



**BOARD MEETING AGENDA**  
**Monday, March 11, 2019**  
**Regular Meeting - 7:00 P.M.**

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

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

- |                |     |  |  |
|----------------|-----|--|--|
|                | 1.  | Call to Order.   |  |
|                | 2.  | Salute to the Flag.  |  |
|                | 3.  | Roll Call.   |  |
| Motion         | 4.  | Approve Minutes of the Special Meeting of February 19, 2019.   |  |
| Motion         | 5.  | Approve Minutes of the Regular Meeting of February 25, 2019.   |  |
| Information    | 6.  | January 2019 Monthly Operations Report <i>(to be reviewed by the Budget &amp; Finance and Legal/Community Affairs Committees).</i>   |  |
|                | 7.  | Written Communications.  |  |
|                | 8.  | Oral Communications.<br><small><i>The public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred <b>(to be received at the Union Sanitary District office at least one working day prior to the meeting)</b>. This portion of the agenda is where a member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction that is not on the agenda. If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. Oral comments are limited to three minutes per individuals, with a maximum of 30 minutes per subject. Speaker's cards will be available in the Boardroom and are to be completed prior to discussion.</i></small> |  |
| Public Hearing | 9.  | Conduct a Public Hearing to Receive Comments on the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Standby Power Generation System Upgrade Project <i>(to be reviewed by the Engineering and Information Technology Committee).</i>   |  |
| Motion         | 10. | Consider Adopting a Resolution to Approve Exception to the 180-Day Waiting Period for Post-Retirement Employment for Richard A. Czapkay <i>(to be reviewed by the Personnel Committee).</i>  |  |
| Motion         | 11. | Review and Consider Approval of Publicly Available Pay Schedule Effective March 1, 2019 <i>(to be reviewed by the Personnel Committee).</i>  |  |
| Information    | 12. | Agreement with DCM Consulting for Geotechnical Consulting Services <i>(to be reviewed by the Engineering and Information Technology Committee).</i>  |  |

- Information 13. Check Register.
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- Information 14. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Budget & Finance Committee – Wednesday, March 6, 2019, at 10:00 a.m.
    - Director Kite and Director Toy
  - b. Personnel Committee – Wednesday, March 6, 2019, at 10:30 a.m.
    - Director Kite and Director Toy
  - c. Legal/Community Affairs Committee – Friday, February 8, 2019, at 10:30 a.m.
    - Director Handley and Director Lathi
  - d. Engineering Committee – Friday, February 8, 2019, at 11:00 a.m.
    - Director Handley and Director Lathi
  - e. Legislative Committee – will not meet.
  - f. Audit Committee – will not meet.
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- Information 15. General Manager’s Report. *(Information on recent issues of interest to the Board).*
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16. 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.
- 
17. Adjournment – The Board will adjourn to the next Regular Meeting in the Boardroom on Monday, March 25, 2019, at 7:00 p.m.

The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting).  
 If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board’s jurisdiction but not on the agenda, the speaker will be heard at the time “Oral Communications” is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker’s cards will be available in the Boardroom and are to be completed prior to discussion of the agenda item.

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



**BUDGET & FINANCE COMMITTEE MEETING**  
Committee Members: Director Kite and Director Toy

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**AGENDA**  
**Wednesday, March 6, 2019**  
**10:00 a.m.**

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

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

Karen W. Murphy  
*Attorney*

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of March 11, 2019:
  - January 2019 Monthly Operations Report – Financial Report
  - General Manager’s Expense Reimbursement

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5. Adjournment

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Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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THE PUBLIC IS INVITED TO ATTEND



**PERSONNEL COMMITTEE MEETING**  
Committee Members: Director Kite and Director Toy

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**AGENDA**  
**Wednesday, March 6, 2019**  
**10:30 A.M.**

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

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

Karen W. Murphy  
*Attorney*

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of March 11, 2019:
  - Consider Adopting a Resolution to Approve Exception to the 180-Day Waiting Period for Post-Retirement Employment for Richard A. Czapkay
  - Review and Consider Approval of the Publicly Available Pay Schedule Effective March 1, 2019

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5. Adjournment

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THE PUBLIC IS INVITED TO ATTEND



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING**

Committee Members: Director Handley and Director Lathi

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

Karen W. Murphy  
*Attorney*

**AGENDA**

**Friday, March 8, 2019**

**10:30 A.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of March 11, 2019:
  - January 2019 Monthly Operations Report – Odor and Work Group Reports

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5. Adjournment

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Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

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THE PUBLIC IS INVITED TO ATTEND



**ENGINEERING AND INFORMATION TECHNOLOGY  
COMMITTEE MEETING**

Committee Members: Director Handley and Director Lathi

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**AGENDA  
Friday, March 8, 2019  
11:00 A.M.**

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

1. Call to Order

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2. Roll Call

---
3. Public Comment

---
4. Items to be reviewed for the Regular Board meeting of March 11, 2019:
  - Conduct a Public Hearing to Receive Comments on the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Standby Power Generation System Upgrade Project
  - Agreement with DCM Consulting for Geotechnical Consulting Services

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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings. The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting). If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Public Comment" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available and are to be completed prior to discussion of the agenda item.

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THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
February 19, 2019**

**CALL TO ORDER**

President Lathi called the special meeting to order at 5:30 p.m.

**ROLL CALL**

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

ABSENT: Manny Fernandez, Vice President

STAFF: Paul Eldredge, General Manager/District Engineer  
Gene Boucher, Human Resources Manager  
Glenn Berkheimer, Industrial Employers Distributors Association  
Karen Murphy, District Counsel

**PUBLIC COMMENT**

There was no public comment.

**CLOSED SESSION**

The Board adjourned to Closed Session for the following:

CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to Government Code Section 54957.6)

Agency designated representatives:

Paul Eldredge  
Glenn Berkheimer  
Gene Boucher

Employee Organization:

Service Employees International Union, Local 1021 (SEIU)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case

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

**ADJOURNMENT:**

The special meeting was adjourned at approximately 7:45 p.m. to the next Regular Board Meeting in the Boardroom on Monday, February 25, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
REGINA McEVOY  
BOARD CLERK

\_\_\_\_\_  
JENNIFER TOY  
SECRETARY

APPROVED:

\_\_\_\_\_  
ANJALI LATHI  
PRESIDENT

Adopted this 11<sup>th</sup> day of March, 2019

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
February 25, 2019**

**CALL TO ORDER**

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

**SALUTE TO THE FLAG**

**ROLL CALL**

PRESENT: Anjali Lathi, President  
Jennifer Toy, Secretary  
Tom Handley, Director

ABSENT: Manny Fernandez, Vice President  
Pat Kite, Director

STAFF: Paul Eldredge, General Manager/District Engineer  
Karen Murphy, District Counsel  
Armando Lopez, Treatment and Disposal Services Manager  
Sami Ghossain, Technical Services Manager  
Robert Simonich, Fabrication, Maintenance, and Construction Manager  
James Schofield, Collection Services Manager  
Gene Boucher, Human Resources Manager  
Laurie Brenner, Business Services Coach  
Chris Pachmayer, Electrical/Support and Information Technology Team Coach  
Karoline Terrazas, Organizational Performance Manager  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Alice Johnson, League of Women Voters  
Roelle Balan, Tri-City Voice Newspaper  
Glenn Berkheimer, Industrial Employers Distributors Association

**APPROVE MINUTES OF THE REGULAR MEETING OF FEBRUARY 11, 2019**

It was moved by Director Handley, seconded by Secretary Toy, to Approve the Minutes of the Regular Meeting of February 11, 2019. Motion carried with the following vote:

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

## **BALANCED SCORECARD**

- a. Second Quarter Fiscal Year 2019 District-Wide Balanced Scorecard Measures
  - Organizational Performance Manager Terrazas presented the report that summarized the District's progress toward strategic objectives through the second quarter of Fiscal Year 2018-2019, which covered the period of July 1 – December 31, 2018.
- b. Balanced Scorecard for the Treatment and Disposal Services Work Group
  - Treatment and Disposal Services Manager Lopez presented the Treatment and Disposal Services Work Group scorecard for the first two quarters of Fiscal Year 2019 and included a recap of Fiscal Year 2018.
- c. Balanced Scorecard for the Fabrication, Maintenance, and Construction (FMC) Work Group
  - Electrical/Support and Information Technology Team Coach Pachmayer presented the Fabrication, Maintenance, and Construction Work Group scorecard for the first two quarters of Fiscal Year 2019 and included a recap of Fiscal Year 2018.
  - General Manager Eldredge recognized FMC Work Group Manager Simonich and FMC Coach Pachmayer for successfully integrating the Information Technology Team into the FMC Work Group over a year ago.

## **WRITTEN COMMUNICATIONS**

There were no written communications.

## **ORAL COMMUNICATIONS**

There were no oral communications.

## **REVIEW AND CONSIDER APROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN UNION SANITARY DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021**

General Manager Eldredge called attention to the desk item prepared for this item and provided an overview of updates to the SEIU MOU as included in the Board meeting packet. Staff recommended the Board review and consider approval of the Memorandum of Understanding between the District and Service Employees International Union (SEIU), Local 1021, Effective February 26, 2019 through December 31, 2022.

It was moved by Secretary Toy, seconded by Director Handley, to Approve the Memorandum of Understanding Between Union Sanitary District and Service Employees International Union (SEIU), Local 1021, Effective February 26, 2019 through December 31, 2022. Motion carried with the following vote:

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

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH CAROLLO ENGINEERS FOR THE PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated Primary Digester No. 2, originally constructed in 1978, was last taken out of service for cleaning and assessment in 2009. Through the Request for Proposals process, staff selected Carollo Engineers to design the Project which is expected to be completed by Summer 2019. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for the Primary Digester No. 2 Rehabilitation Project.

It was moved by Director Handley, seconded by Secretary Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the Amount of \$212,749 for Design of the Primary Digester No. 2 Rehabilitation Project. Motion carried with the following vote:

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

**CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE FREMONT AND PASEO PADRE LIFT STATIONS IMPROVEMENTS PROJECT FROM MOUNTAIN CASCADE, INC.**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Fremont and Paseo Padre Lift Stations, constructed in 1984, required improvements in order to maintain reliable operation. The Board awarded the Project's construction contract to Mountain Cascade, Inc. on September 28, 2015. The major elements of the Project included replacement of two 24-inch diameter enclosed screw pumps at the Fremont Lift Station and two 30-inch diameter enclosed screw pumps at the Paseo Padre Lift Station as well as installation of steel canopy structures over the enclosed screw pumps. Carollo Engineers designed the Project, District staff provided construction management, and The Covello Group provided general inspection services during construction. Staff recommended the Board consider a resolution to accept the construction of the Fremont and Paseo Padre Lift Stations Improvements Project from Mountain Cascade, Inc. and authorize recordation of a Notice of Completion.

It was moved by Secretary Toy, seconded by Director Handley, to Adopt Resolution No. 2851 to Accept Construction of the Fremont and Paseo Padre Lift Stations Improvements Project Located in the City of Fremont, California from Mountain Cascade, Inc. and Authorize Recordation of a Notice of Completion. Motion carried with the following vote:

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

ABSTAIN: None  
ABSENT: Fernandez

## **INFORMATION ITEMS:**

### **Check Register**

There were no questions regarding the Check Register.

## **COMMITTEE MEETING REPORTS:**

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

District Counsel Murphy stated the District's EBDA Ad Hoc met several times recently, and the EBDA Commission has held a number of EBDA JPA Workshops. Two of the main concepts under consideration propose modifications to governance and overage charges in the event there is usage of the EBDA line above the agreed upon amount for a given agency. The proposed governance modification would require a 3/5ths vote with a requirement that the three votes comprise at least 51% of capacity.

### **GENERAL MANAGER'S REPORT:**

General Manager Eldredge reported the following:

- The next EBDA JPA Workshop will be held March 7, 2019.
- General Manager Eldredge noted Director Fernandez would be unavailable until further notice, and wished him a speedy recovery.

### **OTHER BUSINESS:**

There was no other business

## **ADJOURNMENT:**

The meeting was adjourned at 7:33 p.m. to a Special Meeting in the Boardroom on Tuesday, March 5, 2019, at 5:30 p.m. The Board will then adjourn to the next Regular Meeting in the Boardroom on Monday, March 11, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

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REGINA McEVOY  
BOARD CLERK

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JENNIFER TOY  
SECRETARY

APPROVED:

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ANJALI LATHI  
PRESIDENT

Adopted this 11<sup>th</sup> day of March 2019

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** March 4, 2019

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 6 – Regular Meeting of March 11, 2019  
Information Item: **Monthly Operations Report for January 2019**

**Background**

Attached are Monthly Operations Reports for January 2019. Staff is available to answer questions regarding information contained in the report.

**Work Group Managers**

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

**ODOR COMPLAINTS:**

During the month of January 2019, there were no odor complaints received by the Collection System.

**SAFETY:**

- The Safety Committee went to Sacramento Regional to collect information and best practices for large construction projects.
- Fremont Fire Department was audited by the State for hazardous materials management. USD was requested to provide updated information.
- We received our 2018 injury information from York and have posted the data for all employees to see as required.

## **STAFFING & PERSONNEL:**

### **Completed Recruitments Resulting in Promotions:**

- Storekeeper II (replacement for Paul Johnson) – Zeke Kull – Promotion 1/19/19
- Storekeeper I (replacement for Zeke Kull – promotion) – Rick Lebon – Promotion 1/19/19

### **Other Completed Recruitments:**

- Collection System Worker I (replacement for Steve Novak – Temporary Reassignment) – Walker Rollins to start 2/11/19.
- Receptionist (replacement for Brienne Estrada – Probationary Termination) – Emily Chandler-Perez to start 2/12/19.

### **Recruitments Opened:**

- Collection System Worker I (replacement for Rick Lebon – Promotion)
- Mechanic I/II (replacement for Mat Grabowski – Retirement)

### **Continuing Recruitments:**

- Collection Services Trainer (replacement for Tom Herlihy – Retirement)
- Environmental Compliance Inspector I/II (replacement for Jason Yeates – Promotion)

### **Other Accomplishments:**

- Contract negotiations on-going.
- Human Resources staff attended Public Sector Labor and Employment Law Update.

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

- Attended the East Bay Dischargers Authority (EBDA) Managers Advisory Committee meeting
- Attended the East Bay Dischargers Authority Meeting
- Attended the East Bay Dischargers Authority Commission JPA Workshop
- Visited the Sacramento Regional Wastewater Plant
- Attended a coordination lunch with Alameda County Water District General Manager
- Participated in EBDA Ad Hoc Meetings

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



## **ODOR REPORT January 2019**

During the recording period from January 01, 2019 through January 31, 2019, there were no odor related service request received by the District.



**Legend**

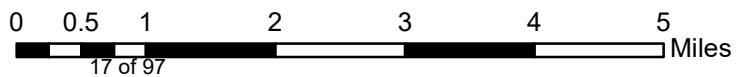
**Odor Complaints: January 2019**

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

**Odor Complaints: Feb. to Dec. 2018**

- ★ Odor found, USD resolved (4)
- Odor found, not related to USD (6)
- ▲ No odor found (15)

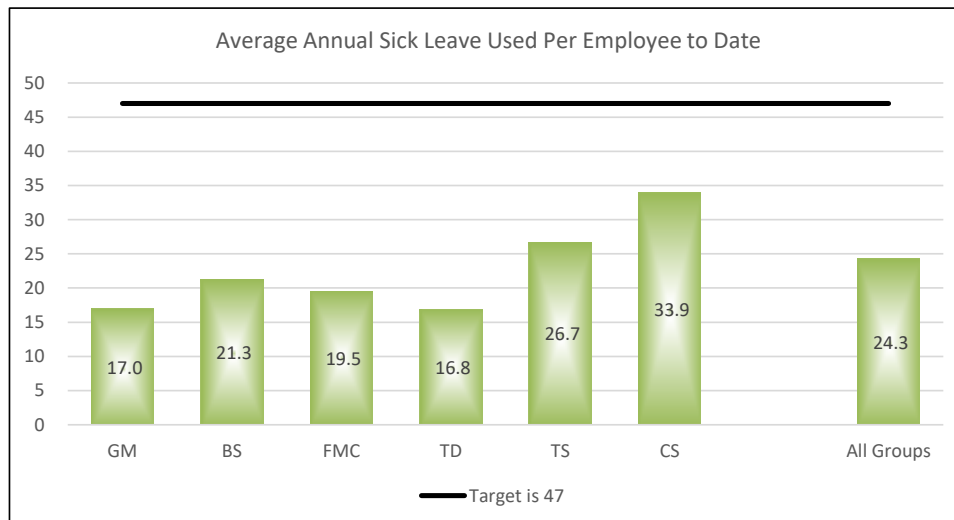
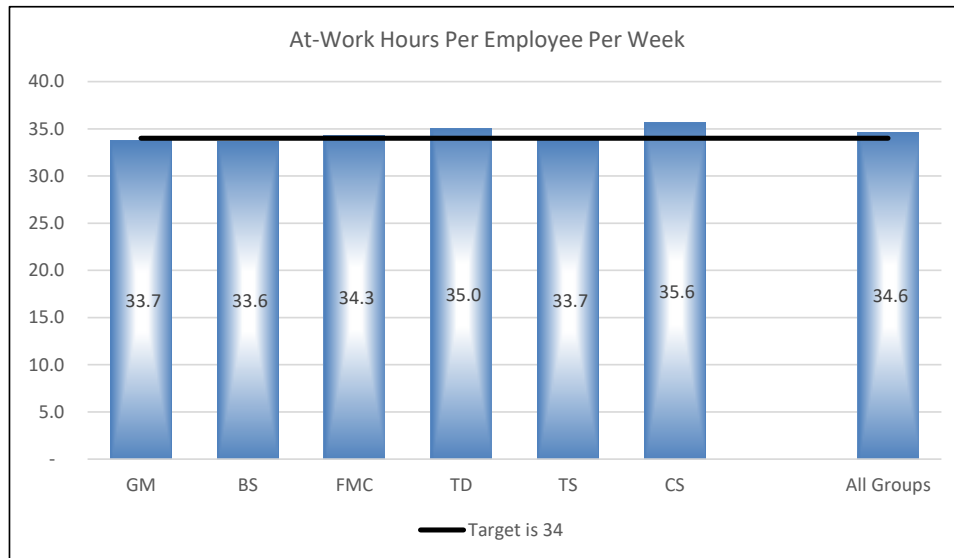
**Location of Odor Reports  
February 2018 to January 2019**



## HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 28, 2018 through January 23, 2019

Weeks to Date: 30 out of 52 (57.69%)



### NOTES

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

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

# **HOURS WORKED AND LEAVE TIME BY WORK GROUP**

**June 28, 2018 through January 23, 2019**

**Weeks to Date: 30 out of 52 (57.69%)**

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS				Average Annual Sick Leave Used Per Employee To Date	FY18		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	1,994.00	20.58	33.7	372.00	-	-	34.00	17.0	2	35.9	18.5
BS	16	16,024.75	28.50	33.6	2,500.42	9.00	-	341.00	21.3	20	35.4	41.0
FMC	28	28,169.50	517.12	34.3	4,859.00	6.03	18.50	546.97	19.5	23	34.2	43.9
TD	26	26,773.39	405.28	35.0	4,104.71	12.38	-	437.37	16.8	26	35.4	61.5
TS	32	32,105.19	123.15	33.7	4,967.89	-	-	854.92	26.7	31	35.4	48.7
CS	30	29,898.78	2,029.97	35.6	5,201.58	243.73	-	1,018.16	33.9	31	35.2	56.0
<b>All Groups</b>	<b>134</b>	<b>135,501.11</b>	<b>3,124.60</b>	<b>34.6</b>	<b>22,005.60</b>	<b>271.14</b>	<b>18.50</b>	<b>3,249.92</b>	<b>24.3</b>	<b>133</b>	<b>35.1</b>	<b>50.5</b>

## **SICK LEAVE INCENTIVE PROGRAM TARGETS**

**≥34**

**≤47**

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

## **NOTES**

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

(2) Overtime hours includes call outs.

