2,360.49	\$4,817.46
	1/17/2013	528524		4,991 GALS SODIUM HYPOCHLORITE	\$2,456.97	
149283	1/17/2013	20121218	ENFO TECH & CONSULTING INC	ECMS IMPLEMENTATION	\$4,170.00	\$4,170.00
149311	1/17/2013	5251080	PALMER JOHNSONN SYSTEMS, LLC	TRANSMISSION REPAIR TRUCK #22	\$3,092.88	\$3,092.88
149206	1/10/2013	38111	CITYLEAF INC	HOLIDAY DECOR RENTAL	\$3,032.78	\$3,032.78
149220	1/10/2013	98031	FRED PRYOR SEMINARS	ETHICS TRAINING	\$2,999.00	\$2,999.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149205	1/10/2013	54151533	CINTAS CORPORATION	UNIFORM LAUNDERING SERVICE	\$306.09	\$2,985.53
	1/10/2013	54158323		UNIFORM LAUNDERING SERVICE	\$349.08	
	1/10/2013	54153794		UNIFORM LAUNDERING SERVICE	\$429.90	
	1/10/2013	54151535		ASTD DUST MOPS & TERRY TOWELS	\$53.50	
	1/10/2013	54156044		DUST MOPS, WET MOPS & TERRY TOWELS	\$87.25	
	1/10/2013	54151534		UNIFORM LAUNDERING SERVICE	\$322.16	
	1/10/2013	54153795		UNIFORM LAUNDERING SERVICE	\$318.02	
	1/10/2013	54156042		UNIFORM LAUNDERING SERVICE	\$443.70	
	1/10/2013	54156043		UNIFORM LAUNDERING SERVICE	\$282.07	
	1/10/2013	54158322		UNIFORM LAUNDERING SERVICE	\$393.76	
149304	1/17/2013	1130088	NBS	SEWER SERVICE DATA CHARGES, JAN-MAR 13	\$2,655.90	\$2,655.90
149269	1/17/2013	3957593	AT&T	SERV: 11/20/12 - 12/19/12	\$2,307.94	\$2,323.65
	1/17/2013	3963393		SERV: 11/20/12 - 12/19/12	\$15.71	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149252	1/10/2013	3189326383	STAPLES CONTRACT & COMMERCIAL	1 CREAMER	\$3.90	\$2,321.85
	1/10/2013	3189326384		24 CREAMERS, 1 CS SOAP & 5 CS LINERS	\$316.32	
	1/10/2013	3189326382		1 CREAMER	\$-3.90	
	1/10/2013	3189326381		15 CREAMERS, 1 CS HAND SOAP & 1 CS LINER	\$146.10	
	1/10/2013	3189326388		37 CALENDARS - FMC & T&D	\$154.99	
	1/10/2013	3189326390		2 PK LAMINATING POUCH LETTER	\$104.86	
	1/10/2013	3189326386		8 CS KITCHEN ROLL TOWELS 2 PLY 85 SH	\$243.76	
	1/10/2013	3189326389		1 SEB REMAN TONER HP 42X HY	\$120.16	
	1/10/2013	3189326385		24 CREAMERS, 1 CS SOAP & 5 CS LINERS	\$-8.48	
