



BOARD MEETING AGENDA
Monday, May 12, 2014
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.
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2. Pledge of Allegiance.
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3. Roll Call.
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Motion

4. Approval of the Minutes of April 28, 2014.
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5. Written Communications.
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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.*

Motion

7. Scheduling Public Hearing to: (1) Establish Capacity Fees of Ordinance No. 35.21, and (2) Adopt Capacity Fees for Fiscal Year 2015.
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Motion

8. Scheduling Public Hearing to: (1) Adopt Sewer Service Charge Ordinance No. 31.36, (2) Establish Sewer Service Charges for Fiscal Year 2015, and (3) Set and Collect Sewer Service Charges for Fiscal Year 2015 on the Tax Roll.
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| Motion | 9. | Awarding the Construction Contract for the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project to SAK Construction <i>(to be reviewed by the Construction Committee)</i> . |
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| Motion | 10. | Authorizing the General Manager to Execute Task Order No. 2 with West Yost Associates to Provide Design Support Services during Construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project <i>(to be reviewed by the Construction Committee)</i> . |
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| Motion | 11. | Authorizing the General Manager to Execute Contract Amendment No. 1 to Task Order No. 1 with West Yost Associates for providing Additional Engineering Services for the Design of the Jarvis Avenue Sanitary Sewer Replacement Project <i>(to be reviewed by the Construction Committee)</i> . |
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| Motion | 12. | Awarding the Construction Contract for the Boyce Road Lift Station Project, Phase 2 to Pacific Infrastructure Corp. <i>(to be reviewed by the Construction Committee)</i> . |
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| | 13. | THIS NUMBER NOT USED. |
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| Motion | 14. | Approving Revisions and Updates to Policy 2935 – Records Management and Inactive Records Retention Schedule <i>(to be reviewed by the Legal/Community Affairs Committee)</i> . |
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| Motion | 15. | Approving Proposed Changes to California Special District's Association Bylaws <i>(to be reviewed by the Legal/Community Affairs Committee)</i> . |
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| Motion | 16. | Election of Representative to California Special Districts Association (CSDA) Board of Directors <i>(to be reviewed by the Legal/Community Affairs Committee)</i> . |
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| Information | 17. | Information Items:
a. Check Register.
b. Report on CASA Public Policy Forum <i>(to be reviewed by the Legislative Committee)</i> . |
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- Information 18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Legal/Community Affairs Committee – scheduled for Wednesday, 5/7/14 at 5:00 p.m.
 - b. Construction Committee – scheduled for Thursday, 5/8/14 at 4:30 p.m.
 - c. Legislative Committee – scheduled for Friday, 5/9/14 at 9:00 a.m.
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- Information 19. General Manager's Report. *(Information on recent issues of interest to the Board).*
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- Information 20. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
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21. Adjournment - The Board will adjourn to a Future PERS Rate Increase Workshop in the Boardroom on Monday, May 19, 2014 at 6:30 p.m.

The Board will then adjourn to the next Regular Meeting in the Boardroom on Tuesday, May 27, 2014 at 7:00 p.m.

The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).

If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Oral Communications" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

THE PUBLIC IS INVITED TO ATTEND

**NOTICE OF
COMMITTEE MEETING**

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



BOARD MEETING OF MAY 12, 2014

Committee Membership:

Budget and Finance	Directors Jennifer Toy and Pat Kite (Alt. - Anjali Lathi)
Construction Committee	Directors Tom Handley and Manny Fernandez (Alt. – Pat Kite)
Legal/Community Affairs	Directors Anjali Lathi and Tom Handley (Alt. –Manny Fernandez)
Legislative Committee	Directors Pat Kite and Anjali Lathi (Alt. – Tom Handley)
Personnel Committee	Directors Jennifer Toy and Manny Fernandez (Alt. – Anjali Lathi)
Audit Committee	Directors Jennifer Toy and Tom Handley (Alt. Manny Fernandez)

Legal/Community Affairs Committee, Wednesday, May 7, 2014 at 5:00 p.m.

14. Approving Revisions and Updates to Policy 2935 – Records Management and Inactive Records Retention Schedule.
15. Approving Proposed Changes to California Special District's Association Bylaws.
16. Election of Representative to California Special Districts Association (CSDA) Board of Directors.

Construction Committee, Thursday, May 8, 2014 at 4:30 p.m.

9. Awarding the Construction Contract for the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project to SAK Construction.
10. Authorizing the General Manager to Execute Task Order No. 2 with West Yost Associates to Provide Design Support Services during Construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project.
11. Authorizing the General Manager to Execute Contract Amendment No. 1 to Task Order No. 1 with West Yost Associates for providing Additional Engineering Services for the Design of the Jarvis Avenue Sanitary Sewer Replacement Project.
12. Awarding the Construction Contract for the Boyce Road Lift Station Project, Phase 2 to Pacific Infrastructure Corporation.

Legislative Committee, Friday, May 9, 2014 at 9:00 a.m.

- 17b. Report on CASA Public Policy Forum.

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

Committee Meetings are open to the public. Only written comments will be considered. No action will be taken.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 28, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF: Richard Cortes, Business Services Manager/Acting General Manager
Sami Ghossain, Manager, Technical Services
David Livingston, Treatment & Disposal Services Manager
Andy Morrison, Collection Services Manager
Robert Simonich, FMC Manager
Maria Scott, Principal Financial Analyst
David O'Hara, Legal Counsel
Carol Rice, Assistant to the GM/Board Secretary

ABSENT: Richard Currie, General Manager

APPROVAL OF THE MINUTES OF APRIL 14, 2014.

On a motion made by Director Kite and seconded by Director Fernandez, the minutes of the Board of Directors' Meeting of April 14, 2014 were unanimously approved.

MONTHLY OPERATIONS REPORT FOR MARCH.

Richard Cortes, Acting General Manager, reported the following: there were no odor complaints in March and no accidents or injuries; there was one Category 3 spill which was caused by a contractor releasing a plug into our sewer which caused a backup; a kick-off meeting was held with RMC on the Hayward Marsh alternative evaluation; staff met with the Industrial Advisory Committee on the new local discharge limits for ammonia; and we are currently meeting our goals for sick leave usage and hours worked per week.

Maria Scott reported on the District's financials. Under Revenues, she stated the District received \$100K in capacity fees for the Catellus development; \$19.8M was received for the second installment of sewer service charges; ECB revenues will be above budget; Urban Runoff revenues have not been received for the third quarter; and we received the first SRF payment of \$776K for the Thickener Project. Under Expenses, about \$1.5M was spent on the Cogeneration Project; NECB is below budget; there is one more SRF payment remaining in the fiscal year for \$1.9M; all work groups are at or below budget. Under investments, there is \$36M in holdings; LAIF is unchanged at .236%; the District purchased four securities in March, and there was one maturity. She reported on the Retiree Medical fund and the CalPERS CERBT Retiree Medical Trust statement. She mentioned that CalPERS meets with each member agency annually by phone to review their CERBT plan.

WRITTEN COMMUNICATIONS.

There were no written communications.

ORAL COMMUNICATIONS.

There were no oral communications.

REPORT ON THE EBDA COMMISSION MEETING OF APRIL 17, 2014.

Director Handley reported the following: The upcoming outfall line and forcemain inspection and condition assessment was discussed; BACWA's formation of a Contract Management Group will oversee selection and management of the contractor that will perform a study of the options for plant optimization and upgrades to improve nutrient removal; member agency budget increases will average approximately 5%. Commissioner Handley proposed a series of workshops for the Commission to discuss a long-term strategy for the R&R fund. There was also discussion about EBDA potentially partnering with some of the individual member agencies in an effort to obtain a better return on financial investments (pooled investment) and to possibly obtain SRF loans for future projects; the General Manager advised the Commission that Ed Cummings stepped down from LAVWMA and Chuck Weir has been appointed as the new General Manager.

RESOLUTION NO. 2730, ACCEPTING ONE SANITARY SEWER EASEMENT AT 5393 YORK DRIVE IN THE CITY OF FREMONT.

On a motion made by Director Handley, seconded by Director Kite, and unanimously approved, the Board adopted Resolution No. 2730, Accepting One Sanitary Sewer Easement at 5393 York Drive in the City of Fremont.

RESOLUTION NO. 2731, ACCEPTING THE CONSTRUCTION OF THE MOTOR CONTROL CENTER REPLACEMENT PROJECT – PHASE 2 FROM D. W. NICHOLSON CORPORATION AND AUTHORIZING THE ATTORNEY FOR THE DISTRICT TO RECORD A NOTICE OF COMPLETION.

The Construction Committee reviewed this item. Sami Ghossain reported that in June 2013, the Board awarded the construction contract to D. W. Nicholson in the amount of \$798,684. The purpose of the project was to replace four Westinghouse motor control centers (MCCs) located at the Plant.

In 2009, the District contracted with Beecher Engineering to complete a condition assessment of 29 MCCs at the Plant. The assessment showed that the Plant has 15 Sylvania and Westinghouse MCCs that need to be replaced. The first phase of the Project replaced five MCCs and was completed in early 2011. The second phase replaced four MCCs in 2013 and 2014. The remaining six MCCs will be replaced in combination with other capital improvement projects and one future MCC replacement project. The Notice to Proceed was issued to D. W. Nicholson on June 26, 2013 and the 300-day project was substantially completed on April 16, 2014.

On a motion made by Director Fernandez, seconded by Director Kite, and unanimously approved, the Board adopted Resolution No. 2731, Accepting the construction of the Motor Control Center Replacement Project – Phase 2 from D. W. Nicholson Corporation and authorizing the Attorney for the District to record a Notice of Completion.

AWARD THE CONTRACT FOR THE CLEANING OF PRIMARY DIGESTER NO. 5 TO WASTEWATER SOLIDS MANAGEMENT, INC.

The Construction Committee reviewed this item. Sami Ghossain stated that the District has six primary and two secondary digesters located at the treatment plant that require periodic cleaning to remove accumulated debris. The scope of work includes dewatering approximately 345,000 gallons of primary digested sludge, hauling and disposing of dewatered sludge, grit, sand and rags, and washing down the interior concrete and steel surfaces of the digester. The contractor has 30 calendar days to complete the project. The estimated completion date is June 2014; after the digester is cleaned, the condition of the digester will be assessed and design of the rehabilitation work will begin.

Wastewater Solids Management, Inc. was the only bid received. Although they were the sole bidder, staff reviewed the bid and found it to be in order. In response to Director Lathi's inquiry into why there was only one bid, Sami explained that staff did not contact other contractors to inquiry why they did not bid because staff is familiar with this contractor, feels comfortable with their bid, and had a mirror image of that digester cleaned in 2012 for a similar amount.

It was moved by Director Handley, seconded by Director Toy, and the Board unanimously approved awarding the contract for cleaning Primary Digester No. 5 to Wastewater Solids Management, Inc.

AWARDING THE CONSTRUCTION CONTRACT FOR THE NEWARK BACKYARD SANITARY SEWER REPLACEMENT PROJECT – PHASE 1 TO RANGER PIPELINES, INC.

The Construction Committee reviewed this item. Sami Ghossain stated that the purpose of the Project is to improve the existing gravity sewer system within the residential neighborhood located north of the intersection of Dairy Avenue and Cherry Street in Newark. The slopes of the existing sewers are very flat and require frequent and expensive maintenance and the sewers are located in backyard easements, making access difficult for maintenance and inspection. The goal is to relocate the existing backyard sewer mains and laterals to the public streets fronting the homes. Phase 1 of the project includes relocating 33 sewer laterals. To minimize impacts on the property, Horizontal Directional Drilling will be used to install the portion of the new sewer laterals that extend from the back yard to the front of the homes. The remaining phases will be designed and constructed over the next two to three years.

The project was advertised for bids on March 26 and April 2, 2014. Three bids were received. Ranger Pipeline submitted the lowest bid which is 6.6% above the engineer's estimate. Staff was concerned that the other two quotes were much higher in comparison. They were contacted and indicated concerns about the amount of time and effort anticipated as well as concerns about groundwater in the area and how dewatering would impact progress of the work.

Rich Cortes stated there will be a public meeting on May 5, 2014 at Graham Elementary School and flyers are being sent to residents. The Board will also receive a flyer.

It was moved by Director Fernandez, seconded by Director Toy, and the Board unanimously approved awarding the construction contract for the Newark Backyard Sanitary Sewer Replacement Project Phase 1 to Ranger Pipeline, Inc.

CONSIDERING REQUEST FOR SUPPORT OF MEASURE AA ON THE JUNE PRIMARY BALLOT.

The Legal/Community Affairs Committee reviewed this item. Director Handley reported that staff received a letter asking the Board to support Measure AA – Reauthorization of the Essential Health Care Services Tax Ordinance which would extend the half-cent sales tax for an additional 15 years to support the County's health care system. He said the committee recommends taking no action on this item at this time and proposed that a new Board policy be drafted that would outline the Board's position on areas that don't fall within their scope.

Rich Cortes stated that Rich Currie will be working on a draft policy to present to the Board regarding endorsements and contributions. The Board took no action.

ALAMEDA COUNTY SPECIAL DISTRICTS ASSOCIATION – ELECTION OF SPECIAL DISTRICT’S REPRESENTATIVE TO ALAMEDA COUNTY LAFCO.

The Legal/Community Affairs Committee reviewed this item. Alameda County Special Districts holds three seats on the Alameda County Local Agency Formation Commission (LAFCo). On May 5, 2014, the four-year term of the current Non-Enterprise Special District representative, Ayn Wieskamp from East Bay Regional Park District, will expire. She is seeking re-election. As an Independent Special District in Alameda County, USD is eligible to participate in the election. At this time, only the incumbent has been nominated for the position. According to the by-laws, only the presiding officer of the Board or their designee is authorized to vote.

It was moved by Director Handley, seconded by Director Toy, and unanimously approved to designate Director Kite as USD’s representative for the California Special District Association to vote at the upcoming election.

INFORMATION ITEMS:

Check Register. The Board had no questions.

Cal-Card Quarterly Activity Report. The Budget & Finance Committee reviewed this item. Rich Cortes reported that the 275 transactions covered are from December 24, 2013 through March 24, 2014 and total \$79,565.76. He explained there was a double booking of flights and early-bird check-ins and use of daily parking which is not allowed according to District policy. Additional training will be provided to the workgroup where the instances occurred and the policy will be amended so it is clearer.

In response to Director Toy’s inquiry about a Craigslist expense and Director Kite’s inquiry about an expense to Jack’s Flea Market, Rich Cortes indicated staff will research the items and report back to the Board in the Newsletter.

Certificates of Merit to Union Sanitary District’s Class I Permitted Industries. The Legal/Community Affairs Committee reviewed this item. Rich Cortes stated that the event is scheduled for May 7, 2014 at 3:00 p.m. at the District Office. He explained the time is set at 3:00 p.m. because facilities staff would like to attend and their work day starts early and ends early. In order to guarantee high attendance, the event was scheduled at 3:00 p.m. Eleven (11) RSVP’s have been received to date. Responses are due by May 1. Directors Kite, Handley, and Toy indicated they will try to attend.

Status of Priority 1 CIP Projects. The Construction Committee reviewed this item. Sami Ghossain stated that for Fiscal Year 2014, the Board approved 24

projects which are ranked as Priority 1 and 2 based on a criteria prepared by staff. The status of Priority 1 CIP projects are reviewed by the Executive Team at the end of each quarter. For FY'14, eleven projects are ranked as Priority 1 and the remaining thirteen are ranked Priority 2.

Third Quarterly Report on Capital Improvement Program for FY14. The Construction Committee reviewed this item. Sami Ghossain reported that the total CIP expenditure was above the projections for the third quarter by approximately \$2,082,000. The biggest variance was in the Cogeneration Project for early equipment delivery. The Boyce Road Lift Station and the Primary Clarifiers 1-4 Project was completed in FY'13; however, the retention which was unbudgeted for in FY'14, was released after the contractor completed the work in FY'14.

Board Policy 3210 – Use of E-Mail for District Business. The Legal/-Community Affairs Committee reviewed this item. The committee discussed the procedure for responding to emails addressed to individual Board Members and would like the Board member who receives an email to coordinate the response with the General Manager and copy all Board members. Dave O'Hara and Rich Currie will work on draft language to address this issue and bring it to the Board. Regarding the definition of public records as it relates to emails, Dave O'Hara is trying to reach someone from the City of San Jose regarding their policy.

Responding to E-Mail from Ratepayer on Future Rate Increase Notices and District Transparency. The Legal/Community Affairs Committee reviewed this item. Rich Cortes stated that Rich Currie provided the Board with three versions of a possible response letter to send to the ratepayer. His recommendation was version two; however, after discussion, the Board unanimously agreed in favor of sending version one to the ratepayer. Dave O'Hara will poll CASA attorneys about their experience with ratepayer request for increased transparency.

GENERAL MANAGER'S REPORT:

- Rich Currie is attending the CASA Legislative Forum in Sacramento.
- The GM recruitment is in its 4th week. To date, Ralph Anderson has received 17 applications.
- Staff hired a temporary employee in the lab to help with analyses while lab staff works on development of updated Quality Control Procedures.
- We are over 440 days without an accident or injury.
- We recently held tours for both Laney and Chabot Colleges.

Sami Ghossain reported that on March 26, 2014, the Industrial Advisory Committee held a meeting in the Boardroom to share with the industries about the new Ammonia Local Limit changes. About 30 industries attended the meeting. There were no major objections and they appreciated the five year compliance schedule. Staff will be holding two additional presentations, one on May 5th and one on May 19th for all permitted industries. After feedback from

these meetings, if no changes are necessary, the proposed local limit changes will go to the Regional Board for their review which usually takes 45 days. After it is approved by the Board, all industries will receive a 30-day notice before adopting any changes in permit.

Sami also reported on Earth Day which was held on April 26, 2014 at Washington Hospital. Mike Auer attended and stated they had a good turnout. Fifty-two (52) mercury thermometers were turned in and 269 pledges signed. He received a lot of medicines and will have them weighed to determine the number of pounds collected.

Andy Morrison reported that CWEA is holding their annual conference this week and there will be a site tour of USD on May 1, 2014.

OTHER BUSINESS:

Director Kite reported that recently she was walking her dog in her neighborhood when she saw a leaking pipe in a metal grid with water pouring out. She stated she called ACWD and explained the problem and gave the location. Two days later, while walking her dog, she noticed that water was still gushing out of the pipe. She made several more calls, including one to an ACWD Board Member but did not get a response. Finally, after contacting a school board member who contacted ACWD, the water was turned off on the third day. Director Kite gave kudos to USD staff for their quick response to trouble calls.

ADJOURNMENT:

The Board adjourned the meeting at 8:01 p.m. to a Sanitary Sewer Rate Study Board Workshop on Monday, May 5, 2014 at 6:30 p.m.

Following the Board Workshop, the Board will adjourn to the next Regular Meeting in the Boardroom on Monday, May 12, 2014 at 7:00 p.m.

SUBMITTED:

ATTEST:

CAROL RICE
SECRETARY TO THE BOARD

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 12th day of May, 2014



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: May 2, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 7 - Meeting of May 12, 2014
Scheduling Public Hearing to: (1) Establish Capacity Fees of Ordinance No. 35.21, and (2) Adopt Capacity Fees for Fiscal Year 2015

Recommendation

Set the time for holding the public hearing to adopt and establish Ordinance No. 35.21, Capacity Fees, for the Fiscal Year ending June 30, 2015, at 7:00 p.m. on June 23rd, 2014, in the Boardroom at 5072 Benson Road, Union City.

The attached Notice of the time and place of the hearing will be published in the Argus newspaper on June 1 and June 8, 2014.

Background

Union Sanitary District's Ordinance No. 35.20, the current connection fee ordinance, was adopted by the Board of Directors on June 24, 2013. Based on the Capacity Fee Study completed in 2010 and several subsequent Board Workshops, a revised Capacity Fee is proposed for Fiscal Year 2015. The single family dwelling fee will be increased by 5% to \$5,595.66. Commercial and industrial fees will also increase 5%.

Attachment

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

UNION SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and safety Code of the State of California and Union Sanitary District Ordinance No. 35, the Board of Directors of Union Sanitary District will consider adopting and establishing the Capacity Fee Ordinance No. 35.21. Ordinance 35.21 would set the Capacity Fees for the Fiscal Year ending June 30, 2015. Copies of the proposed Ordinance 35.21 are available for review at the office of the Union Sanitary District, 5072 Benson Road, Union City, California.

NOTICE IS FURTHER GIVEN that on Monday, the 23rd day of June 2014, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said proposed Ordinance 35.21.

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

UNION SANITARY DISTRICT

Secretary

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard B. Currie
*General Manager/
District Engineer*

David M. O'Hara
Attorney

DATE: May 2, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 8 - Meeting of May 12, 2014
Scheduling Public Hearing to: (1) Adopt Sewer Service Charge Ordinance No. 31.36. (2) Establish Sewer Service Charges for Fiscal Year 2015, and (3) Set and Collect Sewer Service Charges for Fiscal Year 2015 on the Tax Roll

Recommendation:

Set the time for holding the public hearing to adopt Ordinance 31.36, establish Sewer Service Charges for fiscal year 2015, and to set the same charges on the tax roll for the fiscal year 2015, at 7:00 p.m. on June 23, 2014, in the Boardroom at 5072 Benson Road, Union City, California.

Background:

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

The attached Notice of the time and place of the hearing will be published in the Argus newspaper on June 1 and June 8, 2014.

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

UNION SANITARY DISTRICT
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and Safety Code of the State of California and Union Sanitary District Ordinance No. 31, the Board of Directors of Union Sanitary District will consider adoption of Ordinance No. 31.36 which establishes Sewer Service Charges for the Fiscal Year ending June 30, 2015. The District has elected to collect its charges for sewer services on the tax roll, in the same manner as general taxes.

NOTICE IS FURTHER GIVEN that on Monday, the 23rd day of June 2014, at the hour of 7:00 p.m., at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, said Board will hear and consider all protests and objections to said proposed rates and to collect charges for sewer services on the tax roll, in the same manner as general taxes.

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

UNION SANITARY DISTRICT

Secretary
Board of Directors



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 5, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 9 – Meeting of May 12, 2014
Awarding the Construction Contract for the Upper Hetch Hetchy Sanitary
Sewer Rehabilitation Project to SAK Construction

Recommendation

Staff recommends the Board award the construction contract for the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project to SAK Construction in the amount of \$3,015,965 and authorize staff to issue the Notice of Award for the Project. Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

The Newark Basin Masterplan update, completed by RMC Water & Environment in December of 2012, identified the Upper Hetch Hetchy Corridor trunk sewer as having high critical ratings due to Hydrogen Sulfide (H₂S) corrosion. These sewers were installed in the late 1950's and early 1960's using reinforced concrete pipe (RCP) that is highly susceptible to corrosion. Staff has reviewed television inspections performed by Collection Services and confirmed that there is extensive corrosion in this RCP trunk sewer that requires immediate rehabilitation.

The Project will rehabilitate the existing 24-inch and 27-inch diameter RCP trunk sewer which runs from Sacramento Avenue and Argonaut Way (adjacent to the Fremont Hub) to the vicinity of Selma Avenue and Granville Drive (near Interstate 880), in Fremont. This alignment is approximately 4,070 linear feet of 24-inch gravity sewer and 4,382 linear feet of 27-inch gravity sewer. Additionally, the project will rehabilitate 194 linear feet of 30-inch RCP trunk sewer on Willow Street between Cedar Boulevard and Mayhews Landing Road in Newark. Finally, the project will rehabilitate 253 linear feet of

48-inch RCP trunk sewer at the Newark Pump Station. Please see the location maps provided in Exhibits A1 and A2.

The project scope of work includes sewage flow control, lateral reinstatement, manhole rehabilitation, construction of various access improvements, and surface restoration. West Yost & Associates completed the project design in late March, 2014.

Bid Results

The project was advertised for bids on April 2, 2014, and April 9, 2014, and bids were opened on April 28, 2014. Staff received two (2) bids. The results are as follows:

Contractor	Total Base Bid Amount
SAK Construction	\$3,015,965
Insituform Technologies	\$4,609,795

SAK Construction is the lowest responsive and responsible bidder with a total base bid amount of \$3,015,965; approximately 7.2% below the Engineer's Estimate of \$3,250,000.

Staff contacted Insituform Technologies to inquire about their unusually high bid. Insituform indicated that they included considerable additional money to account for risks associated with what they interpreted as very stringent CIPP liner quality requirements. It is worth noting that Insituform bid on equal or more stringent requirements on past District projects such as the Willow / Central Avenue, Lower Hetch Hetchy, and Cedar Boulevard. Sanitary Sewer Rehabilitation Projects. Insituform was the low bidder and contractor on the Willow / Central Avenue and Lower Hetch Hetchy Projects.

Staff also contacted Michel's Corporation and Southwest Pipeline & Trenchless, both of whom were expected to bid, to inquire why they did not. Both contractors expressed concerns about the project's high level of complexity, extensive permitting requirements, difficult schedule constraints, and distance from their home offices as reasons why they declined to submit a bid.

There were a few minor irregularities with SAK Construction's bid, including arithmetic errors and a Bid Item No. 1 price that exceeded 5% of the total bid price, a limit stipulated by the contract documents. These irregularities are administrative in nature

and, after consultation with legal council, staff recommends waiving them. No bid protests were received by the District. SAK Construction has confirmed that they will construct the project as bid.

Contractor's Background

SAK Construction is a General Engineering Class A licensed contractor who has constructed numerous cured-in-place pipe lining projects, including the Southern Avenue Rehab Project Phase I for the City of Tempe, Arizona, the Downer Canoas Interceptor Rehab Project for the City of San Jose, the Los Coyotes Interceptor Sewer Rehab Project Phase II for the Los Angeles County Sanitation District, the Downtown Interceptor Sewer Project for the City of Las Vegas, and the Cesar Chavez St. Sewer Improvement Phase I for the City and County of San Francisco. SAK also completed the lining of the Boyce Road Lift Station effluent force main last year. Staff has checked references and received satisfactory responses.