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

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

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

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

# BUDGET AND FINANCE REPORT

FY 2019

Year-to-date as of 1/31/19

58% of year elapsed

## Revenues

	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/18
Capacity Fees	\$ 16,211,521	\$ 8,740,860	54%	\$ 23,623,947
Sewer Service Charges	57,016,142	29,278,289	51%	54,260,096
Operating (Work Groups)	1,326,550	694,086	52%	1,512,908
Interest	650,000	1,455,297	224%	1,436,168
Misc. (LAVWMA, Admin Fines, Forfeited Deposits)	250,000	942,361	377%	118,962
Subtotal Revenues	<u>\$ 75,454,213</u>	<u>\$ 41,110,893</u>	<u>54%</u>	<u>\$ 80,952,081</u>
SRF Loan Proceeds	-	-		456,642
<b>Total Revenues + SRF Proceeds</b>	<b>\$ 75,454,213</b>	<b>\$ 41,110,893</b>	<b>54%</b>	<b>\$ 81,408,723</b>

## Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 3,150,000	\$ 741,349	24%	\$ 2,555,801
Renewal & Repl. Proj.	6,142,500	2,528,284	41%	5,149,632
Operating	39,162,656	20,777,789	53%	38,749,578
Special Projects	1,410,000	346,049	25%	914,943
Retiree Medical (ADC)	626,089	663,642	106%	514,807
Vehicle & Equipment	660,201	610,397	92%	552,020
Information Systems	712,300	408,574	57%	154,654
Plant & Pump Stat. R&R	500,000	101,482	20%	219,622
Emerg. Fund	-	-	0%	-
Pretreatment Fund	7,000	1,746	25%	2,076
Cty Fee for SSC Admin.	107,000	54,172	51%	107,581
Debt Servicing:				
SRF Loans	3,902,080	3,127,140	80%	4,282,954
<b>Total Expenses</b>	<b><u>\$ 56,379,826</u></b>	<b><u>\$ 29,360,623</u></b>	<b><u>52%</u></b>	<b><u>\$ 53,203,669</u></b>
<b>Total Revenue &amp; Proceeds less Expenses</b>	<b>\$ 19,074,387</b>	<b>\$ 11,750,270</b>		<b>28,205,054</b>

## Operating (Work Group) Expenses

	Budget	Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 179,111	\$ 77,093	43%	\$ 138,798
General Manager/Admin.	1,043,506	441,861	42%	817,042
Business Services	3,762,036	1,763,039	47%	5,039,969
Collection Services	6,888,191	3,707,779	54%	7,208,772
Technical Services	6,347,451	3,422,702	54%	6,690,818
Treatment & Disposal Services	12,025,839	6,312,777	52%	11,569,991
Fabrication, Maint. & Construction	8,264,514	4,567,658	55%	6,753,251
Non-Departmental	652,008	484,880	74%	530,937
Total	<u>\$ 39,162,656</u>	<u>\$ 20,777,789</u>	<u>53%</u>	<u>\$ 38,749,578</u>

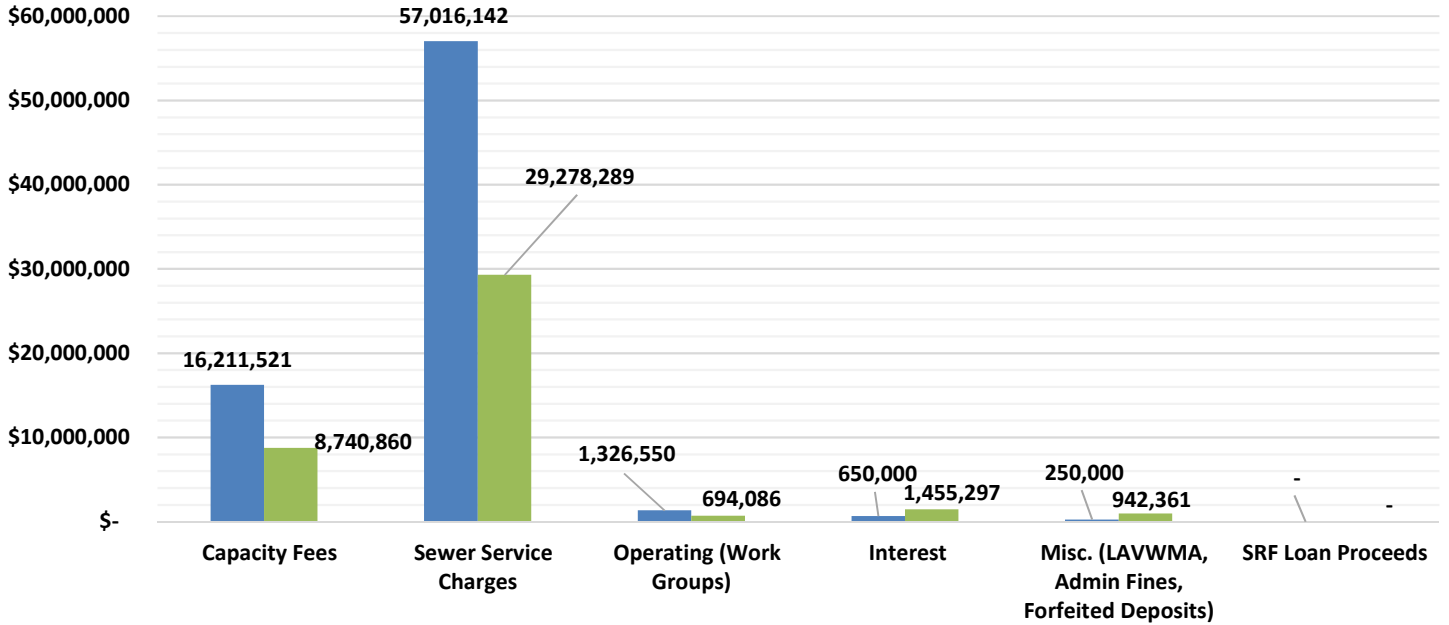
## Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 26,614,085	\$ 14,317,363	54%	\$ 28,073,162
Repairs & Maintenance	2,256,450	1,255,593	56%	2,166,967
Supplies & Matls (chemicals, small tools)	3,182,740	1,461,417	46%	2,398,715
Outside Services (utilities, biosolids, legal)	6,764,691	3,703,892	55%	5,942,890
Fixed Assets	344,690	39,524	11%	167,845
Total	<u>\$ 39,162,656</u>	<u>\$ 20,777,789</u>	<u>53%</u>	<u>\$ 38,749,578</u>

**REVENUES AND EXPENSES REPORT**  
as of 1/31/19

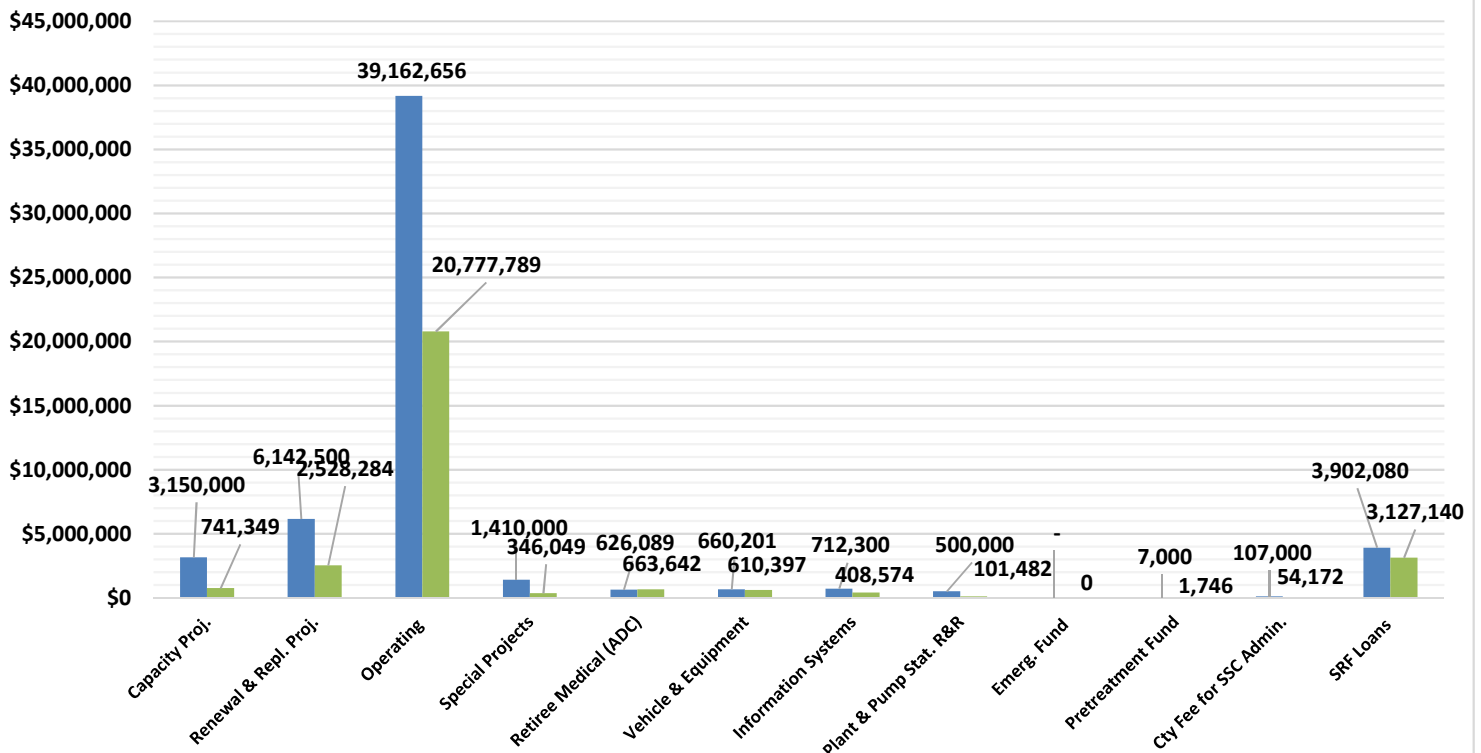
## Total Revenues

■ Budget ■ Actual



## Total Expenses

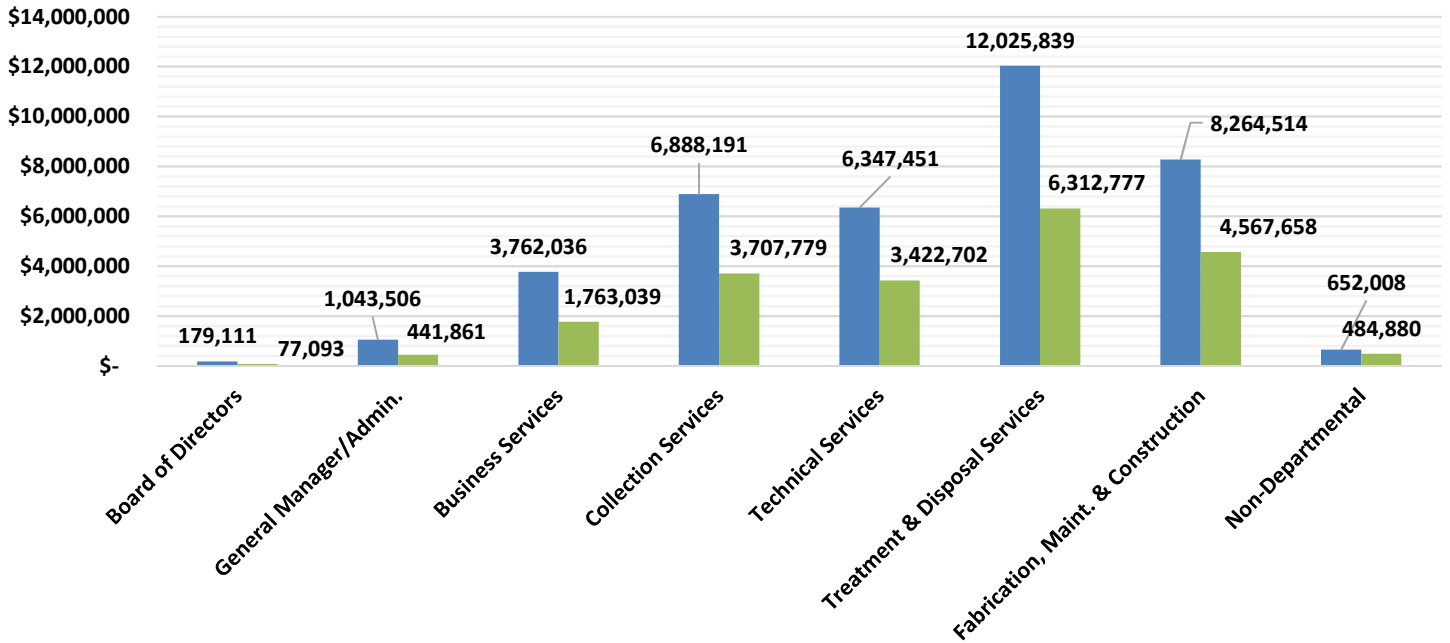
■ Budget ■ Actual



**REVENUES AND EXPENSES REPORT**  
as of 1/31/19

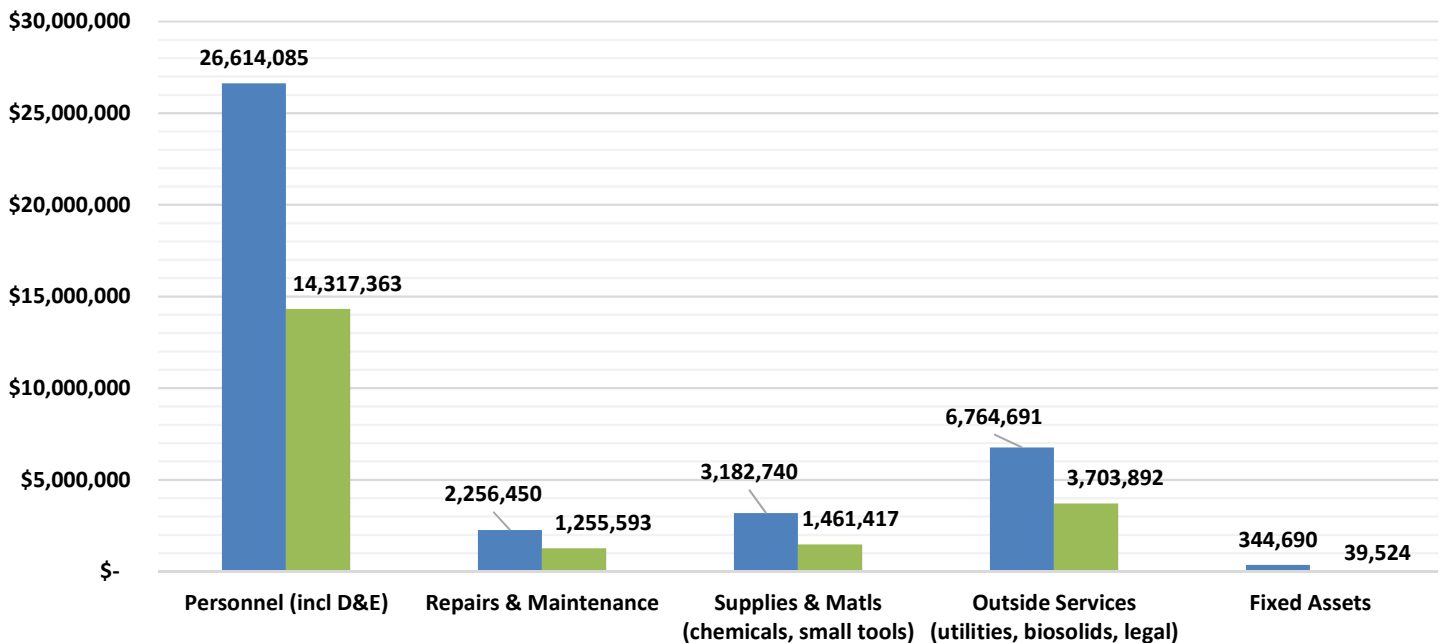
## Operating Expenses by Work Group

■ Budget ■ Actual



## Operating Expenses by Type

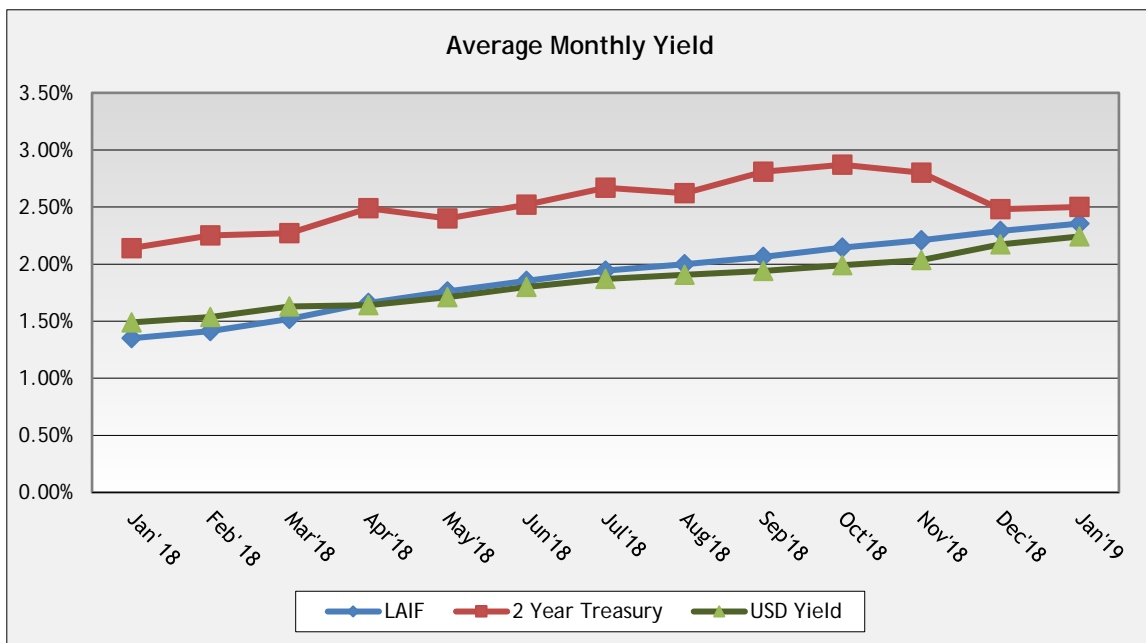
■ Budget ■ Actual



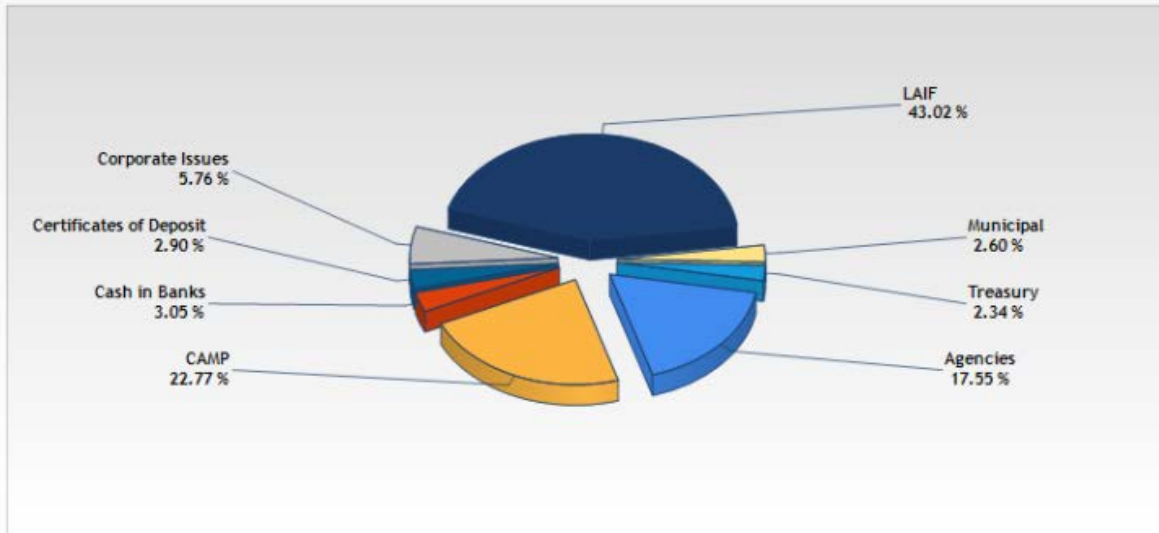
**Business Services Group**  
**January 2019**

- Participated in Alameda County Local Agency Formation Commission (LAFCO) profile update
- Completed Storekeeper I and II recruitments
- Assisted in revision of SRF loan applications to SWRCB
- Completed various staff trainings (seminars, webinars, conferences by functional area)