	1/10/2013	3189326392		4 POWER STRIPS & 10 CS BOTTLED WATER	\$152.29	
	1/10/2013	3189326380		1 SEB REMAN TONER HP C9730A	\$190.71	
	1/10/2013	3189326387		15 CS REGULAR COFFEE & 6 PKS FORKS	\$654.14	
	1/10/2013	3189326391		24 SUGARS, 3 CS CUPS & 1 CS TOILET SEAT	\$247.00	
149222	1/10/2013	9021124327	GRAINGER INC	1 CONTROL RELAY	\$315.97	\$2,160.19
	1/10/2013	9012891645		ASTD PARTS & MATERIALS	\$235.05	
	1/10/2013	9019778878		1 NON-METALLIC ENCLOSURE	\$542.78	
	1/10/2013	9011458800		ASTD PARTS & MATERIALS	\$504.18	
	1/10/2013	9020809688		ASTD PARTS & MATERIALS	\$495.15	
	1/10/2013	9011568178		6 QUARTZ METAL HALIDE	\$67.06	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149200	1/10/2013	9665970	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$31.28	\$2,152.79
	1/10/2013	9643330		3 TONER CARTRIDGES VARIOUS COLORS	\$959.49	
	1/10/2013	9623580		3 PRINTER CARTRIDGE YELLOW HP COLOR	\$959.49	
	1/10/2013	9642980		3 POWER STRIPS	\$26.19	
	1/10/2013	9663750		ASTD OFFICE SUPPLIES	\$176.34	
149296	1/17/2013	159479	LIEBERT CASSIDY WHITMORE	NOR-CAL EMP REL CONSORT MEMBERSHIP 2013	\$2,074.00	\$2,074.00
149241	1/10/2013	8270007	OPEN TEXT	ALCHEMY GOLD ANNUAL SOFTWARE SUPPORT	\$2,000.00	\$2,000.00
149221	1/10/2013	69539	GHD INC	BOYCE ROAD LIFT STATION	\$1,894.27	\$1,894.27
149300	1/17/2013	44054012	MCMMASTER SUPPLY INC	25 SETS PADLOCK EYES	\$103.20	\$1,781.93
	1/17/2013	44042063		1 EA WORM-DRIVE HOSE & TUBE	\$110.81	
	1/17/2013	43974788		4 EA COMPRESSION TUBE FITTINGS	\$302.22	
	1/17/2013	43901101		ASTD PARTS & MATERIALS	\$297.60	
	1/17/2013	43855917		10 PKS BLANK PLASTIC ENGRAVING PLATES	\$79.62	
	1/17/2013	43897010		60 PKS BLANK PLASTIC ENGRAVING PLATES	\$404.53	
	1/17/2013	43978202		10 PKS BLANK PLASTIC ENGRAVING PLATE	\$72.00	
	1/17/2013	44030149		10 PKS BLANK PLASTIC ENGRAVING PLATE	\$72.00	
	1/17/2013	43750964		ASTD ALUMINUM TUBES	\$82.18	
	1/17/2013	43971394		1 EA FLOWMETER	\$257.77	
149281	1/17/2013	XJ21W6239	DELL MARKETING LP C/O DELL USA	ELECTRICIAN AUTOCAD COMPUTER	\$1,713.34	\$1,713.34