Notice to Proceed for construction of the project is anticipated to be issued in late May or early June, and construction completion is expected by the end of February, 2015. Staff is currently evaluating several consultants to provide construction management services for this project.

Staff recommends the Board award the construction contract for the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project to SAK Construction in the amount of \$3,015,965 and authorize staff to issue the Notice of Award for the Project.

RBC/SG/RC/CE;ks

Attachments: Exhibit A1
Exhibit A2
Bid Tabulation Sheet
Agreement







EXHIBIT A2
SEWER REHABILITATION PROJECT
PROJECT LOCATION

Item	Description	Bid Schedule		EE		SAK CONSTRUCTION			INSITUFORM TECHNOLOGIES, LLC			Statistics of Unit Prices		
		Quantity	UOM	Unit Price	Total	Unit Price	Total	Check Total	Unit Price	Total	Check Total	High	Low	Average
1	Mobilization and Demobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00	\$ 148,900.00	\$ 148,900.00	\$ 148,900.00	\$ 185,000.00	\$ 148,900.00	\$ 166,950.00
2	Sheeting, Shoring, and Bracing includes cost for providing all shoring and bracing on all Bid items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 41,900.00	\$ 41,900.00	\$ 41,900.00	\$ 16,700.00	\$ 16,700.00	\$ 16,700.00	\$ 41,900.00	\$ 16,700.00	\$ 29,300.00
3	Traffic Control	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$ 394,160.00	\$ 394,160.00	\$ 394,160.00	\$ 394,160.00	\$ 220,000.00	\$ 307,080.00
4a	Sewage Flow Control (Site A)	1	LS	\$ 360,000.00	\$ 360,000.00	\$ 655,100.00	\$ 655,100.00	\$ 655,100.00	\$ 1,310,000.00	\$ 1,310,000.00	\$ 1,310,000.00	\$ 1,310,000.00	\$ 655,100.00	\$ 982,550.00
4b	Sewage Flow Control (Site B)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 74,700.00	\$ 74,700.00	\$ 74,700.00	\$ 219,500.00	\$ 219,500.00	\$ 219,500.00	\$ 219,500.00	\$ 74,700.00	\$ 147,100.00
4c	Sewage Flow Control (Site C)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 110,500.00	\$ 110,500.00	\$ 110,500.00	\$ 60,600.00	\$ 60,600.00	\$ 60,600.00	\$ 110,500.00	\$ 60,600.00	\$ 85,550.00
5	Pavement and Site Restoration	1	LS	\$ 245,300.00	\$ 245,300.00	\$ 259,400.00	\$ 259,400.00	\$ 259,400.00	\$ 38,900.00	\$ 38,900.00	\$ 38,900.00	\$ 259,400.00	\$ 38,900.00	\$ 149,150.00
6a	Rehabilitation of 27-inch Diameter Sanitary Sewer by CIPP Method	4,382	LF	\$ 190.00	\$ 832,580.00	\$ 124.00	\$ 543,368.00	\$ 543,368.00	\$ 184.00	\$ 806,288.00	\$ 806,288.00	\$ 184.00	\$ 124.00	\$ 154.00
6b	Rehabilitation of 24-inch Diameter Sanitary Sewer by CIPP Method	4,070	LF	\$ 220.00	\$ 895,400.00	\$ 115.00	\$ 468,050.00	\$ 468,050.00	\$ 163.00	\$ 663,410.00	\$ 663,410.00	\$ 163.00	\$ 115.00	\$ 139.00
6c	Rehabilitation of 30-inch Diameter Sanitary Sewer by CIPP Method	194	LF	\$ 300.00	\$ 58,200.00	\$ 358.00	\$ 69,452.00	\$ 69,452.00	\$ 293.00	\$ 56,842.00	\$ 56,842.00	\$ 358.00	\$ 293.00	\$ 325.50
6d	Rehabilitation of 48-inch Diameter Sewer by CIPP Method	253	LF	\$ 480.00	\$ 121,440.00	\$ 465.00	\$ 117,645.00	\$ 117,645.00	\$ 807.00	\$ 204,171.00	\$ 204,171.00	\$ 807.00	\$ 465.00	\$ 636.00
7	Remove and Replace Steps in Manhole	26	EA (MH)	\$ 900.00	\$ 23,400.00	\$ 1,000.00	\$ 26,000.00	\$ 26,000.00	\$ 1,280.00	\$ 33,280.00	\$ 33,280.00	\$ 1,280.00	\$ 1,000.00	\$ 1,140.00
8	Lateral and Tap Connection Reinstatement	6	EA	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00	\$ 1,800.00	\$ 740.00	\$ 4,440.00	\$ 4,440.00	\$ 740.00	\$ 300.00	\$ 520.00
9	Install New Cleanout on Existing Lateral	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 2,500.00	\$ 3,750.00
10	Abandonment of SSMH T15045 (5412 Brophy Drive)	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 17,300.00	\$ 17,300.00	\$ 17,300.00	\$ 38,900.00	\$ 38,900.00	\$ 38,900.00	\$ 38,900.00	\$ 17,300.00	\$ 28,100.00
11	Intallation of Turf Block (Near MH S15006 and 5393 York Drive)	2,280	SF	\$ 10.00	\$ 22,800.00	\$ 14.00	\$ 31,920.00	\$ 31,920.00	\$ 30.00	\$ 68,400.00	\$ 68,400.00	\$ 30.00	\$ 14.00	\$ 22.00
12	Improvements to 5393 York Drive, and Near Manholes S15006, T15035, T15038, and T16055	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ 89,000.00	\$ 89,000.00	\$ 89,000.00	\$ 89,000.00	\$ 36,500.00	\$ 62,750.00
13	Slurry Seal	6,230	SF	\$ 1.50	\$ 9,345.00	\$ 1.00	\$ 6,230.00	\$ 6,230.00	\$ 3.30	\$ 20,559.00	\$ 20,559.00	\$ 3.30	\$ 1.00	\$ 2.15
14	Pavement Grind and Overlay	25,600	SF	\$ 2.50	\$ 64,000.00	\$ 3.00	\$ 76,800.00	\$ 76,800.00	\$ 7.20	\$ 184,320.00	\$ 184,320.00	\$ 7.20	\$ 3.00	\$ 5.10
15	Hauling and Disposal of Hazardous Material	10	Ton	\$ 251.00	\$ 2,510.00	\$ 90.00	\$ 900.00	\$ 900.00	\$ 94.50	\$ 945.00	\$ 945.00	\$ 94.50	\$ 90.00	\$ 92.25
16	Project Liaison	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 51,100.00	\$ 51,100.00	\$ 51,000.00	\$ 203,255.00	\$ 203,255.00	\$ 203,255.00	\$ 203,255.00	\$ 51,100.00	\$ 127,177.50
17	Construct Temporary Bridge	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 22,225.00	\$ 22,225.00	\$ 22,225.00	\$ 22,225.00	\$ 9,800.00	\$ 16,012.50
	Contingency (5%)				\$ 153,748.75									
	Excel Totals:				\$ 3,228,723.75		\$ 3,015,965.00	\$ 3,015,865.00		\$ 4,609,795.00	\$ 4,609,795.00			
	Submitted Total:			(EE Rounded Up):	\$ 3,250,000.00		\$ 2,978,965.00	\$ 2,978,965.00		\$ 4,609,795.00	\$ 4,609,795.00			
	Submitted Variance:							\$ 36,900.00			\$ -			

BLUE = LOW UNIT PRICE

AGREEMENT FOR THE CONSTRUCTION OF
UPPER HETCH HETCHY CORRIDOR SANITARY SEWER REHABILITATION PROJECT
PROJECT NO. 800-414

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of May, 2014, between the UNION SANITARY DISTRICT ("District"), Union City, California, and **SAK Construction, LLC**, ("Contractor"), License No. 984560.

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: **Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (Project No. 800-414)** 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 **Three Million Fifteen Thousand Nine Hundred Sixty Five Dollars and Zero Cents (\$3,015,965)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated April 25, 2014, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

- (a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8)

hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

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

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate

Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

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

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

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

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

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

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

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

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

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

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

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

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

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 the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article

10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of May, 2014.

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

UNION SANITARY DISTRICT

By: _____

Jennifer Toy
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for 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: May 5, 2013

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 10 - Meeting of May 12, 2014
Authorizing the General Manager to Execute Task Order No. 2 with West Yost Associates to Provide Design Support Services During Construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with West Yost Associates for \$44,200 to provide design support services during construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project (Project). Funds for the project have been budgeted in the Renewal and Replacement Fund.

Background

The Newark Basin Masterplan update, completed by RMC Water & Environment in December of 2012, identified the Upper Hetch Hetchy Corridor trunk sewer as having high critical ratings due to Hydrogen Sulfide (H₂S) corrosion. These sewers were installed in the late 1950's and early 1960's using reinforced concrete pipe (RCP) that is highly susceptible to corrosion. Staff has reviewed television inspections performed by Collection Services and confirmed that there is extensive corrosion in this RCP trunk sewer that requires immediate rehabilitation.

The Project will rehabilitate the existing 24-inch and 27-inch diameter reinforced concrete trunk sewer which runs from Sacramento Ave. and Argonaut Way (adjacent to the Fremont Hub) to the vicinity of Selma Avenue and Granville Drive (near Interstate 880), in Fremont. This alignment is approximately 4,070 linear feet of 24-inch gravity sewer and 4,382 linear feet of 27-inch gravity sewer. Additionally, the project will rehabilitate 194 linear feet of 30-inch RCP trunk sewer on Willow Street between Cedar Boulevard and Mayhews Landing Road. in Newark. Finally, the project will rehabilitate

253 linear feet of 48-inch RCP trunk sewer at the Newark Pump Station. Please see the location maps provided in Exhibits A1 and A2.

The project scope of work includes traffic control, sewage flow control, lateral reinstatement, manhole rehabilitation, construction of access improvements, and surface restoration.

On July 22, 2013, the General Manager executed an Agreement and Task Order No. 1 with West Yost Associates in the amount of \$266,028 for the Project design. Task Order No. 1 provided for project management, permit acquisition and coordination, detailed design including plans and specifications, and bid period services, with optional tasks for traffic control design and utility verification. Staff executed Amendment No. 1 to Task Order No. 1 in the amount of \$15,212 to provide for additional work not included in the original Task Order. This work included the detailed design, permit acquisition, and coordination necessary to include rehabilitation of the Newark Pump Station influent pipeline in the Project.

The design was completed and the Project was advertised on April 2, 2014, and April 9, 2014, and bids were opened on April 28, 2014. The award of the construction contract to SAK Construction, in the amount of \$3,015,965, will be recommended at the May 12, 2014, USD Board Meeting.

Task Order No. 2

West Yost Associates have submitted a scope of work for Task Order No. 2 which staff have reviewed and determined to be appropriate. The negotiated cost proposal is \$44,200, which represents 1.5% of the construction contract. Typical fees for this kind of a project range between 2% and 3%.

The scope of work for Task Order No. 2 includes meetings and project management, submittal and RFI review, change order assistance, and monitoring SWPPP (storm water pollution prevention plan) permit compliance. A breakdown of the Task Order is as follows:

TASK	DESCRIPTION	AMOUNT
1	Meetings and Project Management	\$11,930
2	Review Submittals and RFI's	\$23,334
3	Change Order Assistance	\$2,312
4	Monitor SWPPP Permit Compliance	\$6,624
	TOTAL	\$44,200

A summary of West Yost Associates' Task Orders and Amendment to the Agreement dated July 22, 2013, is as follows:

TASK ORDER	DESCRIPTION	AMOUNT
1	Project Design & Bid Period Services	\$266,028
AMENDMENT 1	Additional Design Services	\$15,212
2	Design Support Services during Construction	\$44,200
	TOTAL	\$325,440

Work under Task Order No. 2 will begin in May, 2014, and the Project is expected to be completed by the end of February, 2015.

Staff recommends that the Board of Directors authorize the General Manager to execute Task Order No. 2 with West Yost Associates for \$44,200 to provide design support services during construction of the Upper Hetch Hetchy Sanitary Sewer Rehabilitation Project.

RBC/SG/RC/CE;ks

Attachments: Exhibit A1
Exhibit A2
Task Order No. 2





NOT TO SCALE

SITE B

SITE C

**NEWARK PUMP
STATION**



**EXHIBIT A2
SEWER REHABILITATION PROJECT
PROJECT LOCATION**

**TASK ORDER NO. 2
TO
AGREEMENT DATED JULY 22, 2013

BETWEEN UNION SANITARY DISTRICT
AND WEST YOST ASSOCIATES FOR
PROFESSIONAL SERVICES
FOR

THE UPPER HETCH HETCHY CORRIDOR
SANITARY SEWER REHABILITATION PROJECT
(USD Project No. 800-414)**

1. PURPOSE

The purpose of Task Order No. 2 is to authorize office engineering services during the construction of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project (Project).

Office engineering services to be provided during construction include engineering support, attendance at meetings, submittal reviews, responses to requests for information and design clarification, review of change order requests, site visits, and SWPPP monitoring. These services are typically performed by the same engineers who worked on the design and possess detailed knowledge about the Project.

2. SCOPE OF SERVICES

The task numbers in this Scope of Services relate directly to the costs presented in Item 3, Compensation, and the schedule presented in Item 4, Time of Completion. Deliverables to be received by Union Sanitary District (District) are described under each task item, where applicable. Optional tasks shown shall not be performed without authorization from the District.

Task 1. Project Management and Meetings

This task includes project management activities, attendance at the following meetings, and includes preparation of meeting minutes.

- Attend pre-construction meeting.
- Attend one community outreach meeting.

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

Task 2. Review of Submittals and RFIs

Task 2 will provide construction assistance services as requested by the District including:

- Answer questions
- Review submittals (shop drawings, certificates, substitutions, samples, test results, methods, schedules, and manufacturer's installation instructions required by the construction documents to be submitted for conformance with the design concept and specifications). Budget assumes 30 original submittals and 8 re-submittals.
- Review and respond to contractor's requests for information and clarifications during construction. Budget assumes 8 RFIs.

Task 3. Change Order Assistance

Assist in the review of contractor change order requests and any redesign efforts leading up to change order preparation for the construction contract up to 10 hours of WYA staff time. Additional time will be addressed in an amendment to the contract.

Task 4. Monitor SWPPP Permit Compliance

Task 4 will provide assistance with SWPPP permit compliance and upload to SMARTS.

A West Yost Qualified SWPPP Developer will review the SWPPP submittal including risk level determination, Legally Responsible Person documents, and preparation of the Notice of Intent. During weather events, West Yost will confirm that the required inspection reports are prepared, review all information provided by the Contractor, and upload information to SMARTS.

Assumptions:

- *Uploads include one Notice of Intent, one Notice of Termination, one Annual Report, and 3 additional uploads following rain events as required for permit compliance*
- *District will pay all permit fees*

3. COMPENSATION

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

The estimated costs for Tasks 1 through 4 are presented in Exhibit B. Total charges to the District shall not exceed the total cost of \$44,200 without written authorization from the District.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 Detailed Design	\$266,028	Yes	Rich Currie
Amendment No. 1 to Task Order No. 1	\$15,212	No	Sami Ghossain
Task Order No. 2 Support During Construction	\$44,200	Yes	Rich Currie
Total	\$325,440		

4. TIME OF COMPLETION

All work defined in Item 2 is scheduled for completion within three weeks after completion of construction of the Upper Hetch Hetchy Corridor Sanitary Sewer Rehabilitation Project. Anticipated construction completion date is February 28, 2015.

5. KEY PERSONNEL

Key engineering personnel or subconsultants assigned to this Task Order are as follows:

Role	Personnel/Subconsultant
Principal-in-Charge	John D. Goodwin
Project Manager	Nancy McWilliams
Project Engineer	Amanda Schmidt

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of _____ and therewith incorporated it as part of the Agreement.

ENGINEER:
WEST YOST ASSOCIATES

DISTRICT:
UNION SANITARY DISTRICT

By: _____
John D. Goodwin
Vice President

By: _____
Richard B. Currie
General Manager / District Engineer

WEST YOST ASSOCIATES, INC.

2014 Billing Rate Schedule

(Effective January 1, 2014 through December 31, 2014)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	240
Engineering Manager	229
Principal Engineer/Scientist	207
Senior Engineer/Scientist/GIS Analyst	186
Associate Engineer/Scientist	169
GIS Analyst	164
Engineer II/Scientist II	147
Engineer I/Scientist I	126
Construction Manager III	186
Construction Manager II	169
Construction Manager I	158
Resident Inspector III	140
Resident Inspector II	129
Resident Inspector I	115
Sr. Designer/Sr. CAD Operator	120
Designer/CAD Operator	107
Technical Specialist III	120
Technical Specialist II	104
Technical Specialist I	87
Engineering Aide	71
Administrative IV	109
Administrative III	98
Administrative II	82
Administrative I	66

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 5%.

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

Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.

A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

WEST YOST ASSOCIATES, INC.

2014 Billing Rate Schedule

(Cont'd.)

(Effective January 1, 2014 through December 31, 2014)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	366
GPS, 2-Person	317
GPS, 1-Person	246
Survey Crew, 2-Person	268
Survey Crew, 1-Person	202

EQUIPMENT CHARGES

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

West Yost Associates PROJECT: Upper Hetch Hetchy Corridor Sewer Rehab	P \$240	EM \$229	PE/PS \$207	AE/AS \$169	ADMIV \$109	Labor		Drafting		Costs		
						Hours	Fee	Hours	Fee \$25	Sub. w/ markup 10%	Other Direct	Total Costs
Task 1 Meetings and Project Management												
1.01 Project Management		8				8	\$ 1,832					\$ 1,832
1.02 Meetings	4	30		8	4	46	\$ 9,618				\$ 480	\$ 10,098
Subtotal, Task 1 (hours)	4	38	0	8	4	54		0				
Subtotal, Task 1 (\$)	\$ 960	\$ 8,702		\$ 1,352	\$ 436		\$ 11,450				\$ 480	\$ 11,930
Task 2 Review Submittals and RFIs												
2.01 Review Submittals and RFIs	4	38	4	76		122	\$ 23,334					\$ 23,334
Subtotal, Task 2 (hours)	4	38	4	76	0	122		0				
Subtotal, Task 2 (\$)	\$ 960	\$ 8,702	\$ 828	\$ 12,844			\$ 23,334					\$ 23,334
Task 3 Change Order Assistance												
3.01 Change Order Assistance	2	8				10	\$ 2,312					\$ 2,312
Subtotal, Task 3 (hours)	2	8	0	0	0	10		0				
Subtotal, Task 3 (\$)	\$ 480	\$ 1,832					\$ 2,312					\$ 2,312
Task 4 Monitor SWPPP Permit Compliance												
4.01 Monitor SWPPP Permit Compliance			32			32	\$ 6,624					\$ 6,624
Subtotal, Task 4 (hours)	0	0	32	0	0	32		0				
Subtotal, Task 4 (\$)			\$ 6,624				\$ 6,624					\$ 6,624
TOTAL (hours)												
	10	84	36	84	4	218		0				
TOTAL (\$)												
	\$ 2,400	\$ 19,236	\$ 7,452	\$ 14,196	\$ 436		\$ 43,720				\$ 480	\$ 44,200



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 5, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Chris Elliott, Associate Engineer

SUBJECT: Agenda Item No. 11 – Meeting of May 12, 2014
Authorizing the General Manager to Execute Contract Amendment No. 1 to Task Order No. 1 with West Yost Associates for Providing Additional Engineering Services for the Design of the Jarvis Avenue Sanitary Sewer Replacement Project

Recommendation

Staff recommends the Board authorize the General Manager to execute Contract Amendment No. 1 to Task Order No. 1 with West Yost Associates in the amount of \$33,833 for providing additional engineering services for the design of the Jarvis Avenue Sanitary Sewer Replacement Project (Project).

Background

On August 27, 2013, the General Manager executed Task Order No. 1 with West Yost Associates in the amount of \$102,537 to provide engineering services for the design of the Project. The Project will replace approximately 2,456 linear feet of existing 10-inch sanitary sewer along Jarvis Ave. between Lake Blvd. and Newark Blvd., in Newark. Please see the location map provided in Exhibit A. The project also includes the abandonment of approximately 836 linear feet of existing 10-inch sanitary sewer and 2 manholes, construction of 7 new manholes, extension of existing sewer laterals to the new sewer main and installation of cleanouts, traffic control, and sewage flow control.

The scope of services for Task Order No. 1 included project management, permit acquisition and coordination, surveying and mapping, geotechnical investigation, detailed design including plans and specifications, and bid period services.

Amendment No. 1

As West Yost proceeded with these tasks, several issues arose requiring additional services beyond the original scope defined in Task Order No. 1. West Yost evaluated the alternative of relocating the upstream portion of the alignment from the private properties, where it is currently located, to the public street. This alternative is preferred by staff as it minimizes construction in private properties and provides easier access for future maintenance, away from the private properties. The effort, however, required additional utility coordination and subsequent potholing, not originally included in Task Order No. 1. These issues are as follows:

- 1. Utilities Coordination:** PG&E facility maps revealed that the proposed sewer alignment would cross 24-inch and 30-inch gas transmission mains. Furthermore, it was discovered during final design that three additional asbestos cement pipe (ACP) water mains had to be relocated due to conflicts with the proposed alignment. Additional effort was required to coordinate with ACWD to relocate the conflicting ACP water mains and also to coordinate with PG&E to determine requirements for crossing and constructing near large diameter gas mains. Additional coordination efforts included preparing profiles for ACWD which depict the requisite water main relocations, phone conferences with PG&E to discuss their requirements, and incorporating all the requirements and details related to both ACWD and PG&E coordination into the plans and specifications.
- 2. Potholing:** Potholing became necessary to verify the viability of the proposed alignment and additional effort was required to prepare potholing plans, observe potholing activities, incorporate potholing data into the drawings, and revise and re-evaluate the alignment based on the potholing data received.

Amendment No. 1 to Task Order No. 1 in the amount of \$33,833 is required to address the above issues. Below is a table summarizing the contract with West Yost:

Task Order No.	Description of Work	Amount
1	Detailed Design	\$102,537
Amendment No. 1	Additional Design Services	\$33,833
	Task Order No. 1 Total	\$136,370

The amended Task Order, in the amount of \$136,370, is approximately 13.3% of the updated estimated construction cost of \$1,025,000. Typical fees for this type of design range between 6 and 12%. However, due to the unanticipated level of effort required to confirm all utility crossings, the fee percentage is slightly higher.

Agenda Item No. 11
Meeting of May 12, 2014
Page 3

The project design is complete, and the project is out to bid. Pending no delays to the ACWD water main relocations mentioned above, it is expected that project construction will begin in late June and be completed by the end of October, 2014.

Staff recommends authorizing the General Manger to execute Amendment No. 1 to Task Order No. 1 with West Yost Associates in the amount of \$33,833.

RBC/SG/RC/CE;ks

Attachments: Exhibit A
Amendment No. 1 to Task Order No. 1



PROJECT LIMITS



**EXHIBIT A
JARVIS AVENUE SEWER PROJECT
LOCATION MAP**

JARVIS AVENUE SANITARY SEWER REPLACEMENT PROJECT

(USD Project No. 800-403)

AMENDMENT NO. 1 TO TASK ORDER NO. 1 TO

AGREEMENT DATED AUGUST 27, 2013 BETWEEN UNION SANITARY DISTRICT AND WEST YOST ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

1. PURPOSE

The purpose of Amendment No. 1 to Task Order No. 1 is to authorize additional funds to cover unanticipated costs associated with utilities potholing, multiple alignment revisions due to utility conflicts, coordination with ACWD, and coordination with PG&E.

2. SCOPE OF SERVICES

The task numbers below relate directly to the description of costs presented in Task Order No. 1. Deliverables to be received by Union Sanitary District (District) are described in Item 3, Deliverables.

Task 1. Project Management. No changes.

Task 2. Permitting and Coordination. No changes.

Task 3. Surveying and Mapping. No changes.

Task 4. Geotechnical Investigation. No changes.

Task 5. Design

West Yost evaluated the alternative of relocating the upstream portion of the alignment from the private properties, where it is currently located, to the public street. This effort required additional utility coordination and subsequent potholing not included in Task Order No. 1. Additionally, a review of PG&E facility maps revealed that the proposed sewer alignment would cross 24-inch and 30-inch gas transmission mains. Finally, it was discovered during final design that three additional ACP water mains had to be relocated due to conflicts with the proposed alignment.

Subtask 5.1—Drawings. No changes.

Subtask 5.2—Review CCTV Records. No changes.

Subtask 5.3—Utilities Coordination. This subtask has been amended to cover the additional effort required to coordinate with ACWD to relocate conflicting ACP water mains and also to coordinate with PG&E to determine requirements for crossing and constructing near large diameter gas transmission mains. Additional coordination efforts included preparing profiles for ACWD which depict the requisite water main relocations, phone conferences with PG&E to discuss their requirements, and incorporating all the requirements and details related to both ACWD and PG&E coordination into the plans and specifications.

Subtask 5.4—Specifications. No changes.

Subtask 5.5—Construction Cost Estimate. No changes.

Subtask 5.6—Potholing. Task Order No. 1 did not include potholing services because it was expected that the existing gravity sewer would be replaced in the same location. This subtask has been added to cover the additional effort required to prepare potholing plans, observe potholing activities by District forces, incorporate potholing data into the drawings, and revise and re-evaluate the alignment based on the potholing data received. Seven days of potholing were conducted in November and December, 2013, and the proposed alignment was modified multiple times accordingly on the plan and profile drawings.

Task 6. Bid Period Services. No changes.

3. DELIVERABLES

Project deliverables are listed below:

- All potholing data will be shown on the final design drawings.
- Sewer lateral profiles with utility crossings shown to verify clearances and slope will be provided to the District.
- ACWD water main profiles with details shown to facilitate ACWD's relocation work will be provided to the District.
- All PG&E requirements for crossing and constructing near large diameter gas transmission mains will be incorporated into the final design drawings.