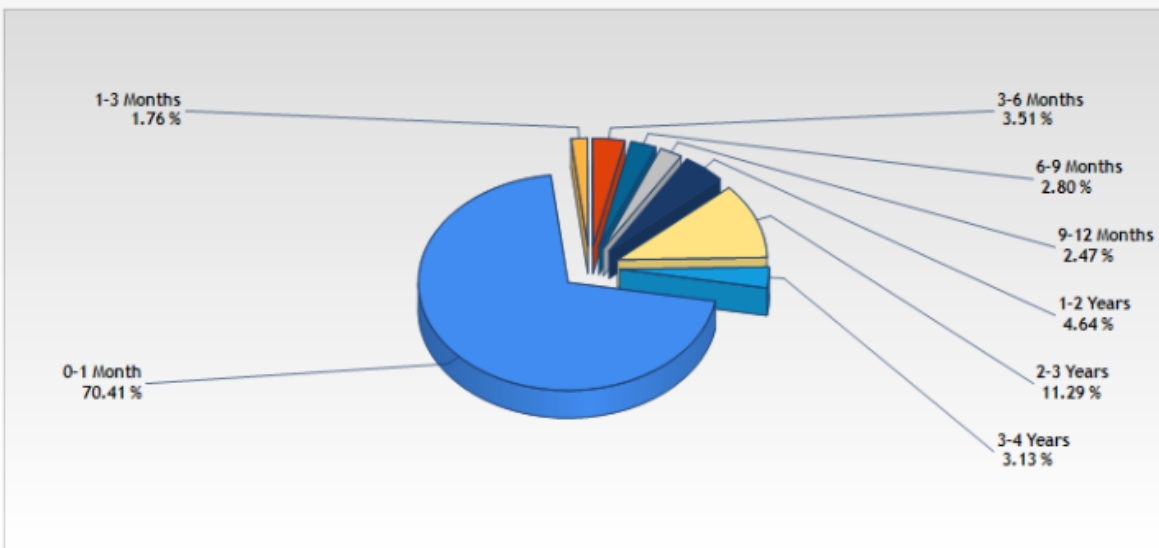
**Performance Measures for the USD Investment Portfolio**



Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	90,235,478.73	2.402	90,240,918.73	2	70.41	90,234,048.73	90,235,674.01	0.01
1-3 Months	2,248,000.00	1.239	2,252,480.00	72	1.76	2,243,445.52	2,248,344.62	0.20
3-6 Months	4,498,000.00	1.229	4,494,560.00	127	3.51	4,479,070.89	4,497,697.65	0.35
6-9 Months	3,578,000.00	1.548	3,584,650.00	235	2.80	3,554,817.76	3,579,440.95	0.64
9-12 Months	3,160,000.00	1.642	3,165,756.57	305	2.47	3,135,565.20	3,161,177.95	0.83
1-2 Years	5,746,000.00	2.013	5,947,787.56	575	4.64	5,738,424.91	5,826,606.35	1.54
2-3 Years	14,491,000.00	2.063	14,475,150.00	899	11.29	14,294,758.40	14,482,752.97	2.41
3-4 Years	3,989,000.00	2.424	4,012,279.67	1,151	3.13	3,956,173.41	4,003,959.69	3.03
<b>TOTAL / AVERAGE</b>	<b>127,945,478.73</b>	<b>2.242</b>	<b>128,173,582.53</b>	<b>185</b>	<b>100</b>	<b>127,636,304.82</b>	<b>128,035,654.19</b>	<b>0.50</b>

Union Sanitary District  
 Portfolio Holdings  
 Board Report - Holdings  
 Report Format: By Transaction  
 Group By: Asset Class  
 Average By: Cost Value  
 Portfolio / Report Group: All Portfolios  
 As of 1/31/2019

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Agencies</b>											
FFCB 1.17 5/16/2019-17	3133EF7L5	Moodys-Aaa	5/16/2016	1,000,000.00	1,000,000.00	1.170	996,560.00	1.170		5/16/2019	0.78
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	990,010.00	1.360		11/25/2019	0.78
FFCB 1.35 6/24/2019	3133EEZ60	Moodys-Aaa	5/24/2017	1,000,000.00	1,003,480.00	1.350	996,600.00	1.180		6/24/2019	0.78
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	989,690.00	1.590		3/23/2020	0.78
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	981,450.00	1.700		5/3/2021	0.78
FHLB 1.375 2/28/2019-17	3130ABEH5	Moodys-Aaa	5/30/2017	1,000,000.00	1,000,000.00	1.375	999,240.00	1.375		2/28/2019	0.78
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	985,560.00	1.930		12/21/2020	0.78
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	981,830.00	2.000	4/26/2019	10/26/2021	0.78
FHLB 2.05 12/29/2021-17	3130AAET1	Moodys-Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	985,530.00	2.050	3/29/2019	12/29/2021	0.78
FHLB 2.4 12/22/2021-17	3130AAHC5	None	12/22/2016	1,000,000.00	1,000,000.00	2.400	991,680.00	2.400		12/22/2021	0.78
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	995,970.00	2.114	4/28/2019	4/28/2021	0.78
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.500	991,080.00	2.021		4/28/2021	0.78
FHLMC 1.25 10/28/2019-17	3134G8XQ7	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	990,360.00	1.250		10/28/2019	0.78
FHLMC 1.4 6/14/2019-17	3134GBRH7	Moodys-Aaa	6/14/2017	1,000,000.00	1,000,000.00	1.400	996,070.00	1.400		6/14/2019	0.78
FHLMC 1.41 4/26/2019-18	3134GBEG3	None	4/26/2017	1,000,000.00	1,000,000.00	1.410	997,560.00	1.410		4/26/2019	0.78
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	989,360.00	1.500	3/30/2019	12/30/2019	0.78

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
FHLMC 1.5 9/9/2019-18	3134GA7A6	Moodys-Aaa	5/10/2017	1,000,000.00	1,000,000.00	1.500	993,850.00	1.500		9/9/2019	0.78
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	982,700.00	2.000	3/30/2019	12/30/2021	0.78
FHLMC Step 4/28/2021-16	3134G8VZ9	Moodys-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,472,125.00	2.116		4/28/2021	1.95
FHLMC Step 4/28/2021-16	3134G8ZZ8	Moodys-Aaa	5/10/2016	1,000,000.00	999,500.00	1.500	991,340.00	2.044	4/28/2019	4/28/2021	0.78
FNMA 1.5 6/16/2021-16	3136G3QX6	Moodys-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	972,600.00	1.604	3/16/2019	6/16/2021	0.78
<b>Sub Total / Average</b>				<b>22,500,000.00</b>	<b>22,495,930.00</b>	<b>1.586</b>	<b>22,271,165.00</b>	<b>1.728</b>			<b>17.55</b>
<b>CAMP</b>											
CAMP LGIP	LGIP4000	None	5/31/2011	29,181,281.56	29,181,281.56	2.620	29,181,281.56	2.620	N/A	N/A	22.77
<b>Sub Total / Average</b>				<b>29,181,281.56</b>	<b>29,181,281.56</b>	<b>2.620</b>	<b>29,181,281.56</b>	<b>2.620</b>			<b>22.77</b>
<b>Cash in Banks</b>											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	3,911,568.28	3,911,568.28	2.010	3,911,568.28	2.010	N/A	N/A	3.05
<b>Sub Total / Average</b>				<b>3,911,568.28</b>	<b>3,911,568.28</b>	<b>2.010</b>	<b>3,911,568.28</b>	<b>2.010</b>			<b>3.05</b>
<b>Certificates of Deposit</b>											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	245,382.46	1.350		10/28/2019	0.19
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	246,284.61	2.450		4/5/2022	0.19
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	245,018.17	2.150		3/22/2022	0.19
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	244,058.70	2.150		3/10/2022	0.19
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	242,760.36	1.500		10/26/2020	0.19
Comenity Capital 1.25 4/11/2019	20033ASR8	None	10/25/2016	248,000.00	248,000.00	1.250	247,365.52	1.250		4/11/2019	0.19
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	244,844.11	2.250		12/29/2021	0.19
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	None	7/15/2016	249,000.00	249,000.00	1.100	247,156.45	1.100		7/15/2019	0.19
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	245,261.24	1.750		5/29/2020	0.19
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	245,341.66	2.100	3/27/2019	3/29/2021	0.19

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	244,765.61	1.850		5/28/2021	0.19
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	244,837.02	2.250		1/26/2022	0.19
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	244,933.31	1.650		5/29/2020	0.19
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	245,181.93	2.300		2/24/2022	0.19
Wells Fargo Bank 1.15 7/22/2019	9497486R3	None	7/20/2016	249,000.00	249,000.00	1.150	247,134.44	1.150		7/22/2019	0.19
<b>Sub Total / Average</b>				<b>3,720,000.00</b>	<b>3,720,000.00</b>	<b>1.816</b>	<b>3,680,325.59</b>	<b>1.816</b>			<b>2.90</b>

#### Corporate Issues

American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	990,670.00	2.406		3/3/2022	0.79
Barclays Bank PLC Step 4/26/2022-17	06741VR95	Moodys-A1	4/26/2017	1,000,000.00	1,000,000.00	2.750	994,390.00	3.093	4/26/2019	4/26/2022	0.78
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	987,330.00	2.113		5/16/2021	0.78
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,156,195.20	2.004		11/15/2019	0.91
GE Capital International 2.04 11/15/2020	36164QMS4	S&P-AA	3/10/2017	1,000,000.00	1,010,642.28	2.040	976,380.00	1.738		11/15/2020	0.79
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,053,840.00	2.500		8/24/2020	1.71
<b>Sub Total / Average</b>				<b>7,160,000.00</b>	<b>7,382,373.80</b>	<b>3.101</b>	<b>7,158,805.20</b>	<b>2.332</b>			<b>5.76</b>

#### LAIF

LAIF LGIP	LGIP1002	None	4/30/2011	55,142,628.89	55,142,628.89	2.355	55,142,628.89	2.355	N/A	N/A	43.02
<b>Sub Total / Average</b>				<b>55,142,628.89</b>	<b>55,142,628.89</b>	<b>2.355</b>	<b>55,142,628.89</b>	<b>2.355</b>			<b>43.02</b>

#### Municipal

City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	491,880.00	2.125		6/1/2021	0.39
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	S&P-AA-	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,325,225.30	1.843		9/1/2019	1.04
State of California 2.152 4/1/2022	13063DAD0	Moodys-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	990,570.00	1.938		4/1/2022	0.79
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	489,455.00	2.811		8/1/2021	0.38
<b>Sub Total / Average</b>				<b>3,330,000.00</b>	<b>3,336,800.00</b>	<b>2.130</b>	<b>3,297,130.30</b>	<b>2.056</b>			<b>2.60</b>

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Treasury</b>											
T-Note 0.875 5/15/2019	912828R44	None	4/26/2017	1,000,000.00	993,080.00	0.875	995,550.00	1.217		5/15/2019	0.77
T-Note 1.283 3/31/2019	912828SN1	None	2/22/2017	1,000,000.00	1,004,480.00	1.283	998,520.00	1.067		3/31/2019	0.78
T-Note 1.5 2/28/2019	912828C24	None	1/9/2017	1,000,000.00	1,005,440.00	1.500	999,330.00	1.241		2/28/2019	0.78
<b>Sub Total / Average</b>				<b>3,000,000.00</b>	<b>3,003,000.00</b>	<b>1.221</b>	<b>2,993,400.00</b>	<b>1.175</b>			<b>2.34</b>
<b>Total / Average</b>				<b>127,945,478.73</b>	<b>128,173,582.53</b>	<b>2.265</b>	<b>127,636,304.82</b>	<b>2.242</b>			<b>100</b>

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

Reviewer:

Approver:

Union Sanitary District  
 Transactions Summary  
 Board Report - Activity  
 Group By: Action  
 Portfolio / Report Group: All Portfolios  
 Begin Date: 12/31/2018, End Date: 01/31/2019

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
<b>Deposit</b>								
CAMP LGIP	LGIP4000	64,849.97	64,849.97	0.00	N/A	0.000	1/31/2019	64,849.97
LAIF LGIP	LGIP1002	349,218.03	349,218.03	0.00	N/A	0.000	1/15/2019	349,218.03
Union Bank Cash	LGIPUNIONBANK	3,911,568.28	3,911,568.28	0.00	N/A	0.000	1/31/2019	3,911,568.28
<b>Sub Total / Average</b>		<b>4,325,636.28</b>	<b>4,325,636.28</b>	<b>0.00</b>				<b>4,325,636.28</b>
<b>Interest</b>								
CAMP LGIP	LGIP4000	0.00	0.00	64,849.97	N/A	0.000	1/31/2019	64,849.97
Comenity Capital 1.25 4/11/2019	20033ASR8	0.00	0.00	263.29	1.250	0.000	1/11/2019	263.29
FHLB 1.24 1/23/2019-18	3130AAN20	0.00	0.00	6,200.00	1.240	0.000	1/23/2019	6,200.00
JP Morgan Chase Bank 1.1 7/15/2019	48125Y5L4	0.00	0.00	690.38	1.100	0.000	1/15/2019	690.38
LAIF LGIP	LGIP1002	0.00	0.00	349,218.03	N/A	0.000	1/15/2019	349,218.03
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	370.09	1.750	0.000	1/30/2019	370.09
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	391.24	1.850	0.000	1/31/2019	391.24
State Bank of India 2.25 1/26/2022	8562846A7	0.00	0.00	2,801.59	2.250	0.000	1/28/2019	2,801.59
Summit Community Bank 1.65 5/29/2020	86604XLT1	0.00	0.00	348.94	1.650	0.000	1/31/2019	348.94
Wells Fargo Bank 1.15 7/22/2019	9497486R3	0.00	0.00	243.20	1.150	0.000	1/22/2019	243.20
<b>Sub Total / Average</b>		<b>0.00</b>	<b>0.00</b>	<b>425,376.73</b>				<b>425,376.73</b>
<b>Matured</b>								
FHLB 1.24 1/23/2019-18	3130AAN20	1,000,000.00	1,000,000.00	0.00	1.240	0.000	1/23/2019	1,000,000.00
<b>Sub Total / Average</b>		<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>0.00</b>				<b>1,000,000.00</b>
<b>Withdraw</b>								
LAIF LGIP	LGIP1002	3,000,000.00	3,000,000.00	0.00	N/A	0.000	1/24/2019	3,000,000.00
Union Bank Cash	LGIPUNIONBANK	5,222,938.69	5,222,938.69	0.00	N/A	0.000	1/30/2019	5,222,938.69
<b>Sub Total / Average</b>		<b>8,222,938.69</b>	<b>8,222,938.69</b>	<b>0.00</b>				<b>8,222,938.69</b>

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

**For Period Ended 12/31/18**

<b>Fund Balance 9/30/18:</b>	<b>(\$352,637.40)</b>
------------------------------	-----------------------

**Revenues:**

**Expenses:**

Quarterly Net Medical Reimbursements	(112,635.17)
--------------------------------------	--------------

**Transfers Out:**

12/14/18 CalPERS OPEB Trust Actuarially Determined Contrib. (ADC) (payment #2 of 4)	(220,133.25)
--	--------------

<b>Ending Fund Balance 12/31/18:</b>	<b>(\$685,405.82)</b>
--------------------------------------	-----------------------



**Market Value Summary:**

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$6,085,361.44	\$5,786,838.94
Contribution	220,133.25	440,266.50
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	(373,662.75)	(294,013.45)
Administrative Expenses	(726.31)	(1,454.17)
Investment Expense	(531.04)	(1,063.23)
Other	0.00	0.00
Ending Balance	\$5,930,574.59	\$5,930,574.59
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	0.00
Grand Total	\$5,930,574.59	\$5,930,574.59

**Unit Value Summary:**

	QTD Current Period	Fiscal Year to Date
Beginning Units	373,643.306	360,093.033
Unit Purchases from Contributions	14,213.286	27,763.559
Unit Sales for Withdrawals	0.000	0.000
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	387,856.592	387,856.592
Period Beginning Unit Value	16.286553	16.070400
Period Ending Unit Value	15.290638	15.290638

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

Statement of Transaction Detail for the Quarter Ending 12/31/2018

Union Sanitary District

Entity #: SKB7-6011550262



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
12/14/2018	Contribution	\$220,133.25	\$15.487851	14,213.286	WIRE 2018121400146 278	

Client Contact:  
CERBT4U@CalPERS.ca.gov

<p><b>MONTHLY OPERATIONS REPORT FOR THE MONTH OF JANUARY 2019</b></p> <p><b>TECHNICAL SUPPORT WORK GROUP SUMMARY</b></p>
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**Capital Improvement Program**

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

**Sludge Degritter System Project** – Fabrication of the Slurry cup replacement in progress.

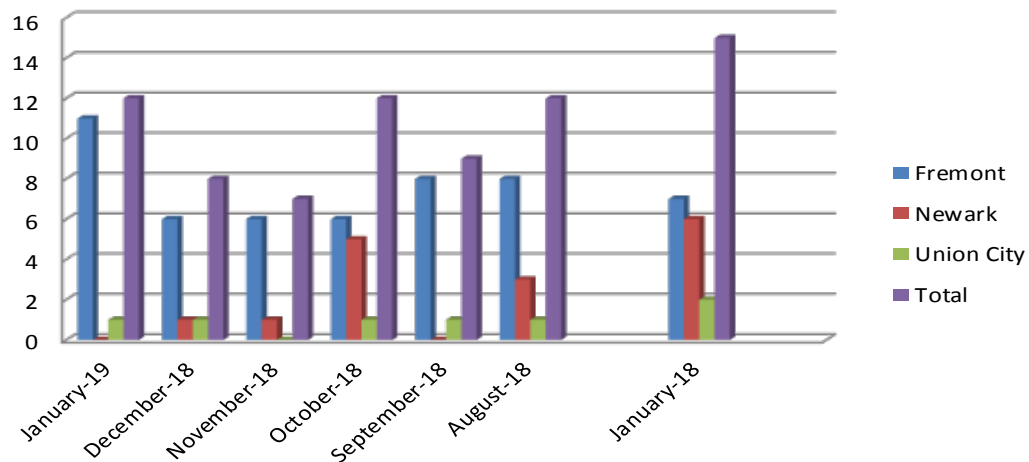
**Primary Digester No. 3 Rehabilitation Project** – Contractor continues with mixing piping installation inside the digester.

**Cast Iron/Piping Lining Project Phase 7** – Project accepted at the January 14<sup>th</sup> Board meeting.

## Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

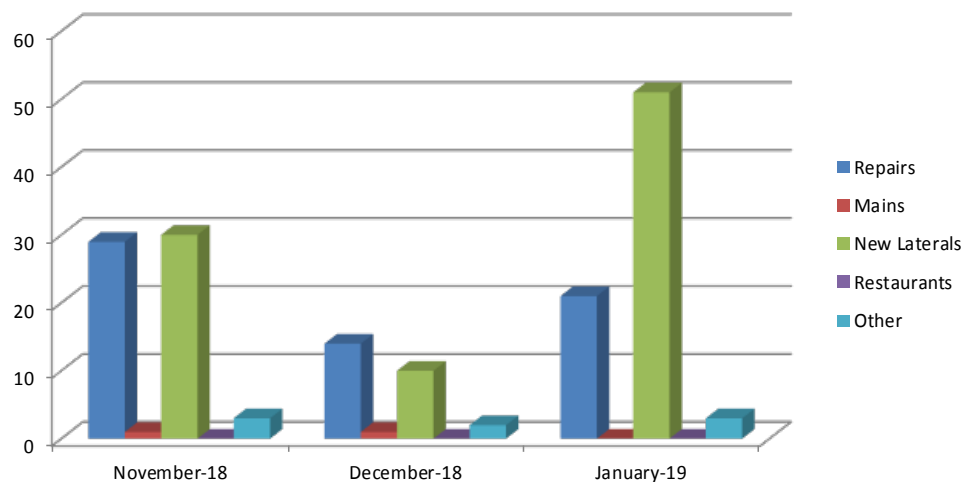
Month	Fremont	Newark	Union City	Total
January-19	11	0	1	12
December-18	6	1	1	8
November-18	6	1	0	7
October-18	6	5	1	12
September-18	8	0	1	9
August-18	8	3	1	12
January-18	7	6	2	15
6-Month Total				60



## Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
January-19	21	0	51	0	3
December-18	14	1	10	0	2
November-18	29	1	30	0	3

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



## **Communication**

- Social Media posts:
  - Don't wash your car in the driveway
  - Don't flush pet waste/poop bags
  - Only rain down the storm drain
  - Martin Luther King holiday closure info
  - Avoid triclosan and antibacterial soaps and cleaners
  - Is your dentist a USD Pollution Prevention Partner?
  - FMC Mechanic I/II recruitment
  - Northeast Ohio Regional Sewer District frozen aeration basin "fountain"
- Continued activities regarding District Branding initiative
- Continued development activities for Homeowner Lateral video
- Participated in Chamber of Commerce Board activities and community events as Director and Past-President

## **Environmental Compliance**

### **Pollution Prevention/Stormwater Programs**

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

During the past month, the EC team conducted 73 Stormwater (Urban Runoff), and 41 FOG (restaurant) inspections. During this reporting period, Inspectors identified 12 Stormwater and 5 FOG enforcement actions. Ten (10) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$500. Two (2) of the administrative fines was for an illicit discharge and eight were for repeated violations.