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149288	1/17/2013	736222	GRANITEROCK	100 SACKS GRANITE PATCH	\$1,681.25	\$1,681.25
149280	1/17/2013	236715	CURTIS & TOMPKINS LTD	70 LAB SAMPLE ANALYSIS	\$1,155.00	\$1,650.00
	1/17/2013	236716		30 LAB SAMPLE ANALYSIS	\$495.00	
149193	1/10/2013	916001576170	ALLIED WASTE SERVICES #916	RECYCLE & ROLL OFF - DECEMBER 2012	\$1,645.41	\$1,645.41
149201	1/10/2013	264070	BRENNTAG PACIFIC, INC.	2884.5 GAL SODIUM HYDROXIDE	\$547.39	\$1,642.17
	1/10/2013	264069		5769 GAL SODIUM HYDROXIDE	\$1,094.78	
149306	1/17/2013	20130109.1	SHAWN NESGIS	EXP REIMB: DEMAND PESTICIDE	\$139.75	\$1,614.75
	1/17/2013	20130109.2		EXP REIMB: FLAGGER TRNG POWELL & DEJESUS	\$350.00	
	1/17/2013	20130110.1		EXP REIMB: QUICK CAL MEASURING DEVICES	\$1,125.00	
149232	1/10/2013	67937	KOFFLER ELECTRICAL MAR INC	GAS BLOWER MOTOR #2 REPAIR	\$1,588.78	\$1,588.78
149202	1/10/2013	11182816	BROWN & CALDWELL CONSULTANTS	PLANT GROUNDWATER WELLS MONITORING	\$1,575.72	\$1,575.72
149255	1/10/2013	720167412	TRENCH PLATE RENTAL COMPANY	BOYCE ROAD LIFT STATION	\$1,564.80	\$1,564.80
149226	1/10/2013	20130108	HASLER INC.	POSTAGE BY PHONE	\$1,500.00	\$1,500.00
149329	1/17/2013	20130111	UNION PACIFIC RAILROAD CO	CAST IRON LINING - PHASE 5	\$1,500.00	\$1,500.00
149319	1/17/2013	15386	RMC WATER & ENVIRONMENT	HAYWARD MARSH REGULATORY COMPLIANCE	\$1,475.00	\$1,475.00
149307	1/17/2013	198189	OFI TESTING EQUIPMENT, INC.	1 EA CAPILLARY SUCTION TIMER	\$1,372.00	\$1,372.00
149228	1/10/2013	481859	INDUSTRIAL SAFETY SUPPLY	ASTD NITROGEN & METHANE GASES	\$437.68	\$1,281.01
	1/10/2013	481869		ASTD NITROGEN & METHANE GASES	\$843.33	
149240	1/10/2013	5329284	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 12/09/12	\$1,080.00	\$1,080.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149305	1/17/2013	5329936	NELSON STAFFING SOLUTIONS	TEMP LABOR-GOYENA, L., WKEND 12/16/12	\$1,080.00	\$1,080.00
149235	1/10/2013	43387355	MCMMASTER SUPPLY INC	1 EA SWIVEL JOINT	\$397.75	\$1,036.59
	1/10/2013	43387354		2 EA BANDED CONE SILICONE EAR CAPS	\$21.88	
	1/10/2013	43439523		ASTD PARTS & MATERIALS	\$478.29	
	1/10/2013	43517112		ASTD PARTS & MATERIALS	\$90.99	
	1/10/2013	43570133		1 EA POLYETHYLENE FUNNEL	\$47.68	
149231	1/10/2013	15369	KEN GRADY CO INC	2 EA SENSORS	\$1,019.43	\$1,019.43
149264	1/17/2013	9011293700	AIRGAS NCN	3 CYL ARGON	\$1,012.29	\$1,012.29
149303	1/17/2013	78316	MUNICIPAL MAINT EQUIPMENT INC	ASTD SKID BODIES & EXTENSIONS	\$1,005.17	\$1,005.17
149301	1/17/2013	20130114	MITCH'S CERTIFIED CLASSES	REGIS FEE - BACKFLOW PREVENTION-CHAPARRO	\$1,000.00	\$1,000.00
149313	1/17/2013	6753	PLUMBING CONNECTION	REFUND # 16228	\$500.00	\$1,000.00
	1/17/2013	6756		REFUND # 16229	\$500.00	
149325	1/17/2013	6738	STREAMLINE PLUMBING & DRAIN	REFUND # 16227	\$500.00	\$1,000.00
	1/17/2013	6760		REFUND # 16230	\$500.00	
149316	1/17/2013	2365	REALVNC LTD	REALVNC ANNUAL MAINTENANCE & SUPPORT	\$333.00	\$999.00
	1/17/2013	2364		25 REALVNC LICENSES FOR PLANT NETWORK	\$666.00	
149282	1/17/2013	92670378	ECO LAB GCS	AUTOCLAVE SERVICING	\$981.40	\$981.40
149214	1/10/2013	20121225	DALE HARDWARE INC	12/12 - ASTD PARTS & MATERIALS	\$964.65	\$964.65