4. PROJECT COORDINATION

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

5. PAYMENT TO THE ENGINEER

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

The estimated cost for Amendment No. 1 is \$33,833 and is presented in Exhibit B. Total charges to the District shall not exceed the total cost of \$136,370 without written authorization from the District.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 Detailed Design	\$ 102,537	Yes	Rich Currie
Amendment No. 1 to Task Order No. 1	\$ 33,833	Yes	Rich Currie
Total	\$ 136,370		

6. TIME OF COMPLETION

Potholing activities were completed in December, 2013. All remaining work defined in Item 2 is expected to be completed by May 30, 2014.

7. KEY PERSONNEL

Key engineering personnel or subconsultants assigned to Amendment No. 1 to Task Order No. 1 are as follows:

Role	Personnel/Subconsultant
Principal-in-Charge	John D. Goodwin
Project Manager/Project Engineer	Thea M. Durbin
Project Engineer	David Pezzini
Geotechnical Engineer	Dru Nielson
Surveyor	Ken Moore

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

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

ENGINEER:

DISTRICT:

WEST YOST & ASSOCIATES

UNION SANITARY DISTRICT

By: _____

John D. Goodwin
Vice President

By: _____

Richard B. Currie
General Manager / District Engineer

WEST YOST ASSOCIATES, INC.

2014 Billing Rate Schedule

(Effective January 1, 2014 through December 31, 2014)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	240
Engineering Manager	229
Principal Engineer/Scientist	207
Senior Engineer/Scientist/GIS Analyst	186
Associate Engineer/Scientist	169
GIS Analyst	164
Engineer II/Scientist II	147
Engineer I/Scientist I	126
Construction Manager III	186
Construction Manager II	169
Construction Manager I	158
Resident Inspector III	140
Resident Inspector II	129
Resident Inspector I	115
Sr. Designer/Sr. CAD Operator	120
Designer/CAD Operator	107
Technical Specialist III	120
Technical Specialist II	104
Technical Specialist I	87
Engineering Aide	71
Administrative IV	109
Administrative III	98
Administrative II	82
Administrative I	66

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 10%.

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

Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.

A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

WEST YOST ASSOCIATES, INC.

2014 Billing Rate Schedule

(Cont'd.)

(Effective January 1, 2014 through December 31, 2014)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	366
GPS, 2-Person	317
GPS, 1-Person	246
Survey Crew, 2-Person	268
Survey Crew, 1-Person	202

EQUIPMENT CHARGES

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

West Yost Associates	P \$240	SE/SS \$186	ESII \$147	ADMIV \$109	Labor		Drafting		Costs			
					Hours	Fee	Hours	Fee \$25	Sub. w/ markup 5%	Other Direct	Total Costs	
PROJECT: Jarvis Ave Amend No 1 to TO1												
Task 1	Project Management											
1.01 Project Administration					0							
1.02 Project Meetings					0							
1.03 Technical Reviews					0							
Subtotal, Task 1 (hours)	0	0	0	0	0		0					
Subtotal, Task 1 (\$)												
Task 2	Permitting and Coordination											
2.01 Property Owner Coordination/Public Outreach					0							
2.02 City of Newark					0							
Subtotal, Task 2 (hours)	0	0	0	0	0		0					
Subtotal, Task 2 (\$)												
Task 3	Surveying and Mapping											
3.01 Mapping Surveying					0							
Subtotal, Task 3 (hours)	0	0	0	0	0		0					
Subtotal, Task 3 (\$)												
Task 4	Geotechnical Investigation											
4.01 Geotechnical Permitting					0							
4.02 Geotechnical Investigation and Lab Testing					0							
4.03 Geotechnical Report					0							
Subtotal, Task 4 (hours)	0	0	0	0	0		0					
Subtotal, Task 4 (\$)												
Task 5	Design											
5.01 Drawings					0							
5.02 Review CCTV Records					0							
5.03 Utility Coordination		24	40		64	\$ 10,344					\$ 10,344	
5.04 Specifications					0							
5.05 Cost Estimate					0							
5.06 Potholing	12	40	88		140	\$ 23,256				\$ 233	\$ 23,489	
Subtotal, Task 5 (hours)	12	64	128	0	204		0					
Subtotal, Task 5 (\$)	\$ 2,880	\$ 11,904	\$ 18,816			\$ 33,600				\$ 233	\$ 33,833	
Task 6	Bid Period Services											
6.01 Addenda					0							
6.02 Pre-bid Meeting, Bidder Inquiries, and Bid Evaluation					0							
6.03 Conformed Documents					0							
Subtotal, Task 6 (hours)	0	0	0	0	0		0					
Subtotal, Task 6 (\$)												
TOTAL (hours)	12	64	128	0	204		0					
TOTAL (\$)	\$ 2,880	\$ 11,904	\$ 18,816			\$ 33,600			\$ 0	\$ 233	\$ 33,833	



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard B. Currie
General Manager
District Engineer

David M. O'Hara
Attorney

DATE: May 5, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Sami Ghossain, Manager of Technical Services
Raymond Chau, CIP Coach
Curtis Bosick, Associate Engineer

SUBJECT: Agenda Item No. 12 - Meeting of May 12, 2014
Awarding the Construction Contract for the Boyce Road Lift Station
Project - Phase 2 to Pacific Infrastructure Corp.

Recommendation

Staff recommends the Board award the construction contract for the Boyce Road Lift Station Project - Phase 2 (Project) to Pacific Infrastructure Corp. (PIC) in the amount of \$330,000.

Funds for the project have been budgeted in the Renewal and Replacement Fund and Capacity Fund as Project No. 800-311.

Background

The Boyce Road Lift Station was originally constructed in 1959 on an approximately 50-foot by 50-foot parcel on the corner of Boyce Road and Weber Road in Fremont. It is located in the Irvington drainage basin, which is the southernmost of the three drainage basins in the District's service area. The lift station receives wastewater from two existing 21-inch and 24-inch diameter gravity sewers and pumps it to a higher 30-inch diameter gravity sewer that eventually drains into the Irvington Pump Station, which is located approximately three miles to the south.

Due to the age of the existing lift station facility and the difficulties in accessing equipment for maintenance activities, a new lift station was constructed and placed into operation in early June 2013. Towards the latter part of construction, staff identified a few additional improvements that were deemed necessary for properly maintaining the lift station. Normally, these improvements would have been included under the original construction contract; however, due to severe scheduling and budgeting impacts

resulting from the unforeseen groundwater issues that were encountered, staff made the decision to address these improvements in a follow-up Phase 2 project.

Project Scope

GHD Inc. completed the Project's final design in March 2014. The Project's major elements are as follows:

- Outdoor Resistive Load Bank for Existing Standby Generator;
- Motorized Actuators for Existing Plug Valves and Weir Gates;
- Gas Detection System Upgrade;
- Local Control Panel and Piping Improvements for Drywell Sump Pumps;
- Emergency Lights;
- Protective Coatings for Influent Box.

Bid Results

Staff advertised the Project for bids on April 3, 2014. Staff received and opened two (2) bids on April 24, 2014. The bid results are summarized in the table below and shown in further detail in the attached Table 1.

Contractor	Total Base Bid Plus Bid Alternates A, B and D
Pacific Infrastructure Corp. Livermore, CA	\$330,000
DW Nicholson Corp. Hayward, CA	\$411,000

Both of the bids came in above the Engineer's Estimate of \$300,000. PIC was the apparent low bidder with a bid of \$330,000, which is 10% above the Engineer's Estimate. Staff spoke with both contractors and believes that their overhead costs and available manpower contributed to the variance in bid amounts and why both bids were above the Engineer's Estimate.

Staff reviewed PIC's bid and determined it to be the lowest responsive and responsible bid, which PIC has verified and confirmed. PIC is a General Engineering Class A licensed contractor who has successfully constructed numerous projects in the San Francisco Bay Area. They have previously constructed the Secondary Digester No. 1 Dome Replacement Project for the District, which was completed in 2012, and staff was satisfied with their work performance.

Bid Alternates

The Project's bid schedule included two bid alternates. Staff utilized the sum of the Total Base Bid and Bid Alternates A and B for the basis of award. A description of the bid alternates follows:

Bid Alternate A provides 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. PIC submitted a bid amount of \$2,000 for this insurance. Staff recommends including this bid alternate in the construction contract.

Bid Alternate B provides the cost for the contractor to install protective coatings inside the lift station influent box structure. PIC submitted a bid amount of \$25,000 for this work. Staff believes this to be a competitive bid amount and recommends including this bid alternate in the construction contract.

Construction

The Project's construction period will be one hundred twenty (120) calendar days with an estimated completion of all project elements by October 2014. Construction management services will be provided by District's engineering staff.

Staff recommends the Board award the construction contract for the Boyce Road Lift Station Project Phase 2 to Pacific Infrastructure Corp. in the amount of \$330,000.

RBC/SG/RC/CB;ks

Attachments: Figure 1
Table 1 – Bid Tabulation
Contractor Agreement

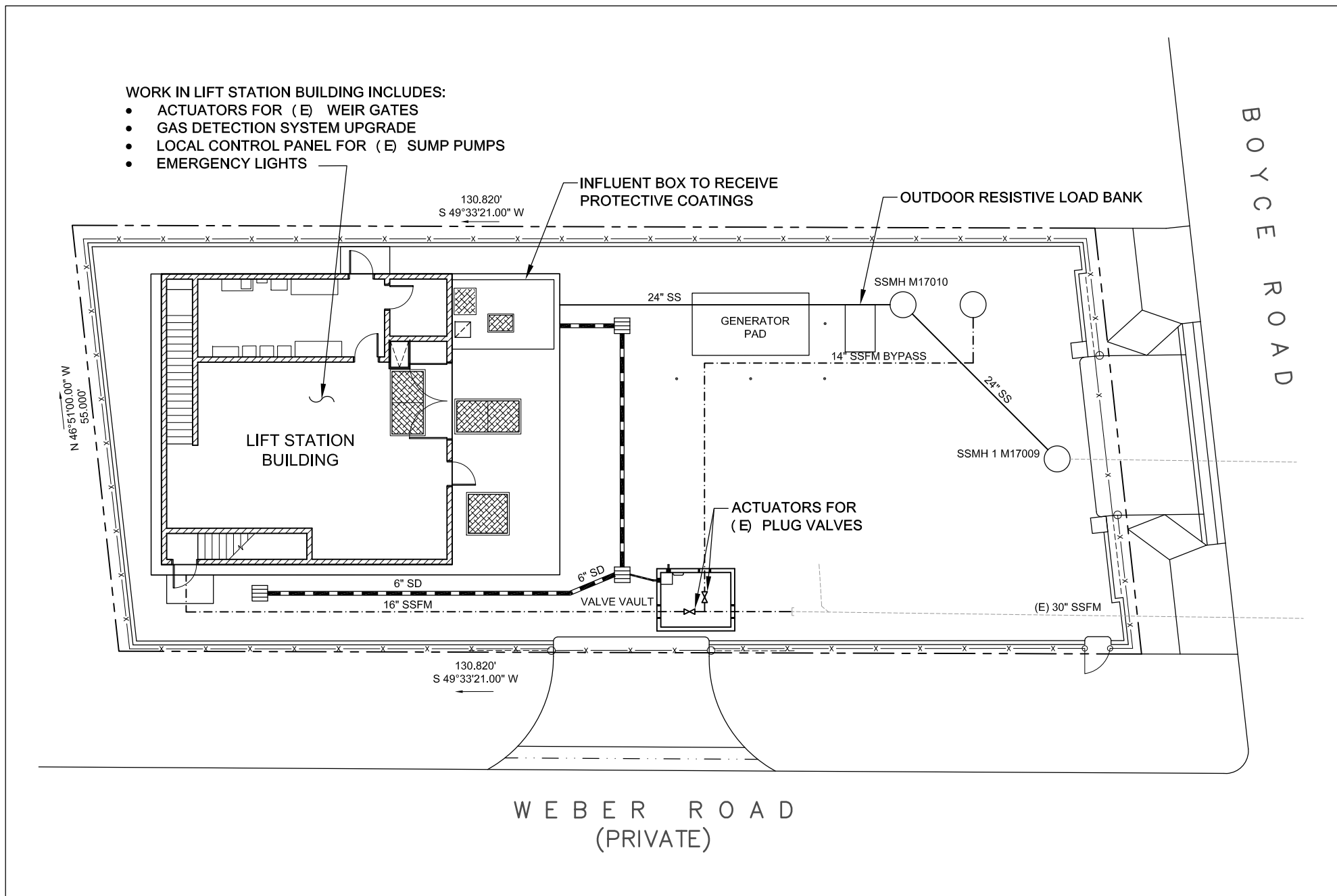


FIGURE 1 – BOYCE ROAD LIFT STATION

**Table 1
Bid Tabulation**

**Boyce Road Lift Station Project Phase 2
Bid Tabulation
Bid Opening: 2:00 pm, April 24, 2014
Engineer's Estimate: \$300,000**

Bid Item No.	Bid Item	Unit	Estimated Quantity	Pacific Infrastructure Corp. (Pleasanton, CA)	DW Nicholson Corp. (Hayward, CA)
				Total Bid Price	Total Bid Price
1	Completion of all Work included as part of Contract Documents for Project No. 800-311, except as specified under items 2 through 6 and Bid Alternates A and B, for the amount of:	LS	1	\$155,000	\$46,000
2	Outdoor Resistive Load Bank	LS	1	\$20,000	\$93,000
3	Motorized Actuators	LS	1	\$75,000	\$156,000
4	Gas Detection System	LS	1	\$40,000	\$36,000
5	Drywell Sump Pump Improvements	LS	1	\$12,000	\$23,000
6	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$1,000	\$0
Total Base Bid				\$303,000	\$354,000
Bid Alternate A	Builder's Risk Insurance	LS	1	\$2,000	\$20,000
Bid Alternate B	Influent Box Protective Coatings	LS	1	\$25,000	\$37,000
Total Contract Price				\$330,000	\$411,000
Percent (Under)/Over Engineer's Estimate				10.0%	37.0%

AGREEMENT FOR THE CONSTRUCTION OF

Boyce Road Lift Station Project Phase 2

Project No. 800-311

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of May, 2014, between the UNION SANITARY DISTRICT ("District"), Union City, California, and PACIFIC INFRASTRUCTURE CORP. ("Contractor"), License No. 799927.

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: **Boyce Road Lift Station Project Phase 2 (Project No. 800-311)** 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 three hundred thirty thousand dollars (\$330,000.00) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated April 24, 2014, 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: A and B. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

Project No. 800-311
Agreement

Page 1 of 9

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

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number.

The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the

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

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

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

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

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

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

investigation by either the Division of Labor Standards Enforcement or by the District.

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

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

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

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

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

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

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

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating

from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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 the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

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

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

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

19. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim

for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of May, 2014.

PACIFIC INFRASTRUCTURE CORP.

By: _____

Mark Jorgenson
President

Address: 435 Boulder Court #200, Pleasanton, California 94566

UNION SANITARY DISTRICT

By: _____

Jennifer Toy
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

David M. O'Hara
Attorney for Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: May 7, 2014

MEMO TO: Board of Directors - Union Sanitary District

FROM: Richard B. Currie, General Manager/District Engineer
Rollie Arbolante, Customer Services Coach

SUBJECT: Agenda Item No. 14 - Meeting of May 12, 2014
**Approve Updated Records Management Policy and Inactive
Records Retention Schedule (USD Policy #2935)**

Recommendation

Approve the proposed revisions to the Policy and Retention Schedule and establish the next review date as May 2019.

Background

In 1995, the District undertook an extensive project to implement a Records Retention Policy and Records Retention Schedule with the intent of more effectively managing documents and reducing the tremendous volume of records stored by the District. USD retained a consultant to assist staff in developing the program. The culmination of this effort was the adoption of the policy and retention schedule in November of 1995. The documents were revised and updated in 2007 and approved by the Board.

Over the last year, the Records Management Advisory Committee and the General Manager have reviewed the Policy and Retention Schedule. Because of changes that have occurred in California standards, the Committee retained the services of a records management consultant to review our retention schedule and make recommendations for changes and additions. Staff also consulted with legal counsel on changes to many document retention periods. In addition, some retention periods have been revised to ensure availability of documents to staff,

or have been reduced for practical purposes where there is not a legally designated retention period.

Records Management Policy Changes

Changes to the text of the Policy are primarily for the purpose of reflecting current practice and eliminating language that is no longer applicable. Some revisions have been made to reflect industry trends to adopt new archival standards using electronic media storage in addition to the use of microfiche. A few changes have been made to the Responsibilities and Duties of the Records Management Coordinator to reflect current duties.

Changes to the Retention Schedule. Numerous changes have been made. Staff has adopted the recommendation of our Records Management Consultant or extended some periods to accommodate requests from staff based on historic need. General and specific changes of significance are listed below as well as any change where the retention period has been reduced. Records series deleted or added are also listed in tables which follow.

Document Category or Type	Change From	Change to	Reason
Accounting Documents	5 years	7 years	Consultant Recommendation
Board Agenda Packets	10	99	Consultant recommends as a best practice to retain indefinitely using electronic storage media
Budget and CIP	6	10	Consultant recommended extending as industry best practice
CEQA – EIRs	10	99	New requirement – recommended by Attorney
Conflict of Interest Statements	10	7	Recommended by consultant based on requirements
Construction Project Files	3	10	Consolidated various categories, most of which require 10 years
Diaries, Construction	5	10	Consultant rec. – new statutes of limitation apply.

Document Category or Type	Change From	Change to	Reason
Emergency Preparedness Records	5	2	FEMA requires 2 years after reimbursement.
Financial Audits	6	99	Consultant recommended best practice
HR Medical Files	60	30	Clarified that statute requires retention 30 years after employee separation
Insurance Files	5	99	Consultant recommendation based on indemnity concerns
Legislation	5	Current +1	History of usage indicates no need to retain > 1 year
ET Meeting files	3	10	Includes record of decisions impacting the organization
O&M Logs and Data	Var.	Var.	Group request to increased retention to provide historical information
Permits for Sewer Construction	5	99	Retain for liability purposes
Project Plans (drawings)	15	99	Consultant recommended keeping as a permanent record
Policies and Procedures	99	10	Consultant recommended 10 years after previous policy superseded. No statutory requirement
Purchasing and A/P Reports	4	0	Paper record no longer produced. Part of financial data base
Collection System Reports	3	13	Value in keeping records for two TV cycles (6 years) + 1 year

Video Monitoring Tapes	1	25 days	Not practical to keep tapes, they are recorded over every 25 days

Document Series being eliminated:

Document Series	Reason for Elimination
Assessors Maps	Document kept by County, not USD
Demographics Info.	No longer kept by HR
EBDA Reports	Not a USD document. Kept by EBDA
Master Plan Copies	No longer kept in hard copy format
Reports, Environmental	Included in CEQA category
Safety Files	Combined with HR Files

Document Series being added:

Document Series Added	Retention Period	Reason for inclusion
Confined Space Entry Reports	3	For OSHA Investigations
FOG Program	5	Added since last update
Hazardous Materials Management	30	New requirement
Material Safety Data Sheets	30	New requirement
Newsletters	99	Keep as historical records
Pump Station Maintenance Records	Life of Equipment	Not previously included in schedule.

Document Series Added	Retention Period	Reason for inclusion
Rate Change Notices – Prop 218	99	Not previously identified as a record series. Historical document.
SSOs, Spills, Releases	5	New category for regulatory reporting
USD Standard Specs	99	Not previously included in schedule.

The Policy and Retention Schedule attached represent a document that complies with provisions of the State law to the best of our understanding. These documents have been prepared or reviewed by the General Manager and District's Attorney.

DRAFT

Union Sanitary District Policy and Procedure Manual

Effective date: December 10, 2007 <u>May 12, 2014</u>	Records Management Policy and Inactive Records Retention Schedule	Policy Number 2935 Page 1 of 6
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Policy

It is the policy of the Union Sanitary District to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all District records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition.

Purpose

The purpose of this policy is to establish a Records Management Program and identify its objectives, scope, organization and functions, and to define the responsibility of individuals and groups in managing documents to conform with this Policy.

Definitions

Record All recorded information regardless of form or media. Included are forms, reports, directives, correspondence, legal instruments, engineering drawings, specifications, maps or other documentation regardless of whether recorded on paper, microfilm, magnetic tapes, disks, optical disks or other media, electronic or hard copy.

Record Series A collection of similar or related records that are created, used or destroyed together.

~~*Records Control Worksheet*~~ ~~A worksheet used to initiate the process, and provide an audit trail, from the work groups to the District Records Management Coordinator of current work group records. Records retention schedules are developed from the records control worksheets.~~

Comment [RBC1]: The District no longer uses this worksheet.

<i>Records Retention Schedule</i>	A summary document identifying the retention period for each record series utilized at the District. The Records Retention Schedule is approved by the Board of Directors along with the Records Management Policy. The schedule also identifies the responsible group for each record series and special instructions for review, long term retention or destruction of expired record series documents.
<i>District Records Management Coordinator (DRMC)</i>	A District Records Management Coordinator will be designated and will coordinate and administer the Records Management Program. The DRMC may designate additional personnel to assist in the administration of the Records Management Program.
<i>Records Management Advisory Committee (RMAC)</i>	The DRMC, Assistant to the General Manager, one Work Group Manager, and one I.T.S. staff person are members of this committee. The DRMC may suggest selection of additional members and recommend them to the <i>Executive Team</i> .

Scope and Objectives of Policy

Scope

All records as defined herein are hereby declared to be the property of the District. No District official or employee has, by virtue of his/her position, any personal or property right to such records even though he or she may have developed them. The unauthorized destruction, removal from files, or use of such records is prohibited.

All directives and guidelines included in or issued as part of the Records Management Program are applicable to all organizational elements and personnel within the District. All information and records, including technical reference materials and publications, created or received by the District are included in the scope of this policy.

Nothing in this policy shall be construed or interpreted as requiring any particular record maintained under the Records Management Program to be disclosed or inspected by a member of the public under the California Public Records Act (Government Code Section 6250 et seq.) or other applicable laws. Each request for inspection of a public record shall be reviewed on a case by case basis in accordance with District Policy #2930, Inspection of Public Records & Duplication Charge. For GIS information requests refer to Policy No. 2931, GIS Data Access.

Objectives

The objectives of the records management program are that:

- The policies, decisions and transactions of the District are fully documented.
- Information is available when and where needed.

- Unnecessary creation of records is avoided.
- Duplication in record keeping is minimized.
- Records are filed to:
 - ensure their prompt retrieval.
 - provide full documentation from one file source whenever practical.
 - facilitate systematic disposition.
- Non-current records do not encumber valuable office space and filing equipment.
- Records are destroyed only in accordance with authorized records retention schedules which comply with all applicable laws, regulations and policies.
- Records essential for the continuance of operations are adequately protected from potential loss in disasters.
- Cost effective filing equipment and supplies are used to facilitate good filing practices.
- Records are created and used in the most efficient way.
- Records with historical value are identified and preserved.

Procedure

~~*Use of Records Control Schedules:*~~ All District offices and work groups will have current records retention schedules for all records series in their functional areas. Records will be transferred, disposed of, and/or destroyed only in accordance with such schedules.

The District Records Management Coordinator, in cooperation with ~~coaches and~~ work group managers, will develop and maintain current records retention schedules with retention periods for all records series.

~~To initiate the process, and to provide an audit trail, records control worksheets for new records series will be submitted to the Records Management Advisory Committee, who will notify the District Records Management Coordinator within 10 working days of their approval or any changes to be made, prior to final approval by the District Board of Directors. Records control worksheets for all previously established record series will be retained indefinitely.~~

Records retention schedules will ~~be developed from the records control worksheets, and will~~ constitute full authority of the DRMC to transfer, archive or destroy, with proper authorization, the records series covered by such schedules. ~~Periodic r~~Revisions of retention periods shall be submitted for review and approvals ~~every five years or when changes are required by law. in the same manner as the original retention periods.~~

Destruction Of Obsolete Records. Records which, under the provisions of the records retention schedules, have become obsolete, will be destroyed by or under direct supervision of the District Records Management Coordinator, or their designee, according to approved methods such as recycling or shredding (for confidential files).

For each batch of records destroyed, a Certificate of Destruction will be prepared, signed by the District Records Management Coordinator, the work group manager, or general manager, and retained permanently.

Comment [RBC2]: This form no longer used. Audit trail not needed since changes to the policy are approved by the Board and Board sets retention Policy.

Comment [RBC3]: This was applicable when the retention schedule was first created.

District Records Center. The District Records Management Coordinator will coordinate a cost-effective, efficient system for storage of inactive records throughout the District. This can be provided through contract services by a commercial facility, or by an in-house Records Center. Additionally, a secure, fire resistant data-media safe, vault or similar facility for storage of the District's important and vital records, in paper form, on microfiche, or in magnetic or optical media, will be arranged for by the District Records Management Coordinator in an alternate location.

Preservation Of Historical Records. The District Records Management Coordinator will maintain procedures to ensure the preservation of the historically valuable records of the District. This includes suitable archival storage facilities for such records and storage in such manner that the records, unless their use or disclosure is restricted by law or regulation, are open to the public for research purposes. Wherever practical a duplicate of these historical records will be maintained offsite.

Inactive Records Not To Be Maintained In Office Files. Records no longer required in the conduct of current business by any office of the District will be promptly transferred to the Records Center, compressed storage, and/or be destroyed according to the provisions of the appropriate retention schedule. Inactive or obsolete records will not be maintained in current office files or equipment.

Records To Be Archived. The District Records Management Coordinator will select the records series to be archived using the following criteria:

- Records with long retention periods and/or historical value whose preservation is best accomplished by ~~microfilming~~ converting to a media meeting State of California archival standards
- Records containing information which is indispensable to the continued operations of the District in case of disaster.
- Records shown in the Approved Retention Schedule with a retention period of 99 years.

Use of microfiche or electronic storage media meeting archival standards is the preferred method of archiving. Other methods may be used subject to approval by the Executive Team if those methods meet standards for long term, reliable document storage.

All ~~microfiche~~ archival media must meet the technical standards for quality, density, resolution and definition of the American National Standards Institute (ANSI) or applicable State of California standards. ~~Master silver originals of such film~~ Film will be stored off-site under controlled environmental and security conditions for archival microfilm storage according to ANSI standards. A master index to all microfiche records will be established and maintained using a computer database program. The DRMC or an authorized, qualified designee will check and certify that all microfiche records are true and accurate duplications of the original records.