### **Urban Runoff Inspections and Enforcements**

January 2019	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	
	73	2	0	0	10	0	12	% enforcement	16%

### **FOG Inspections and Enforcements**

January 2019	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% Enforcement	12%
	41	1	4	0	0	0	5		

*Enforcements:*

*VW – Verbal Warning*

*AF – Administrative Fine*

*AO – Administrative Order*

*WL – Warning Letter*

*LA – Legal Action*

*C&D – Cease & Desist Order*

*NOV – Notices of Violation*

*NOD – Notice of Deficiency*

*SNC – Significant Non-Compliance*

**Dental Inspections, School Outreach, and Plant Tours**

# of Dental Inspections	# of School Outreach Events	# of Plant Tours
4	21	None

**Industrial Pretreatment**

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

**Pending Permits**

New Industrial/Groundwater Permits	Groundwater/Temporary
N7K (Neuralink)-Industrial/Pending	
Silicon Valley RODI Services-Industrial/Pending	
FMC Corporation	Groundwater (Reissue)
McGuire and Hester	Groundwater (Reissue)

**Permits Issued**

Company Name	Date Permit Issued
None	

**Industrial Permit Closures**

Company Name	Date of Closure
None	

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

Report Name	Date Report Completed and Submitted
City of Fremont Quarterly Billing for FY 19 – 2 <sup>nd</sup> Quarter	January 18, 2019

**Enforcement Action**

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

(1) WL – Warning Letter

C&D – Cease and Desist Order

NOV – Notices of Violation

SNC – Significant Non-Compliance

AO – Administrative Order

EM – Enforcement Meeting

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

Activity	Date of Event	Attendees
BAPPG Steering Committee	01/07/19	Doug Dattawalker
Meds Coalition	01/07/19	Doug Dattawalker

### **Engineering/Construction**

No. of projects under construction: 4

	<b>Construction Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for January 2019 Activities</b>
1.	Fremont and Paseo Padre LS Improvement – Derek	\$2,801	10/16	100%	100%	Project closeout in progress.
2.	Sludge Degritter System Project – Kevin	\$1,436	06/19	95%	100%	Fabrication of the slurry cup replacement in progress.
3.	Primary Digester No. 3 Rehabilitation – Derek	\$2,410	03/19	76%	88%	Mixing pipes installation inside the digester continues.
4.	Cast Iron/Piping Lining Phase VII – Andrew	\$291	11/18	100%	100%	Project accepted at the January 14 <sup>th</sup> Board meeting.

## **Design/Study**

No. of projects in design/study phase: 16

	<b>Design/Study Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for January 2019 Activities</b>
1.	Cathodic Protection System Project – Thomas	\$79	08/18	98%	100%	100% design submittal under review.
2.	Newark Basin Masterplan – Andrew	\$318	08/19	74%	65%	Flow study underway. Consultant provided review of the preliminary flow monitoring data.
3.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$2,019	08/19	25%	25%	50% design submittal and generator pre-selection specifications in progress.
4.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	55%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs.
5.	Emergency Outfall Improvements Project – Andrew	\$356	04/19	82%	84%	Submitted application for lease agreement with the State Lands Commission. Completed the 1 <sup>st</sup> of 4 biological surveys.
6.	Primary Digester No. 7 Project – Curtis	\$1,904	06/19	80%	77%	Incorporation of design modifications from value engineering effort and design of 2.4-million-gallon tank in progress. 90% design submittal to be completed in February.
7.	Plant Master Plan – Raymond/Curtis	\$510	04/19	71%	92%	Preliminary layout/site plan review meeting occurred on January 28 <sup>th</sup> . Planning level cost estimates to be completed in March.
8.	Effluent Management Study – Curtis	\$155	03/18	92%	100%	Study to incorporate results from Secondary Treatment Process Improvements.
9.	Odor Control Alternatives Study – Kevin	\$465	04/19	70%	70%	Preparation of draft odor study report in progress. Plant assessment and calculation of pump station emissions in progress.
10.	Headworks Screen No. 3 Project – Thomas	\$215	03/19	95%	90%	Review of 90% design submittal complete. 100% design submittal in progress.

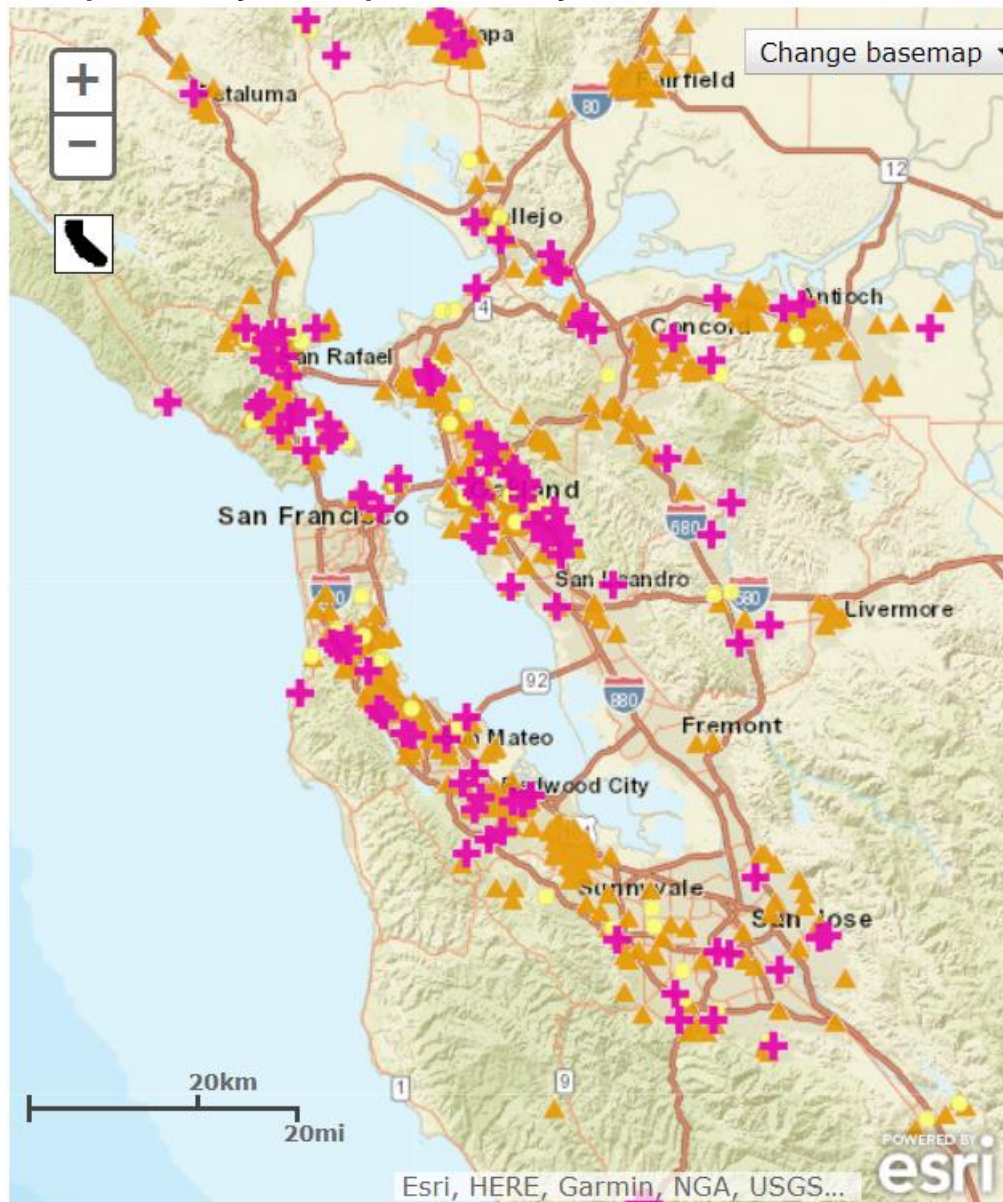
	<b>Design/Study Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for January 2019 Activities</b>
11.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	04/19	60%	68%	Review of 50% design submittal complete. 90% design submittal in progress.
12.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	75%	70%	Received 100% design submittal.
13.	Control Box No. 1 Improvements Project – Kevin	\$229	05/19	50%	50%	Condition assessment of CB1 completed. Evaluation of design alternatives in progress.
14.	WAS Thickener Replacement Project – Curtis	\$284	05/19	27%	40%	Preliminary design in progress. Alternative Selection Workshop occurred on January 22 <sup>nd</sup> .
15.	Newark Equalization Storage Facilities Project – Somporn	\$347	06/19	5%	10%	Predesign phase Kickoff Meeting held.
16.	Centrifuge Building Improvements Project – Somporn	\$184	06/19	5%	10%	Predesign phase Kickoff Meeting is scheduled in February.

## COLLECTION SERVICES ACTIVITIES REPORT January 2019

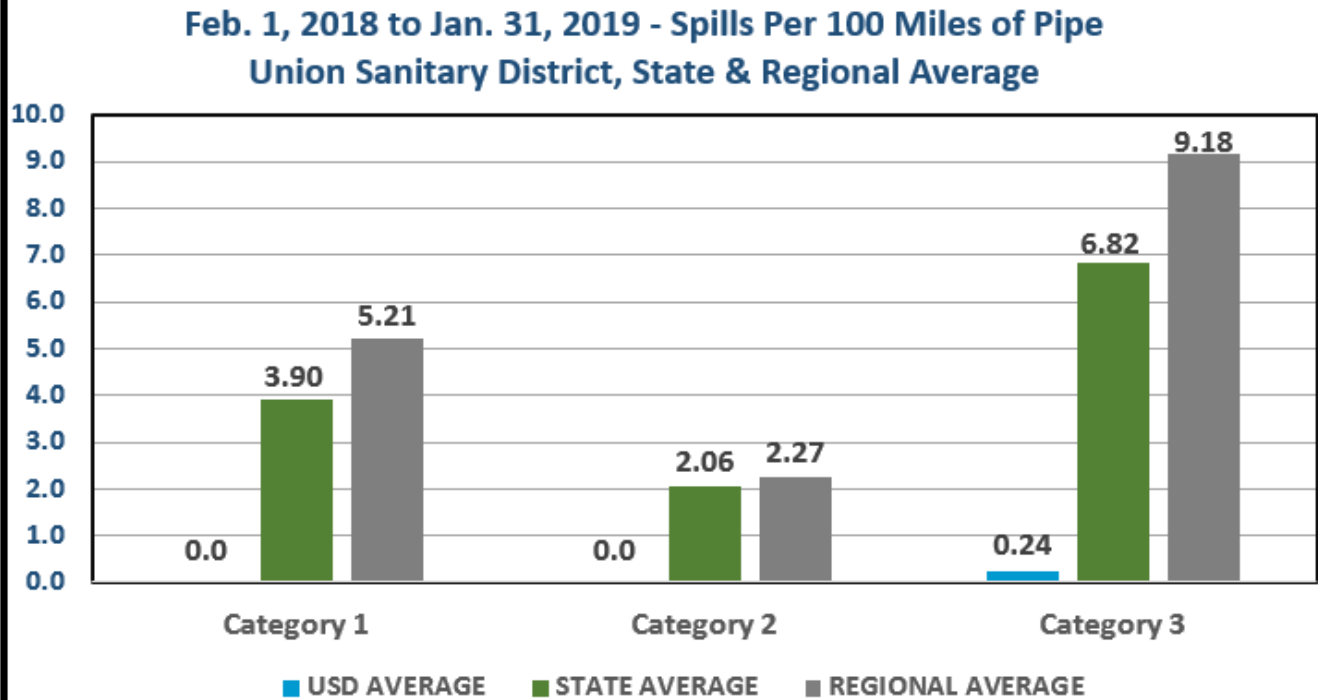
### Progress/Accomplishments

- Zero Spills in January.
- Completed 15.6 miles of sewer main cleaning in January.
- Completed 7.5 miles of sewer main inspection in January.
- Responded to 15 service request calls in January.
- Completed a total of 22 sewer main repairs in January.

### Reported Bay Area Spills February 1, 2018 Thru Jan. 31, 2019



## Feb. 1, 2018 to Jan. 31, 2019 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



### Spill Rate Statistics - February 1, 2018 to January 31, 2019

#### Spills per 100 Miles of Pipe

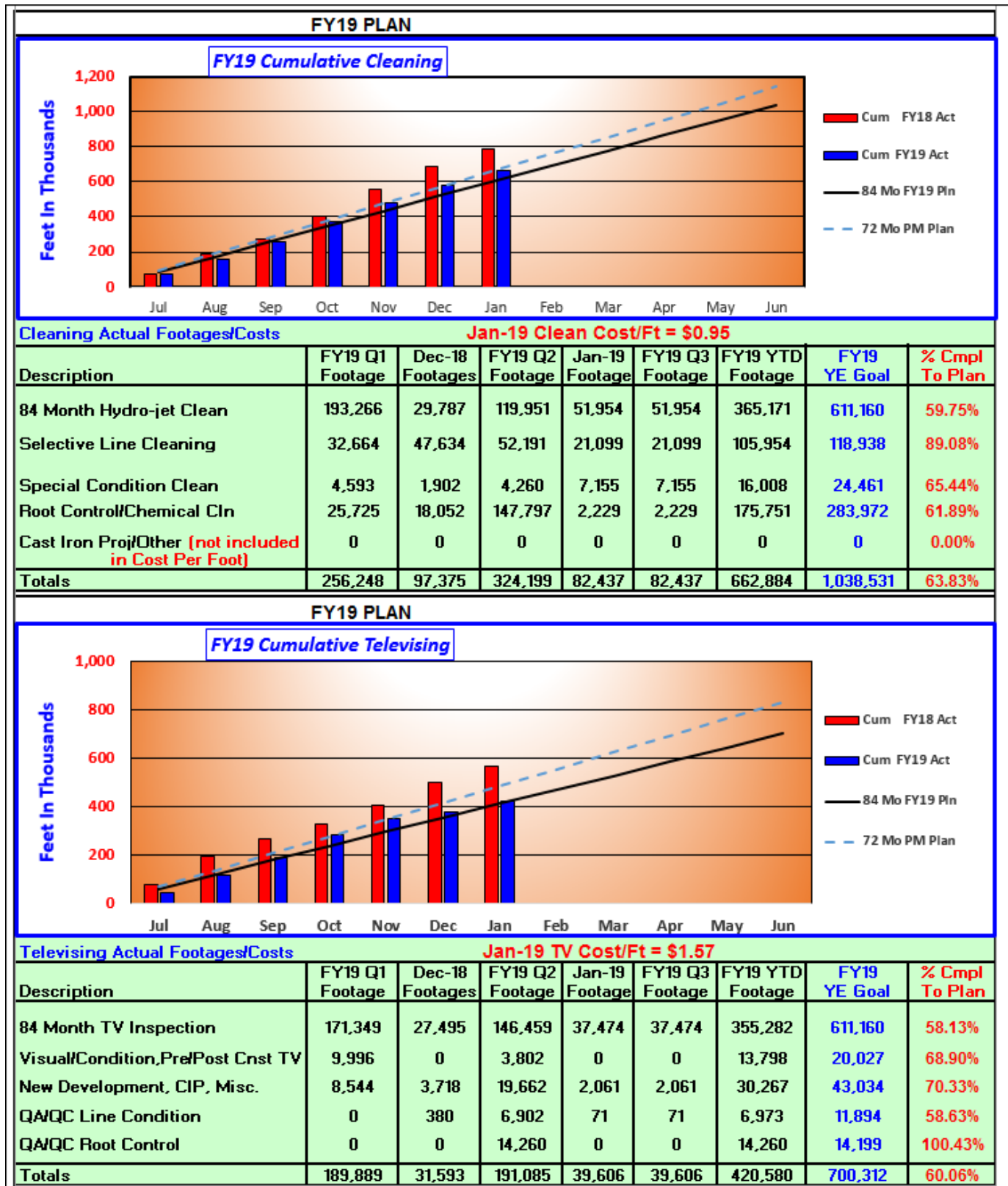
	Category 1	Category 2	Category 3
<b>USD AVERAGE</b>	0.0	0.0	0.24
<b>STATE AVERAGE</b>	3.90	2.06	6.82
<b>REGIONAL AVERAGE</b>	5.21	2.27	9.18

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

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

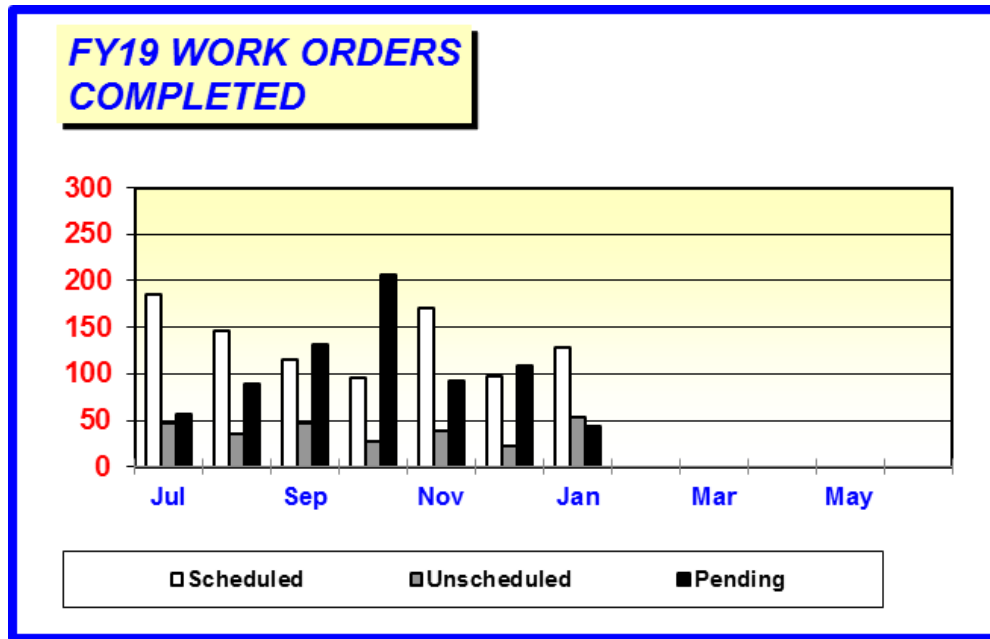
*Category 3 - 1,000 gallons or less, does not reach surface waters, full captured*