UNION SANITARY DISTRICT
CHECK REGISTER
01/05/2012-01/18/2013

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149195	1/10/2013	3942432	AT&T	SERV: 11/13/12-12/12/12	\$94.46	\$894.77
	1/10/2013	3933141		SERV: 11/13/12-12/12/12	\$800.31	
149324	1/17/2013	12312012	STATE BOARD OF EQUALIZATION	STORAGE TANK MAINT FEE 2012	\$819.50	\$819.50
149211	1/10/2013	20130102	CWEA-NRTC	CERT RENEWALS: COLL SERV 10 EMPLOYEES	\$810.00	\$810.00
149277	1/17/2013	264747	BRENNTAG PACIFIC, INC.	2885 GAL SODIUM HYDROXIDE	\$547.48	\$790.77
	1/17/2013	264746		1282 GAL SODIUM HYDROXIDE	\$243.29	
149225	1/10/2013	3F8716	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$85.96	\$770.55
	1/10/2013	3F8756		1 EA REPAIR COUPLING	\$621.58	
	1/10/2013	3F8650		4 EA PVC ELBOWS	\$32.85	
	1/10/2013	3F8757		60 FEE PVC PIPE	\$30.16	
149276	1/17/2013	9671760	BLAISDELL'S	1 COLD LUMINATOR	\$360.51	\$765.33
	1/17/2013	9632350		1 PRINTER CARTRIDGE YELLOW HP COLOR	\$226.09	
	1/17/2013	9662130		4 CASES PAPER	\$178.73	
149247	1/10/2013	204951	RKI INSTRUMENTS INC	2 SENSORS & 2 CYLINDERS	\$745.63	\$745.63
149233	1/10/2013	2063479	LAB SUPPORT	TEMP LABOR-LASODE, A., WKEND 12/16/12	\$739.58	\$739.58
149238	1/10/2013	20121231	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - DEC 2012	\$735.30	\$735.30
149291	1/17/2013	1325713	HANSON AGGREGATES INC	9.90 TONS 1/2 MED TYPE A AC-R	\$721.34	\$721.34

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149310	1/17/2013	096020130102	PACIFIC GAS AND ELECTRIC	SERV TO 01/01/13 CATHODIC PROJECT	\$39.21	\$721.03
	1/17/2013	380420130102		SERV TO 12/28/12 CHERRY ST PS	\$204.56	
	1/17/2013	898220130102		SERV TO 01/01/13 FREMONT PS	\$215.06	
	1/17/2013	666720130102		SERV TO 12/21/12 PASEO PADRE PS	\$164.53	
	1/17/2013	892820130102		SERV TO 01/01/13 HAYWARD MARSH	\$97.67	
149209	1/10/2013	191116	CRANE CARE OPERATIONS	2 PRACTICAL EXAMS FOR CRANE	\$720.00	\$720.00
149267	1/17/2013	2121833	ALPHA ANALYTICAL LABORATORIES	51 LAB SAMPLE ANALYSIS	\$702.00	\$702.00
149192	1/10/2013	5069163	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$216.00	\$700.95
	1/10/2013	1003089		1 VALVE REBUILD KIT	\$254.43	
	1/10/2013	5069255		4 OCAL FSC2-G 3/4 PVC CTD FSC BOX	\$230.52	
149315	1/17/2013	116708	R-2 ENGINEERING INC	ASTD PARTS & MATERIALS	\$699.70	\$699.70
149243	1/10/2013	326LHNCB	PARAVION AWWA RESERVATIONS	PREPAY LODGING: JAMES MCPHERSON-AWWA	\$693.54	\$693.54
149196	1/10/2013	87896581212252012 AT&T		SERV: 11/18/12-12/17/12	\$679.06	\$679.06
149318	1/17/2013	205220	RKI INSTRUMENTS INC	3 H2S SENSORS & 3 CO SENSORS	\$639.11	\$639.11
149207	1/10/2013	28382	CLAREMONT BEHAVIORAL SERVICES	JANUARY 2013 EAP PREMIUM	\$621.00	\$621.00
149197	1/10/2013	77411	ATS ELECTRO LUBE INC	17 AUTOLUBERS AND BATTERIES	\$618.03	\$618.03
149208	1/10/2013	20120102	RICHARD CORTES	EXP REIMB: ASCE & WEF MEMBERSHIP RENEWAL	\$485.00	\$605.00
	1/10/2013	20120102.1		EXP REIMB: RECOGNITION GIFT CARDS	\$120.00	