Electronic Data Back-up and Storage. Procedures shall be in accordance with Policy # 2100, Information Security Policy, and IT Back-up Standard Operating Procedures ~~and Policy~~.

Responsibility and Duties Of The District Records Management Coordinator

It will be the responsibility of the DRMC to:

- Administer and prescribe basic files management and records disposition policies, systems, standards, and procedures.
- Prepare records retention ~~and disposition~~ schedules in cooperation with work group managers and legal counsel.
- Review records retention schedules ~~annually and update or amend as needed every 5 years, or amend as needed or as required by changes to the law.~~
- Maintain a current master index of the Uniform Functional Filing System for distribution to all administrative staff.
- Develop, disseminate, and coordinate files maintenance and records disposition procedures to meet the current and long-term information needs of the District.
- Train administrative staff and other personnel in the fundamentals of records management and their duties in the records management program, arrange for workshops, publications and other forms of advice and assistance in records management techniques.
- Initiate actions such as records transfers ~~or~~ destruction and ~~or microfiche preparation transfer to archives~~ in accordance with the records retention schedules.
- Oversee and coordinate the District's system for storage of inactive records.
- Establish and monitor compliance with standards for filing equipment and supplies in all District offices and work groups. ~~Review all requests for filing equipment and microfiche or other archiving equipment.~~
- Report to the Records Management Advisory Committee, failure of any individual or work group to comply with this policy.
- ~~Coordinate the development of a disaster recovery plan for the District to ensure the availability of vital records to re-establish and continue operations.~~
- Implement procedures to ensure the preservation of records with historical value to the District.
- Coordinate all ~~microfiche preparation and~~ archiving activities.
- Prepare and submit annually to the ~~Executive Team~~ appropriate Work Group Manager, the budget requirements for the maintenance and operation of the Records Management Program.

Comment [RBC4]: This is beyond the scope of this position.

Responsibilities Of The Records Management Advisory Committee

It will be the responsibility of the RMAC to:

- Advise the DRMC on records management policy decisions affecting their respective areas of expertise.
- Review and monitor program performance on an ongoing basis and propose changes and improvements.
- Review and approve records retention periods proposed by the DRMC in preparation for final approval by the District Board of Directors.
- Assist the DRMC with the ~~appraisal~~ designation of historical records.
- Actively support the records management program and promote it among all groups within the District.

- Coordinate the District's file management and records ~~disposition~~-retention activities and report —annually to the Executive Team on program effectiveness.

Employee Responsibility

Designated administrative staff members are expected to be familiar with the concept and objectives of the Records Management Program and Policy, as well as to have a working knowledge of the District's records management manual. In matters of records management, they receive technical guidance and direction from the DRMC, or their designee.

The designated administrative staff person in each work group is responsible for:

- Coordinating all records management related activities with the District Records Management Coordinator, or their designee.
- Monitoring records activity to ensure that all provisions of this policy are complied with.
- Monitoring the application of retention periods to all records in their functional areas.
- Giving technical guidance to office support, coaches, and staff as needed on records management definitions, practices and procedures.

Management Responsibility

In accordance with this policy, each work group manager is responsible for the following:

- The implementation and operation of effective file systems using the Uniform Functional Filing System (UFFS) master index.
- Transfer and disposition of inactive and obsolete records according to approved records retention schedules.
- Designation of administrative staff in each work group to coordinate records management activities.

The Executive Team is responsible for assigning an individual to be the District Records Management Coordinator and for assigning additional staff to be on the Records Management Advisory Committee.

Management is responsible for ensuring compliance with this Policy.

References and Notes

This revision supersedes the versions listed below, which are no longer effective.

Title	Policy #	Date
Records Management Policy	(Not assigned)	November 12, 1995
Inactive Records Retention Schedule	(Not assigned)	November 12, 1995
<u>Records Management Policy and Inactive Records Retention Schedule</u>	<u>2935</u>	<u>December 10, 2007</u>

Formatted: Centered

Approved by: Board of Directors
Author/owner: General Manager

Reviewers: Executive Team, Human Resources Administrator, Records Management Coordinator.

[Records Management Advisory Committee](#)

Notify Person: General Manager

Revision frequency: Every 5 years

Next Review: ~~12/10/2012~~ 05/2019

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
3	Accounts Payable [7]	BS/FIST	7		D	
4	Agendas, Board Meetings [Never]	GM	99		SE or M	Microfilm or Store Electronically on unalterable media
5	Annexations [Never]	TSCS/CST	99		SE or M	Microfilm or Store Electronically on unalterable media
6	Banking Files [7]	BS/FIST	7		D	
7	Board Meeting - Agenda Packet [Never]	GM	99		SE or M	Microfilm or Store Electronically on unalterable media
8	Bonds [10]	BS/FIST	10	After Maturity	D	
9	Budget and CIP (Annual) [10]	BS/FIST	10		SE or M	Microfilm or Store Electronically on unalterable media
10	Canceled Checks [7]	BS/FIST	7		D	
11	Cash Receipts [7]	BS/FIST	7		D	
12	CEQA Documents (EIRs, etc) [varies]	TSCS/CP	10	After project completion or completion of mitigation	SE or M	Final EIRs for major projects should be kept indefinitely. Neg Decs and other docs keep for 10 yrs
13	Claims [5]	<u>GM</u>	5	After claim resolved	D	
14	Collection Line Cleaning - Field Reports [13]	CS	13	or 2 cleaning cycles minimum + 1 year	D	
15	Committee and Task Force Meeting Notes [3]	ALL WGs	3	Onsite	Review	
16	Computer Network Data Backup [2]	BS/IT	2		D	Per IT policy & procedure
17	Confined Space Entry Permits [3]	CS/FMC	3		D	
18	Conflict of Interest Statements [7]	GM	7		D	
19	Construction Project Files, Capital Improvement Projects - Project Administration, Schedules, Certified Payrolls*, Correspondence, Diaries, Bid & Proposal docs, Insurance Certificates, etc. [10]	TSCS/CP	10	After project complete, Unless claim	D	*Projects w/ SRF Loans retain certified payrolls for 26-36 years (depending on SRF agmt) after project completion

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
20	Contracts, Expired [15]	BS/MMT	15	After expiration	Review	After 5 years, store electronically additional 10 years and review if appropriate
21	Correspondence [2]	GM	2	Store on site	Review	
22	Credit Card Documents [7]	BS/FIST	7	After Payment	D	
23	Deeds & Easements [Never]	GM	99		SE or M	Microfilm or Store Electronically on unalterable media
24	Diaries and Log Books, Operations [5]	TD/TPO	5		D	
25	Diaries, Construction [10]	TSCS/Cust Svc	10	After project compl.	D	
26	District Formation, Restructure [Never]	GM	99		SE or M	Keep Original Documents per law
27	Drawings, Shop (Submittals) [20]	TSCS/CP	20	May Destroy if equipment no longer operational.	Review	
28	Election Records [5]	GM	5	After term complete	D	
29	Emergency Preparedness Records [2]	GM	2	After Superseded	D	Keep FEMA reimb docs 2 yrs after reimbursement
30	Executive Team Meeting Files [10]	GM	10		D	
31	Expense Statements for EEs [7]	BS/FIST	7	After Payment	D	
32	Financial Audits [Never]	BS/FIST	99		SE or M	Microfilm or Store Electronically on unalterable media
33	Financial Reports [Never]	BS/FIST	99		SE or M	Record of Rate Development History; Microfilm or Store Electronically on unalterable media
34	FOG (Fats, Oil & Grease) Program [5]	TSCS/EC	5		D	

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
35	Grants, Loans, Bonds [10]	BS/FIST	10	After last payment	D	
36	Graphic Material, Photos, etc. [5]	TSCS/CST	5		D	Transfer to History if appropriate.
37	Hazardous Materials	TPO/FMC/OST/MMT/CS	30		D	3 years should be kept on site
38	History, USD [Never]	GM	99		SE or M	Microfilm or Store Electronically on unalterable media
39	Human Res Files - Claims (Discrimination) [5]	HR	5	After resolution	-	Except Workers Comp Claims
40	Human Res Files - Litigation [10]	HR	10	After settlement		Confirm with attorney prior to destruction
41	Human Res Files - Medical, including Workers Comp [30]	HR	30	After Separation	D	30 yr statute of limitation for toxic substance exposure
42	Human Res Files - Recruitment [3]	HR	3		D	For candidates not hired
43	Human Res Files - Salary/Surv. [4]	HR	4	or length of MOU	D	
44	Human Res Files - Training Course Records [5]	HR	5		Review	
45	Human Res. Files - Personnel Files [10]	HR	10	After separation or termination	D	
46	Human Res. Files- Benefits [6]	HR	6	After Separation	D	6yr statute of limitation for Retirement Benefits
47	Insurance - District Owned Policies -(Never]	BS/MMT,TSCS/CP	99		SE or M	Microfilm or Store Electronically on unalterable media
48	Investment Files [5]	BS/FIST	5	After term of invest.	D	
49	Journal Entries [7]	BS/FIST	7		D	
50	Journals - Cash Receipts [7]	BS/FIST	7		D	
51	Journals - Payroll [7]	BS/FIST	7		D	May include expense reimbursement or independent contractor's compensation
52	Labor Contract Agreement Documents [Never]	HR	99		SE or M	Microfilm or Store Electronically on unalterable media

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
53	Labor Relations [5]	HR	5	After end of Agreement	Review	SE or Destroy.
54	Laboratory Data [5]	TD/RS	5		D	
55	Laboratory Reports [5]	TD/RS	5		Review	SE or Destroy
56	Ledgers, General [7]	BS/FIST	7		D	
57	Ledgers, Payroll [10]	BS/FIST	10		D	
58	Legal Opinions [10]	GM	10		Review	SE or Destroy if no longer relevant
59	Legislation - Fed, State, Local [1]	GM	1	Current +1	D	
60	Litigation Files [10]	GM	10	After settlement	D	
61	Master Plans for USD facilities [20]	TSCS/CP	20	Review	SE or M	
62	Minutes, Board of Directors [Never]	GM	99		SE or M after 5 years	
63	Material Safety Data Sheets (MSDS) Masters (Safety Data Sheets) [30]	BS/MMT	30		D	Title 8 of CA Code of Regulations
64	Newsletters	GM	99	Historical		
65	Operations Manuals [LOE +1]	FMC	LOE +1		D	Life of Equipment +1 year
66	Ordinances and Resolutions [Never]	GM	99		SE or M	Keep as permanent record + Microfilm or store electronic on unalterable media for off site storage
67	Organizational Development [5]	GM	5		Review	Destroy if no longer relevant
68	Payroll Files [7]	BS/FIST	7		D	
69	Permits - NPDES [5]	TD	5	Current + 5	D	
70	Permits - Out Of Business Industries [Never]	TSCS/EC	99		SE or M	Retain hard copies 10 years. Microfilm or store electronic on unalterable media > 10 years. Historic Rec.
71	Permits - Use Permits w/ Cities [Never]	GM	99		SE or M	Keep as permanent record; Microfilm or store electronic on unalterable media
72	Permits, Air Quality (BAAQMD) [5]	TD	5	Current+5	D	
73	Planning - Strategic, Long Term [10]	GM	10		Review	Destroy if no longer relevant

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
74	Plans & Permits - Laterals/Sewer Construction [99]	TSCS/CST	99			Store electronically
75	Plans (Drawings) - Finals [Never]	TSCS/CP	99		SE or M	Microfilm or store electronic on unalterable media
76	Policies and Procedures [10]	HR	10	After Superseded	Review when due	
77	Public Records Requests [2]	GM	2	After Documents Delivered	D*	*Do not destroy if related to legal action.
78	Public Relations Program [2]	GM	2		D	
79	Pump Station Maintenance Records	FMC	1	After end of equip. life	D	Keep for life of equipment + 1 year
80	Purchase Orders [7]	BS/MMT	7	From Date Compl.	D	
81	Rate Change Notice (Prop. 218)	GM	99			Store Electronically after 10 years
82	Real Property Records [Never]	GM	99		SE or M	Hard Copy & Microfilm or store electronic on unalterable media
83	Receipt Books [5]	BS/FIST	5		D	
84	Records Management - Certificates of Destruction [99]	TSCS/CP	99			Microfilm or store electronic on unalterable media
85	Records Management - Files [10]	TSCS/CP	10		Review	
86	Reports, Accounts Payable [0 for hard copy]	BS/FIST	0		D	The database serves as the official record
87	Reports, Administrative [5]	GM	5		Review	Destroy or Store Electronically or store historical
88	Reports, Pipe Inspection CCTV [13]	CS	13+		D	Stored electronically in Flexidata electronically. 2 maintenance cycles plus 1.
89	Reports, Charge Jobs Costs [5]	CS	5		D	
90	Reports, Customer Complaints [5]	GM	5		D	Unless litigation
91	Reports, Daily Maintenance [3]	FMC & TPO	3		D	Stored electronically in CMMS.
92	Reports, Depreciation [5]	BS/FIST	5		Review	Review for further need
93	Reports, Field - Collection Syst. [13]	CS	13+		D	Stored electronically in CMMS. 2 maintenance cycles plus 1.

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
94	Reports, OdorControl/Monitoring [5]	TD	5		D	
95	Reports, Operations (EBDA, NPDES) [10]	TD	10		D	Keep on site for 5 years
96	Reports, Payroll [7]	BS/FIST	7		D	
97	Reports, Pretreatment Program [5]	TSCS/EC	5		SE	SE after 5 years per Regional Board
98	Reports, Preventative Maint. [4]	TD	4		D	Stored electronically in CMMS.
99	Reports, Purchasing [0 for hard copy]	BS/MMT,TSCS/CP	0		D	The database serves as the official record
100	Safety Program Files	BS/GM	10		D	
101	Safety Training, Tailgate Meetings [5]	ALL WGs	5		D	
102	SCADA Operator Check Lists [5]	TD	5		D	
103	Service Requests [5]	TD	5		D	Stored electronically in CMMS.
104	Sewer Connection Fee Files [5]	TSCS/CST	5		D	
105	SSC Files (Sewer Service Charge) [5]	TSCS/CST	5		Review	
106	Sanitary Sewer Overflow/ [5]	CS	5		D	
107	Spills (pump stations & forcemains)	FMC	5		D	
108	Unauthorized Releases	TD	5		D	
109	Standard District Specifications [Never]	TSCS/CP,CST	99		SE or M	Transfer to Library; Store Electronically on unalterable media or Microfilm
110	Studies and Reports, Technical (including related project files) [10]	TSCS/CP	10	After proj. Compl.	Review	District Library and Electronic Storage
111	Organizational Survey and Benchmark Data [5]	GM	5		D	
112	Timecards [10]	BS/FIST	10		D	
113	USA Documents [3]	CS	3		D	
114	Vehicle & Equipment Maintenance [2]	CS	2	After Disposal or Surplus	D	
115	Security Video Digital Files (CCTV) [~25 days]	TSCS/CST	Recycle			
116	Warranties [5]	BS/MMT,TSCS/CP	5	After Disposal or Expiration	D	
117						
118	Authorized Signatures:				Approved by Board May 12, 2014	
119						
120						

Records Retention Schedule - May 2014

	A	B	C	D	E	F
2	Document Series Title	Responsible Group	Retention (in years)	Retention Qualifier	Destruction or Other Action	Comments
121	General Manager	USD Legal Counsel				

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General Manager-
District Engineer*

David M. O'Hara
Attorney

DATE: May 5, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 15 - Meeting of May 12, 2014
Approving Proposed Changes to California Special District's Association Bylaws

Recommendation

Review the proposed changes to the California Special District's Association Bylaws and direct staff to cast the ballot on behalf of USD approving or disapproving the changes.

Background

USD is a member in good standing of the California Special District's Association (CSDA). As such, we are entitled to vote on any changes to the organizations bylaws. The CSDA Board of Directors is recommending approval of the proposed changes which are summarized below. Attached is the cover memo from CSDA and a link is provided below to the CSDA Bylaws website where you can access the full document. The document contains 20+ pages.

<http://www.csda.net/bylaws/>

In summary, the changes include the following:

- **Changing CSDA Regions to "Networks".** CSDA has launched a new service initiative that includes changing their historical geographic regions to CSDA Networks (USD is in the Bay Area Network). A substantial number of the bylaws changes are associated with references to the Networks.

- **Eliminate Liaison Membership Class.** The current Liaison Representative Membership class provides a non-voting membership for representatives from agencies similar to CSDA but not belonging to CSDA. This class has been eliminated.
- **Meeting Notice.** Creates a separate requirement for notification for Special Meetings called by the President or Board. This requires a 10-day notice vs. 45 days for the regular annual meeting.
- **Voting delegate.** Eliminates the requirement that an agency designate its voting representative by issuing a resolution from its Board of Directors.
- **Nomination for Board of Directors.** Language clarifies that an agency may only nominate a candidate for Board of Directors from within its agency.
- **Board of Directors Elections.** Extends the nomination period by 10 days if the incumbent elects not to run for the position. Also provides that balloting and voting will not be required if there is only one candidate for a Board position. Also provides that a vacancy during the year can be filled by appointment by the Board of Directors.
- **Changes to Committees.** Some committees are renamed to better describe their work. The Planning Committee has been eliminated. Further defines the role of the Finance Corporation Committee to be an independent group with control over the business affairs of CSDA.
- **CSDA Chapters.** Incorporates recently adopted language from the Chapter Affiliation Agreement into the bylaws.
- **Non-substantial Language changes.** Cleans up various items including how numbers are expressed in the text of the bylaws.



**California Special
Districts Association**
Districts Stronger Together

MEMORANDUM

DATE: April 25, 2014

TO: California Special Districts Association (CSDA) Voting Members

FROM: Noelle Mattock, CSDA Board President
Neil McCormick, CEO

SUBJECT: Proposed CSDA Bylaws Updates

The CSDA Board of Directors has approved the attached recommended updates to the CSDA Bylaws to bring forward to CSDA voting members for consideration.

Highlights to the recommended updates include:

- General clean-up to reflect updates and organizational changes over the last 3 years
- Clarifying language to the CSDA Board nomination and election process
- Updates to various committee definitions and titles
- CSDA affiliated chapter clarification

The full proposed changes to CSDA's Bylaws are indicated in mark-up form for your review and can be found online at www.csdanet.org/bylaws.

As a voting member in good standing, once your district has reviewed the proposed CSDA Bylaws updates, please use the enclosed official ballot to cast your vote by mail in favor or not in favor of the changes.

Completed ballots must be received by Friday, June 13, 2014 at 5:00 pm to be counted. Only official and fully completed ballots returned via regular mail to the CSDA office will be counted. The results of the Bylaws ballot will be announced in the CSDA e-News and on the CSDA website. If approved by the membership, the updated Bylaws will take effect on July 1, 2014.

If you have any questions or require printed copies, please contact Charlotte Lowe, Executive Assistant at charlottel@csda.net or (916) 442-7887.

Thank you for your participation and continued support of CSDA!

California Special Districts Association

1112 I Street, Suite 200
Sacramento, CA 95814
toll-free: 877.924.2732
t: 916.442.7887
f: 916.442.7889
www.csdanet.org

A proud California Special Districts Alliance partner

Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, CA 95814
toll-free: 800.537.7790
f: 916.231.4111

CSDA Finance Corporation
1112 I Street, Suite 200
Sacramento, CA 95814
toll-free: 877.924.2732
f: 916.442.7889



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Richard Currie
*General
Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: May 5, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 16 - Meeting of May 12, 2014
**Election of Representative to California Special Districts
Association (CSDA) Board of Directors**

Recommendation

Determine whether the Board will nominate a candidate for the CSDA Board of Directors.

Background

CSDA has an 18-member Board of Directors that includes three representatives from each of six regions in California. USD is a member of Region 3, the Bay Coastal Region. The candidates are either a board member or management-level employee of a member district located in the geographic region. Each regular member (district) in good standing is entitled to nominate a candidate for director to represent its region.

Currently, Seat C in Region 3 is up for election. The incumbent, Mr. Stanley Caldwell from Mt. View Sanitary District in Martinez, is seeking re-election. USD supported his candidacy in 2011. The term is three years.

This is an opportunity for the Board to nominate a candidate for the CSDA Board from USD should they wish to do so. Nominees may be a Board member or executive management staff member. The requirements for participating on the Board are shown in the attachment.

Attachments



**California Special
Districts Association**
Districts Stronger Together

DATE: February 21, 2014

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2015 - 2017 term.

The leadership of CSDA is elected from its six geographical regions. Each of the six regions has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA regular member located within the geographic region that they seek to represent. (See attached Region Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, held every other month at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy.
- Attend CSDA's two annual events: Special District Legislative Days (held in the spring) and the CSDA Annual Conference (held in the fall).
- **Complete all four modules of CSDA's Special District Leadership Academy within 2 years.**
(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).

Nomination Procedures: Any Regular Member is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is May 23, 2014.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 6th. The ballots must be received by CSDA no later than 5:00 p.m. August 1, 2014 and must be the original ballot (no faxes or e-mails). The successful candidates will be notified no later than August 5th. All selected Board Members will be introduced at the Annual Conference in Palm Springs, CA in September.

Expiring Terms

(See enclosed map for regional breakdown)

Region 1	Seat C	Phil Schoefer, Western Shasta Resource Conservation District
Region 2	Seat C	David Pierson, Sacramento Metropolitan Fire District*
Region 3	Seat C	Stanley Caldwell, Mt. View Sanitary District*
Region 4	Seat C	Steve Perez, Rosamond Community Services District*
Region 5	Seat C	Jim Acosta, Saticoy Sanitary District
Region 6	Seat C	Elaine Sullivan, Leucadia Wastewater District*

(* = Incumbent is running for re-election)

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or charlottel@csda.net.



**California Special
Districts Association**
Districts Stronger Together

BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Region: _____ (see map on back)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this **form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet** by fax or mail to:

CSDA
Attn: Charlotte Lowe
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

DEADLINE FOR RECEIVING NOMINATIONS – May 23, 2014



2015 Regions/Networks





California Special
Districts Association
Districts Stronger Together

2015 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after June 5, 2014 will not be included with the ballot mailing.**

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153871	4/24/2014	35727	DW NICHOLSON CORP	COGENERATION PROJECT	\$845,179.20	\$845,179.20
153872	4/24/2014	2873	EAST BAY DISCHARGERS AUTHORITY	O&M ASSESSMENT, QUARTER BEGIN 04/01/2014	\$266,626.96	\$266,626.96
153870	4/24/2014	3256	DW NICHOLSON CORP	MCC REPLACEMENT - PHASE 2	\$186,650.30	\$186,650.30
153910	4/24/2014	60007	RANGER PIPELINES INC	I-680 AT SABERCAT RD SEWER REPLACEMENT	\$90,488.65	\$90,488.65
153864	4/24/2014	201103325	COVELLO GROUP INC	THICKENER 3 AND 4 REHABILITATION	\$4,036.00	\$77,496.77
	4/24/2014	201300813		COGENERATION PROJECT	\$72,368.77	
	4/24/2014	201002240		PRIMARY CLARIFIERS 1 - 4 REHABILITATION	\$1,092.00	
153914	4/24/2014	17717	RMC WATER AND ENVIRONMENT	HAYWARD MARSH REHABILITATION OPTIONS	\$49,855.32	\$49,855.32
153924	4/24/2014	30102530	SYNAGRO WEST LLC	MARCH 2014 BIOSOLIDS DISPOSAL	\$48,952.30	\$48,952.30
153996	5/1/2014	13572	SYSTEMATES INC	CAPITAL PROGRAM MANAGEMENT SYSTEM	\$41,500.00	\$41,500.00
153908	4/24/2014	1245	QUANTUM RESOLVE INC	HANSEN 8 UPGRADE	\$35,525.00	\$35,525.00
153900	4/24/2014	013720140408	PACIFIC GAS AND ELECTRIC	SERV TO 04/07/14 BOYCE RD PS	\$1,685.63	\$29,689.15
	4/24/2014	170120140409		SERV TO 03/23/14 PLANT	\$27,838.08	
	4/24/2014	380420140409		SERV TO 03/31/14 CHERRY ST PS	\$165.44	
153935	4/24/2014	2025026	WEST YOST & ASSOCIATES	UPPER HETCH HETCHY SS REHABILITATION	\$27,277.26	\$27,277.26
153995	5/1/2014	94564	SWRCB - STATE WATER RESOURCES	FY14 ANNUAL WDR FEES	\$24,200.00	\$24,200.00
153956	5/1/2014	86357	DEGENKOLB ENGINEERS	SEISMIC STUDY	\$20,458.75	\$20,458.75
153919	4/24/2014	54215	STANCOR INC	1 SUBMERSIBLE PUMP MODEL P-70C HV	\$15,319.00	\$15,319.00