## Performance Measures

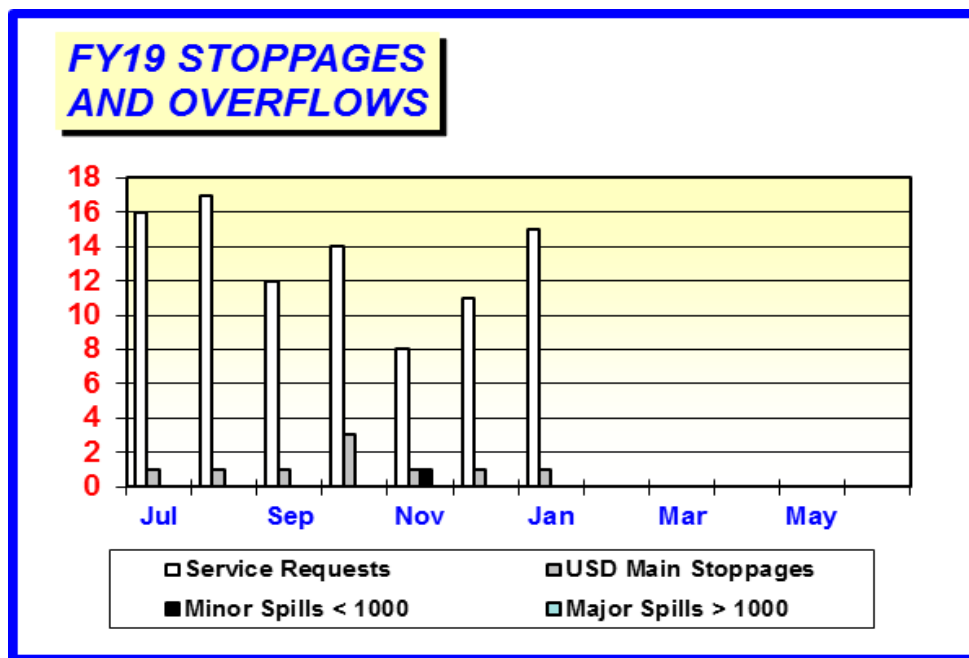


## Other Collection Services Status Data:

### Support Team Work Order Status:



### C/S Maintenance Status:



## Fabrication, Maintenance and Construction Activities Report January 2019

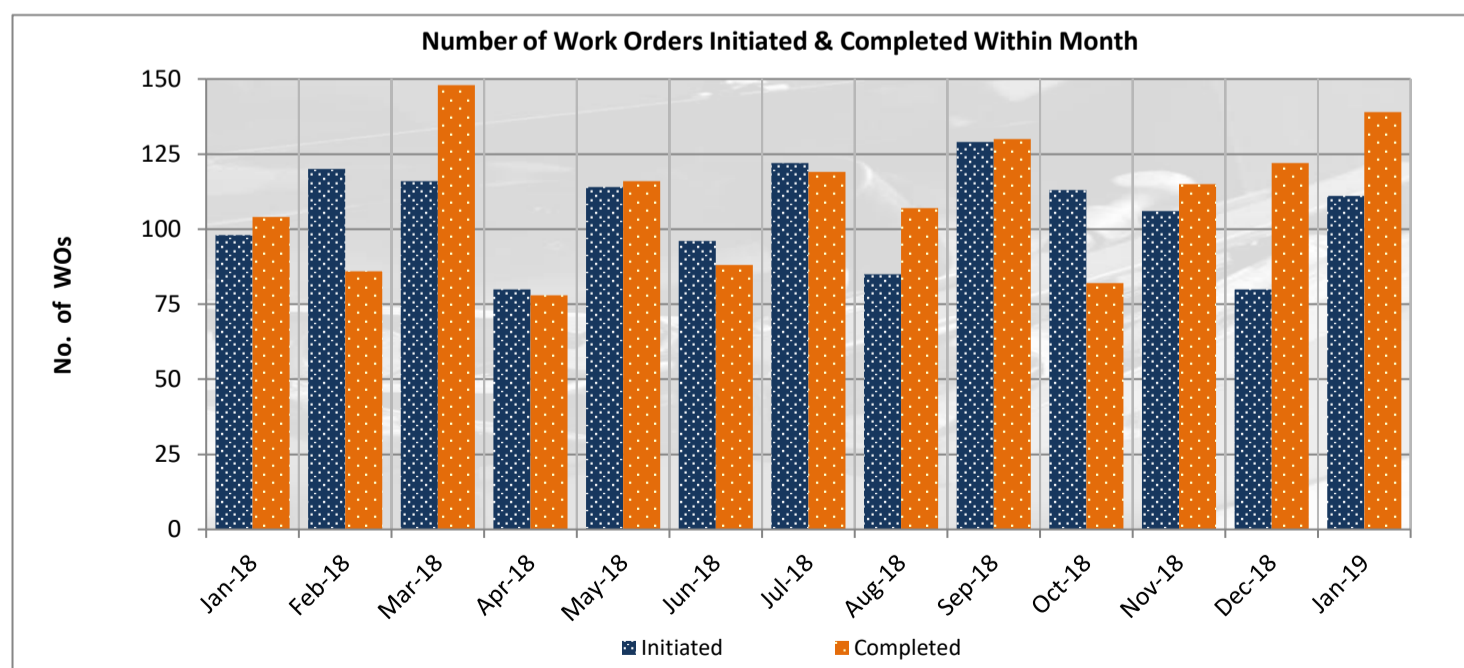
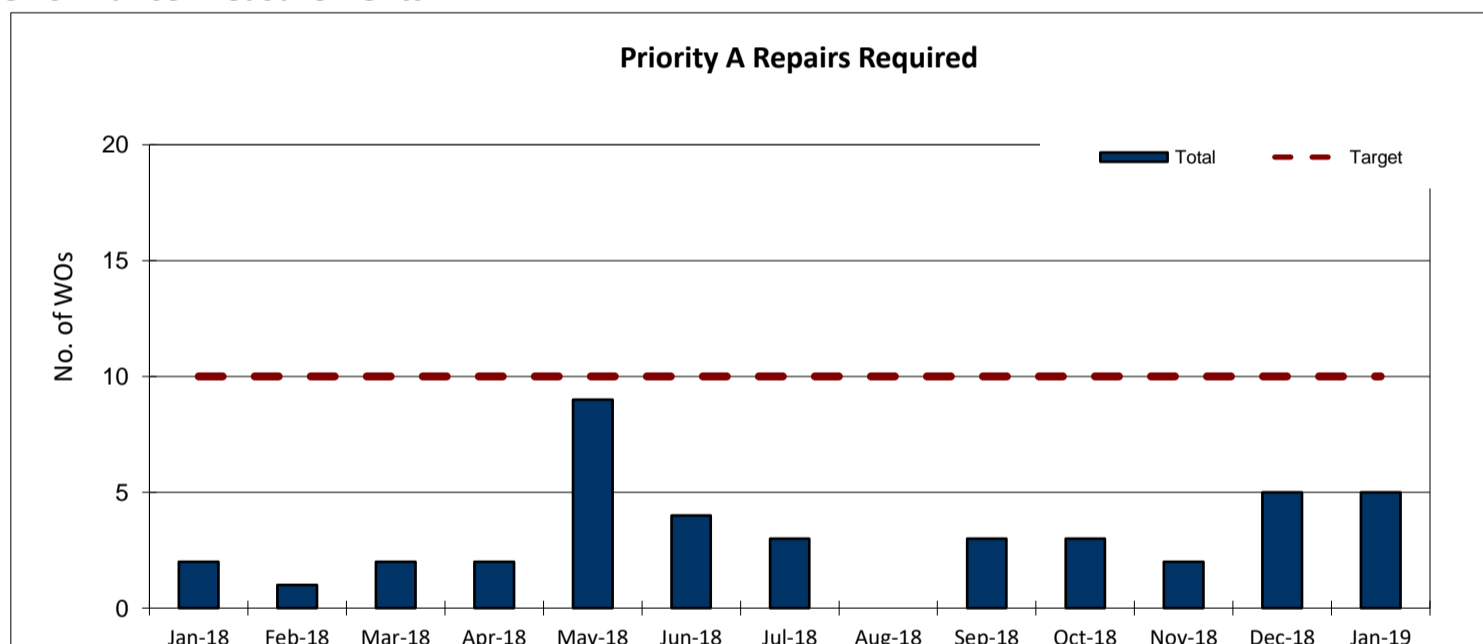
### Progress/Accomplishments

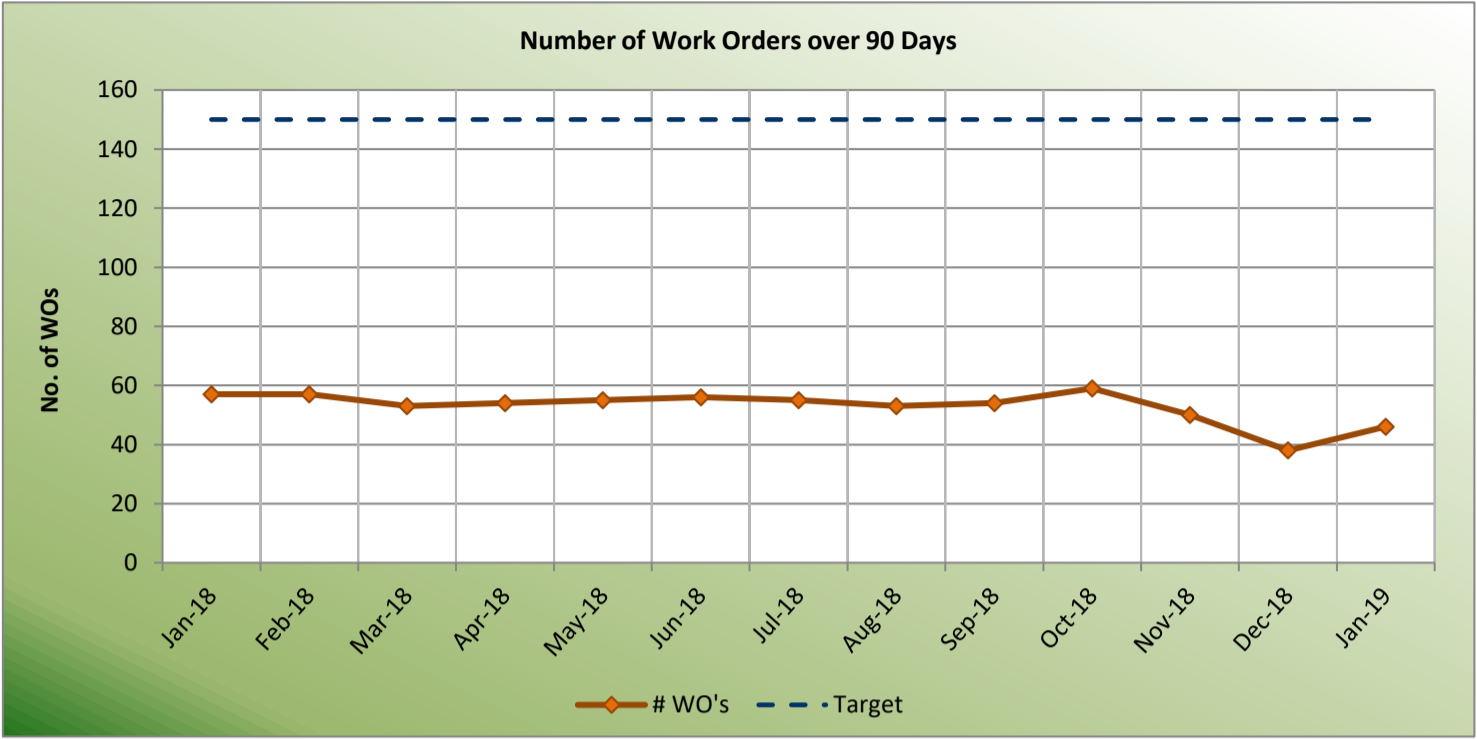
- Completed 93% of preventive maintenance activities for the month of January
- Completed 111 corrective maintenance work orders for the month of January
- Co-Gen No. 1 2K service
- Secondary Digester swap of crossover and distribution tube due to struvite
- Backflow Preventer annuals
- Aeration Basin No. 6 tubing replacement for acid cleaning

### Future Planning

- Retubing of boiler after temp boiler is set up
- IPS pump No. 2 permanent installation (pump base grouting)
- Permanent Piiian system installation
- Hypo loop tubing replacement (continous)
- Co-Gen No. 2 2K service

### Performance Measurements





**Treatment & Disposal  
Activities Report  
January 2019**

**Progress/Accomplishments**

- Maintained 100% compliance with NPDES permits.
- Completed 100% preventive maintenance activities for the month of January.
- Conducted competency testing of Plant Operator III Trainees.
- Put together an Invitation for Bid for Primary Digester No. 2 cleaning.
- Visited SRCSD's Wastewater Treatment Plant to learn about their Safety Program and ongoing Plant Improvements Project.
- Provided information for the IT Master Plan.
- Assisted DSRSD with hiring a Plant Operator I-II and Plant Operator III by joining their interview panel.
- Attended the BACWA Annual Meeting.
- Reviewed Watershed Permit administrative draft, verified calculation of the EBDA nutrient target and recommended alternative calculation methods.
- Participated in the BACWA discussion of nutrient watershed permit administrative draft.
- Reviewed standby generator BAAQMD Permit application and provided comments.
- Submitted mercury loading information for the Hayward Marsh to EBDA for inclusion in the mercury/PCB watershed permit reporting.
- Completed initial orientation and training of laboratory temp Philip Thach.
- Attended the BACWA air committee meeting and participated in a discussion of standard digester permit conditions.

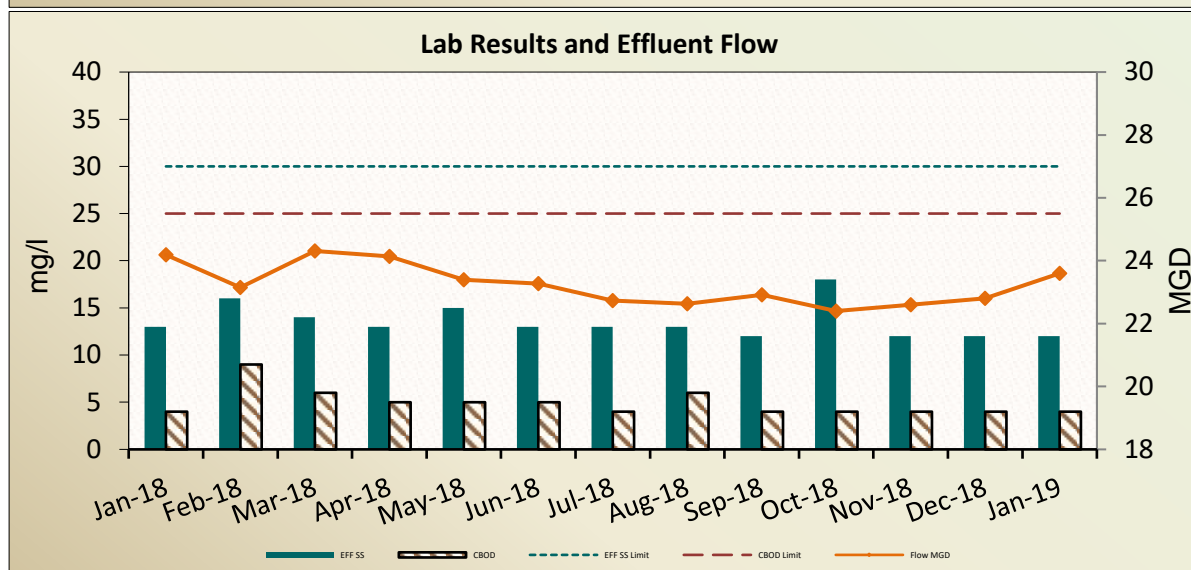
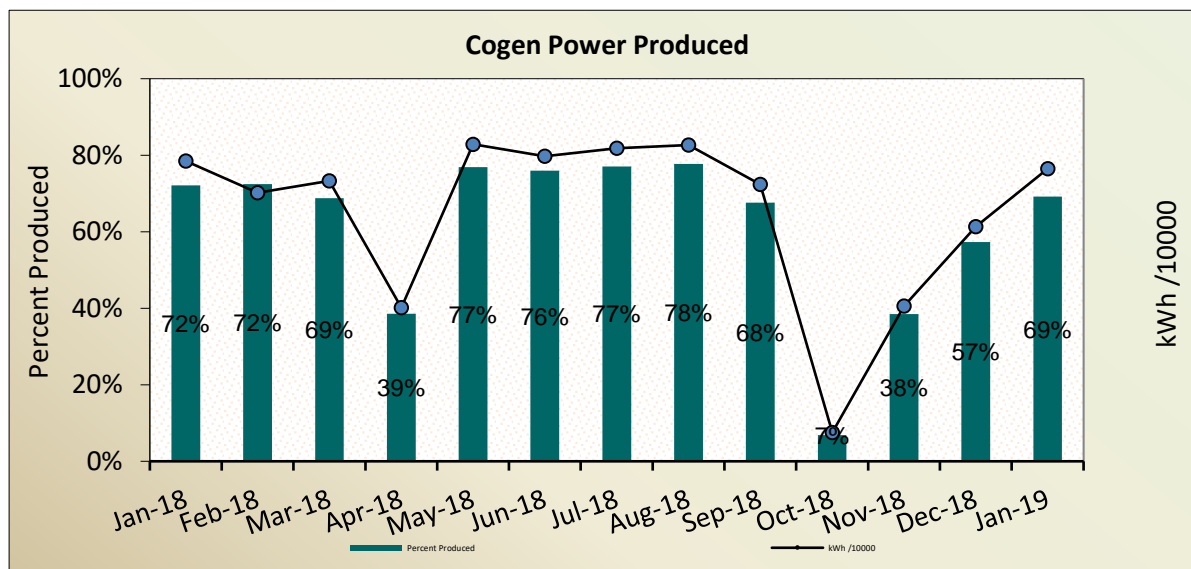
**Future Planning**

- Continue to test Operator III Trainees on competencies.
- Submit the Annual Biosolids report for 2018 as required by 40CFR Part 503.
- Publicly post Invitation for Bid for Primary Digester No. 2 cleaning.
- Attend 90% Design Workshop and provide comments on the design drawings for Digester #7.
- Attend the Hazen and Sawyer Secondary Treatment Improvements Converge Workshop.
- Review Jacob's prioritization score calculations and draft health risk assessment in anticipation of the implementation of regulation 11-18.
- Meet with ECO-Soft for one week to kickoff and provide initial information for installation and programming of the X-Lims laboratory information management system.
- Evaluate a proposal and study requirements for consultant assistance in the preparation of the report of waste discharge for the renewal of the Old Alameda Creek NPDES permit.

**Other**

- Cogen system produced 69% of power consumed for the month of January.

## Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Nov-18	Dec-18	Jan-19
Copper, µg/l	78	4.4	4.6	4.8
Mercury, µg/l	0.066	0.0015	0.0024	0.0024
Cyanide, µg/l	42	< 0.9	< 0.9	E 1.1
Ammonia- N, mg/L (Range)	130	36.6 - 43.7	41.7 - 47.1	41.9 - 46.1
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	39 - 69	14 - 37	14 - 34
• 11-Sample 90th Percentile	1100	64 - 79	47 - 79	29 - 46
Enterococci				
• Monthly Geometric Mean	240	11.9	11.9	11.5
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** March 4, 2019

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Sami E. Ghossain, Manager of Technical Services  
Raymond Chau, CIP Coach  
Kevin Chun, Associate Engineer

**SUBJECT:** Agenda Item No. 9 - Meeting of March 11, 2019  
**Conduct a Public Hearing to Receive Comments on the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Standby Power Generation System Upgrade Project**

**Recommendation**

The Board of Directors opens the public hearing and receives comments regarding the Initial Study and Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project.

**Background**

The Standby Power Generation System Upgrade Project (Project) was identified from a study completed in 2016 to evaluate the condition of the Plant's current standby power system. The study concluded that the current standby generator equipment, generator control systems, and electrical switchgear equipment are outdated, unreliable, and difficult to maintain due to the age and obsolescence of the equipment and systems.

The Project's major scope items include:

- Installation of two new minimum rated 3.5-megawatt standby engine generators and necessary appurtenances, located at the north end of the Plant, west of the Veasy Street cul-de-sac.

- Construction of a new pre-fabricated metal building sized to house two new standby engine generators, with room for two future standby engine generators and associated electrical equipment.
- Construction of exterior pad-mounted equipment such as transformers, aboveground diesel fuel storage tanks, and future battery system.
- Construction of a new double-ended switchgear to replace the existing Substation No. 2 and Odor Control Building switchgears. At the Odor Control Building, the two existing motor control centers will be replaced with one new motor control center.
- Installation of new electrical duct banks.
- Demolition of existing equipment and structures such as the six current standby engine generators, generator control panels and switchgears, and PLC panels.

Brown and Caldwell was selected as the design consultant for the Project. The Project is currently in the design phase with construction anticipated to begin in late 2019 to early 2020.

Scheidegger and Associates, subconsultant to Brown and Caldwell, prepared the Initial Study for the proposed Project. Pursuant to the California Environmental Quality Act, the consultant analyzed the Project's potential impact with respect to various environmental factors (e.g., air quality, biological resources, cultural resources, etc.) and required mitigation measures to be included in the Project to mitigate impacts to the environment. The Initial Study concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. Accordingly, it has been determined that a Mitigated Negative Declaration is appropriate for the Project.

A public hearing is being held to allow for public comment on the Initial Study and Mitigated Negative Declaration (IS/MND) for the Project. Staff circulated the IS/MND to local and state agencies for review during the period of February 19, 2019 through March 19, 2019. The IS/MND is available to view and download from the District's website via the link provided in the Attachment list at the end of this staff report. The attached "Notice of Document Availability and Intent to Adopt a Mitigated Negative Declaration" was published in the Tri-City Voice on February 19, 2019 and in The Argus on February 22, 2019. The public may comment on the IS/MND in writing during the review period or during the public hearing.

Consultant and staff will review and consider the written and oral comments from the public and the local and state agencies. Staff has scheduled consideration of the IS/MND for the April 8, 2019 Board Meeting.