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149299	1/17/2013	3694352	MALLORY SAFETY AND SUPPLY LLC	1 CS PURELL HAND SANITIZER	\$46.41	\$599.76
	1/17/2013	3693946		ASTD GLOVES, VESTS, & OVERALLS	\$427.44	
	1/17/2013	3695070		3 EA HAND SANITIZER REFILLS	\$54.89	
	1/17/2013	3693988		1 CASE PURELL SANITIZING WIPES	\$71.02	
149263	1/10/2013	1841057713	WINGFOOT COMMERCIAL TIRE LLC	2 TIRES TRUCK SZ 225/70 R19.5	\$590.75	\$590.75
149239	1/10/2013	20130107	NASTT	REGIS FEE: J. GILL NO DIG SHOW MAR 2013	\$575.00	\$575.00
149297	1/17/2013	20130116	DAVID LIVINGSTON	EXP REIMB: 4TH QTR T&D RECOGNITION	\$575.00	\$575.00
149237	1/10/2013	50578	METROMOBILE COMMUNICATIONS INC	2 EA LI-ION BATTERIES	\$139.10	\$559.59
	1/10/2013	34395		1 EA TELEWAVE ANTENNA	\$420.49	
149323	1/17/2013	4868173010313	SIERRA SPRING WATER COMPANY	WATER SERVICE 12/07/12-01/03/13	\$294.35	\$524.35
	1/17/2013	8122768010313		BOTTLESS COOLERS RENTAL	\$230.00	
149272	1/17/2013	2521675556	BANK OF NEW YORK	NOVEMBER 2012 SERVICE FEE	\$500.00	\$500.00
149270	1/17/2013	20120109	AWWA	REGIS FEE: UTILITY MGMT CONF - MARCH 13	\$480.00	\$480.00
149261	1/10/2013	2131751	WHAT'S HAPPENING INC	AD NAME: UNION SANITARY - FOG MESSAGE	\$467.50	\$467.50
149273	1/17/2013	1239820	BARNETT MEDICAL SERVICES LLC	80 LBS PHARMACEUTICAL WASTE REMOVAL	\$164.00	\$433.00
	1/17/2013	1239240		60 LBS PHARMACEUTICAL WASTE REMOVAL	\$95.00	
	1/17/2013	1239386		60 LBS PHARMACEUTICAL WASTE REMOVAL	\$174.00	
149217	1/10/2013	12571	DIGITAL CONCRETE ENTERPRISES,	SCANNING OF CB4 FOR CORE DRILLING	\$425.00	\$425.00
149254	1/10/2013	4327	TITUS INDUSTRIAL GROUP	1 PNEUMATIC DUAL COMPONENT CAULK GUN	\$410.31	\$410.31