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153958	5/1/2014	406003	ECOM AMERICA LTD	1 PRO IND ANALYZER OCVNX	\$14,878.88	\$14,878.88
153983	5/1/2014	4010	NORCAL PIPELINE SERVICES	LATERAL PILOT PROGRAM CONDITION ASSESSMENT	\$13,221.00	\$13,221.00
153977	5/1/2014	9017384968	KEMIRA WATER SOLUTIONS, INC.	7.53 DRY TONS FERROUS CHLORIDE	\$5,080.56	\$10,140.88
	5/1/2014	9017384215		7.50 DRY TONS FERROUS CHLORIDE	\$5,060.32	
153948	5/1/2014	514762	CALTEST ANALYTICAL LABORATORY	32 LAB SAMPLE ANALYSIS	\$9,234.10	\$9,234.10
153918	4/24/2014	7110	SCELZI ENTERPRISES INC	7 C-TECH TRUCK DRAWER CABINETS	\$7,286.12	\$7,286.12
154000	5/1/2014	611594	UNIVAR USA INC	5,013 GALS SODIUM HYPOCHLORITE	\$2,358.17	\$7,074.05
	5/1/2014	611653		5,012 GALS SODIUM HYPOCHLORITE	\$2,357.71	
	5/1/2014	611692		5,013 GALS SODIUM HYPOCHLORITE	\$2,358.17	
153949	5/1/2014	14565	CDW GOVERNMENT LLC	1 RARITAN 8PT KVM/IP SWCH 1U DVI	\$5,767.68	\$5,767.68
153885	4/24/2014	19487	IEDA INC	LABOR RELATIONS CONSULTING 4/1/14 - 6/30/14	\$5,305.00	\$5,305.00
153853	4/24/2014	800400.10	ANDERSON PACIFIC ENG CONST INC	THICKENER CONTROL BLDG INTERIM IMPROVEMENTS	\$5,000.00	\$5,000.00
153929	4/24/2014	609567	UNIVAR USA INC	5,015 GALS SODIUM HYPOCHLORITE	\$2,359.11	\$4,718.22
	4/24/2014	610520		5,015 GALS SODIUM HYPOCHLORITE	\$2,359.11	
153902	4/24/2014	240113733	PETERSON TRACTOR CO	BOYCE ROAD LIFT STATION	\$4,714.83	\$4,714.83
153874	4/24/2014	901637256	EVOQUA WATER TECHNOLOGIES	1,400 LB ACTIVATED CARBON CHANGE OUT BULK	\$4,529.47	\$4,529.47
153982	5/1/2014	7097	MOUNTAIN CASCADE INC	REFUND # 17134	\$4,300.00	\$4,300.00
153953	5/1/2014	12581	CRANE WORKS INC	ANNUAL CRANE & HOIST CERTIFICATION	\$4,260.00	\$4,260.00
153906	4/24/2014	140331	PROSAFE	40 HRS INSPECTIONS & 2 HRS SPCC	\$4,200.00	\$4,200.00

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153947	5/1/2014	6336848393	CALPERS	PREMIUMS: APRIL, JUNE, JULY	\$4,099.32	\$4,099.32
153931	4/24/2014	6990	VANCE BROWN BUILDERS	REFUND # 17130	\$4,080.00	\$4,080.00
153865	4/24/2014	245979	CURTIS & TOMPKINS LTD	27 LAB SAMPLE ANALYSIS	\$800.00	\$3,470.00
	4/24/2014	245980		85 LAB SAMPLE ANALYSIS	\$2,670.00	
153897	4/24/2014	97720140331	DAVID M O'HARA ATTY AT LAW	CIP LEGAL - MAR 14	\$3,465.00	\$3,465.00
153916	4/24/2014	70570522	ROSEMOUNT INC	2 TEMPERATURE TRANSMITTERS	\$3,267.67	\$3,267.67
153976	5/1/2014	4352	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICES - MAR 2014	\$3,215.30	\$3,215.30
153875	4/24/2014	113168	EXAMINETICS	ANNUAL HEARING & RESPIRATORY TEST	\$3,165.00	\$3,165.00
153857	4/24/2014	86804	CDW GOVERNMENT LLC	2 RARITAN 8PT KVM/IP SWCH 1U DVI	\$3,156.79	\$3,156.79
154001	5/1/2014	27861	VOX NETWORK SOLUTIONS INC	PHONE SYS MAINT MAY 14 - JUL 14	\$2,873.40	\$2,873.40
153888	4/24/2014	201403067	KNOWLEDGELAKE	SOFTWARE SUPPORT	\$2,767.60	\$2,767.60
153858	4/24/2014	5987	KUOTUNG CHANG	REFUND # 17122	\$2,700.00	\$2,700.00
153848	4/24/2014	6671305	ABC IMAGING, INC.	UPPER HETCH HETCHY SS REHABILITATION	\$1,845.86	\$2,640.87
	4/24/2014	6671303		BOYCE ROAD LIFT STATION	\$795.01	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153894	4/24/2014	81765221	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$48.71	\$2,573.88
	4/24/2014	82115817		ASTD PARTS & MATERIALS	\$103.71	
	4/24/2014	81487162		1 EA WET/DRY VACUUM	\$387.23	
	4/24/2014	81680928		ASTD RIVET NUTS	\$27.19	
	4/24/2014	82146394		1 EA PUP UNTHREADED PIPE FITTING	\$26.21	
	4/24/2014	81238053		10 PACKS REPLACEMENT FILTERS	\$45.00	
	4/24/2014	81811041		5 EA SUCTION/DISCHARGE WATER HOSES	\$971.15	
	4/24/2014	81334044		5 EA SUCTION/DISCHARGE HOSES	\$964.68	
153849	4/24/2014	7343	ABSOLUTE PRO PLUMBING	REFUND # 17125	\$2,500.00	\$2,500.00
153939	5/1/2014	61477	3T EQUIPMENT COMPANY INC	4 PIPEPATCH KIT - WINTER	\$2,268.37	\$2,434.94
	5/1/2014	61488		8 1" MENDER FOR USE W/PIRANAH SP/HP	\$166.57	
153986	5/1/2014	140301	RAFTELIS FINANCIAL CONSULTANTS	SSC COST OF SERVICE STUDY	\$2,375.25	\$2,375.25
153921	4/24/2014	20140331	STATE BOARD OF EQUALIZATION	SALES & USE TAX 01/14-03/14	\$2,309.00	\$2,309.00
153899	4/24/2014	404135	PACHECO BROTHERS GARDENING INC	WEED ABATEMENT WORK APRIL 2014	\$915.00	\$2,280.00
	4/24/2014	404134		LANDSCAPE MAINTENANCE SERVICES APR 2014	\$1,365.00	
153945	5/1/2014	404033	BRENNTAG PACIFIC, INC.	3846 LBS SODIUM HYDROXIDE	\$2,125.41	\$2,125.41

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153981	5/1/2014	82589483	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$435.38	\$2,080.97
	5/1/2014	82565434		2 EA VACUUM & COMPOUND GAUGES	\$177.72	
	5/1/2014	82720454		ASTD PARTS & MATERIALS	\$70.45	
	5/1/2014	82919146		1 ROLL REFLECTIVE VEHICLE MARKING TAPE	\$74.21	
	5/1/2014	82803187		2 EA LIQUID-FILLED GAUGES	\$46.91	
	5/1/2014	82430806		ASTD PARTS & MATERIALS	\$939.26	
	5/1/2014	82521549		ASTD PARTS & MATERIALS	\$337.04	
153974	5/1/2014	2014065	HUNTINGTON BUSINESS SYSTEMS	HBS ANNUAL LICENSE AND MAINTENANCE	\$2,000.00	\$2,000.00
153933	4/24/2014	2746	VON EUW TRUCKING	6 HRS CONCRETE DUMP & 16 HRS END DUMP	\$1,988.00	\$1,988.00
153887	4/24/2014	102029	KIER & WRIGHT CIVIL ENGINEERS	UPPER HETCH HECTCHY SS REHABILITATION	\$1,872.00	\$1,872.00
153850	4/24/2014	9025971797	AIRGAS NCN	1 RADNOR E6011 STICKELECTRODE 5/32 10LB	\$43.16	\$1,798.39
	4/24/2014	9917426379		CYLINDER RENTAL	\$610.97	
	4/24/2014	9025833623		ASTD PARTS & MATERIALS	\$78.03	
	4/24/2014	9025971799		2 CYL ARGON	\$653.73	
	4/24/2014	9025971798		1 CYL ARGON	\$379.70	
	4/24/2014	9026039354		ASTD PARTS & MATERIALS	\$32.80	
153975	5/1/2014	40752430	HYATT SUMMERFIELD SUITES HOUST	PREPAY LODGING: WILSON WONG & DUNG LU CATHODIC PROTECT TRN	\$1,785.42	\$1,785.42
154003	5/1/2014	20140430	WILSON WONG	TUITION REIMB - ONLINE COURSE	\$1,683.00	\$1,683.00
153936	4/24/2014	23560.0	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$1,444.50	\$1,444.50

**UNION SANITARY DISTRICT
CHECK REGISTER
04/19/2014-05/02/2014**

Check No.	Date	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
153955	5/1/2014	246209	CURTIS & TOMPKINS LTD	20 LAB SAMPLE ANALYSIS	\$330.00	\$1,415.00
	5/1/2014	246269		17 LAB ANALYSIS SAMPLE	\$375.00	
	5/1/2014	246143		42 LAB SAMPLE ANALYSIS	\$710.00	
153898	4/24/2014	30187360	OLDCASTLE ENCLOSURE SYSTEMS	ASTD MANHOLE CONES & STEPS	\$1,362.47	\$1,362.47
153999	5/1/2014	20140429	KIM TRUONG	TUITION REIMB - SPRING QTR 2014	\$1,355.94	\$1,355.94
153994	5/1/2014	5844685	SIGNET TESTING LABS INC	COLLECTIONS PLUG TEST	\$1,253.00	\$1,253.00
153937	4/24/2014	1204520297	WRA ENVIRONMENTAL CONSULTANTS	FORCE MAIN CONSTRUCTION	\$1,223.54	\$1,223.54
153967	5/1/2014	1841066212	GOODYEAR COMM TIRE & SERV CTRS	3 EA TIRES	\$1,182.63	\$1,182.63
153877	4/24/2014	230394	FRANK A OLSEN COMPANY	2 ABZ 8" BUTTERFLY VALVE	\$1,134.71	\$1,134.71
153965	5/1/2014	20140429	ROSLYN FULLER	EXP REIMB: TYLER CONF - LODGING/MEALS/MILEAGE/TAXI/PARK	\$1,123.53	\$1,123.53
153960	5/1/2014	102394	EMBARCADERO TECHNOLOGIES, INC.	ER/STUDIO MAINTENANCE RENEWAL	\$1,114.00	\$1,114.00
153998	5/1/2014	180369514	TRENCH PLATE RENTAL COMPANY	13 DAYS QUIK-SHOR RENTAL	\$1,050.75	\$1,050.75
153978	5/1/2014	18206790	LABOR READY	TEMP LABOR-PERRY R., WK END 04/04/14	\$1,020.36	\$1,020.36
153930	4/24/2014	25150	VALLEY OIL COMPANY	1 DR CHEVRON DELO 15W/40 OIL	\$1,000.46	\$1,000.46
153928	4/24/2014	3155	TRI-VALLEY EXCAVATING CO INC	MAIN PLANT STRIPING	\$1,000.00	\$1,000.00
153896	4/24/2014	24820438	MOTION INDUSTRIES INC	1 EA EXPANSION JOINT	\$906.09	\$998.59
	4/24/2014	24820361		ASTD SHEAVES & BUSHINGS	\$92.50	

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153881	4/24/2014	9388696149	GRAINGER INC	2 EA EMERGENCY LIGHTS	\$459.81	\$968.32
	4/24/2014	9392230802		1 EA LED FLOODLIGHT	\$463.74	
	4/24/2014	9388858996		1 EA DRAWER BIN CABINET	\$44.77	
153863	4/24/2014	4563758	CORT	FINAL FURNITURE RENTAL - DEPUTY GM OFFICE	\$963.22	\$963.22
153925	4/24/2014	552346270	TELEPACIFIC COMMUNICATIONS	WIRELESS INTERNET BACKUP - APRIL	\$960.01	\$960.01
153991	5/1/2014	2402916003	S & S SUPPLIES & SOLUTIONS	ASTD SAFETY SUPPLIES	\$247.73	\$953.59
	5/1/2014	2402916001		ASTD SAFETY SUPPLIES	\$705.86	
153855	4/24/2014	557	AUTOMATED NETWORK CONTROLS	COGENERATION PROJECT	\$947.18	\$947.18
153952	5/1/2014	88202	COPYMAT OF NEWARK/FREMONT	30 BEST MGT PRACTICE - SSO	\$927.96	\$927.96
153867	4/24/2014	20140325.25	DALE HARDWARE INC	03/14 - ASTD PARTS & MATERIALS	\$903.54	\$903.54
153862	4/24/2014	20140328	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$903.51	\$903.51
153882	4/24/2014	621555	GRANITE CONSTRUCTION COMPANY	12.54 TONS 1/2" HMA64-10R15	\$902.13	\$902.13
153889	4/24/2014	18188598	LABOR READY	TEMP LABOR-PERRY R., WK END 03/28/14	\$881.24	\$881.24
153895	4/24/2014	140444	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE AGREEMENT - APR 2014	\$879.40	\$879.40
153909	4/24/2014	10554	R & S ERECTION OF S ALAMEDA	INSTALL 2 SETS OF IR-55 PHOTO BEAMS	\$848.00	\$848.00

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153944	5/1/2014	10196240	BLAISDELL'S	12 SHARPIE MARKERS	\$30.09	\$839.72
	5/1/2014	10192750		ASTD OFFICE SUPPLIES	\$6.33	
	5/1/2014	10189550		ASTD OFFICE SUPPLIES	\$96.05	
	5/1/2014	10196690		1 PK LABELS	\$3.82	
	5/1/2014	10194730		1 PK LABELS	\$20.06	
	5/1/2014	10194440		ASTD OFFICE SUPPLIES	\$73.86	
	5/1/2014	10191950		1 STANDUP WORKSTATION - SIO-KWOK	\$609.51	
153942	5/1/2014	140402166	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 70 FUME HOOD	\$777.65	\$777.65
153915	4/24/2014	20140417.2	ADRIANNE ROLETT	EXP REIMB: FRAMES CERTS OF MERIT	\$406.20	\$765.22
	4/24/2014	20140417.3		REIMB: 25 YEAR SERVICE AWARD	\$250.00	
	4/24/2014	20140417.1		EXP REIMB: BACWA MEETING	\$109.02	
153856	4/24/2014	10184900	BLAISDELL'S	1 TONER	\$315.35	\$713.48
	4/24/2014	10185570		ASTD OFFICE SUPPLIES	\$108.13	
	4/24/2014	10181540		1 BLACK TONER	\$222.27	
	4/24/2014	10184240		26 SHARPIE PERM MARKER	\$26.14	
	4/24/2014	10187370		2 PK PAPER	\$41.59	
	4/24/2014	10184420C		CREDIT 1 RM PAPER	\$-41.60	
	4/24/2014	10184420		1 RM PAPER	\$41.60	
153990	5/1/2014	1093461	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$685.90	\$685.90

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153878	4/24/2014	9428	FREMONT EXPRESS COURIER SVC	COURIER SERVICES: MAR 2014	\$630.00	\$630.00
153951	5/1/2014	31997	CLAREMONT BEHAVIORAL SERVICES	MAY 2014 EAP PREMIUM	\$621.00	\$621.00
153854	4/24/2014	5264944	AT&T	SERV: 03/01/14 - 03/31/14	\$566.31	\$566.31
153941	5/1/2014	9026125514	AIRGAS NCN	NITROGEN CYLINDER	\$486.65	\$562.13
	5/1/2014	902626486		NITROGEN CYLINDER	\$75.48	
153884	4/24/2014	601087295	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$417.11	\$560.21
	4/24/2014	601091517		1 CS PAPER PLATES	\$143.10	
153911	4/24/2014	8200000007321	RED WING SHOE STORE	SAFETY SHOES - HUGHES, NOVAK & PORTEOUS	\$555.00	\$555.00
153873	4/24/2014	1606236	ENTERPRISE GOV 43-1514861	RENTAL: P. CHAPARRO, MILWAUKEE, WI	\$547.16	\$547.16
153970	5/1/2014	9398726571	GRAINGER INC	ASTD TEES, FLANGES, AND ELBOWS	\$379.76	\$527.23
	5/1/2014	9394399316		1 EA CORDLESS IMPACT WRENCH	\$131.84	
	5/1/2014	9395680557		1 EA PR READING GLASSES	\$15.63	
153980	5/1/2014	94651	MCINERNEY & DILLON, P.C.	LEGAL SERVICES: PURCHASING POLICY REVIEW	\$525.00	\$525.00
153997	5/1/2014	6026	THORNTON ENVIRONMENTAL CONST	CALL OUT FOR SYSTEM IN ALARM	\$513.18	\$513.18
153886	4/24/2014	200246330	IRON MOUNTAIN	DATA/MEDIA OFF-SITE STORAGE - MAR 2014	\$225.40	\$512.68
	4/24/2014	8369		OFF-SITE STORAGE AND SERVICES - MAR 2014	\$287.28	
153903	4/24/2014	20140423	PETTY CASH	PETTY CASH REPLENISHMENT	\$510.61	\$510.61
153926	4/24/2014	876679	THE BILCO COMPANY	30 REPL KEY WRECH HANDLE	\$510.25	\$510.25
153869	4/24/2014	7296	DRAIN DOCTOR	REFUND # 17128	\$500.00	\$500.00

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153891	4/24/2014	9823	LOOKINGPOINT INC	MONTHLY PREMIER SUPPORT - APR 2014	\$500.00	\$500.00
153901	4/24/2014	7316	PACIFIC PLUMBING & SEWER SERV	REFUND # 17117	\$500.00	\$500.00
153904	4/24/2014	7279	PLUMBING CONNECTION	REFUND # 17126	\$500.00	\$500.00
153905	4/24/2014	7259	PLUMBING TECH INC	REFUND # 17129	\$500.00	\$500.00
153920	4/24/2014	7326	STAR ROOTER AND PLUMBING	REFUND # 17118	\$500.00	\$500.00
153922	4/24/2014	7301	STREAMLINE PLUMBING & DRAIN	REFUND # 17116	\$500.00	\$500.00
153987	5/1/2014	23082	RAVEN ENVIRONMENTAL PRODUCTS	4 CORETAKER 16 FOOT CORE SAMPLER	\$480.70	\$480.70
153868	4/24/2014	20140417	MANUEL DEL TORO	REG REIMB: CWEA CONFERENCE	\$480.00	\$480.00
153934	4/24/2014	8057198776	VWR INTERNATIONAL LLC	1 BDH BUFFER REF STD PH7 YELLOW 4L	\$48.39	\$457.52
	4/24/2014	8057184169		8 PKS FILTER PAPER & 2 BDH BUFFER REF STD PH7 YELLOW	\$231.25	
	4/24/2014	8057196344		1 CS WEIGHING DISH 57MM DIA	\$90.17	
	4/24/2014	8057208665		3 BUFFER PH 6.86 1GAL	\$87.71	
153892	4/24/2014	1699	MATHESON ENVIRONMENTAL SERVICE	HAZARDOUS MATERIALS RECYCLING	\$441.50	\$441.50
153861	4/24/2014	44424	CITYLEAF INC	PLANT MAINTENANCE - APR 2014	\$429.65	\$429.65
153966	5/1/2014	20140429	MICHAEL GILL	EXP REIMB: SOFTWARE FOR 2 COMPUTERS	\$350.00	\$350.00
153927	4/24/2014	1042110603	THYSSENKRUPP ELEVATOR CORP	MONITORING APR 2014 - APR 2015	\$346.12	\$346.12
153923	4/24/2014	20140422	SWRCB - CERTIFICATIONS	GRADE V CERT RENEW-A LOPEZ	\$340.00	\$340.00
153972	5/1/2014	3H2592	HARRINGTON INDUSTRIAL PLASTICS	2 EA VALVE BALL TUBV S/T PVC	\$158.71	\$331.55
	5/1/2014	3H2647		2 EA COVER PVC FPM	\$172.84	

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153938	4/24/2014	73366960	XEROX CORPORATION	MTHLY MAINTENANCE BASED ON USE	\$200.42	\$322.09
	4/24/2014	73366962		MTHLY MAINTENANCE BASED ON USE	\$13.79	
	4/24/2014	73366964		MTHLY MAINTENANCE BASED ON USE	\$94.68	
	4/24/2014	73366961		MTHLY MAINTENANCE BASED ON USE	\$13.20	
153879	4/24/2014	223524	CITY OF FREMONT	UPPER HETCH HECTCHY SS REHABILITATION	\$321.54	\$321.54
153954	5/1/2014	20140430	RICHARD B CURRIE	EXP REIMB: CASA PUBLIC POLICY FORUM & OTHER MISC EXPS	\$274.98	\$274.98
153907	4/24/2014	546870	PUBLIC SURPLUS AUCTION	SURPLUS SALE FEE: ASCO SWITCH & SIEMENS	\$273.07	\$273.07
153959	5/1/2014	1066	ELITE ANALYTICAL LABORATORIES	2 LAB ANALYSIS SAMPLES	\$270.00	\$270.00
153860	4/24/2014	44069533	CINTAS FIRE PROTECTION	UL CERTIFICATION 2014-2015	\$250.00	\$250.00
153968	5/1/2014	73611	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND	\$229.71	\$229.71
153979	5/1/2014	179249	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	\$228.00	\$228.00
153859	4/24/2014	385505	CHEMETRICS INC	8 SAMPLING REFILL PKS	\$212.46	\$212.46
153852	4/24/2014	5094560	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$120.40	\$209.67
	4/24/2014	5094984		INBOUND FREIGHT CHARGES	\$89.27	
153913	4/24/2014	9252051	RGM & ASSOCIATES	BOYCE ROAD LIFT STATION	\$191.25	\$191.25
153912	4/24/2014	1690000008379	RED WING SHOE STORE	SAFETY SHOES - GRABOWSKI	\$185.00	\$185.00
153988	5/1/2014	1690000008410	RED WING SHOE STORE	SAFETY SHOES - HARRIS	\$180.77	\$180.77
153876	4/24/2014	101984	FOLGER GRAPHICS	2 PADS OF 3 PART NCR FORMS	\$176.70	\$176.70
153992	5/1/2014	85340220140421	SAN FRANCISCO WATER DEPT	SERVICE 03/19/14 TO 04/17/14	\$166.87	\$166.87

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154002	5/1/2014	20140430	JANINNE WARD	EXP REIMB: SOCIAL COMMITTEE BASEBALL	\$160.00	\$160.00
153962	5/1/2014	81406481	FAIRFIELD INN & SUITES	PREPAY LODGING: MICHAEL MOSLEY - THERMOGRAPHY WKSHIP	\$151.58	\$151.58
153961	5/1/2014	7041	EXPRESS PLUMBING	REFUND # 17133	\$150.00	\$150.00
153880	4/24/2014	73543	GORILLA METALS	ASTD METAL, STEEL, STAINLESS, AND ALUMINUM	\$125.04	\$125.04
153993	5/1/2014	821064541	SHARP BUSINESS SYSTEMS	MTHLY MAINTENANCE BASED ON USE	\$115.71	\$115.71
153917	4/24/2014	25599	SAFETYLINE INC	ORANGE ANSI TOWING JACKET - NOVAK	\$114.58	\$114.58
153940	5/1/2014	60747	AIR & TOOL ENGINEERING COMPANY	REPAIR APT CHIPPING GUN	\$101.13	\$101.13
153932	4/24/2014	9722681168	VERIZON WIRELESS	WIRELESS SERV 03/02/14-04/01/14	\$98.40	\$98.40
153883	4/24/2014	3H2414	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC FITTINGS	\$81.91	\$81.91
153984	5/1/2014	20140428	RIC PIPKIN	EXP REIMB: WEF HOW TO COACH	\$71.00	\$71.00
153957	5/1/2014	615320140418	DISH NETWORK	MAY 2014 - SERVICE FEE	\$60.86	\$60.86
153964	5/1/2014	116520596	FREMONT URGENT CARE CENTER	AUDIOMETRY - 2 EMPLOYEES	\$56.00	\$56.00
153963	5/1/2014	2168981	FREMONT FLOWERS	FLOWERS: R. BASTIAN	\$55.52	\$55.52
153989	5/1/2014	64404	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MAY 2014	\$48.95	\$48.95
153971	5/1/2014	8740367	HACH COMPANY	1 EA IODINE STANDARD 0.0282 N 1000ML	\$46.73	\$46.73
153973	5/1/2014	5453537	HOSE & FITTINGS ETC	ASTD PARTS & MATERIALS	\$27.19	\$41.70
	5/1/2014	5453538		8 FT 1/4BLUE PUSHLOK HOSE	\$14.51	
153950	5/1/2014	384230	CHEMETRICS INC	1 TEST KIT	\$37.98	\$37.98
153893	4/24/2014	77715428	MATHESON TRI-GAS INC	CYLINDER RENTAL - MAR 2014	\$33.84	\$33.84

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153851	4/24/2014	4047286120140407	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/07/14 - PASEO PADRE	\$31.75	\$31.75
153946	5/1/2014	134156	STATE OF CALIFORNIA	APPLICATORS LICENSE RENEWAL - NOVAK	\$30.00	\$30.00
153866	4/24/2014	20140422	CWEA-NRTC	SEMINAR REG: LOPEZ, A	\$25.00	\$25.00
153943	5/1/2014	20140425	BRIAN ANDERSON	EXP REIMB: SAFETY SHOE ALLOW DIFFERENCE	\$23.00	\$23.00
153985	5/1/2014	20140319	TODD PORTEOUS	EXP REIMB: SAFETY SHOE ALLOW DIFFERENCE	\$23.00	\$23.00
153890	4/24/2014	20140422	ANJALI LATHI	EXP REIMB: MEAL FOR BUDGET WKSHP - LATHI & FERNANDEZ	\$21.59	\$21.59
153969	5/1/2014	20140401	MAT GRABOWSKI	EXP REIMB: SAFETY SHOE ALLOW DIFFERENCE	\$16.80	\$16.80

Invoices:

Credit Memos :	1	-41.60
\$0 - \$1,000 :	148	47,082.50
\$1,000 - \$10,000 :	55	158,187.26
\$10,000 - \$100,000 :	13	481,883.01
Over \$100,000 :	3	1,298,456.46
Total:	220	1,984,567.63

Checks:

\$0 - \$1,000 :	88	36,330.64
\$1,000 - \$10,000 :	51	150,777.57
\$10,000 - \$100,000 :	14	499,002.96
Over \$100,000 :	3	1,298,456.46
Total:	156	1,984,567.63

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Richard Currie
*General
Manager/District
Engineer*

David M. O'Hara
Attorney

DATE: May 1, 2014

MEMO TO: Board of Directors - Union Sanitary District

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

SUBJECT: Agenda Item No. 17b - Meeting of May 12, 2014
Information Item: **Report on CASA Public Policy Forum**

Background

On April 28 and 29, CASA held its inaugural Public Policy Forum in Sacramento. The intent of the program was to understand key CASA issues currently before the legislature and take the opportunity as a group to meet with legislators and staff to advocate for our positions and update them on highlights from our agencies. Approximately 70-80 Directors, Managers and CASA staff attended. (Prior to the conference, CASA staff had offered to make appointments for individuals or groups to meet with their representatives in the Assembly and Senate.)