PRE/SEG/RC/KC;dl

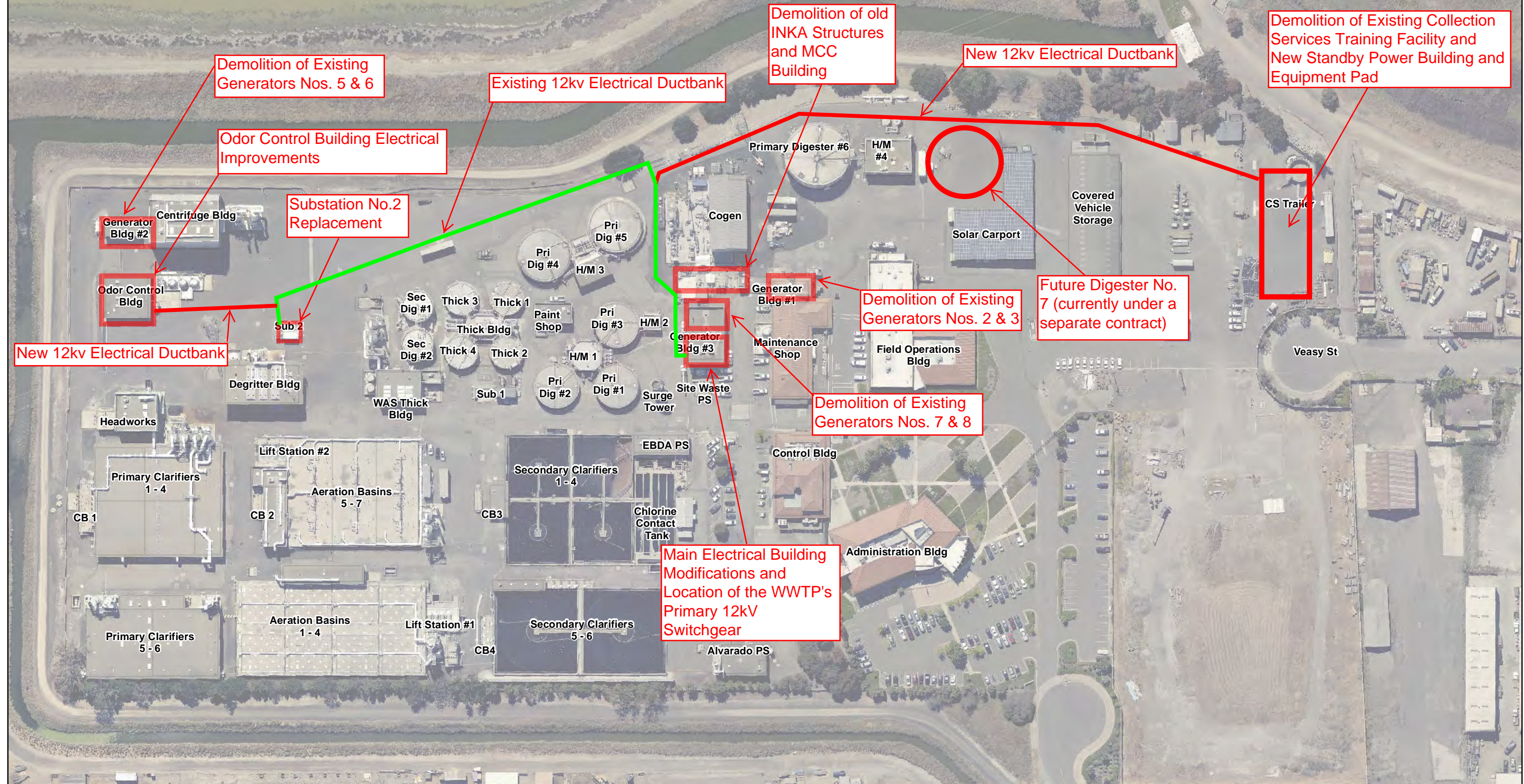
Attachment: Figure 1 – Site Plan

Notice of Document Availability and Intent to Adopt a Mitigated Negative Declaration

[Initial Study/Mitigated Negative Declaration](#)

UNION SANITARY DISTRICT  
ALVARADO WASTEWATER TREATMENT PLANT

Figure 1: Standby Power Generation System Upgrade Project Site Plan



## **UNION SANITARY DISTRICT**

### **NOTICE OF DOCUMENT AVAILABILITY AND INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION**

**NOTICE IS HEREBY GIVEN** that a Mitigated Negative Declaration has been prepared for Union Sanitary District's Standby Power Generation System Upgrade Project (Project) and is available for public review and comment. The document can be reviewed at the Union Sanitary District, 5072 Benson Road, Union City, California.

**PUBLIC REVIEW AND COMMENT PERIOD:** February 19, 2019 through March 19, 2019. Please send all comments to Kevin Chun, Union Sanitary District, 5072 Benson Road, Union City, California 94587-2508.

**PROJECT LOCATION AND DESCRIPTION:** The Project will replace six existing standby engine generators in a new building containing two new minimum rated 3.5 megawatt (MW) standby engine generators, with room for two future engine generators, and associated electrical equipment; aboveground diesel fuel storage; a future battery storage area; a new electrical substation with electrical connection to new generators; and demolition of selected structures and equipment at the Alvarado Wastewater Treatment Plant (WWTP). These improvements will serve to replace aging standby generators and auxiliary equipment and to adequately supply reliable standby power to existing plant electrical loads for peak demand periods and to facilitate future standby power improvements.

**INITIAL STUDY:** An Initial Study was prepared to determine if the proposed Project would result in significant adverse impacts on the environment. That document concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. Accordingly, it has been determined that a Mitigated Negative Declaration is appropriate for the Project.

**TO REVIEW DOCUMENT:** Copies of the Initial Study and proposed Mitigated Negative Declaration can be reviewed at the Union Sanitary District, 5072 Benson Road, Union City, California. All written comments on the proposed Mitigated Negative Declaration must be submitted no later than the March 19, 2019 deadline.

**PUBLIC HEARING:** The Union Sanitary District Board of Directors will conduct a public hearing to receive oral comments at a regularly scheduled meeting on March 11, 2019, beginning at 7:00 p.m. The Board will consider adoption of the Mitigated Negative Declaration at a regularly scheduled meeting on April 8, 2019, beginning at 7:00 p.m.

**TOXIC SITES:** The Alvarado WWTP site is identified as a program cleanup site as enumerated under Section 65962.5 of the California Government Code due to historical occurrence of petroleum hydrocarbon contamination in several areas of the plant site.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 28, 2019

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Gene Boucher, Human Resources Manager

**SUBJECT:** Agenda Item No. 10 - Meeting of March 11, 2019  
**Consider Adopting a Resolution to Approve Exception to the 180-Day Waiting Period for Post-Retirement Employment for Richard A. Czapkay (to be reviewed by the Personnel Committee)**

**Recommendation**

Approve the Resolution for Exception to the 180-day waiting period, and letter of appointment of Richard A. Czapkay to the position of Limited Term Coach, Collection Services.

**Background**

Retirement law allows for an agency to waive the 180-day period that typically elapses prior to the retired "annuitant's" (employee) returning to temporary employment for the purpose of performing a special project/assignment. This is the resolution that the Board is being asked to approve. It is anticipated that the length of the appointment will be approximately two to three months, two to three days per week, which would be sufficient for the completion of the project, and knowledge transfer to staff.

Prior to Richard "Rich" A. Czapkay's retirement from the District on December 21, 2018, Rich was the Project Manager overseeing the updating of the District's Preventative Maintenance Program. This update included the re-designation of over 118 subsections and over 17,000 individual sanitary sewer mains. This project also included modifying the District's existing Preventative Maintenance Schedule from a 72-month to an 84-month cleaning and inspection schedule. Along with the re-designation of the sub-sections and transition to a new

maintenance schedule, this project included the development of new cleaning and inspection cycles for PVC pipe.

Verifying the pipe material was a time-consuming process where all pipe material types of pipes installed after 1980 have to be individually verified before moving forward. This time-consuming task prevented staff from completing the project before Rich's retirement. Rich's experience with Hansen (District CMMS) and experiences as CS Planner/Scheduler and Maintenance Coach make him the most technically qualified subject matter expert to oversee this momentous task.

Rich's role after returning will be to QA/QC the work accomplished since his retirement, verify the accuracy of the new sub-sections and cleaning cycles and beta-testing these changes in the District's CMMS test environment prior to going live in July of this year. The smooth transition of all these changes is crucial in assuring the ongoing success of the District's Preventative Maintenance Program.

Attachments: Resolution for Exception to the 180-day Waiting Period

Offer letter to Rich Czapkay

Salary schedule for comparable position

Retiree Certification of Compliance with Unemployment Insurance Payment Requirements

**Resolution No. \_\_\_\_\_**

**RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD  
GC sections 7522.56 & 21221(h)**

WHEREAS, in compliance with Government Code section 7522.56 the Union Sanitary District Board of Directors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Richard A. Czapkay, SSN last four digits 0368, retired from Union Sanitary District in the position of Coach, Collection Services, effective December 21, 2018; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 21, 2019 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Directors, the Union Sanitary District, and Richard A. Czapkay, certify that Richard A. Czapkay has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Board of Directors hereby appoints Richard A. Czapkay as an interim appointment retired annuitant to the vacant position of Limited Term Coach Collection Services for the Union Sanitary District under Government Code section 21221(h), effective (March 18, 2019); and

WHEREAS, the entire employment agreement, contract or appointment document between Richard A. Czapkay and the Union Sanitary District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$160,359.68 and the hourly equivalent is \$79.0960, and the minimum base salary for this position is \$122,178.68 and the hourly equivalent is \$58.7398; and

WHEREAS, the hourly rate paid to Richard A. Czapkay will be \$71.6628; and

WHEREAS, Richard A. Czapkay has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby certifies the nature of the appointment of Richard A. Czapkay as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Limited Term Coach, Collection Services for the Union Sanitary District by March 18, 2019 because Mr. Czapkay has unique knowledge based on his tenure as Coach, Collection Services and is needed to complete this special project

On a motion duly made and seconded, this resolution was adopted by the following vote on March 11, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

ANJALI LATHI  
President, Board of Directors  
Union Sanitary District

Attest:

---

JENNIFER TOY  
Secretary, Board of Directors  
Union Sanitary District



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**  
Paul R. Eldredge, P.E.  
General Manager/  
District Engineer

Karen W. Murphy  
Attorney

March 12, 2019

Richard A. Czapkay  
316 Anna Maria Street  
Livermore, CA 94550

Dear Mr. Czapkay,

I am writing to offer you the position of Limited Term Coach, Collection Services (CS) beginning March 18, 2019. In this capacity you will work on the re-designation of over 118 subsections and over 17,000 individual sanitary sewer mains. The project includes modifying the District's existing Preventative Maintenance Schedule from a 72-month to an 84-month cleaning and inspection schedule. Along with the re-designation of the sub-sections and transition to a new maintenance schedule, this project includes the development of new cleaning and inspection cycles for PVC pipe.

It is anticipated that the length of your appointment will be approximately two to three months, working two to three days per week. Your hourly rate of pay will be \$71.6628, which is based on the salary range for Coach, Collection Services.

You will receive no other compensation, benefits, or incentive in addition to your hourly pay rate during this special assignment. Social Security contributions will be deducted from your paycheck. Additionally, as a retired annuitant appointed pursuant to California Government Code Section 21224, you may not work more than 960 hours in a fiscal year. This 960-hour cap is a hard limit and will be tracked in the District's payroll system.

Sincerely,

Paul R. Eldredge  
General Manager/District Engineer

cc: Personnel file

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](http://www.unionsanitary.com)

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective September 1, 2018		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Accounting and Financial Analyst I	\$3,302.00	\$4,333.88
Accounting and Financial Analyst II	\$3,758.81	\$4,933.44
Accounting Tech Specialist	\$3,371.86	\$4,098.53
Accounting Technician I	\$2,724.76	\$3,311.96
Accounting Technician II	\$2,997.21	\$3,643.13
Administrative Specialist I	\$2,663.31	\$3,237.27
Administrative Specialist II	\$2,803.48	\$3,407.64
Assistant Engineer	\$3,930.55	\$5,158.85
Assistant Storekeeper	\$2,589.76	\$3,147.86
Associate Engineer	\$4,410.30	\$5,788.52
Buyer I	\$3,014.36	\$3,956.35
Buyer II	\$3,349.29	\$4,395.94
Chemist I	\$3,664.54	\$4,454.27
Chemist II	\$3,847.78	\$4,676.99
Coach, Capital Improvement Projects	\$5,842.79	\$7,668.66
Coach, Collection Services	\$4,699.18	\$6,167.68
Coach, Customer Service	\$5,842.79	\$7,668.66
Coach, Electrical & Technology	\$5,129.72	\$6,732.76
Coach, Environmental Compliance	\$5,054.43	\$6,633.94
Coach, Finance & Acquisition Services	\$5,513.86	\$7,236.94
Coach, Mechanical Maintenance	\$4,740.14	\$6,221.43
Coach, Research & Support/Sr. Process Engineer	\$5,236.01	\$6,872.27
Coach, Wastewater Plant Operations	\$4,765.12	\$6,254.22
Collection System Worker I	\$2,751.59	\$3,344.58
Collection System Worker II	\$3,026.77	\$3,679.06
Collection Services Trainer	\$3,495.91	\$4,249.30
Communications & Intergovernmental Relations Coordinator	\$3,953.62	\$4,805.63
Construction Inspector I	\$3,201.65	\$3,891.62
Construction Inspector II	\$3,521.81	\$4,280.78
Construction Inspector III	\$3,662.69	\$4,452.02
Customer Service Fee Analyst	\$3,043.39	\$3,699.26
Engineering Assistant/Plan Checker	\$3,926.74	\$4,772.98
Engineering Technician I	\$3,089.19	\$3,754.94
Engineering Technician II	\$3,398.11	\$4,130.42
Engineering Technician III	\$3,737.93	\$4,543.47
Environmental Compliance (EC) Inspector I	\$3,024.57	\$3,676.38
Environmental Compliance (EC) Inspector II	\$3,402.70	\$4,136.01
Environmental Compliance (EC) Inspector III	\$3,777.01	\$4,590.98

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective September 1, 2018		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Environmental Compliance (EC) Inspector IV	\$4,041.39	\$4,912.34
EC Outreach Representative	\$3,777.01	\$4,590.98
Environmental Health and Safety Program Manager	\$4,280.73	\$5,618.46
Environmental Program Coordinator	\$4,573.05	\$6,002.13
Executive Assistant to the General Manager/Board Secretary	\$3,613.67	\$4,742.94
Fleet Mechanic I	\$3,050.82	\$3,708.30
Fleet Mechanic II	\$3,416.93	\$4,153.30
General Manager	\$8,193.26	\$10,753.66
Human Resources Manager	\$5,337.30	\$7,005.20
Human Resources Analyst II	\$3,874.39	\$5,085.14
Information Technology Administrator	\$5,222.76	\$6,854.87
Information Technology Analyst	\$3,544.11	\$4,651.65
Instrument Tech/Electrician	\$3,757.98	\$4,567.86
Janitor	\$2,040.48	\$2,480.22
Laboratory Director	\$4,557.99	\$5,540.26
Lead Collection System Worker	\$3,329.44	\$4,046.95
Maintenance Assistant	\$1,311.03	\$1,593.57
Manager, Business Services / Chief Financial Officer	\$7,503.41	\$9,848.22
Manager, Collection Services	\$6,305.61	\$8,276.12
Manager, Maintenance and Technology Services	\$6,620.89	\$8,689.92
Manager, Technical Services	\$7,141.87	\$9,373.70
Manager, Treatment & Disposal Services	\$6,305.61	\$8,276.12
Mechanic I	\$3,086.42	\$3,751.56
Mechanic II	\$3,456.80	\$4,201.76
Organizational Performance Coordinator I	\$3,458.80	\$4,539.68
Organizational Performance Coordinator II	\$3,994.92	\$5,243.33
Organizational Performance Manager	\$4,614.13	\$6,056.04
Painter	\$3,172.05	\$3,855.64
Planner/Scheduler I	\$3,543.55	\$4,307.22
Planner/Scheduler II	\$3,810.53	\$4,631.72
Plant Operations Trainer	\$4,186.04	\$5,088.15
Plant Operator I	\$2,944.53	\$3,579.09
Plant Operator II	\$3,268.44	\$3,972.81
Plant Operator III	\$3,737.52	\$4,542.98
Principal Engineer	\$5,286.33	\$6,938.31
Purchasing Agent	\$4,108.25	\$5,392.08
Receptionist	\$2,328.79	\$2,830.66

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective September 1, 2018		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Senior Accounting and Financial Analyst	\$3,913.90	\$5,136.99
Senior Database Administrator / Developer	\$4,540.68	\$5,959.64
Senior Engineer	\$4,737.35	\$6,217.77
Senior Geographic Information System (GIS)/Database Administrator	\$4,540.68	\$5,959.64
Senior Information Technology Analyst	\$3,937.90	\$5,168.49
Senior Network Administrator	\$4,343.34	\$5,700.64
Senior Process Engineer	\$4,737.35	\$6,217.77
Storekeeper I	\$3,274.65	\$3,980.36
Storekeeper II	\$3,438.38	\$4,179.37
Utility Worker	\$2,513.82	\$3,055.57

**Board of Directors:** Directors meet or serve in their official capacity 3 – 12 times per month with a maximum of six paid meetings/month at a rate of \$212.10 per meeting and are paid for a maximum of one meeting per day.

Approved by:



President, Board of Directors



Retiree Certification of Compliance  
with Unemployment Insurance Payment Requirements

Richard A. Czapkay:

I hereby certify that I have received no unemployment insurance compensation arising out of prior employment subject to Section 21224 of California Public Employees' Retirement Law during the 12-month period prior to my limited duration appointment to the position of Limited Term Coach, Collection Services, which will commence on March 18, 2019.

\_\_\_\_\_  
Retiree's Signature

\_\_\_\_\_  
Date



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**DATE:** March 11, 2019

**MEMO TO:** Board of Directors - Union Sanitary District

**FROM:** Paul R. Eldredge, General Manager/District Engineer  
Gene Boucher, Human Resources Manager

**SUBJECT:** Agenda Item No. 11 - Meeting of March 11, 2019  
**Review and Consider Approval of Publicly Available Pay Schedule Effective March 1, 2019**

### **Recommendation**

The President, USD Board of Directors, sign the March 1, 2019 Pay Schedule which will be posted and retained in accordance with CalPERS requirements.

### **Background**

The Publicly Available Pay Schedule, mandated by CalPERS in August 2011, is designed to: 1) ensure consistency between CalPERS employers; and, 2) enhance the disclosure and transparency of public employee compensation.

The updated pay schedule incorporates the new pay ranges for Classified Employees represented by Service Employees International Union, Local 1021.

The "Publicly Available Pay Schedule" (CCR 570.5) must:

- be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- identify the position title for every employee position;
- show the pay rate for each identified position as a single amount or as multiple amounts within a range;
- indicate the time base (i.e., bi-weekly, monthly, etc.);

- be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- indicate an effective date and date of any revisions;
- be retained by the employer and available for public inspection for not less than 5 years.

1) The new classified salary ranges reflecting the March 1, 2019 COLA adjustment outlined in the SEIU MOU.

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective March 1, 2019		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
Accounting and Financial Analyst I	\$3,302.00	\$4,333.88
Accounting and Financial Analyst II	\$3,758.81	\$4,933.44
Accounting Tech Specialist	\$3,523.60	\$4,282.96
Accounting Technician I	\$2,847.37	\$3,461.00
Accounting Technician II	\$3,132.08	\$3,807.07
Administrative Specialist I	\$2,783.16	\$3,382.95
Administrative Specialist II	\$2,929.64	\$3,560.98
Assistant Engineer	\$3,930.55	\$5,158.85
Assistant Storekeeper	\$2,706.30	\$3,289.52
Associate Engineer	\$4,410.30	\$5,788.52
Buyer I	\$3,014.36	\$3,956.35
Buyer II	\$3,349.29	\$4,395.94
Chemist I	\$3,829.44	\$4,654.71
Chemist II	\$4,020.93	\$4,887.46
Coach, Capital Improvement Projects	\$5,842.79	\$7,668.66
Coach, Collection Services	\$4,699.18	\$6,167.68
Coach, Customer Service	\$5,842.79	\$7,668.66
Coach, Electrical & Technology	\$5,129.72	\$6,732.76
Coach, Environmental Compliance	\$5,054.43	\$6,633.94
Coach, Finance & Acquisition Services	\$5,513.86	\$7,236.94
Coach, Mechanical Maintenance	\$4,740.14	\$6,221.43
Coach, Research & Support/Sr. Process Engineer	\$5,236.01	\$6,872.27
Coach, Wastewater Plant Operations	\$4,765.12	\$6,254.22
Collection System Worker I	\$3,001.07	\$3,647.82
Collection System Worker II	\$3,301.19	\$4,012.62
Collection Services Trainer	\$3,812.88	\$4,634.58
Communications & Intergovernmental Relations Coordinator	\$4,131.53	\$5,021.89
Construction Inspector I	\$3,345.72	\$4,066.75
Construction Inspector II	\$3,680.29	\$4,473.41
Construction Inspector III	\$3,827.51	\$4,652.36
Customer Service Fee Analyst	\$3,180.34	\$3,865.73
Engineering Assistant/Plan Checker	\$4,103.44	\$4,987.76
Engineering Technician I	\$3,228.21	\$3,923.91
Engineering Technician II	\$3,551.03	\$4,316.29
Engineering Technician III	\$3,906.13	\$4,747.93
Environmental Compliance (EC) Inspector I	\$3,160.67	\$3,841.81
Environmental Compliance (EC) Inspector II	\$3,555.83	\$4,322.13
Environmental Compliance (EC) Inspector III	\$3,946.97	\$4,797.57
Environmental Compliance (EC) Inspector IV	\$4,223.25	\$5,133.40
EC Outreach Representative	\$3,946.97	\$4,797.57
Environmental Health and Safety Program Manager	\$4,280.73	\$5,618.46
Environmental Program Coordinator	\$4,573.05	\$6,002.13
Executive Assistant to the General Manager/Board Secretary	\$3,613.67	\$4,742.94
Fleet Mechanic I	\$3,188.11	\$3,875.17
Fleet Mechanic II	\$3,570.69	\$4,340.19

## UNION SANITARY DISTRICT PAY SCHEDULE

Effective March 1, 2019		
Position Title	Minimum Bi-Weekly Pay Rate	Maximum Bi-Weekly Pay Rate
General Manager	\$8,193.26	\$10,753.66
Human Resources Manager	\$5,337.30	\$7,005.20
Human Resources Analyst II	\$3,874.39	\$5,085.14
Information Technology Administrator	\$5,222.76	\$6,854.87
Information Technology Analyst	\$3,544.11	\$4,651.65
Instrument Tech/Electrician	\$3,927.09	\$4,773.41
Janitor	\$2,164.71	\$2,631.22
Laboratory Director	\$4,763.10	\$5,789.58
Lead Collection System Worker	\$3,631.31	\$4,413.88
Maintenance Assistant	\$1,370.03	\$1,665.28
Manager, Business Services / Chief Financial Officer	\$7,503.41	\$9,848.22
Manager, Collection Services	\$6,305.61	\$8,276.12
Manager, Maintenance and Technology Services	\$6,620.89	\$8,689.92
Manager, Technical Services	\$7,141.87	\$9,373.70
Manager, Treatment & Disposal Services	\$6,305.61	\$8,276.12
Mechanic I	\$3,274.33	\$3,979.97
Mechanic II	\$3,667.26	\$4,457.58
Organizational Performance Coordinator I	\$3,458.80	\$4,539.68
Organizational Performance Coordinator II	\$3,994.92	\$5,243.33
Organizational Performance Manager	\$4,614.13	\$6,056.04
Painter	\$3,365.17	\$4,090.39
Planner/Scheduler I	\$3,759.30	\$4,569.46
Planner/Scheduler II	\$4,042.53	\$4,913.71
Plant Operations Trainer	\$4,535.38	\$5,512.78
Plant Operator I	\$3,077.03	\$3,740.15
Plant Operator II	\$3,468.80	\$4,216.35
Plant Operator III	\$4,049.44	\$4,922.12
Principal Engineer	\$5,286.33	\$6,938.31
Purchasing Agent	\$4,108.25	\$5,392.08
Receptionist	\$2,433.59	\$2,958.04
Senior Accounting and Financial Analyst	\$3,913.90	\$5,136.99
Senior Database Administrator / Developer	\$4,540.68	\$5,959.64
Senior Engineer	\$4,737.35	\$6,217.77
Senior Geographic Information System (GIS)/Database Administrator	\$4,540.68	\$5,959.64
Senior Information Technology Analyst	\$3,937.90	\$5,168.49
Senior Network Administrator	\$4,343.34	\$5,700.64
Senior Process Engineer	\$4,737.35	\$6,217.77
Storekeeper I	\$3,422.01	\$4,159.48
Storekeeper II	\$3,593.10	\$4,367.44
Utility Worker	\$2,666.87	\$3,241.60

**Board of Directors:** Directors meet or serve in their official capacity 3 – 12 times per month with a maximum of six paid meetings/month at a rate of \$212.10 per meeting and are paid for a maximum of one meeting per day.