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149244	1/10/2013	116695	R-2 ENGINEERING INC	4 SEAL GEAR JOINTS	\$371.76	\$371.76
149302	1/17/2013	24792674	MOTION INDUSTRIES INC	1 EA BALL BEARING	\$365.53	\$365.53
149234	1/10/2013	3691875	MALLORY SAFETY AND SUPPLY LLC	ASTD GLOVES & OVERALLS	\$182.67	\$355.07
	1/10/2013	3693099		2 PAIR HIP WADERS	\$172.40	
149274	1/17/2013	15514100	BECK'S SHOES	SAFETY SHOES - L. CARDENAS/R. BASTIAN	\$351.21	\$351.21
149312	1/17/2013	20130110	PETTY CASH	PETTY CASH REPLENISHMENT	\$318.96	\$318.96
149215	1/10/2013	36191	DATCO	JAN 2013 SERVICE FEE	\$309.40	\$309.40
149286	1/17/2013	20130110	MAURICE FORTNER	TUITION REIMBURSEMENT	\$307.49	\$307.49
149223	1/10/2013	72131	H20 PRECISION INC	10 EA DRILL 1" HOLES IN MANHOLE COVERS	\$300.00	\$300.00
149290	1/17/2013	72173	H20 PRECISION INC	10 EA DRILL 1" HOLES IN MANHOLE COVERS	\$300.00	\$300.00
149333	1/17/2013	20130101	USA MOBILITY WIRELESS, INC.	JANUARY 2013 PAGER SERVICE	\$287.11	\$287.11
149219	1/10/2013	1000295471	ENVIRONMENTAL EXPRESS	2 500PK DIGESTION VESSEL WITH SCREW CAP	\$276.95	\$276.95
149278	1/17/2013	20120116	AL BUNYI	EXP REIMB: ASCE ANNUAL DUES	\$265.00	\$265.00
149227	1/10/2013	10352	HAYWARD PIPE AND SUPPLY	ASTD PIPE & FITTINGS	\$263.84	\$263.84
149309	1/17/2013	26935	OWEN EQUIPMENT SALES	2 EA HANDLE ASSEMBLIES	\$261.32	\$261.32
149198	1/10/2013	255	AUTOMATED NETWORK CONTROLS	BOYCE ROAD LIFT STATION	\$240.00	\$240.00
149292	1/17/2013	997720121228	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - DEC 2012	\$222.12	\$222.12
149289	1/17/2013	866819	GROENIGER AND COMPANY	1 EA SPHERE FLEX CONN	\$218.50	\$218.50
149271	1/17/2013	20130115	AWWA	AWWA CERTIFICATION - P. CHAPARRO	\$200.00	\$200.00

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149317	1/17/2013	3132002808	RED WING SHOE STORE	SAFETY SHOES - COSTELLO	\$185.00	\$185.00
149284	1/17/2013	116891	FASTENAL	ASTD PARTS & MATERIALS	\$175.04	\$175.04
149326	1/17/2013	20130110	SWRCB - CERTIFICATIONS	GRADE III OP CERT - BRENNER	\$170.00	\$170.00
149334	1/17/2013	8052565909	VWR INTERNATIONAL LLC	5 FLASK ERLNMEYER 1000ML	\$169.34	\$169.34
149236	1/10/2013	90658439	METAL SUPERMARKETS	144 INCHES AL SQUARE TUBE	\$168.86	\$168.86
149287	1/17/2013	9026703505	GRAINGER INC	2 EA WARNING LIGHTS, STROBE, AMBER	\$162.92	\$162.92
149229	1/10/2013	20130109	PAULETTE JACOBS-ROBERSON	EXP REIMB: MGMT MEETING LUNCH	\$161.91	\$161.91
149266	1/17/2013	4071037120130102	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 12/27/12-BENSON ROAD	\$155.10	\$155.10
149335	1/17/2013	20130111	JASON YEATES	EXP REIMB: CWEA TEST FEE EC GRADE 2	\$155.00	\$155.00
149212	1/10/2013	20130107	CWEA-NRTC	MEMBERSHIP RENEWAL: J. SEO	\$140.00	\$140.00
149259	1/10/2013	8052541456	VWR INTERNATIONAL LLC	1 MERCURIC NITRATE 0.014N 1L	\$21.43	\$137.52
	1/10/2013	8052486062		2 BDH BUFFER PH 7 YELLOW 4L CUBE	\$116.09	
149199	1/10/2013	2PW29.1	BAY AREA AIR QUALITY MGMT DIST	BOYCE ROAD LIFT STATION PERMIT	\$137.00	\$137.00
149331	1/17/2013	9853512	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/22/12	\$136.12	\$136.12
149260	1/10/2013	28336	WECO INDUSTRIES LLC	1 JACKET LITE DRIZZLER ORANGE ANSI	\$316.83	\$128.75
	1/10/2013	28474		1 JACKET LITE DRIZZLER ORANGE ANSI	\$-188.08	
149249	1/10/2013	2192707001	S & S SUPPLIES & SOLUTIONS	6 PRS GLOVES,60 PRS GLASSES & 12 BATTERY	\$128.24	\$128.24
149248	1/10/2013	20130108	ADRIANNE ROLETTO	COGENERATION PROJECT	\$119.29	\$119.29
149250	1/10/2013	762116541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.62	\$115.62