Conference Highlights:

- **Opening Address.** Assembly Member Roger Dickenson from Sacramento talked about the three priorities in the legislature relating to the budget. With new revenues now available, the legislature's priorities are: restoring cuts to education; creating a "rainy day fund" for future recessions; and deciding whether to restore programs cut during the prior recession or pay down the State's debt. He also addressed the impacts of the drought and California's water future, including the importance of new sources such as recycled water and desalination.
- **Effective Advocacy.** Peter Detwiler, former longtime chief consultant to the Senate Local Government Committee, advised the group on how to

make our meetings with legislators most effective and general strategies for building a relationship with your local representatives. He emphasized the importance of meeting in a more local setting such as community events, tours, swearing-in ceremonies, and at the representative's local offices.

- **California Drought, Water Recycling, and Regulatory Issues.** A panel consisting of knowledgeable staff from the Governor's and Assembly offices, the Director of WaterReuse, and a leading consultant presented information and answered questions from the audience. Some interesting elements included:
 - Shasta and Oroville Reservoirs are only ½ full.
 - The State Water Project and Central Valley Project are delivering 5% or less of the average commitment to agriculture and 50% to municipalities.
 - The Snow Pack in the Sierras is at 32% of normal.
 - There are potentially 45 recycled water projects that could be on-line in 3 years and deliver 200,000 acre-ft of water. The cost of such projects is estimated to be \$1.1 Billion.
 - The State has made \$800 million available in SRF loans at 1.0 percent for 30 years for drought relief projects.
 - Various bills addressing the Water Bond for the November ballot include up to \$500 million for recycled water projects, including AB1331 (Rendon)
 - The Governor and Legislature are working on ways to streamline approval of recycled water and other drought-related projects.
 - Saline waste from desalination type projects and groundwater levels and quality are important issues as well.
- **Resolution to CASA.** Senator Fran Pavley, chair of the Senate Natural Resources and Water Committee, presented a Resolution to CASA acknowledging their contributions to our industry and congratulating CASA on conducting its first Public Policy Forum.
- **2014 Key Legislation and Major Issues.** Mike Dillon addressed the group and talked about the various versions of the Water Bond legislation, SB1014 on Pharmaceutical Take-back, and Renewable Energy. CASA prepared a handout packet to pass along to legislators and their staff. (Attached)

- **Visits to the Capitol.** Groups were assigned by CASA to visit local legislators. Rich Currie participated in a group that included: Roland Williams (Castro Valley), Jason Warner, Ron Dias, Tim Becker (Oro Loma) and Bill Kerr (Cupertino SD). The group visited the offices of Assemblyman Bill Quirk (Union City and Hayward); Senator Ellen Corbett (USD Service Area); and Senators Paul Fong and James Beall (San Jose). Topics discussed included:
 - Energy Recovery from Digester Gas and FOG collection and Digestion.
 - Coastal Protection: Hayward Marsh and Oro Loma Ecotone Slope projects.
 - Water Recycling efforts and recommendations on Water Bonds
 - Understanding nutrient issues in San Francisco Bay
 - Bay Area Biosolids to Energy Coalition projects and financial support.

Assemblyman Quirk and Senator Corbett met in person with the group, while the others were represented in meetings by their staff.

- **State Legislative Committee.** The Committee reviewed recent amendments to bills and discussed any revisions to CASA's position. More details will be provided to the USD Legislative Committee.
- **Perspectives on Environmental Quality Issues.** Senator Jerry Hill, Chair of the Senate Environmental Quality Committee, discussed his perspective on Pharmaceutical Take-Back programs, water bond bills, and fracking. Of particular note was his concern that the water bond not try to include too many elements causing it to become too expensive.
- **The Drought and Beyond.** State Water Board Member Dee Dee D'Adamo talked about priorities of the State Board including:
 - Implementing the Governor's Executive Orders on Drought Relief, including streamlining permitting of projects providing relief.
 - Balancing a healthy eco-system while addressing the water supply needs of California
 - Promoting local and regional self-reliance of water supply.
 - Utilizing recycled water, stormwater diversion and desalination as alternative sources of water supply.

- Better groundwater management and clean-up of contaminated groundwater.
 - Providing safe drinking water supplies to disadvantaged communities.
 - Agriculture sustainability.
- **Debrief of Capitol Visits.** Each of the ten groups who made visits to their legislators reported out on the discussions that took place and gave feedback to CASA staff on the process. Overall the group was very successful at delivering key messages and providing information on accomplishments of their organizations. The group found the forum to be beneficial and would like to make this an annual event.

Biosolids: A Dynamic Renewable Resource



Biosolids, once considered merely a waste or by-product of the wastewater treatment process, have many proven beneficial and sustainable uses. Land-applied biosolids increase crop yield and soil quality while sequestering carbon and displacing the need for inorganic commercial fertilizers.

WHAT ARE BIOSOLIDS?

Biosolids are the nutrient rich natural by-product of wastewater treatment. They are highly processed and consistently analyzed to ensure their safety. Californians generated approximately 723,000 dry metric tons of biosolids in 2013, the majority of which was ultimately land applied and sustainably recycled as a soil amendment. Alternative uses for biosolids include application as alternative daily cover at landfills and as an element of reclaiming fire ravaged land, superfund mine sites, and deforested areas. Increasingly, biosolids are also being explored and utilized as an alternative energy source.

LAND APPLICATION OF BIOSOLIDS IS A SAFE, EFFECTIVE AND SUSTAINABLE PRACTICE

Biosolids are the most regulated material applied to land. Decades of research have documented the many benefits of recycling biosolids to the land. Rigorous treatment and management practices ensure that land-applied biosolids meet strict federal and state standards for regulated pollutants. The United States Environmental Protection Agency, the State Water Resources Control Board, the California Department of Resource Recycling and Recovery, and local ordinances and permitting requirements all govern and oversee the land application of biosolids. Moreover, biosolids recycling is performed at an agronomic rate and actually improves soil quality and crop health. Land application also improves the soil's ability to absorb and store moisture, reducing the need to irrigate and providing natural drought resistance. Finally, land application of biosolids also has benefits in the climate change arena, as biosolids sequester carbon in the soil and reduce green house gas (GHG) emissions and energy consumption as compared to the production of fossil fuel based inorganic fertilizer.

BENEFICIAL USE OF BIOSOLIDS IS GOOD PUBLIC POLICY

Federal, state and local regulations affecting biosolids recycling should reflect the findings of scientific research on the safe and effective nature of land application, and public policy should recognize the economic and environmental value of biosolids. It is critical that the Legislature continue to support biosolids recycling through land application, composting and other energy and waste recovery mechanisms. For this reason, **CASA opposes AB 371 (Salas)**, which would require additional and unnecessary testing of biosolids being land-applied in the unincorporated areas of Kern County. The bill arbitrarily discriminates against out-of-county agencies without any scientific justification, and would set a negative statewide precedent with no direct benefit to human health or the environment. At least 37 counties export all or a portion of their biosolids outside of their borders, and in 2013 more than half of all biosolids managed in California were land-applied or publicly distributed. If the same unnecessary requirements were to be extended to other areas of the state, costs for biosolids management statewide would significantly increase.



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Drought Response and Recycled Water

MAXIMIZING NEW WATER BY PROMOTING RECYCLED WATER PROJECTS



California is in the midst of a historic drought, and now more than ever the state needs innovative and reliable solutions to develop new water supplies. Wastewater entities across the state have been safely and efficiently developing and producing highly treated recycled water for years. Expanding these opportunities now is a must when every drop of potable water counts.

THE VALUE OF RECYCLED WATER IN TIMES OF DROUGHT

Recycled water is a sustainable, cost-effective and environmentally beneficial source of water that should be utilized to the fullest extent possible. Approximately 700,000 acre feet of highly treated recycled water produced by California wastewater agencies annually is put to a variety of beneficial uses including landscape irrigation, groundwater recharge, and industrial cooling processes. The State Water Resources Control Board has called for increasing the use of recycled water in California by 200,000 acre-feet per year (AFY) by 2020 and by an additional 300,000 AFY by 2030. As California grapples with the worst drought in modern history, the Legislature should encourage additional avenues for use of recycled water to displace the use of scarce potable water supplies.

CASA SUPPORTS EXPANDED UTILIZATION OF RECYCLED WATER

Recycled water provides a broad range of direct, indirect and long-term benefits related to water conservation, carbon footprint reduction and salinity management. Legislation to increase investment in recycled water projects, or expand the ability of public and private entities to utilize recycled water, are high priorities for CASA members. **CASA supports AB 2071 (Levine)**, which would require the California Department of Public Health (DPH) to approve the use of tertiary treated recycled water for the purpose of providing water to pasture animals, by January 1, 2016. **CASA also supports AB 2417 (Nazarian)**, which would provide a California Environmental Quality Act (CEQA) exemption for specified recycled water pipelines, streamlining construction of recycled water infrastructure.

PUBLIC INVESTMENT IN RECYCLED WATER INFRASTRUCTURE IS CRUCIAL

A recent survey in which CASA participated identified nearly 200,000 additional acre feet of recycled water that can be produced in California with a \$1.3 billion investment. Approximately 45 percent of these projects are "unlikely or definitely not" going to move forward without state or federal financial assistance. Additional grant funding and favorable financing terms are essential to moving these projects forward. The enactment of the drought-relief package, SB 103 and SB 104, earlier this year was a promising start, as \$200 million dollars will now be made available through the Department of Water Resources (DWR) integrated regional water management grant program for expedited projects that can provide immediate regional drought preparedness, including recycled water projects. Given the constraints on prompt expenditure of these revenues, and the unmet needs, far more investment is called for. Recycled water is a key component of California's sustainable water supply strategy and should be a funding priority in the years to come. For these reasons, **CASA supports the inclusion of at least \$500 million in additional dedicated funding for water recycling in a water bond measure.**



No Drugs Down the Drain

CALIFORNIA NEEDS A STATE PHARMACEUTICAL COLLECTION PROGRAM



Californians need a statewide system of safe and convenient methods for disposal of unused prescription and over the counter drugs. The current lack of safe and convenient disposal mechanisms in many jurisdictions ensures that consumers often choose less than desirable options, including flushing medications down the toilet. Wastewater treatment facilities are not designed to completely remove all pharmaceuticals from wastewater.

EXPIRED, EXCESS AND UNUSED PHARMACEUTICALS: A GROWING PROBLEM

In 2012, prescription drug sales in the US topped \$225 billion, with projected 2017 sales at \$550 billion. However, not every drug sold is ultimately taken by the consumer, and many members of the public do not understand what disposal options are available to them. This often leads to residents hoarding medications in medicine cabinets, where they can end up in the wrong hands, or flushing them down the toilet, where they can have impacts to water quality. Even placing medicines in the trash can, a solution often suggested by the pharmaceutical industry, can have adverse impacts because pharmaceuticals can wind up in the liquid stream (leachate) which percolates through a landfill and is often ultimately sent to municipal wastewater treatment plants.

PHARMACEUTICALS AND WASTEWATER TREATMENT

As the presence of unused medication has skyrocketed, interest in and concern about the environmental impact of pharmaceuticals in the waste stream has grown among water quality regulators in California. As a result, some California wastewater discharge permits require monitoring of pharmaceuticals, even though wastewater treatment facilities are not designed to remove all pharmaceuticals and their remnants through the treatment process. Many pharmaceuticals and/or their metabolites can pass through wastewater treatment plants, and trace amounts may be discharged into creeks, rivers, bays and the Pacific Ocean. Conventional wastewater treatment plants are designed to treat human waste, and it is impractical, unnecessary and prohibitively expensive for these facilities to completely remove all pharmaceuticals out of wastewater. A statewide system to address disposal of unwanted and expired medications represents "low-hanging fruit" in the effort to reduce pharmaceuticals in the waste stream, and is the most cost-effective way to reduce potential impacts to the environment.

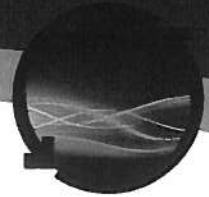
CASA SUPPORTS A STATEWIDE DRUG TAKE-BACK PROGRAM

California is in need of a comprehensive, safe, and convenient system of disposal for unwanted and expired medications. CASA supported Senate Bill (SB) 1014 by Senator Hannah-Beth Jackson, as introduced, which would have required producers of pharmaceuticals to create, finance and manage a collection system for California consumers to dispose of expired and unwanted pharmaceuticals. We urge the Legislature to move forward with a pharmaceutical take-back structure like that in SB 1014. California needs a uniform, comprehensive solution to this problem. While some CASA member agencies have taken the initiative to develop their own local take-back programs, resources for such programs are limited, and sometimes lack the convenience factor that is critical to success. A unified and uniform system for safe and convenient drug disposal will be far more effective, both in terms of public participation, cost and amount recovered, than the current patchwork system that has been created by local public agencies in California.



Renewable Energy

RENEWABLE ENERGY AND CLIMATE CHANGE ADAPTATION IN THE WASTEWATER SECTOR



California is one of the most progressive states in the nation in developing renewable energy, promoting low carbon fuels, and addressing greenhouse gas emissions. As the state finds ways to maximize its renewable energy potential, wastewater treatment facilities are an excellent and frequently overlooked source of renewable energy resources.

WASTEWATER AGENCIES CAN CONTRIBUTE TO RENEWABLE RESOURCE PRODUCTION

Wastewater facilities are a significant and growing source of clean renewable energy in California. More than 90 percent of the wastewater treated in California produces solids which are anaerobically digested, and thus generate significant volumes of biogas. This biogas can be converted to renewable electricity or thermal energy, pumped directly into natural gas pipelines, or converted to one of the lowest carbon intensity transportation fuels in existence. Wastewater treatment plants routinely meet between 40 and 70 percent of their on-site energy needs from the use of their own biomethane, with some plants providing more than 100 percent of their needs and selling excess to the grid. Increasingly, wastewater treatment plants are hauling in organic waste streams such as food waste to increase their biogas production, thereby increasing potential energy output and diverting organic waste streams that might otherwise be landfilled. Even the residual product of the wastewater treatment process, referred to as biosolids, has significant environmental benefits. The land application of biosolids avoids the need for fossil fuel intense inorganic nitrogen fertilizer and increases soil water holding capacity, which reduces the need for energy intense irrigation water.

WASTEWATER AGENCIES CAN HELP THE STATE MEET ITS RENEWABLE GOALS

Wastewater treatment plants are and will continue to be significant partners in providing solutions to fulfill state mandates to produce 33 percent of the State's energy needs from renewable sources, reduce the carbon intensity of transportation fuel used in the state by 10 percent, and to recycle 75 percent of the solid waste generated in the state, all by the year 2020. CASA member agencies are also actively engaged in initiatives to reduce carbon dioxide equivalent emissions to 1990 levels, mitigate climate change impacts, and address sea level rise. Renewable energy produced by wastewater facilities is even a form of reliable "distributed generation" that can reduce greenhouse gas emissions and relieve the need for new transmission lines across the state. Conservative estimates indicate that wastewater treatment biogas can generate more than 100 megawatts (MW) of renewable electricity, with a potential increase to 450 MW when considering additional biogas produced by the addition of fats, oils grease and food waste. This same biogas could also be used to produce 53 million gallons of extremely low carbon intensity fuel.

FUNDING ASSISTANCE IS KEY TO DEVELOPING THESE RENEWABLE RESOURCES

Increasing the volume of clean renewable energy produced at wastewater facilities depends upon adequate and reliable funding sources. Because wastewater facilities are primarily tasked with protecting public health and safety through effective wastewater treatment, paid for largely by the local public they serve, development of additional electrical generation (or renewable fuels) must make economic sense for the local public entity if projects are to move forward. Grant funding and other financial incentives from sources such as cap and trade proceeds and California Public Utilities Commission, California Energy Commission, and CalRecycle programs, are essential to maximizing energy production and utilization at wastewater treatment facilities. Consistent with this focus, **CASA supports AB 2390 (Muratsuchi)**, a bill that would establish a Green Credit Reserve to facilitate and encourage the development of renewable and low carbon transportation fuel projects in California. A Green Credit Reserve would provide stability and predictability for the value of credits generated by the production of low carbon fuels, including those generated at wastewater facilities, and make those projects increasingly economically viable, benefitting both ratepayers and the environment.





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Sustainable Solutions for a Thirsty Planet™

Western Recycled Water Coalition

October 2013 Recycled Water Projects National Survey, and February 2014 California Follow-up Survey: Summary of Findings for California Projects

General National Survey Responses for California:

- 65 organizations/agencies responded that they are developing recycled water projects (Figure 1).
- 553,875 Acre-feet/Year (AFY) over the next 10 years.

California Project Funding (See Table 1 for more info.):

- Agencies on average seek ~50% of the total project cost
 - Prop. 84 IRWM offers 75% project grants
- 29 (or 45%) of California projects are “unlikely or definitely not” going to move forward without financial assistance. This represents ~226 TAF of yield.
- \$427 Million = Total Federal and State funding commitments received to date
 - Funding Sources: \$368M SRF Loan; \$34M Title XVI; \$3.6M Other WaterSmart Grant; \$2.7M Other Federal Grant; \$18M Other State Grant.

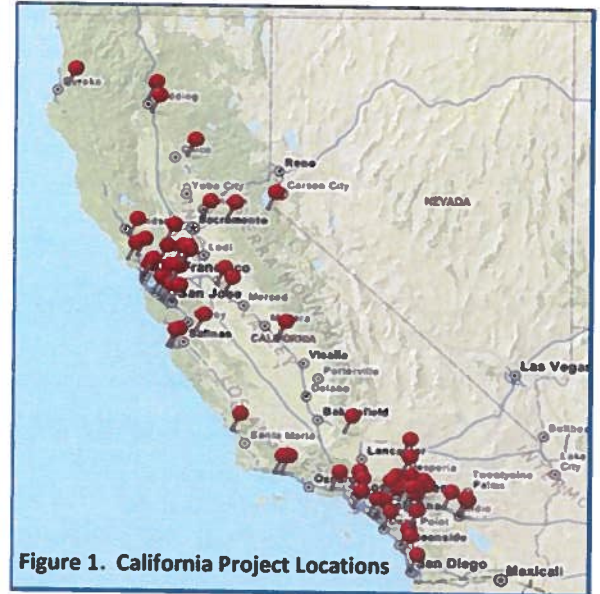


Figure 1. California Project Locations

California Follow-up Survey:

- 45 Agencies have recycled water projects that could move to construction in 1-3 years with attractive loan financing terms (i.e., 0 – 1% interest for 30 years).
 - Cumulative reported project yield = 196,753 AFY
 - Cumulative project financing = \$1.13 billion

Table 1. California agencies responding to the survey(s), their reported project costs, amount spent and AFY.

	California Agency with Project(s)	CA Survey – 3 years		National Survey – 10 Years		
		Total Cost (\$)	AFY	Total Cost (\$)	Spent (\$)	AFY
1	Bear Valley Community Services District			\$ 3,500,000	\$ 80,000	250
2	Beaumont Cherry Valley Water District	\$5,000,000	2,000	\$ 20,000,000		5,000
3	Burbank Water and Power	\$1,000,000	100	\$ 15,000,000	\$ 12,000,000	2,000
4	Central Contra Costa Sanitary District	\$100,000,000	22,400	\$ 104,000,000	\$ 4,000,000	22,255
5	City of Brentwood	\$13,100,000	1,406	\$ 13,100,000	\$ 25,000	1,400
6	City of Corona Department of Water and Power	\$2,000,000	1,000	\$ 50,000,000	\$ 500,000	7,850
7	City of Daly City				\$ 150,000	500
8	City of Fresno	\$77,000,000	5,500	\$ 35,000,000	\$ 5,000,000	30,000
9	City of Hayward	\$12,000,000	285	\$ 10,000,000	\$ 200,000	300
10	City of L.A. - Bureau of Sanitation & Dept. of Water & Power			\$1,000,000,000	\$ 52,000,000	51,000
11	City of Modesto	\$100,000,000	31,000	\$ 180,000,000	\$ 47,400,000	21,400
12	City of Mountain View	\$10,000,000	640	\$ 28,000,000	\$ 200,000	800
13	City of Palo alto	\$32,000,000	900	\$ 32,000,000		900
14	City of Pismo Beach			\$ 8,000,000	\$ 75,000	1,500
15	City of Pleasanton	\$20,538,930	1,720	\$ 20,944,430	\$ 284,311	1,864
16	City of Redwood City	\$5,000,000	594	\$ 17,000,000	\$ 90,000	590
17	City of Riverside	\$30,000,000	10,000	\$ 544,000,000	\$ 750,000	20,000
18	City of Roseville			\$ 12,700,000	\$ 630,000	12,600
19	City of San Bernardino	\$26,699,388	6,160	\$ 227,000,000	\$ 2,448,000	12,000

Recycled Water Projects National Survey and California Follow-up Survey: Summary of Findings for California Projects

20	City of San Diego	\$500,000	60	\$ 623,000,000		23,520
21	City of Santa Barbara			\$ 13,000,000	\$ 500,000	1,300
22	City of Santa Rosa			\$ 35,000,000	\$ 10,000,000	750
23	City of Shasta Lake			\$ 750,000	\$ 15,000	80
24	City of Sunnyvale	\$5,000,000	1,200		\$ 260,000	2,200
25	City of Turlock			\$ 123,000,000	\$ 500,000	59,000
	City of Ukiah	\$12,000,000	619			
26	City of Vacaville	\$10,000,000	5,000	\$ 13,500,000		6,000
27	Clear Creek Community Services District			\$ 319,700	\$ 9,882	126
28	Coachella Valley Water District			\$ 73,000,000		44,000
29	Cucamonga Valley Water District			\$ 7,000,000		750
30	Delta Diablo	\$30,000,000	2,200	\$ 50,500,000	\$ 500,000	5,507
31	Desert Water Agency				\$ 26,009,663	
32	Dublin San Ramon Services District	\$27,000,000	6,675	\$ 27,300,000	\$ 4,000,000	6,315
33	Eastern Municipal Water District	\$50,000,000	5,000	\$ 222,600,000	\$ 2,000,000	22,150
34	El Dorado Irrigation District	\$50,000,000	4,400	\$ 60,000,000	\$ 1,000,000	1,600
35	Goleta Water District			\$ 1,200,000	\$ 50,000	0
36	Helendale Community Services District	\$8,000,000	600	\$ 5,523,500	\$ 75,000	705
37	Inland Empire Utilities Agency	\$130,000,000	23,000	\$ 200,000,000	\$ 16,000,000	30,000
38	Ironhouse Sanitary District			\$ 21,000,000	\$ 250,000	1,184
39	Irvine Ranch Water District			\$ 186,600,000	\$ 1,500,000	9,000
40	Las Virgenes MWD	\$13,800,000	444	\$ 160,000,000	\$ 600,000	15,500
41	Leucadia Wastewater District	\$1,000,000	300	\$ 2,000,000	\$ 50,000	300
42	Marin Municipal Water District	\$7,000,000	300	\$ 7,000,000	\$ 100,000	200
43	Monterey Peninsula Water Management District	\$67,000,000	3,500	\$ 90,000,000	\$ 3,000,000	3,500
44	Monterey Regional Water Pollution Control Agency	\$80,000,000	3,500	\$ 80,000,000	\$ 5,000,000	3,500
45	North Marin Water District	\$5,250,000	250	\$ 21,610,154	\$ 14,585,154	500
46	Novato Sanitary District	\$7,000,000	250		\$ 150,000	5,542
47	Olivenhain Municipal Water District	\$8,000,000	300	\$ 12,000,000	\$ 500,000	500
48	Orange County Water District	\$15,600,000	15,400	\$ 142,000,000	142,000,000	30,000
49	Paradise Irrigation District			\$ 8,000,000	\$ 400,000	600
50	Pebble Beach Community Services District			\$ 1,000,000	-	
51	Rancho California Water District	\$750,000	200	\$ 100,000,000	\$ 300,000	5,000
52	San Francisco Public Utilities Commission			\$ 465,000,000	\$ 15,000,000	10,640
53	San Jose Water Company	\$21,875,000	3,837	\$ 90,000,000	\$ 310,000	3,837
54	Santa Clara Valley Water District	\$22,000,000	3,674	\$ 221,000,000	\$ 90,000,000	25,000
55	South Orange County Wastewater Authority	\$500,000	5	\$ 1,000,000		5,000
56	Sonoma County Water Agency	\$2,500,000	100	\$ 13,000,000	\$ 8,500,000	1,900
57	South Tahoe Public Utility District	\$7,000,000	244	\$ 10,000,000	\$ 1,000,000	500
58	Sunnyslope County Water District			\$ 4,500,000	\$ 200,000	360
59	Town of Yountville			\$ 3,500,000	\$ 815,000	160
60	Tuolumne Utilities District	\$1,000,000	200	\$ 23,000,000	\$ 2,000,000	850
61	Valley Sanitary District	\$35,000,000	7,000	\$ 70,000,000	\$ 250,000	5,000
62	Victor Valley Wastewater Reclamation Authority	\$56,000,000	21,000	\$ 45,000,000	\$ 5,800,000	2,190
63	West Basin Municipal Water District	\$20,000,000	2,240		\$ 1,000,000	23,000
64	Western Municipal Water District of Riverside Co.	\$500,000	50			900
65	Yucaipa Valley Water District	\$6,000,000	1,500	\$ 25,000,000	\$ 500,000	3,000
	Totals	\$1,134,613,318	196,753	\$5,578,147,784	\$511,012,010	553,875



California Association of Sanitation Agencies

BIOSOLIDS ARE A RESOURCE, NOT A WASTE!