Approved by: \_\_\_\_\_  
President, Board of Directors

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**DATE:** February 27, 2019

**MEMO TO:** Board of Directors - Union Sanitary District

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

**SUBJECT:** Agenda Item No. 12 - Meeting of March 11, 2019  
Information Item: **Agreement with DCM Consulting for Geotechnical Consulting Services**

**Recommendation**

Information only.

**Background**

Since 1993, the District has utilized the geotechnical consulting services of David C. Mathy through his consulting firm, DCM Consulting, Inc. (formerly Jacobs Associates, GeoEngineers, DCM Engineering, and DCM/Joyal Engineers) for projects with significant underground construction work. These services included site background investigations; soil borings to determine the type of soils and groundwater level to be expected; soils testing and analysis; recommendations for the excavation and trench shoring systems; and the materials and methods for backfilling excavations and structure foundations. Staff has relied on Mr. Mathy's extensive experience in the geotechnical field and his knowledge of the often difficult soils and groundwater conditions prevalent in the District's service area. Additionally, staff has developed an excellent working relationship with Mr. Mathy, and has found his services to be timely and valuable.

On January 18, 2012, the District executed another geotechnical consulting services agreement with DCM Consulting, Inc. at a total cost ceiling of \$20,000 for a two-year period. Under this

agreement, only one task order in the amount of \$5,575 was executed. The agreement has since expired.

On February 11, 2019, the District entered into a new agreement for \$40,000 for a two-year period. One task order in the amount of \$19,246 has been executed under the new agreement.

A table of agreements and task orders is shown in Table 1 below.

**Table 1 – Summary of Agreements and Task Orders**

<b>Agmt/TO Number</b>	<b>Execution Date</b>	<b>Description</b>	<b>Cost Ceiling</b>	<b>Amount Paid</b>
Agmt	January 18, 2012	Agreement for Geotechnical Services	\$20,000	
1	July 10, 2012	Dumbarton Transit-Oriented Development and USD Force Mains	\$5,575	\$3,817
Agmt	February 11, 2019	Agreement for Geotechnical Services	\$40,000	
1	February 11, 2019	Dumbarton Transit-Oriented Development and USD Force Mains	\$19,246	\$0

PRE/SEG/RA;dl

Attachment: Agreement

**GEOTECHNICAL CONSULTING SERVICES  
AGREEMENT  
BETWEEN  
UNION SANITARY DISTRICT  
AND  
DMC CONSULTING, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF February 11, 2019,  
BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and  
DCM CONSULTING, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to consult with the Engineer on geotechnical issues related to various projects (hereinafter referred to as Project), and,

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

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

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

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

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

**ARTICLE 2 - COMPENSATION**

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

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

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

- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

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

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

#### ARTICLE 7 - SUBCONTRACTING

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

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

#### ARTICLE 11 - INSURANCE

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

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

- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, whichever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

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

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders,

Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

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

#### ARTICLE 18 - MISCELLANEOUS

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

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 15), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

- (a) Direct Labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the time of executive and administrative personnel and other whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the others whose time is not identifiable to the Project or to any same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) Other non-labor direct project charges are not included in the Engineer's overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

23.2 Add new Article 2.10 to read as follows:

"2.10 – Total compensation shall not exceed \$40,000 over a period of two (2) years."

23.3 Add new Article 3.4 to read as follows:

"3.4- The term of this Agreement shall be (2) years from the date of this Agreement."

23.4 Replace Article 11.6 with following:

"11.6 Engineer will furnish the District with certificates of insurance and endorsements issues by Engineer's insurance carrier and countersign by an authorized agent or representative of the

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

23.5 Add new Article 11.7 as follows:

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

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

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

UNION SANITARY DISTRICT

DCM CONSULTING, INC.

By: 

By: 

Name: Sami Ghossain

Name: David C. Mathy

Title: Manager of Technical Services

Title: Principal Engineer

Date: 2/16/19

Date: 12/20/18

**UNION SANITARY DISTRICT  
CHECK REGISTER  
02/16/2019-03/01/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170436	3/1/2019	143	800444.11	MOUNTAIN CASCADE INC	FREMONT & PASEO PADRE LS IMPROVEMENTS		
						\$165,885.70	\$165,885.70
170353	2/21/2019	110	30105124	SYNAGRO WEST LLC	JANUARY 2019 BIOSOLIDS DISPOSAL		
						\$68,893.90	\$68,893.90
170430	2/28/2019	143	159330	WOODARD & CURRAN INC	CONTROL BOX NO. 1 IMPROVEMENTS		
						\$62,129.84	\$62,129.84
170393	2/28/2019	170	13145	DIABLO BOILER & STEAM INC	BOILER 6 RETUBE		
						\$20,672.58	\$52,525.45
	2/28/2019	170	13222		BOILER 6 RETUBE UPPER BANK		
						\$31,852.87	
170306	2/21/2019	143	506.5	CRATUS INC	FORCE MAIN CORROSION REPAIRS - PHASE 2		
						\$46,214.10	\$46,214.10
170374	2/28/2019	171	50	BAY CITY BOILER & ENGINEERING	EMERGENCY BOILER RENTAL		
						\$44,140.00	\$44,140.00
170402	2/28/2019	120	842518	LMK TECHNOLOGIES LLC	2 LATERAL PACKER FLOW THRU FOR 8" MAINS		
						\$14,146.71	\$28,177.76
	2/28/2019	120	42509		17 ASTD SECTIONAL KITS		
						\$14,031.05	
170324	2/21/2019	143	7179	JDH CORROSION CONSULTANTS INC	CATHODIC PROTECTION IMPROVEMENTS - PLANT		
						\$25,878.75	\$25,878.75
170350	2/21/2019	173	1992	SDI PRESENCE LLC	IT MASTER PLAN PROJECT FOR FY19		
						\$19,017.91	\$19,017.91
170338	2/21/2019	132	14	MUSGRAVES CONSULTING SERVICES	SPECIALTY FINANCIAL SERVICES CONSULTANT		
						\$15,957.82	\$15,957.82
170358	2/21/2019	110	923761	UNIVAR USA INC	4848.5 GALS SODIUM HYPOCHLORITE		
						\$3,479.55	\$14,022.04
	2/21/2019	110	924697		4797.6 GALS SODIUM HYPOCHLORITE		
						\$3,443.02	
	2/21/2019	110	923750		4946.8 GALS SODIUM HYPOCHLORITE		
						\$3,550.09	
	2/21/2019	110	924631		4945.8 GALS SODIUM HYPOCHLORITE		
						\$3,549.38	
170349	2/21/2019	122	3838691	SC FUELS	6,009 GALS UNLEADED REGULAR GASOLINE		
						\$13,657.54	\$13,657.54

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170356	2/21/2019	171	29616	TRANSPORT PRODUCTS UNLIMITED	STORAGE CONTAINER		
						\$11,029.88	\$11,029.88
170343	2/21/2019		3444	PIER2 MARKETING, LLC	DISTRICT BRANDING INITIATIVE		
						\$10,800.00	\$10,800.00
170297	2/21/2019	110	34709	CALIFORNIA WATER TECHNOLOGIES	41,860 LBS FERROUS CHLORIDE		
						\$5,317.36	\$10,683.71
	2/21/2019	110	34753		42,880 LBS FERROUS CHLORIDE		
						\$5,366.35	
170423	2/28/2019	110	925760	UNIVAR USA INC	4798.2 GALS SODIUM HYPOCHLORITE		
						\$3,443.45	\$10,510.99
	2/28/2019	110	925032		4900.8 GALS SODIUM HYPOCHLORITE		
						\$3,517.08	
	2/28/2019	110	925767		4947.3 GALS SODIUM HYPOCHLORITE		
						\$3,550.46	
170310	2/21/2019	113	1415629	DEPARTMENT OF GENERAL SERVICES	SERV DECEMBER 2018 PLANT		
						\$8,783.41	\$8,783.41
170291	2/21/2019	170	8480088018	ANDRITZ SEPARATION INC	CENTRIFUGE REDEX MODULE SPARE		
						\$6,943.16	\$6,943.16
170366	2/28/2019	171	2000173016	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES		
						\$6,800.86	\$6,800.86
170371	2/28/2019	121	662274	A-PRO PEST CONTROL INC	BIRD NETTING FOR BUILDING 84 COVERED STORAGE		
						\$6,057.21	\$6,057.21
170419	2/28/2019		9800.1	PARMVIR SINGH	REFUND # 21750		
						\$5,983.39	\$5,983.39
170317	2/21/2019	170	3N1297	HARRINGTON INDUSTRIAL PLASTICS	500FT TUBING		
						\$2,880.94	\$5,808.20
	2/21/2019	170	3N1295		4 VALVE DISPHRAGMS		
						\$1,646.25	
	2/21/2019	170	3N1296		ASTD PARTS & MATERIALS		
						\$1,281.01	
170411	2/28/2019	110	1322281	POLYDYNE INC	41,580 LBS CLARIFLOC WE-539		
						\$5,667.75	\$5,667.75
170336	2/21/2019		9698	JENNIFER MOORE	REFUND # 21730		
						\$5,422.35	\$5,422.35

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170337	2/21/2019	170	24053659	MOTION INDUSTRIES INC	2 PILLOW BLOCK SCRUBBER		
	2/21/2019		24054039		5 EA METRIC V BELTS	\$1,664.92	\$5,356.85
	2/21/2019		24052902		9 EA SAFETY VESTS	\$153.44	
	2/21/2019	170	24053353		ASTD NUTS & BOLTS	\$195.96	
	2/21/2019		24054433		CREDIT FOR 9 SAFETY VESTS FOR INV 24052902	\$391.39	
	2/21/2019	170	24053730		1 FIXMASTER F/S STL PUTTY	\$-195.96	
	2/21/2019	170	24053924		2 FIXMASTER F/S STL PUTTY	\$78.95	
	2/21/2019	170	24053517		1 EA DEGRITTER HOPPER SOLENOIDS	\$146.98	
	2/21/2019		24053555		9 MESH SAFETY VESTS	\$2,745.68	
						\$175.49	
170295	2/21/2019	150	236755	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - DECEMBER 2018	\$5,262.40	\$5,262.40
170351	2/21/2019		9597.1	RADIF SHARAFULLIN	REFUND # 21736	\$5,071.36	\$5,071.36
170390	2/28/2019	123	17256012	CONTENT MANAGEMENT CORPORATION	25 CS BLOCK BOOKS	\$5,068.13	\$5,068.13
170380	2/28/2019	110	34761	CALIFORNIA WATER TECHNOLOGIES	40,260 LBS FERROUS CHLORIDE	\$5,023.33	\$5,023.33
170375	2/28/2019		9569	BAY REALTY INVESTMENTS LLC	REFUND # 21756	\$4,815.94	\$4,815.94
170287	2/21/2019	170	190102375	AIRTECH MECHANICAL INC	HVAC QUARTERLY MAINT	\$1,008.75	\$4,803.95
	2/21/2019	123	190102376		HVAC QUARTERLY MAINT BLDGS 70, 82, 83	\$1,646.25	
	2/21/2019	123	190102388		SERVICE CALL: BLDG 82	\$1,233.95	
	2/21/2019	170	190102374		JAN 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	

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170346	2/21/2019		9195	ROBSON HOMES LLC	REFUND # 21740		
	2/21/2019		9052		REFUND # 21741	\$1,500.00	\$4,800.00
						\$3,300.00	
170325	2/21/2019		8661	JONES BOSCELL FREMONT RP LLC	REFUND # 21733	\$4,677.50	\$4,677.50
170387	2/28/2019		9225.1	MADHU CHALEMCHERLA	REFUND # 21755	\$4,506.46	\$4,506.46
170428	2/28/2019	171	8876017	WESTERN TOOL & SUPPLY CO	ASTD PARTS & MATERIALS	\$252.88	\$4,373.03
	2/28/2019	170	8874809		ASTD PARTS & MATERIALS	\$3,626.00	
	2/28/2019	170	8877345		ASTD PARTS & MATERIALS	\$110.40	
	2/28/2019	170	8876418		ASTD PARTS & MATERIALS	\$310.60	
	2/28/2019	170	8875385		ASTD TOOLS & MATERIALS	\$73.15	
170395	2/28/2019		9144.1	EDMUNDO FAGUNDAS	REFUND # 21751	\$4,366.62	\$4,366.62
170438	3/1/2019		9171	MADHVI PARIKH	REFUND # 21762	\$4,362.34	\$4,362.34
170335	2/21/2019		8958	JAMALUDDIN MOHAMMAD	REFUND # 21731	\$4,232.49	\$4,232.49
170365	2/28/2019		8841	SRIKANTHI ADDALA	REFUND # 21752	\$4,222.50	\$4,222.50
170426	2/28/2019	173	40791403	WAVECREST COMPUTING	WEB USE REPORT SOFTWARE	\$3,960.00	\$3,960.00
170446	3/1/2019	123	35150	VALLEY WINDOW CLEANING	WINDOW CLEANING SERVICES	\$3,758.75	\$3,758.75
170364	2/28/2019		68427	3T EQUIPMENT COMPANY INC	4 PIPE PATCH KITS/ 5 LEADERHOSES	\$3,723.82	\$3,723.82
170433	3/1/2019		7884	CENTERPOINT INTEGRATED SOLUTNS	REFUND # 21760	\$3,300.00	\$3,300.00
170348	2/21/2019	110	19013116	S&S TRUCKING	GRIT HAULING 01/07, 01/21, 01/24, 01/28/19	\$3,272.08	\$3,272.08

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170293	2/21/2019		13158890	BLAISDELL'S	1 BX FOLDERS		
	2/21/2019	150	13165620		4 TONERS FOR GM PRINTER	\$46.08	\$3,166.43
						\$3,120.35	
170320	2/21/2019		24936	ICE SAFETY SOLUTIONS INC	3 SESSIONS FIRST AID TRAINING	\$2,880.00	\$2,880.00
170316	2/21/2019		9060438513	GRAINGER INC	ASTD PARTS & MATERIALS	\$2,441.14	\$2,583.97
	2/21/2019		9056954317		5 GAL PENETRANT, PETROLEUM AEROSOL	\$133.35	
	2/21/2019	170	9058098360		2 EA PLUG-IN CFL LIGHTS	\$9.48	
170341	2/21/2019	170	013720190211	PACIFIC GAS AND ELECTRIC	SERV TO 02/04/19 BOYCE RD PS	\$2,540.59	\$2,540.59
170420	2/28/2019	171	38803064	SNAP-ON INDUSTRIAL	ASTD PARTS & MATERIALS	\$619.56	\$2,521.13
	2/28/2019	171	38799949		ASTD PARTS & MATERIALS	\$1,901.57	
170326	2/21/2019		9435	KB HOME SOUTH BAY, INC.	REFUND # 21728	\$2,500.00	\$2,500.00
170421	2/28/2019		9314	THE NEW HOME CO, NOR CAL LLC	REFUND # 21484	\$2,500.00	\$2,500.00
170439	3/1/2019		9282	QUALITY PLUMBING	REFUND # 21764	\$2,500.00	\$2,500.00
170400	2/28/2019	122	9065068042	GRAINGER INC	1 CORDLESS CIRCULAR SAW KIT	\$464.74	\$2,387.95
	2/28/2019		9064989107		ASTD PARTS & MATERIALS	\$856.49	
	2/28/2019		9064025605		48 PR SAFETY GLASSES	\$134.33	
	2/28/2019		9061619202		1 BALL VALVE	\$63.11	
	2/28/2019	122	9065941263		2 SWITCHES	\$3.61	
	2/28/2019		9066480287		ASTD PARTS & MATERIALS	\$688.30	
	2/28/2019	170	9067818014		3 BALLAST IGNITORS	\$177.37	

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170309	2/21/2019	122	42604	DEL CONTE'S LANDSCAPING INC	LANDSCAPE MAINTENANCE SERVICES - FEBRUARY 2019		
	2/21/2019	170	42603		WEED ABATEMENT WORK FEBRUARY 2019	\$1,405.00	\$2,375.00
						\$970.00	
170417	2/28/2019	134	1890356005	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$366.05	\$2,243.14
	2/28/2019	134	1892183004		ASTD ELECTRICAL SUPPLIES	\$82.00	
	2/28/2019	134	1894374001		ASTD ELECTRICAL SUPPLIES	\$110.53	
	2/28/2019	134	1887895005		ASTD ELECTRICAL SUPPLIES	\$368.01	
	2/28/2019	134	1894374003		ASTD ELECTRICAL SUPPLIES	\$813.50	
	2/28/2019	134	1892183002		ASTD ELECTRICAL SUPPLIES	\$82.00	
	2/28/2019	134	1892183001		ASTD ELECTRICAL SUPPLIES	\$421.05	
170432	3/1/2019	123	68428	3T EQUIPMENT COMPANY INC	1 PACKER WITH FLOW THRU	\$2,173.05	\$2,173.05
170389	2/28/2019		76558477	COMCAST OF CALIFORNIA,	FIBER INTERNET BACKUP - FEBRUARY 2019	\$2,004.87	\$2,004.87
170354	2/21/2019	173	15382	SYSTEMATES INC	PROJECTMATES MIGRATION AND ANNUAL SERVICE	\$2,000.00	\$2,000.00
170407	2/28/2019		24054342	MOTION INDUSTRIES INC	INVENTORY AUTO REORDER - 2/11/2019	\$1,955.36	\$1,955.36
170314	2/21/2019	113	1147922	ENTHALPY ANALYTICAL LLC	57 LAB SAMPLE ANALYSIS	\$750.00	\$1,910.00
	2/21/2019	113	1148182		75 LAB SAMPLE ANALYSIS	\$1,060.00	
	2/21/2019	113	1148222		8 LAB SAMPLE ANALYSIS	\$80.00	
	2/21/2019	113	1148758		1 LAB SAMPLE ANALYSIS	\$20.00	
170372	2/28/2019	170	618949	AUTOMATION PRODUCTS GROUP	RAS PIT LEVEL TRANSMITTER	\$1,869.19	\$1,869.19