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Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
149262	1/10/2013	20130110	DONNA WIES	EXP REIMB: 7 STEP TRAINING REFRESHMENTS	\$99.82	\$99.82
149320	1/17/2013	2192707002	S & S SUPPLIES & SOLUTIONS	41 PRS GLASSES SAFETY AZTEC BROWN	\$97.65	\$97.65
149268	1/17/2013	1687228	ANALYSTS INC	4 LAB SAMPLE ANALYSIS	\$88.00	\$88.00
149213	1/10/2013	20130107.1	CWEA-NRTC	CERTIFICATE RENEWAL: J. SEO	\$85.00	\$85.00
149246	1/10/2013	20130107	LOUIS RIVERA III	EXP REIMB: MILEAGE FOR CALL OUT	\$76.08	\$76.08
149285	1/17/2013	212162283	FEDERAL EXPRESS CORPORATION	SHIPPING SERVICE - FMC/GM	\$70.07	\$70.07
149210	1/10/2013	236630	CURTIS & TOMPKINS LTD	1 LAB SAMPLE ANALYSIS	\$60.00	\$60.00
149265	1/17/2013	20120114	ALAMEDA COUNTY TREASURER	CEQA NOTICE - CAST IRON LINING PHASE V	\$50.00	\$50.00
149218	1/10/2013	615320121812	DISH NETWORK	JAN 2013 - SERVICE FEE	\$49.82	\$49.82
149245	1/10/2013	53451	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JANUARY 2013	\$48.95	\$48.95
149258	1/10/2013	9853502	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/15/12	\$30.20	\$30.20
149298	1/17/2013	20130115	DUNG LU	LIVESCAN REIMBURSEMENT	\$25.00	\$25.00
Invoices:						
Credit Memos:						
		3	-200.46			
	\$0 - \$1,000 :	170	53,180.54	\$0 - \$1,000 :	86	35,818.06
	\$1,000 - \$10,000 :	57	173,568.73	\$1,000 - \$10,000 :	49	163,595.54
	\$10,000 - \$100,000 :	8	226,884.35	\$10,000 - \$100,000 :	5	115,115.50
	Over \$100,000 :	4	1,059,565.84	Over \$100,000 :	5	1,187,469.90
	Total:	242	1,501,999.00	Total:	145	1,501,999.00

Checks:

Invoices:

S Group
2012
P Station BID

Public Notice

Legal Notice

FILED WITH THE COUNTY CLERK, RECORDER OF ALAMEDA COUNTY ON September 12, 2012.
OTF 469319
Nov. 22, 29, Dec. 6, 13, 2012

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 January 16, 2013 for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

RAS Pump Station Piping Improvements Project

Project No. 800-372

To accomplish this project, the Contractor shall complete work items indicated in the Contract Documents, including but not limited to the following:

- Replace piping, valves, and appurtenances for the five pump discharge lines at the Return Activated Sludge (RAS) Pump Station.
- Hand and/or vacuum excavate adjacent to the RAS Pump Station wet well to facilitate replacement of buried portions of piping.
- Install a temporary bypass system to facilitate construction of improvements.
- Drain the existing 42-inch diameter RAS Pump Station pipeline and remove a 42-inch diameter spool located at the RAS Meter Pit to facilitate inspection by the District.
- Other miscellaneous improvements as specified and shown.

The successful bidder will have two hundred and sixty (262) calendar days to complete the Project from the Notice to Proceed.

The Engineer's Estimate for this Project is \$700,000.

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.

Mandatory prebid and mandatory site visit following prebid

A prebid conference will be held at 10:30 am, local time, on January 7, 2013 at the District office located at 5072 Benson Road, Union City, CA 94587-2508. A site visit will be conducted immediately following the prebid conference. Attendance at both the prebid conference and site visit following the conference is mandatory for all contractors submitting a bid. For those who have attended both mandatory prebid conference and site visit, additional site visits can be scheduled if the District is notified 24 hours in advance.