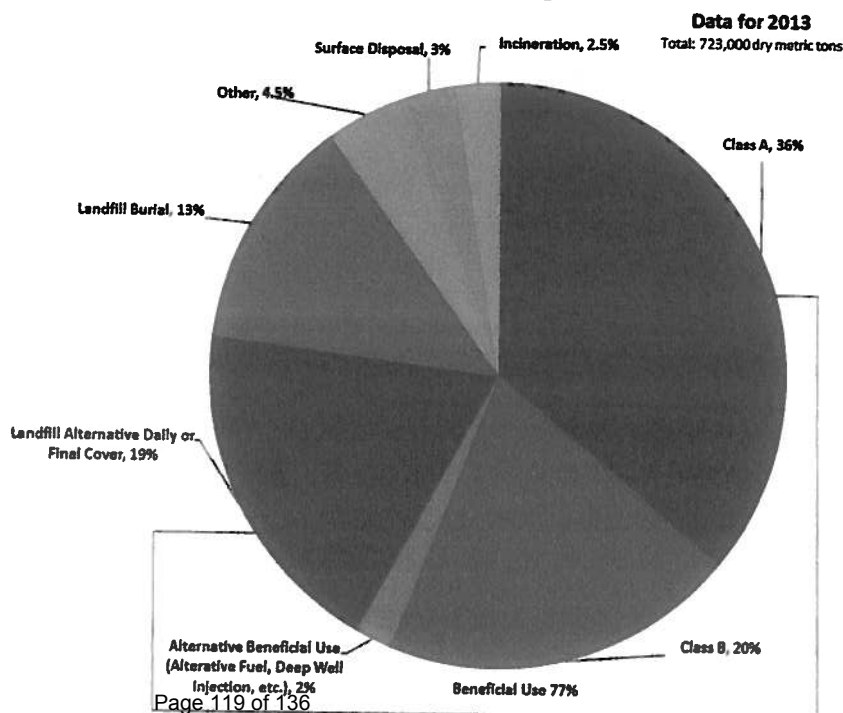
Ensuring Clean Water for California



What Are Biosolids?

- Biosolids are the nutrient rich natural by-product of wastewater treatment. They are highly processed and analyzed to ensure their safety. Biosolids are generally used in one of four forms: as a nutrient-rich, moist solid, dried pellet, liquid, or compost. Biosolids are generally recycled as a soil amendment, but may also be used as final or alternative daily cover at landfills. Increasingly, they may also be used as an alternative energy source
- Class A biosolids contain less than detectable levels of pathogens (disease causing organisms) prior to land application or public distribution. Regulatory safeguards ensure that Class B biosolids are also safe to use even though they may have minimal levels of pathogens. Drying, sunlight, and other natural processes cause pathogens to rapidly die-off when applied to soils; essentially becoming equivalent to Class A standards within a short period following application. Rigorous treatment, management practices, and regulatory oversight for both Class A and Class B biosolids minimize the possibility of attracting any carriers of pathogens.
- Land applied biosolids must meet federal and state standards for 9 regulated pollutants (from arsenic to zinc). Virtually all California biosolids fall far below the risk based "High Quality" limits for all pollutants. This is in large part due to the successful implementation of strict pretreatment requirements enacted in the 1980's which regulate what industries can discharge to wastewater treatment plants.
- Californians generated approximately 723,000 dry metric tons of biosolids in 2013; the majority of which went to land application.

How Are Biosolids Produced in California Managed?



Environmental Benefits

- Biosolids recycling improves soil quality and crop health, and increases crop yields.
- Biosolids improves the soil's ability to absorb and store moisture, reducing the need to irrigate and providing natural drought resistance.
- Biosolids sequesters carbon in the soil and reduces greenhouse gas (GHG) emissions and energy consumption as compared to the production of fossil fuel based inorganic fertilizer.
- Biosolids use lowers fertilizer use and expense, as nutrient rich biosolids can supplement or replace commercial fertilizers.
- Biosolids can help reclaim fire ravaged land, superfund mine sites, and deforested areas.
- Biosolids can be treated for use as a supplemental or direct fuel source to create energy.
- Biosolids can be used as alternative daily or final cover at landfills, reducing the use of clean soil and other valuable materials.

How Are Biosolids Handled?

- Comprehensive state and federal regulations govern biosolids recycling and ensure public safety.
- Trained personnel conduct quality testing at wastewater treatment plants to ensure all biosolids meet or exceed regulatory standards before recycling.
- Enclosed trucks transport biosolids.
- Biosolids are the most regulated material applied to land. Class B sites include buffer zones, limited public access, and harvesting restrictions. Class A biosolids are further regulated comparably to commercial fertilizer.



California Association of Sanitation Agencies

BIOSOLIDS ARE A RESOURCE, NOT A WASTE!

Ensuring Clean Water for California



Waste to Energy Benefits

- Anaerobic digestion, used in treating almost all biosolids, produces methane which is then used as a fuel source to power treatment plant operations. Excess power can be sold to the grid. Methane can also be converted to low carbon transportation fuel or injected into common carrier pipelines
- Biosolids can be used as an alternative fuel in place of coal in industrial processes such as the cement industry.
- Biosolids can produce energy directly via innovative technologies
- The energy thus produced from solids reduces the need for fossil fuels and reduces greenhouse gas emissions.

What Major Laws Regulate Biosolids?

- US EPA's risk and technology based regulation is found in 40 CFR part 503
- California State Water Resource Control Board's General Waste Discharge Requirements (WDR) known as the "General Order"
- California Department of Resources Recycling and Recovery (CalRecycle) composting facility permits
- Local ordinances and permits, including Regional Water Board WDR's

Who Oversees Biosolids Generation and Management?

- Local public agencies that produce biosolids
- Regional Water Quality Control Boards
- State Water Resources Control Board
- California Department of Resources Recycling and Recovery
- Air Pollution Control Districts/Air Quality Management
- Districts
- US EPA Region 9
- Local enforcement agencies

Public Policy Issues

- Public policies need to support biosolids recycling through land application, composting and other energy and waste recovery means.
- Federal, state and local regulations affecting biosolids recycling reflect the findings of scientific research and should assure the public of the safety of biosolids and their value for society and the environment.
- Since federal (40 CFR 503) and state (General Order) regulations are based on sound science through exhaustive research, local regulations should be consistent with them.
- Some members of the public have voiced concern over the land application of biosolids in some parts of California. Best management practices should always be employed to assure the public that due diligence is given to their concerns.
- The fact that biosolids land application and beneficial use is one of the most successful recycling programs in the nation should be communicated frequently. Some rural residents view the practice as an urban "dumping" program. The tremendous benefits that farmers and soil realize by recycling biosolids to land should be better articulated.
- Biosolids possess energy and climate change mitigation potential, which should be utilized to the greatest extent possible.

For More Information

- California State Water Resources Control Board
www.swrcb.ca.gov/programs/biosolids
- US Environmental Protection Agency
www.epa.gov/owm
- US EPA Region
www.epa.gov/region9
- California Association of Sanitation Agencies
www.casaweb.org
- Local Wastewater Treatment Plant websites
- National Biosolids Partnership
www.biosolids.org



Mission Statement

The mission of the California Association of Sanitation Agencies is to provide leadership, advocacy and information to our members, legislators and the public, and to promote partnerships on clean water and beneficial reuse issues that protect public health and the environment.



CALIFORNIA ASSOCIATION of SANITATION AGENCIES

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CASA STATE CAPITOL VISITS: TALKING POINTS

CASA's State Legislative Committee recommends you discuss the following points during your meetings with Legislators and legislative staff. Remember that these visits are designed to create and strengthen relationships with your local legislator, so keep them friendly and positive.

- **CASA supports controlling environmental pollutants at the source.** Eliminating substances from the waste stream that cannot practically be removed with existing technology is the best way to ensure water quality. For this reason CASA is supporting SB 1014 (Jackson), a bill that as amended creates "best practices" for pharmaceutical take back programs which stop people from flushing their unused prescriptions and over the counter drugs down the drain. If you have a drug take back program explain how many pounds you receive each year, how you work with local law enforcement, etc.
- **CASA also supports AB 1699 (Bloom), a measure that would prohibit the use of plastic microbeads in personal care products.** At smaller diameters, these microbeads are exceptionally difficult if not impossible to remove through secondary treatment processes, and even with tertiary treatment may still end up in the waste stream.
- **CASA member agencies are engaged in a multitude of renewable energy projects and are supportive of measures that provide funding for these projects.** If you have a renewable energy project now is the time to talk about it. CASA is also supporting three bills that would incentivize renewable energy projects at wastewater facilities: AB 1499 (Skinner) and AB 1624 (Gordon) both reauthorize the Self Generation Incentive Program (SGIP), and AB 1970 (Gordon) would establish the Community Investment and Innovation Program to provide funding for local governments for greenhouse gas reduction projects. Both programs are beneficial for renewable projects at POTWs.
- **CASA is very supportive of all efforts to fund recycled water projects and expand the applicable uses of recycled water.** If you have or are planning a recycled water project please share your local situation, especially if you have an expedited project utilizing SWRCB drought relief / SRF funding. CASA is seeking to ensure that \$500 million in recycled water funding be set aside in any water bond and in a separate pot under the SWRCB. CASA would like to see this provision in any final Water Bond.
- **CASA opposes any effort to limit our agencies' ability to manage and recycle biosolids.** Many agencies export biosolids to other parts of the state, and efforts to limit our ability to export or otherwise manage biosolids, including land application and conversion of biosolids to renewable energy projects, are extremely concerning. For this reason CASA has been involved in ongoing litigation surrounding Kern County Measure E, and remains opposed to AB 371 (Salas). This is a good time to explain how your agency manages their biosolids and make sure to include any beneficial uses (i.e. land application, composting, mine reclamation, fire ravaged areas, etc.)

Make sure to exchange contact information at the end of your meeting and extend an invitation to visit your facility when the legislator is back in the district.

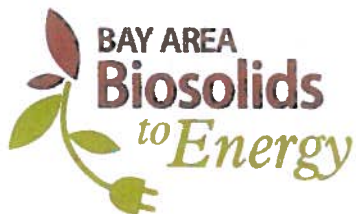


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CASA STATE CAPITOL VISITS TIPS & REMINDERS

- Your meetings with legislators and legislative staff are designed to allow you to discuss CASA's top policy priorities. At the same time, you should feel free to advance any needs specific to your agency. The members and staff will welcome the information.
- Prior to your meetings, take a few moments to familiarize yourself with the materials in the leave-back packets and the priority CASA issues identified.
- Give yourself a few extra moments to get through security on the way over to the Capitol meeting, and be sure to arrive at each appointment on time.
- Legislative offices are relatively small and may be standing room only, so be prepared. Also, Legislators can be incredibly busy with committee hearings, floor sessions, and other engagements, so do not be off-put by meeting with legislative staff. These individuals often know a great deal about specific subject matters and are heavily relied upon by Legislators in making decisions.
- At the meeting, begin by introducing CASA and describing your agency—where it is located, its size in the form of both treatment capacity as well as populations served. Don't assume that the staff is aware of such details (or even wastewater treatment basics) unless you know otherwise.
- Keep in mind that the staff is there to help you achieve your identified goals and objectives. Don't hesitate to ask for assistance. Also, invite them to tour your agency so they can learn about the clean water, renewable energy, and recycling programs that your agency provides.
- Be sure to emphasize CASA's priority issues and any specific asks contained in this legislative priorities sheet.
- In closing the meeting, thank them for the time made available to discuss the issues of interest, and restate the invitation to visit your agency. If they have any questions about CASA, please direct them to the contact information contained in the leave-back packets.
- If legislative staff ask you to follow up on anything specific, or ask any questions that would require a response from CASA or your agency, be sure to capture those to-dos as accurately as possible and report them during Tuesday's debrief session.



BAY AREA BIOSOLIDS TO ENERGY COALITION

Nineteen San Francisco Bay Area Public Agencies pursuing environmental solutions: Biosolids to Energy

BIOENERGY PROGRAM IMPLEMENTED THROUGH TWO PROJECTS

Two Project Costs

Project Elements:	Super Critical Water Oxidation	Gasification
Procurement & Construction	\$10.8 Million	\$19 Million
Planning, Permitting, Design & Admin	\$1.2 Million	\$5 Million
Total*	\$12 Million	\$24 Million

Cost

Total: \$36 million

Federal Share: \$12 million - State Share: \$12 million - Local Share: \$12 million

**Based on vendor proposals October 2013*

Bioenergy Funding:

- FY 2014-15 Request: \$12 Million
- Planning & Project Money

Sponsors & Participants:

- BAB2E Coalition
- Host & Contributing Agencies

Objective: Fund an innovative technology project to convert biosolids to energy or transportation fuels and advance green, renewable energy in California and the USA. Help meet AB32 mandate, bioenergy action plan goals, and significantly reduce truck miles.

Importance: Biosolids management for four million people in the San Francisco Bay Area and utilizing technology to generate clean and renewable energy resources of value to society and the environment.



Project Descriptions



Description: This project will develop a small commercial-scale Super Critical Water Oxidation project that will process 22,000 wet tons of biosolids per year.



Description: This project proposes to develop a commercial-scale gasification facility that will process 67,000 wet tons of biosolids per year.

The projects will be built on a coalition member's site and have biosolids contributed from other neighboring coalition members. The process will convert biosolids into energy and produce a phosphorous rich product. These projects will help comply with the State mandate in AB 32, and the federal renewable and green energy goals makes these projects a perfect fit for the federal and state government to partner with local government and private partners to implement an environmentally superior project that converts Biosolids into Energy.

Other Benefits of this Bioenergy Program:

- GHG reduction / Reduced hauling
- Clean renewable energy
- Diversion of biosolids from landfills
- Nutrient-rich phosphorous product
- Sited to blend into other treatment plant facilities
- Public-Private Partnership
- Small sub-regional B2E plants
- Locally sourced feedstock - available 24/7
- Progress of innovation for resource recovery

For more information contact:

Paul Kelley - Executive Director of the Bay Area Biosolids to Energy Coalition
925-756-1974 | c: 707-953-5166 | paul.kelley@bayareabiosolids.com

April 8, 2014

WHAT'S HAPPENING'S TRI-CITY VOICE

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Government Briefs

City Council summaries do not include all business transacted at the noted meetings. These outlines represent selected topics and actions. For a full description of agendas, decisions and discussion, please consult the website of the city of interest: Fremont (www.fremont.gov), Hayward (www.hayward-ca.gov), Milpitas (www.ci.milpitas.ca.gov), Newark (www.ci.newark.ca.us), Union City (www.ci.union-city.ca.us).

City Council/Public Agency MEETINGS

Readers are advised to check websites for special meetings, cancellations, minutes, agendas and webcasts

CITY COUNCILS

Fremont City Council
1st/2nd/3rd Tuesday @ 7 p.m.
City Hall, Bldg A
3300 Capitol Ave., Fremont
(510) 784-4000
www.fremont.org

Hayward City Council
1st/3rd/4th Tuesday @ 7 p.m.
City Hall, second floor
777 B Street, Hayward
(510) 583-4000
www.ci.hayward.ca.us

Milpitas City Council
1st/3rd Tuesday @ 7 p.m.
455 East Calaveras Blvd., Milpitas
(408) 586-3001
www.ci.milpitas.ca.gov

Newark City Council
2nd/4th Thursday @ 7:30 p.m.
City Hall, 6th Floor
37101 Newark Blvd., Newark
(510) 578-4266
www.ci.newark.ca.us

San Leandro City Council
1st/3rd Monday @ 7 p.m.
835 East 14th St., San Leandro
(510) 577-3366
www.sanleandro.org

Union City City Council
2nd/4th Tuesday @ 7 p.m.
City Hall
34009 Alvarado-Niles Rd., Union City
(510) 471-3232
www.ci.union-city.ca.us

WATER/SEWER

Alameda County Water District
2nd Thursday @ 6:00 p.m.
43805 S. Grimmer Blvd., Fremont
(510) 666-4200
www.acwd.org

East Bay Municipal Utility District
2nd/4th Tuesday @ 1:15 p.m.
375 11th St., Oakland
(866) 403-2683
www.ebmud.com

Santa Clara Valley Water District
2nd/4th Tuesday @ 6:00 p.m.

Fremont City Council

April 01, 2014

Preliminary:

Meeting opened with a moment of silence in honor of US Marine Lance Cpl. Andrew Silva (Union City), who was killed in a DUI-related accident in Fremont on April 2, 2014. Council meeting will adjourn in his memory. A memorial fund for Silva's family has been established at Fremont Bank.

Consent Calendar:

Approve plans and specifications; award contract for roof repair at Fremont City Hall to

to maintain approximately 789 miles of pipeline and treat wastewater throughout the Tri-Cities (Fremont, Newark, Union City). Upgrades, infrastructure replacement and energy management of operations were explained as well as inspections, regulatory enforcement and educational efforts of USD. He noted the low cost to customers (in the bottom 12th percentile) relative to similar services in the Bay Area. Mr. Currie announced his pending retirement later this year. He was accompanied by USD Board of Directors members Anjali Lathi and Jennifer Toy.

Council Communications:

Referral by Councilmember Natarajan: Increase term limits of



Union Sanitary District (USD) General Manager Richard Currie with Resolution commending the work of USD by City of Fremont, accompanied by Board of Director members Anjali Lathi (left) and Jennifer Toy (right)

Castlewood Construction Company, Inc. in the amount of \$94,100.

Ceremonial Items:

Proclaim April as Fair Housing Month.

Other Business:

Union Sanitary District (USD) General Manager Richard Currie outlined the actions of the district

Art Review Board members from two to three 4-year appointments.

Mayor Bill Harrison	Aye
Vice Mayor Vinnie Bacon	Aye
Anu Natarajan	Aye
Suzanne Lee Chan	Aye
Raj Salwan	Aye

Milpitas City Council

Adopt a resolution accepting the State Homeland Security Grant Program Funds in the

TAKES FROM SILICON VALLEY EAST

State of the City 2014: Fremont's Future is Bright

BY BILL HARRISON,
MAYOR, CITY OF FREMONT

Last Friday, with the beautiful Fremont Marriott hotel serving as the backdrop, I had the great privilege of delivering the annual State of the City Address at a luncheon hosted by the Fremont Chamber of Commerce.

Tickets sold out in record time, so you can imagine how packed the room was. And as I looked around, it was thrilling to see so many of the individuals who have dedicated their lives to making our City what it is today – from Fremont's Police Chief and Fire Chief to the Fremont Main Library staff to the Superintendent of Fremont Unified School District.

If you didn't manage to make it to the event, you'll be happy to know that I can summarize my entire speech in just four words, "Fremont's future is bright." And here are a few points that show why:

- 2477 Wall St. ranked us the second best run city in America by over last year's 5th place spot.
- Neel Waller named Fremont one of the best cities for job seekers.
- Fremont's unemployment rate dropped from 5.9% to 4.8% in 2013 (Alameda County average is 6.7%; State Average is 7.9%).
- Warm Springs/South Fremont is now officially branded as Fremont's Innovation District.
- Fremont is emerging as Silicon Valley's Job Center, which means

students graduating from college can return to Fremont to live, work, and thrive in their hometown.

• Additional signs of growth appearing, such as examples of current companies expanding (LAM Research/Home Elegance), new companies arriving (EFL new corporate campus), and companies staying here that showcase our stellar retention-oriented economic development strategy (Thermo Fisher Scientific/Seagate Technologies/Delta Products).

During the Address, we were also very excited to unveil the new "Think Fremont" video, which perfectly captures our City's innovative spirit and tenacious nature. You can view it on the City's YouTube Channel.

And if you want to hear more about our City's most recent achievements and what we have to look forward to in the future, we've posted the speech and slides on the City website for you to view. You can find it all at www.fremont.gov/State-of-the-City. We also plan to post the webcast of the State of the City Address later this week.

Thanks to all who made this year's State of the City such a grand affair. And a big thanks to all our City employees for joining us for the ride and for making all of these fantastic achievements possible.

Lastly, I'd advise you to grab your sunglasses because I said it once and I'll say it again – Fremont's future is bright.

Congratulations to Tri-City Industries

You're helping to keep San Francisco Bay clean!



Union Sanitary District congratulates
the following industries. They have received USD's
2013 Certificate of Merit
for 100% compliance with water quality requirements

Fremont

- ★ Analog Semiconductors (20)
- ★ Applied Thin-Film Products (8)
- ★ Boehringer Ingelheim Fremont, Inc. (2)
- ★ Cytatek Corporation
- ★ Enablence USA Components, Inc. (5)
- ★ Finsar Corporation (11)
- ★ Global Plating, Inc. (4)
- ★ Internatix Corporation (2)
- ★ Intevac, Inc. (5)
- ★ Kaiser Permanente Hospital - Fremont
- ★ Lam Research CV3 (3)
- ★ Lam Research CV30 (5)
- ★ Microwave Technology, Inc. (3)
- ★ Neophotonics Corporation (8)
- ★ Nitinol Devices & Components, Inc. #1 (2)
- ★ Pantronix Corporation (9)
- ★ Quality Transport, Inc. (4)
- ★ Quantum Clean #2 (7)
- ★ Seagate Technology LLC #3, Bldg. C (2)
- ★ Silevo, Inc. (3)
- ★ Soraa, Inc. (2)
- ★ Tri-Cities Recycling & Disposal Facility (9)
- ★ Washington Hospital Healthcare
- ★ Western Digital - Fremont (Bldg. 1)

Newark

- ★ Matheson Tri-Gas, Inc. (4)

Union City

- ★ California Work Trucks (4)
- ★ Electrochem Solutions, Inc.
- ★ Star Pacific, Inc. (3)

- ★ (Consecutive years receiving award)



Protecting The Tri-Cities & San Francisco Bay

Board of Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

ALAMEDA COUNTY 4 medicine disposal sites established

The public is invited to turn in any unwanted or expired medication for safe disposal at four Alameda County locations on Saturday as part of National Drug Take Back Day.

The event is hosted by the Alameda County District Attorney's Office in partnership with the U.S. Drug Enforcement Administration in an effort to prevent unused prescription and over-the-counter medications from being abused or damaging the environment by ending up in a landfill or water system, a DA's office spokeswoman said.

The service is free and there will be no questions asked at the event.

Alameda County's National Drug Take Back Day is 10 a.m. to 4 p.m. Saturday at the following locations:

■ Kaiser Oakland, 3801 Howe St., Oakland

■ Alameda County Family Justice Center, 470 27th St., Oakland

■ Alameda Kaiser Medical Office, 2417 Central Ave., Alameda

■ Hayward Hall of Justice, 24405 Amador St., Hayward

— Malaiika Fraley, Staff
4-24-14

EBMUD opts for emergency water supply

Voluntary 10% cuts still in effect as agency taps Sacramento River

By Denis Cuff

dcuff@bayareanewsgroup.com

OAKLAND — The East Bay's largest water district decided Tuesday to use voluntary conservation and tap a new water supply from the Sacramento River to get through the year without rationing.

The East Bay Municipal Utility District will continue to ask its 1.3 million customers in Contra Costa and Alameda counties to cut water use 10 percent — a target they met in April.

In a 7-0 vote, the board also decided to make the district's first-ever use of an emergency water supply that has been in the planning for more than a half-century.

In April and May, the water district will pump in 16,000 acre feet of water — a 32-day supply —

NEW SOURCE

Where EBMUD is turning for more water. **PAGE A11**

See **WATER**, Page 11

Water

Continued from Page 1

of Sacramento River water from near Freeport, south of Sacramento.

John Coleman, a water board member from Walnut Creek, said the delivery from the Sacramento River is a historic milestone in protecting customers against shortages.

"We spent decades and hundreds of millions of dollars to come up with a collaborative project," Coleman said. "Now I feel it's proper to say it's time to take it."

The water will be delivered through a \$900 million water delivery project that was jointly built by Sacramento County and EBMUD, and finished in 2011.

The water district in late September will reassess its

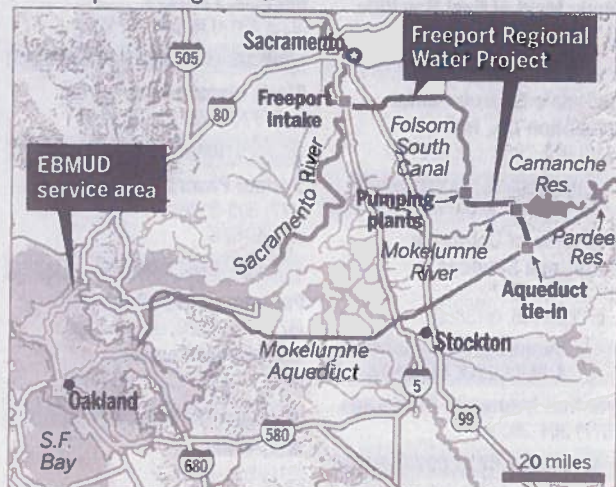
water supplies and decide if it needs to take more of the Sacramento River water.

EBMUD typically relies on Mokelumne River water that is captured in the Central Sierra and piped to customers in Crockett, Richmond, Berkeley, Oakland, Alameda, San Leandro, Danville, San Ramon, Lafayette, part of Walnut Creek and other communities. But this is turning out to be the second driest water year on record in the Mokelumne basin. Only 23.4 inches of precipitation have fallen there, 53 percent of normal, and the snowpack is melting fast because of warm weather in recent weeks.

Relying on customer conservation and the new Sacramento River water supply will leave the district with enough water to be prepared in case the next winter and spring are also

EBMUD's safety valve

Acquiring water from the Sacramento River through the Freeport Regional Water Project, the East Bay Municipal Utility District extended its voluntary conservation program and will not impose rates to penalize high users.



dry, said Eileen White, the district's water operations manager.

The district will start

out taking 16,000 acre feet over two months, although it has contractual rights to take up to 66,500 acre feet

of water. The district uses about 182,500 acre feet in a normal year.

EBMUD tested the pumping plant near Freeport to make sure it did not harm fish like the threatened Delta smelt, and it has passed those tests, White said.

Without the new emergency water supply, district customers likely would face the hardship of mandatory rationing, Coleman said.

Lesa McIntosh, a water board member from Richmond, cautioned that customers will have to continue to cut their water use 10 percent or more to keep the district out of trouble.

"I don't want to give our customers the impression that they get a free pass on conservation," McIntosh said. "We expect our customers to at least stick with the conservation goals."

The district expects

to spend about \$8 million on the steep pumping and electricity costs to transport the water 130 miles through pipelines and an aqueduct to get to the East Bay. However, the board decided Tuesday it would use reserves to cover those costs rather than impose a surcharge on water bills.

EBMUD General Manager Alexander Coate said the district has a good idea how much water will be in reservoirs in the fall, but it doesn't know how much rain and snow will fall next season.

While some scientists predict next winter may be wet because of expected El Niño trends, the district can't count on getting bailed out of its shortages, White said.

Contact Denis Cuff at 925-943-8267. Follow him at [Twitter.com/deniscuff](https://twitter.com/deniscuff).

Shoreline project starts

Officials, advocates kick off restoration of 150 acres of wetlands

By Robert Rogers

rrogers@bayareanewsgroup.com

RICHMOND — Against a backdrop of swaying grasses and shallow waters, Whitney Dotson stood at a mobile podium and reflected on a lifetime of working to preserve and restore long-neglected marshlands on Richmond's shore.

"This is really kind of overwhelming," said Dotson, a long-

time local environmental advocate and East Bay Regional Park District director. "This community has fought to protect this open space for years ... and we won."

Local and federal officials gathered along with more than 100 people Tuesday for a ceremony marking the beginning of the restoration of 150 acres of wetlands at Breuner Marsh on Richmond's shoreline. The project is expected to last two to three years.

The restoration of Breuner Marsh, part of the Point Pinole

Regional Shoreline, is in part funded by \$15 million from the U.S. Environmental Protection Agency's San Francisco Bay Water Quality Improvement Fund and matching funds from the park district. The project is designed to create a self-sustaining wetland complex that will filter polluted runoff; support native plant, bird and animal species; and protect against projected sea level rise in the next century.

Tuesday's event was a milestone in a decades-long effort to acquire and preserve the marsh,

an effort driven by local activists such as Dotson and which has drawn nearly \$20 million from 10 grant agencies.

"This is a magnificent dedication to the future, to our kids," U.S. Rep. George Miller, D-Martinez, told the crowd.

Tuesday's event was part of an announcement, held on Earth Day, of nearly \$5 million in EPA grants to state and local agencies to restore water quality and wetlands throughout the San Francisco Bay watershed.

See MARSH, Page 2

Marsh

Continued from Page 1

"A healthy San Francisco Bay — the largest estuary in the country — supports the livelihood of over 7 million bay residents, sustains hundreds of native wildlife species and aids in shielding the region from the effects of climate change," said Jared Blumenfeld, the EPA's administrator for the Pacific Southwest, in a news release.

The Breuner Marsh Restoration project will accomplish three main goals, said California Coastal Conservancy Executive Officer Samuel Schuchat.

It preserves and enhances a delicate marshland that is publicly accessible near a dense urban community, provides a buffer zone against expected

sea level rises over the next century and fills a 1.5-mile gap in the San Francisco Bay Trail along the Richmond shoreline.

The park district acquired the property for \$6.8 million in 2011 through a three-year eminent domain process that included appeals to the state Supreme Court.

Dotson noted that the marshland was initially preserved as part of the nearby Parchester Village housing development, which was built in the 1950s to provide quality, low-cost housing to the city's growing African-American community.

In the years since, community members and activists thwarted numerous attempts to develop the land for industrial uses, Dotson said.

"A whole community made this happen," Dotson said.

HAZARDOUS WASTE DISPOSAL

Planned fee sunk

Board to revisit charge that was protested by many property owners

By Matt O'Brien

mattobrien@bayareanewsgroup.com

OAKLAND — After tens of thousands of property owners sent in formal letters of protest, the Alameda County Waste Management Authority on Wednesday dropped its plan to charge homeowners \$9.55 each year to

pay for the disposal of hazardous household waste.

The owners of more than 100,000 apartment units, condominiums and houses flooded the agency with letters of opposition, an unprecedented protest that was still not enough to meet the majority threshold to automatically defeat such a proposal. But it did attract the attention of the waste authority's 17-member governing board.

The fee was defeated, at least

PLANNED FEE DEFEATED

\$9.55

Yearly charge for homeowners would have paid for the disposal of hazardous household waste.

for now, when the board on Wednesday could not muster the required two-thirds approval to adopt it.

Four board members repre-

senting Livermore, Dublin, Pleasanton and the Castro Valley Sanitary District voted against it.

Eleven members representing the county's other cities, from Berkeley to Fremont, voted in favor.

Absent from the vote were Alameda County Supervisor Keith Carson and Oro Loma Sanitary District board member Laython Landis. The fee could only have been adopted if one of them — 12 board members total — voted

in favor.

The board plans to take up the issue again on May 28, allowing the absent members to weigh in.

Defeating the planned per-home fee "means about half as many households will be served, about half as much hazardous waste will be diverted from landfills and other places," said Gary Wolff, executive director of the waste authority, also known as

See **FEE**, Page 4

Fee

Continued from Page 1

StopWaste.

The agency funds four drop-off sites in Oakland, Fremont, Hayward and Livermore that collect batteries, paints, solvents and other hazardous refuse that cannot be dumped in the regular trash. Those drop-off centers are only open during certain days and hours, but Wolff said the fee revenue would al-

low them to sustain and expand their operations amid declining revenue from landfill fees.

Owners of multifamily apartment buildings led the opposition to the proposal, arguing they should pay less per unit because their tenants do not produce as much hazardous waste — a contention the waste agency disputes. The protests represented about 18 percent of all affected residential units in Alameda County. Forty-five percent were filed

by the owners of bigger buildings with at least five units; 12 percent represented smaller multifamily homes; and 43 percent were filed by owners of single-family homes.

Fremont homeowner Mike Lopez was one of several protesting letter writers who questioned whether StopWaste had the authority to implement a countywide fee. The retired firefighter called it "an outrageous money grab at the taxpayers' expense."

Wolff has said the proce-

dures followed California's Proposition 218, a 1996 constitutional amendment that requires local governments to get the approval of affected property owners before levying a fee.

The fee was expected to generate \$5 million each year for the collection of cleaners, paints, pesticides, car products and other hazardous household waste. It would have expired in 2024.

Contact reporter Matt O'Brien at 510-208-6429.

TESLA MOTORS' FREMONT FACTORY

\$89,000 fine for safety incident

Three workers were injured, burned in November accident

By Dana Hull*dhull@mercurynews.com*

FREMONT — Tesla Motors has been fined \$89,000 by the California Division of Occupational Safety and Health for seven safety violations, six considered "serious," related to a workplace incident that injured and burned three workers in November.

The employees at Tesla's Fremont factory were injured Nov. 13 when a low-pressure aluminum casting press failed, spilling hot metal on the workers and causing their clothing to catch fire.

"Molten metal was released splattering the three victims, the

victims' clothing caught fire, they stopped and rolled on the floor," according to a Cal-OSHA report released Thursday. "The safety department called 911. The Fremont Fire Department arrived within 10 minutes, approximately."

Tesla employees Jesus Navarro, Kevin Carter and Jorge Terrazas were taken to Valley Medical Center in San Jose with second- and third-degree burns. Carter and Terrazas have returned to work. Navarro, who had burns on his hands, stomach, hip, lower back and ankles, was hospitalized for 20 days and continues to recuperate at home.

Cal-OSHA's investigation found that Tesla failed to ensure that the low-pressure die casting machine was maintained in a safe operating condition and allowed its employees to operate the machine while

the safety interlock was broken. It also found that the employees had not been properly trained regarding the hazards of the machine and were not wearing the required eye and face protection.

"The citations speak for themselves," Peter Melton, a Cal-OSHA spokesman, said in an interview. "It was a hazardous situation for three employees."

Tesla, headquartered in Palo Alto, makes its all-electric Model S sedan at the Fremont factory. Tesla took ownership of the former NUMMI plant in October 2010 and has transformed a portion of the cavernous auto plant into a state-of-the-art manufacturing facility. Within the company, the plant is now called the "Tesla Factory."

Tesla said it plans to appeal the fine because "we believe there are

aspects of the citations that merit further discussion."

"We take safety extremely seriously and have taken numerous steps to ensure nothing like it happens again," the company said in a statement. "We fully shut down the low-pressure die casting operation and decommissioned the equipment. We provided the injured employees with dedicated HR support and maintained full pay beyond that provided by workers' compensation."

Tesla added, "It's worth noting that the accident rate at our Fremont factory is nearly twice as good as the automotive industry average, according to the most recent Bureau of Labor data."

Contact Dana Hull at 408-920-2706
Follow her at [Twitter.com/danahull](https://twitter.com/danahull).

OAKLAND HITS 400,000

East Bay population growing at rapid pace

Migration from less-affordable Bay Area counties fueling surge

By Matthias Gafni

mgafni@bayareanewsgroup.com

All those new housing developments dotting the East Bay hills don't lie. Alameda County is the second-fastest-growing county in the state, boosted by Dublin, one of the fastest-growing cities in the state, according to new state population figures released Wednesday.

Other areas of the East Bay — particularly eastern Contra Costa County — also saw significant population gains in the annual numbers from the state Department of Finance. Antioch (106,455) surpassed Richmond by about 300 people, becoming the second-largest city in the county for the first time.

See POPULATION, Page 7

INSIDE

7.1%

Dublin's growth rate in 2013, the third-highest in the state.

SEE PAGE A7

Population

Continued from Page 1

Oakland, meanwhile, reached a milestone, surpassing 400,000 residents for the first time in its 162-year history.

Alameda County's significant gains are fed by Bay Area residents migrating from priced-out counties, such as San Francisco and Marin, an East Bay analyst said.

"This is kind of what we expected," said Darien Louie, executive director of the East Bay Economic Development Alliance. "A lot of it is associated with gentrification. We're seeing a population ... that can't afford to live elsewhere looking at options in the East Bay."

Alameda County's population increased 1.5 percent to 1.57 million people, while California gained 0.9 percent, an increase of 356,000 people.

"One thing we do have is space," Louie said, adding that ethnic communities have brought large Asian populations to Alameda County. The county needs to ensure its aging housing and commercial stock get upgrades, such as broadband Internet access, to stay competitive, she said.

Dublin's growth had been slow — practically flat in 2011 (0.4 percent) and slightly higher in 2012 (1.1 percent). But the city at the intersection of interstates 680 and 580 took a big leap last year, rising from 49,932 to 53,462 residents, a 7.1 percent jump and the third-fastest-growing city in the state. The only two cities that registered higher growth — McFarland in Kern County and Chowchilla in Madera County — had statistics altered by fluctuating state prison populations.

"The growth of Dublin is something that has been planned and something we've embraced," said Mayor Tim Sbranti, noting the city has a 1-to-1 jobs-housing balance. "We've balanced between residential growth and commercial growth."

The East Bay city fills a housing niche not offered in Silicon Valley, said Abe Gupta, a Dublin council-

East Bay's growing population

Alameda and Contra Costa counties' population growth, and the 10 fastest-growing cities in each:

	Population in 2013	In 2014	% change
Alameda County	1,550,119	1,573,254	1.5%
1 Dublin	49,932	53,462	7.1
2 Emeryville	10,278	10,491	2.1
3 Fremont	220,133	223,972	1.7
4 Pleasanton	71,939	73,067	1.6
5 Hayward	148,895	151,037	1.4
6 Berkeley	115,814	117,372	1.3
7 Oakland	399,699	404,355	1.2
8 San Leandro	86,748	87,691	1.1
9 Alameda	75,197	75,988	1.1
10 Union City	71,396	72,155	1.1
Contra Costa Co.	1,076,429	1,087,008	1.0%
1 Brentwood	53,356	54,741	2.6
2 Oakley	37,308	38,075	2.1
3 Pittsburg	65,435	66,368	1.4
4 Lafayette	24,347	24,659	1.3
5 Antioch	105,272	106,455	1.1
6 San Ramon	76,429	77,270	1.1
7 Danville	42,783	43,146	0.8
8 Orinda	17,951	18,089	0.8
9 Clayton	11,109	11,200	0.8
10 Walnut Creek	65,780	66,183	0.6

Source: California Department of Finance

BAY AREA NEWS GROUP

man.

"Residents more and more want to move to an area with a balance of really good schools and some level of affordability," Gupta said. "We've put a lot of money into schools and a lot of money into a diverse housing stock."

The city has developed and redeveloped areas near its BART stop, including large swaths of new homes in the former Camp Parks military area.

"We've gotten closer and closer to the 'build-out' point, but we haven't reached it yet and we've got room to grow," Gupta said.

The East Bay's largest city, Oakland, remained the eighth-most-populous city in the state at 404,355, increasing 1.2 percent from the year before.

In Contra Costa, Antioch saw a 1.1 percent increase, and is now second in size only to Concord (124,656) in the county.

Antioch Mayor Wade Harper said the news "doesn't really change the game plan" as far as the city's goals, including creating a strategic plan and creating jobs.

"Our priorities are still safety, reducing crime, economic development and having enough officers," he said. "Antioch is a diverse community and we welcome good people. Good, talented,

law-abiding citizens."

Harper pointed out that Richmond, the city Antioch statistically leapt over, has roughly twice as many sworn police officers. He said he hoped the new rank could provide Antioch additional leverage in funding requests.

The Highway 4 corridor saw additional growth with Brentwood (2.6 percent), Oakley (2.1 percent) and Pittsburg (1.4 percent).

The expansion of Highway 4 and future extension of BART into Antioch are signs that the "infrastructure is in place to support" East Contra Costa's continuing growth, Harper said.

"We're in a much better position now than we had been," he said.

Overall, Contra Costa saw a 1 percent population increase to 1.09 million people.

California's statewide housing growth added almost 60,000 housing units compared with 45,000 the year before, up 31 percent. Cities reported about 31,000 new multiple-family housing units and 28,000 single-family homes in 2013, according to state data.

Staff writer Paul Bugarino contributed to this report. Contact Matthias Gafni at 925-952-5026. Follow him at Twitter.com/mgafni.

Where San Francisco is taking baby steps toward recycled water, other parts of the state have already taken much bigger leaps to deal with a drier future

BY ERIC YOUNG

San Francisco Business Times

Facing this year's drought and forecasts of a drier future, San Francisco wants to move forward with a pair of water recycling plants on opposite sides of the city that could one day recycle up to 4 million gallons of water daily.

Four million gallons each day in the far future sounds impressive — until you look at what other areas of the state are doing right now. The Santa Clara Valley Water District, which serves 1.8 million people, already produces 8 million gallons per day of recycled water. Many Southern California communities produce a lot more: Orange County, for example, can recycle up to 70 million gallons daily, much of it used for drinking.

Part of the reason San Francisco hasn't done much more than dip a toe into recycled water up until now is simple: It hasn't had to. San Francisco owns the Hetch Hetchy system. For about 80 years, San Franciscans (and the 1.6 million other

Bay Area residents served by it) have enjoyed an assured supply of pristine snow melt transported largely by gravity to the city's taps from the Sierra — not just to drink, but to flush toilets, water lawns and even wash the streets.

By contrast, much of the water used for drinking and other purposes in

southern California is piped in from the Sierras or from the Colorado River. The cost of piping that water such great distances is sometimes more expensive than recycling what is already in use, said David Smith, the managing director of WaterReuse California, a group that promotes recycled water.

DIVERSITY IS KEY

The onset of the statewide drought has underscored the urgency of diversifying water supplies — and making recycled water a key part of that effort.

"This drought has really put into perspective the importance" of recycled water, said Laura Tam, sustainable development policy director at SPUR, a public policy group in San Francisco. "It's a really important strategy for using appropriate water for appropriate uses." In other words, cities are realizing that using drinking water for lesser uses, such as cleaning or irrigating, is a luxury that they can't afford to continue.

Recycling — the capture, treatment and reuse of wastewater — is seen as an excellent source to cultivate because "it is a drought-resistant supply," said Tam. That distinction makes it increasingly attractive as some meteorologists predict California droughts may become more common and longer lasting.

Ironically, San Francisco was once more of a leader than a laggard in recycled water. The city recycled water starting in the 1930s with the McQueen Treatment Plant in Golden Gate Park. But the city shut down that plant in the late 1970s following passage of tougher environmental regulations.

The city fell behind in recycled

water in part, Tam said, because there were fewer big commercial water users than in regions where water recycling took hold more strongly. "We don't do a lot of irrigation or industrial processing," she said.

S.F. RETURNS TO RECYCLING

San Francisco began refocusing on recycled water in 2008 when the city's Public Utilities Commission, which sells water to the city, approved a plan to expand recycled water along with other projects to lessen dependence on Hetch Hetchy, the aqueduct that provides the city with the vast majority of water.

Two years ago the city began pumping 230,000 gallons of recycled water daily from a plant in Daly City to irrigate San Francisco's Harding Park Golf Course.

The new plants San Francisco is planning would boost its production of recycled water significantly.

The Westside Recycling Project, which will be built next to an existing wastewater treatment plant on the Great Highway and Skyline Boulevard, is expected to come online in 2019. The \$158 million facility, still being designed, could produce 1.6 million gallons daily to irrigate Golden Gate Park and parts of the Presidio and Lincoln Park golf course.

The Westside plant is considered certain to be constructed. The SFPUC has money in its capital budget for it and it has already overcome some neighborhood opposition. Some residents in the Ocean Beach area, while supportive of recycled water, objected to the original plan to build the Westside facility in Golden Gate Park. To mollify residents, the SFPUC decided to build it within an existing

"IF YOU'RE GOING TO USE (WATER), MAKE SURE YOU REUSE IT UNTIL IT'S USED UP."

—GARY DARLING,
DELTA DIABLO
SANITATION DISTRICT

THE BASICS OF WATER RECYCLING



Home

Wastewater is collected from homes and businesses.
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Wastewater treatment plant

It is sent through screening and grit removal. Then bacteria break down solids. Solid matter settles out of the wastewater. Wastewater is purified with further filtration and disinfection.



Agriculture



Landscaping



Industrial

Recycled water finally goes through its own set of pipes to users.

wastewater treatment plant on the Great Highway.

The SFPUC also wants to build an Eastside Recycled Water facility by 2022. It is harder to gauge the future of this proposal. The SFPUC said it will cost \$23 million to design and possibly \$200 million to build. Funding has not yet been identified. No location has been proposed, so it is not clear if neighborhood concerns will factor in as well.

The 2 million gallons daily handled at the Eastside plant could be used by businesses for cooling and for toilet flushing in new multi-unit housing being built in the city's eastern areas.

San Francisco water officials said the planned increase in recycled water, along with other water production efforts, will be sufficient for future needs. "There isn't a magic number" for recycled water generation, said Charles Sheehan, a SFPUC spokesman. The amount of recycled water a city produces depends on many factors, he said, such as the number of users and cost of infrastructure.

MORE RECYCLING IN BAY AREA

Other Bay Area water districts want to expand use of recycled water, too. Cities including Hayward, Mountain View, Palo Alto and Redwood City

all want to start recycling water or expand their current capabilities.

Increasingly, cities subscribe to the philosophy that, "If you're going to use (water) make sure you reuse it until it's used up," said Gary Darling, general manager of the Delta Diablo Sanitation District and leader of the Western Recycled Water Coalition.

The projects do not come cheap. Not only do water districts have to build the plants, they must lay separate networks of pipe to distribute the recycled water because it cannot travel through the same infrastructure that handles drinking water.

Hoping to corral additional fund-

ing for recycled water projects, the Western Recycled Water Coalition formed to lobby state and federal governments. The coalition includes 22 districts around the Bay Area, up from six members seven years ago. The group since 2009 has secured \$38 million in federal funding for eight recycling projects throughout the Bay Area and for studies for 14 more.

Bay Area water districts hope to increase their recycled water use as did the Santa Clara Valley Water District, which churns out 8 million gallons daily from its Advanced Water Treatment facility in San Jose

for business and landscaping needs.

Almost 5 percent of the water supply in San Jose, Santa Clara and Milpitas is recycled, and the district wants to raise that to 10 percent by 2025, said Martin Grimes, a program administrator for the district.

The district has even more aggressive goals in the future. Following Orange County's model, it hopes to use highly purified reused water to replenish local groundwater basins for water that is potable. A feasibility study is scheduled to produce a final report in 2016.

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Desalination: The city is working with four other Bay Area water agencies – East Bay Municipal Utilities District, Contra Costa Water District, Santa Clara Valley Water District and Zone 7 Water Agency in Livermore – to explore

ways that desalinated water can be shared as part of a regional water supply. It is not yet known how many gallons per day could be expected from this collaboration.



Conservation: City officials will continue to stress water conservation through efforts like urging residents to install low-flow toilets and shower heads. San Franciscans are already doing well on conservation, according to the San Francisco Public Utilities Commission. Residents use on average 49 gallons per day. That compares to the statewide average of more than 100, said Charles Sheehan, a SFPUC spokesman.

— Eric Young ■

THINK
CONSERVE
WATER



Water, water everywhere:

By 2025, the Santa Clara Valley Water District expects 10 percent of its supply to come from recycled water, says Martin Grimes, program administrator.

WATER RECYCLING BY REGION

While San Francisco and other Bay Area cities are expanding the use of recycled water, the region is still a small player compared to Orange County.

The county since 2008 has produced some 70 million gallons daily of recycled water – about equal to the entire amount of water consumed daily in all of San Francisco. Orange County wants to do even more. A \$150 million expansion would allow the county to produce up to 100 million gallons daily.

Orange County's recycled water facility generates 20 percent of the total water supply to the district's 19 municipal water agencies and 2.4 million residents.

Orange County, Los Angeles and other southern California cities have longer histories with recycled water and generate it in greater quantities for a number of reasons, water experts said.

One reason is the cost of piping. Much of the water used in southern California is piped in from the Sierras or from the Colorado River. Another reason lies in southern California's "earlier recognition of recycled water as a resource," said Brandon Goshi, the manager of water policy and strategy for the Metropolitan Water District of Southern California. "In Los Angeles, Orange County and San Diego, there was increased attention in the late '80s and early '90s along with the drought (at that time). That is when (the Metropolitan Water District of Southern California) had programs to incentivize the use and production of recycled water." Those programs paid water districts for the production of certain quantities of recycled water.

Recycled water in Southern California also serves the purpose of forming a barrier between seawater and fresh groundwater supplies, Goshi said. Recycled water is generally not used for that purpose in the Bay Area.

— Eric Young ■

STATE WATER REGIONS

Daily usage in millions of gallons

North Coast

23.01

San Francisco

36.01

Central Coast

20.78

Los Angeles

151.45

Central Valley

158.78

Lohanton

8.76

Colorado River

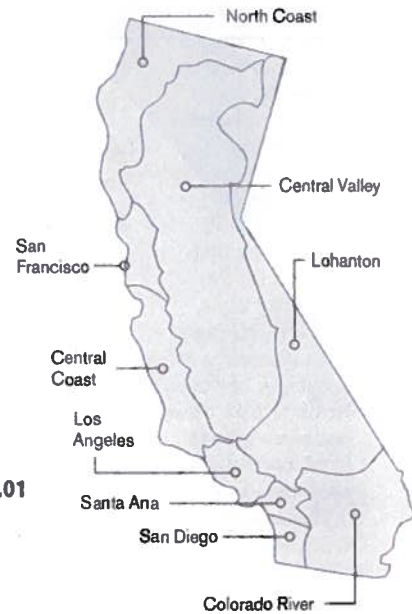
12.58

Santa Ana

139.04

San Diego

46.38



Note: The State Water Resource Control Board divides the state into nine water regions, but they generally don't follow city or county boundaries.

MORE WAYS TO KEEP THE TAPS RUNNING

Recycling water is just one strategy that San Francisco is using to diversify its water supply.

Groundwater: The San Francisco Public Utilities Commission is about to break ground on a groundwater supply project. By 2019 that could yield 4 million gallons of water a day.

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ENVIRONMENTAL LAW & POLICY ALERTS



No Duty to Disclose Public Officials' Communications via Private Devices and Accounts

April 22, 2014

by Alexis K. Stevens
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On March 27, 2014, the California Sixth District Court of Appeal held that the California Public Records Act (CPRA) does not require disclosure of communications between public officials stored on personal electronic devices and accounts that are inaccessible to the public agency. *City of San Jose v. Superior Court (Smith)*, No. H039498 (March 27, 2014). In its opinion, the Court interpreted the definition of "public records" and explained that the specific messages in question were not "public records," even though they concerned public agency business.

In 2009, Ted Smith submitted a request to the City of San Jose (City), seeking thirty-two categories of public records involving specific city officials and issues regarding City redevelopment. The City complied with all but four requests, which demanded any and all voicemails, emails, and text messages sent or received on private electronic devices used by various city officials. While the City disclosed records from private electronic devices using City e-mail accounts, they did not disclose records from private accounts. Because the City refused to turn over these records, Mr. Smith brought an action seeking disclosure of the disputed information under the CPRA.

The trial court agreed with Mr. Smith holding that a record that is "prepared, owned, used or retained" by an official is thus "prepared, owned, used, or retained" by the City. The court reasoned that otherwise a public agency could easily shield information from public disclosure simply by storing it on private equipment.

On appeal, the Sixth District considered the specific definition of "public records" in Government Code section 6252 (e), and whether it includes communications by city officials and employees on their private devices and accounts. While the court acknowledged the purposes of CPRA, and explained the importance of access to information concerning the conduct of the people's business, it recognized that it was also important to protect individual privacy.

Relying on the plain meaning of the language used in section 6252, the appellate court concluded "the CPRA does not extend its disclosure mandate to writings of individual city officials and employees sent or received on their private devices and accounts." *Smith* at 15.

Government Code section 6252 (e) refers to records prepared, owned, or used by "local agencies." The CPRA's definition of "local agency" refers to government bodies themselves. It does not mention individual members or officials. If the Legislature had wanted the term to encompass such individuals, it would have done so as it had in the statute defining "state agency." While the court agreed that under its interpretation, it is possible that public officials may conceal communications regarding public issues by sending and receiving messages on private accounts and devices, it noted that this concern is one more appropriately addressed by lawmakers with legislation.

For further information regarding this decision, please contact Alexis K. Stevens at 916-446-7979 or by email at astevens@somachlaw.com.

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