Legal Notice

District office located at 5072 Benson Road, Union City, CA 94587 and a site visit will be conducted immediately following the prebid conference. Attendance at both the prebid conference and site visit following the conference is mandatory for all contractors submitting a bid. For those who have attended both mandatory prebid conference and site visit, additional site visits can be scheduled if the District is notified 24 hours in advance.

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 sending a check made out to Union Sanitary District 5072 Benson Road Union City, CA 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 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. However, all bidders submitting a bid must purchase and receive a paper copy of the Project Manual of RAS Pump

Legal Notice

Station Piping Improvements Project, Project No. 800-372 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 RAS Pump Station Piping Improvements Project, Project No. 800-372, 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 submission 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.

Legal Notice

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: Todd Yamello
5072 Benson Road
Union City, CA 94587
Phone: 510-477-7611

By: Manny Fernandez
Secretary of the Board
Union Sanitary District
Date:
December 13, 2012
DR #4710669
December 13, 20, 2012

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 January 15, 2013 for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

Thickener Control Building Interim Improvements Project 800-400

The project consists of the provision and installation of three new progressing cavity pumps and associated piping and instrumentation outside the existing Thickener Control Building at the District's Alvarado Wastewater Treatment Plant

The successful bidder will have two hundred forty (240) calendar days to complete the Project from the Notice to Proceed.

The Engineer's Estimate for this Project is \$800,000.

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.

Mandatory prebid and mandatory site visit at contractor's con-

Legal Notice

venience

A prebid conference will be held at 9:00 a.m., local time, on January 7, 2013 at the Alvarado Wastewater Treatment Plant located at 5072 Benson Road, Union City, CA 94587 and a site visit will be conducted immediately following the prebid conference. Attendance at the prebid conference is mandatory for all contractors submitting a bid and prospective bidders are encouraged to attend this site visit. 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 if the District is notified 24 hours in advance.

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 \$40 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 sending a check made out to Union Sanitary District 5072 Benson Road Union City, CA 94587 or by going to our website www.unionsanitary.com for payment by VISA or MASTERCARD credit card.

Legal Notice

the District.

Questions concerning this project should be directed to:

Union Sanitary District
Attn: Ric Pipkin
5072 Benson Road
Union City, CA 94587
Phone: 510-477-7609

By: Manny Fernandez
Secretary of the Board
Union Sanitary District
Date: December 27, 2012

AR 4720221
Dec. 27, 2012, Jan. 3, 2013

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 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. However, all bidders submitting a bid must purchase and receive a paper copy of the Project Manual of Thickener Control Building Interim Improvements Project, Project No. 800-400 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 Project Name, Project No. 800-400, 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

WEDNESDAY, JANUARY 16, 2013

CENTRAL CONTRA COSTA

Sanitation district leader set to retire

Official agrees to 'amicable' deal with the board

By David DeBolt

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MARTINEZ — Nine months after her hire date, the top official at the Central Contra Costa Sanitary District has left after agreeing to retire, district officials said Tuesday.

Ann Farrell, 61, retired as general manager on Monday, saying in a statement to staff that she had reached an "amicable agreement" with the district's five-member board. The announcement followed a closed-session meeting on Thursday in which board members reviewed and discussed Farrell's performance, the final in a series of meetings on the subject.

"The board has decided to go in another direction," board President Jim Nejedly said Tuesday, without elaboration.

The board promoted Farrell to general man-

ager on March 31, offering her a beginning annual salary of \$217,868 plus benefits. She was a 13-year employee of the sanitary district who previously worked as director of engineering.

Nejedly, who was re-elected to the board in November, said the board has reached a tentative separation agreement with Farrell that will include severance pay. The amount of severance pay was not available Tuesday as the agreement is not yet final.

Curt Swanson, a 25-year district employee, has been named interim general manager while the board begins the process of selecting a permanent replacement.

"My intention would be to find a replacement as soon as possible so we can move ahead," Nejedly said.

The sanitary district's service area stretches as far north as Martinez, as far south as San Ramon and includes Lamorinda.