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170321	2/21/2019	113	3042336279	IDEXX DISTRIBUTION INC	ASTD LAB TESTING SUPPLIES		
	2/21/2019	113	3042336257		ASTD LAB TESTING SUPPLIES	\$167.93	\$1,868.14
						\$1,700.21	
170299	2/21/2019	173	QWT9976	CDW GOVERNMENT LLC	AIRWATCH MOBILE DEVICE MANAGER ANNUAL SUBSCRIPTION		
						\$1,861.47	\$1,861.47
170409	2/28/2019	111	196819	PACIFIC COAST CHEMICALS CO	275 GALS CAPTOR - CALCIUM THIOSULFATE		
						\$1,856.15	\$1,856.15
170391	2/28/2019	170	139328	CUMMINS PACIFIC LLC	NPS GENERATOR LOAD BANK TROUBLESHOOTING		
						\$1,838.80	\$1,838.80
170377	2/28/2019	121	917465	BRENNTAG PACIFIC, INC.	1282 LBS SODIUM HYDROXIDE		
						\$366.55	\$1,829.43
	2/28/2019	121	915870		2564 LBS SODIUM HYDROXIDE		
						\$733.10	
	2/28/2019	121	917216		2564 LBS SODIUM HYDROXIDE		
						\$729.78	
170401	2/28/2019		3N1429	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS		
						\$222.34	\$1,726.25
	2/28/2019		3N1562		5 PINTS PRIMER PT CLR FOR PVC CPVC		
						\$95.70	
	2/28/2019	170	3N1431		ASTD CONNECTORS & HOSE CUTTER SCISSOR		
						\$454.25	
	2/28/2019	170	3N1427		42 ASTD BUSHINGS		
						\$229.89	
	2/28/2019		3N1430		4 VALVE BALLS		
						\$198.71	
	2/28/2019		3N1426		2 VALVE BALLS		
						\$107.23	
	2/28/2019	170	3N1428		ASTD PARTS & MATERIALS		
						\$418.13	

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170331	2/21/2019		86998836	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS		
	2/21/2019	120	86445145		6 PACKS GASKETS	\$698.19	\$1,722.18
	2/21/2019	170	86292964		2 ASTD CARBIDE INSERT HOLDERS	\$117.30	
	2/21/2019	121	86611004		2 PORTABLE COMPRESSED AIR STORAGE TANKS	\$152.47	
	2/21/2019	170	86958717		2 HEAVY DUTY PLASTIC DRUMS	\$496.98	
						\$257.24	
170386	2/28/2019	173	QZJ8557	CDW GOVERNMENT LLC	ANNUAL PAGING SYSTEM SUPPORT & MAINT	\$1,625.00	\$1,625.00
170308	2/21/2019		20190125	DALE HARDWARE INC	01/19 - ASTD PARTS & MATERIALS	\$1,580.73	\$1,580.73
170323	2/21/2019	141	ALCD044	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JAN 2019	\$892.71	\$1,562.88
	2/21/2019	141	AKZD417		OFF-SITE STORAGE AND SERVICE - JAN 2019	\$365.52	
	2/21/2019	173	201812216		DATA/MEDIA OFF-SITE STORAGE - JAN 2019	\$304.65	
170289	2/21/2019	121	11862	AMERICAN DISCOUNT SECURITY	01/03/19 - 01/31/19 GUARD AT DISTRICT GATE	\$1,518.00	\$1,518.00
170416	2/28/2019	110	19020809	S&S TRUCKING	GRIT HAULING 01/31/2019	\$759.90	\$1,509.90
	2/28/2019	110	19020810		GRIT BIN RENTAL 01/01/2019	\$750.00	
170410	2/28/2019	110	196775	PACIFIC COAST CHEMICALS CO	220 GALS CAPTOR - CALCIUM THIOSULFATE	\$1,484.92	\$1,484.92
170405	2/28/2019		5156976	MIELE PROFESSIONAL PRODUCTS	24 EA UNIVERSAL SALT	\$1,465.66	\$1,465.66
170294	2/21/2019	121	915869	BRENNTAG PACIFIC, INC.	5128 LBS SODIUM HYDROXIDE	\$1,459.52	\$1,459.52
170445	3/1/2019	170	6498	THORNTON ENVIRONMENTAL CONST	TLS 350 BLDG 69 REPAIRS	\$1,358.68	\$1,358.68
170368	2/28/2019	123	190202397	AIRTECH MECHANICAL INC	SERVICE CALL: LBDG 70CONTROL BOILER	\$1,340.00	\$1,340.00

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170362	2/21/2019	113	8085060063	VWR INTERNATIONAL LLC	LAB SUPPLIES		
	2/21/2019	113	8085050288		LAB SUPPLIES	\$966.62	\$1,325.81
						\$359.19	
170334	2/21/2019	171	1862553	MOBILE MODULAR MANAGEMENT CORP	MONTHLY FMC BREAK TRAILER RENTAL - FEB 2019	\$1,245.43	\$1,245.43
170328	2/21/2019	173	17613	LOOKINGPOINT INC	ANNUAL PHONE AND NETWORK SUPPORT - FEB 2019	\$1,225.00	\$1,225.00
170431	2/28/2019	170	4804	WORKSMART AUTOMATION INC	MISC SCADA SUPPORT SERVICES	\$1,096.00	\$1,096.00
170425	2/28/2019	113	8085168014	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$148.30	\$1,073.32
	2/28/2019	134	8085103644		ASTD LAB SUPPLIES	\$200.19	
	2/28/2019	134	8085120102		ASTD LAB SUPPLIES	\$317.59	
	2/28/2019	113	8085165349		LAB SUPPLIES	\$275.10	
	2/28/2019	113	8085165348		LAB SUPPLIES	\$52.38	
	2/28/2019	113	8085172551		LAB SUPPLIES	\$79.76	
170304	2/21/2019	170	20190128	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,013.21	\$1,013.21
170414	2/28/2019	121	820156150	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: STEVE BULLIS	\$207.52	\$867.85
	2/28/2019	144	820156163		SAFETY SHOES: J MENDOZA	\$129.98	
	2/28/2019		820156152		SAFETY SHOES: K LANDSBOROUGH	\$204.27	
	2/28/2019	111	820155224		SAFETY SHOES: A LULLO	\$194.99	
	2/28/2019	144	820156162		SAFETY SHOES: E MARASIGAN	\$131.09	
170296	2/21/2019	130	2806	CALGOVHR	TRAINING REG - G. BOUCHER	\$795.00	\$795.00
170286	2/21/2019	170	9959698751	AIRGAS NCN	CYLINDER RENTAL	\$780.59	\$780.59

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170322	2/21/2019		13875	INDUSTRIAL SAFETY LLC	ASTD GLOVES AND SAFETY VESTS		
						\$776.36	\$776.36
170361	2/21/2019	111	20190220	KAHOU VONG	EXP REIMB: REG & AIRFARE - CWEA CONF		
						\$753.44	\$753.44
170384	2/28/2019	170	21633280	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES		
						\$728.99	\$728.99
170443	3/1/2019	113	20190226	JOHN SEO	EXP REIMB: LODGING, MILEAGE, PER DIEM-CWEA WKSHP		
						\$715.53	\$715.53
170363	2/21/2019	110	20190214	WQI	GRADE IV/V REVIEW - FARSAI, M		
						\$700.00	\$700.00
170318	2/21/2019	113	20190215	ALEXANDRO HERNANDEZ	EXP REIMB: LODGING/PER DIEM/MILEAGE CWEA TNI LAB WKSHOP		
						\$692.40	\$692.40
170327	2/21/2019	132	19946	LIGHTHOUSE SERVICES INC	ANNUAL FRAUD HOTLINE FEE 2/1/19 - 2/1/20		
						\$690.00	\$690.00
170415	2/28/2019	170	102552	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE		
						\$687.46	\$687.46
170345	2/21/2019	120	09B0036018380	NESTLE WATERS NO. AMERICA READYREFRE	WATER SERVICE 01/07/19 - 02/06/19		
						\$668.87	\$668.87
170342	2/21/2019		20190220	PETTY CASH	PETTY CASH REPLENISHMENT		
						\$659.58	\$659.58
170427	2/28/2019	143	20190221	WEF-WATER ENVIRONMENT FEDERATI	WEF MEMBERSHIP-S. GHOSSAIN		
						\$328.00	\$656.00
	2/28/2019	143	20190225		WEF MEMBERSHIP-R. CHAU		
						\$328.00	
170376	2/28/2019	130	13179850	BLAISDELL'S	ASTD OFFICE SUPPLIES		
						\$10.23	\$641.41
	2/28/2019	120	13168080		1 TONER		
						\$106.17	
	2/28/2019	130	13171520		ASTD OFFICE SUPPLIES		
						\$408.23	
	2/28/2019	141	13178330		ASTD OFFICE SUPPLIES		
						\$108.15	
	2/28/2019	130	13179860		2 PK INDET TAB		
						\$8.63	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170370	2/28/2019		1102130735	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE		
	2/28/2019		1102130738		UNIFORM LAUNDERING & RUGS	\$212.63	\$634.04
	2/28/2019	121	1102130744		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$391.41	
						\$30.00	
170396	2/28/2019		20190222	MOHAMMAD FARSAI	EXP REIMB: COMBINED WORK GROUP MEETING TD/FMC	\$626.71	\$626.71
170290	2/21/2019		1102127269	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$234.63	\$621.94
	2/21/2019	122	1102127280		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$30.00	
	2/21/2019		1102127273		UNIFORM LAUNDERING & RUGS	\$357.31	
170312	2/21/2019	144	20190220	MICHAEL DUNNING	TRAVEL REIMB: CWEA P3S CONF LODGING & PER DIEM	\$615.62	\$615.62
170385	2/28/2019	170	21633281	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$614.31	\$614.31
170355	2/21/2019	173	19013115	TELOG INSTRUMENTS INC	UPGRADE MODEM TO 4G ON NEWARK MANHOLE MONITOR	\$600.00	\$600.00
170332	2/21/2019	170	190251	METROMOBILE COMMUNICATIONS INC	METRO MOBILE ANNUAL RADIO SERVICE - FEB 2019	\$599.08	\$599.08
170383	2/28/2019	113	595129	CALTEST ANALYTICAL LABORATORY	9 LAB SAMPLE ANALYSIS	\$549.00	\$549.00
170422	2/28/2019		1131334460	TPX COMMUNICATIONS	WIRELESS INTERNET BACKUP - FEBRUARY	\$528.30	\$528.30
170435	3/1/2019	121	87498430	MCMaster SUPPLY INC	1 PORTABLE COMPRESSOR AIR STORAGE TANK	\$505.33	\$505.33
170378	2/28/2019	123	20190225	STEVE BULLIS	TREVEL EXP: CWEA CONF AIRFARE	\$502.60	\$502.60
170379	2/28/2019	121	20190221	STUART BULLIS	TRAVEL REIMB: CWEA CONF AIRFARE	\$502.60	\$502.60
170300	2/21/2019		9975	CENTRAL CAL BUILDER INC	REFUND # 21727	\$500.00	\$500.00
170313	2/21/2019	140	1170672736	EMPLOYMENT DEVELOPMENT DEPT	UI 4TH Q 2018 - B. ESTRADA	\$500.00	\$500.00
170347	2/21/2019		9998	ROOTER HERO	REFUND # 21724	\$500.00	\$500.00

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170434	3/1/2019		10059	HANDA PROPERTY	REFUND # 21771		
						\$500.00	\$500.00
170447	3/1/2019	170	15942	WESTERN MACHINE & FAB INC	1 BRACKET SHAFT REPAIR IDLER ENDS		
						\$495.00	\$495.00
170357	2/21/2019	123	127628	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - UL CERTIFICATE		
						\$350.00	\$483.34
	2/21/2019	123	127627		FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGI		
						\$133.34	
170404	2/28/2019	143	105561	MCINERNEY & DILLON, P.C.	LEGAL SERVICES - PASEO PADRE LIFT STATION		
						\$462.00	\$462.00
170367	2/28/2019	170	9085217266	AIRGAS NCN	ASTD PARTS & MATERIALS		
						\$442.06	\$442.06
170298	2/21/2019	170	21631747	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES		
						\$439.94	\$439.94
170303	2/21/2019	150	73556	CITYLEAF INC	PLANT MAINTENANCE - FEB 2019		
						\$431.86	\$431.86
170397	2/28/2019	132	116530358	FREMONT URGENT CARE CENTER	1 NEW HIRE PHYSICALS/ 2 DOT PHYSICALS		
						\$424.00	\$424.00
170302	2/21/2019	122	54K160060	CINTAS CORPORATION NO. 2	ASTD DUST MOPS, WET MOPS & TERRY TOWEL		
						\$17.22	\$423.05
	2/21/2019		54K160059		UNIFORM LAUNDERING SERVICE		
						\$214.00	
	2/21/2019		54K160061		UNIFORM LAUNDERING & RUGS		
						\$191.83	
170392	2/28/2019	123	20190221.1	MANUEL DEL TORO	TRAVEL EXP: CWEA CONF AIRFARE		
						\$391.61	\$391.61
170442	3/1/2019	134	1896432001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$342.83	\$360.49
	3/1/2019	134	1894374002		ASTD ELECTRICAL PARTS		
						\$17.66	
170440	3/1/2019	171	1812304001	R&B COMPANY	ASTD PARTS & MATERIALS		
						\$340.23	\$340.23
170437	3/1/2019	120	20190227	SHAWN NESGIS	EXP REIMB: ANNUAL CS CONSTRUCTION TEAM RECOGNITION		
						\$326.95	\$326.95
170344	2/21/2019		145659	PREFERRED ALLIANCE INC	JANUARY 2019 SERVICE FEE		
						\$316.16	\$316.16

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
170301	2/21/2019	113	54111800	CINTAS CORPORATION	1 SUMMER JACKET		
	2/21/2019	141	54111801		3 WINDBREAKER JACKETS	\$57.08	\$308.00
						\$250.92	
170339	2/21/2019	120	15373	NASSCO, INC.	2019 PUBLIC AGENCY MEMBERSHIP DUES	\$295.00	\$295.00
170319	2/21/2019		603311809	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$277.59	\$277.59
170305	2/21/2019	120	89542	COPYMAT NEW BAY	478 FULL COLOR SETS/239 JUMBO DOOR HANGERS	\$275.51	\$275.51
170418	2/28/2019	113	20190225	JOHN SEO	EXP REIMB: CWEA MEMBERSHIP & EC1 CERT RENEWAL	\$275.00	\$275.00
170288	2/21/2019	170	5200724	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$270.22	\$270.22
170412	2/28/2019	170	37434	R & S ERECTION OF S ALAMEDA	SERVICE: ROLL UP DOOR REPAIR	\$265.00	\$265.00
170413	2/28/2019	122	37923	R & S ERECTION OF S ALAMEDA	SERVICE: DAMAGED DOOR SLATS	\$250.00	\$250.00
170359	2/21/2019	170	29492703	UPS - UNITED PARCEL SERVICE	REDELIVERY FREIGHT CHARGE~	\$244.22	\$244.22
170388	2/28/2019		54K161597	CINTAS CORPORATION NO. 2	UNIFORM LAUNDERING SERVICE	\$214.00	\$231.22
	2/28/2019		54K161598		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$17.22	
170381	2/28/2019	170	20190207	STATE OF CALIFORNIA	HAZARDOUS WASTE GENERATOR FEE RETURN 2018	\$230.00	\$230.00
170333	2/21/2019	120	1026401	MISSION COMMUNICATIONS LLC	ANNUAL MANHOLE MONITOR SERVICE PACKAGE RNWL	\$227.40	\$227.40
170424	2/28/2019	122	43822	VALLEY OIL COMPANY	1 DRUM DEF FLUID	\$214.29	\$214.29
170292	2/21/2019	143	22076300	BECK'S SHOES	SAFETY SHOES: C. BOSICK	\$204.29	\$204.29
170441	3/1/2019	120	20190227	JOSE RODRIGUES JR	EXP REIMB: ANNUAL MTV TEAM RECOGNITION	\$203.31	\$203.31
170307	2/21/2019	113	20190219	CWEA	MEMBERSHIP RENEWAL - A. HERNANDEZ	\$188.00	\$188.00
170394	2/28/2019	113	1150216	ENTHALPY ANALYTICAL LLC	10 LAB SAMPLE ANALYSIS	\$185.00	\$185.00

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170399	2/28/2019	122	1841086115	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE		
						\$162.32	\$162.32
170329	2/21/2019		4589915	MALLORY SAFETY AND SUPPLY LLC	48 PR G-TEK GLOVES		
						\$162.04	\$162.04
170444	3/1/2019	171	38845401	SNAP-ON INDUSTRIAL	2 S13 TURBOS		
						\$149.39	\$149.39
170373	2/28/2019		359	BAY AREA BARRICADE SERVICE INC	3 MARKING PAINT		
						\$148.00	\$148.00
170408	2/28/2019	122	201556	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM		
						\$127.09	\$127.09
170369	2/28/2019	170	5199814	ALL INDUSTRIAL ELECTRIC SUPPLY	1 ABB MINI CRKT BRKR		
						\$125.81	\$125.81
170352	2/21/2019	141	20190131	SPOK INC	FEBRUARY 2019 PAGER SERVICE		
						\$124.08	\$124.08
170403	2/28/2019		4592344	MALLORY SAFETY AND SUPPLY LLC	36 PR G-TEK GLOVES		
						\$122.08	\$122.08
170406	2/28/2019	170	35740	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS		
						\$117.99	\$117.99
170398	2/28/2019	144	484979210	GLACIER ICE COMPANY INC	72 EA 7-LB BAGS OF ICE		
						\$115.63	\$115.63
170285	2/21/2019		20654100	ABC IMAGING, INC.	LEADERSHIP SCHOOL POSTER		
						\$101.67	\$101.67
170429	2/28/2019	132	29446	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES		
						\$99.00	\$99.00
170330	2/21/2019	170	77921600	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - JAN 2019		
						\$91.83	\$91.83
170315	2/21/2019	110	20190213	MOHAMMAD FARSAI	EXP REIMB: PROPANE TANK EXCHANGE		
						\$87.67	\$87.67
170340	2/21/2019	122	201321	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM		
						\$76.88	\$76.88
170311	2/21/2019		615320190220	DISH NETWORK	MAR 2019 - SERVICE FEE		
						\$65.91	\$65.91
170382	2/28/2019	132	355679	STATE OF CALIFORNIA	2 NEW HIRE FINGERPRINTS		
						\$64.00	\$64.00
170360	2/21/2019	136	98XW53059	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/02/19		
						\$11.18	\$11.18

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<b>Invoices:</b>				<b>Checks:</b>			
Credit Memos :			1	-38,106.14			
\$0 - \$1,000 :			160	1,157,698.39	\$0 - \$1,000 :	79	31,146.32
\$1,000 - \$10,000 :			74	5,024,243.06	\$1,000 - \$10,000 :	68	215,121.04
\$10,000 - \$100,000 :			14	398,422.95	\$10,000 - \$100,000 :	15	433,639.69
Over \$100,000 :			1	165,885.70	Over \$100,000 :	1	165,885.70
Total:			250	845,792.75	Total:	163	845,792.75



# Rally To Protest Concrete Plant Near School

Bay City News Service | February 23, 2019  
FREMONT (BCN)

Parents worried about emissions from a Fremont concrete and landscaping plant plan to rally Saturday afternoon to demand the business move away from homes and schools.

Operations at Tri-City Rock on Osgood Road in Fremont affect children at nearby schools, including Stratford Elementary School next door, rally organizers claim.

"As a parent of two school-aged kids, I am very concerned about hundreds of kids' exposure to pollution generated by this concrete batching facility right next to the school," said Andrew Shiu, parent of a Stratford student.

Organizers maintain that cement dust generated by the plant contains unhealthy particles that can cause asthma and other health problems.

Besides Stratford school, more children are affected at nearby Grimmer Elementary and Averroes High schools, said activists from Greenaction for Health and Environmental Justice and the California Environmental Justice Coalition.

Owners of the plant, however, maintain that they obtained a permit to operate from the Bay Area Air Quality Management District in 1987 and have been in compliance with the district's strict regulations ever since.

"For over 30 years now, Tri City Rock has co-existed alongside Grimmer Elementary School and other neighboring businesses and residents without complaint," according to a statement Saturday from Tri City Rock.

The company maintains that Stratford School was built two years ago alongside the company's property line -using 3,700 cubic yards of concrete supplied by Tri City Rock.

After the school opened in 2018, Tri City Rock has been "under siege" from school parents, seeking to shut down the company, according to Tri City Rock.

Due to the complaints, Tri City Rock has been subject to numerous unannounced inspections from local and state authorities, the company said. None of the inspections have found any violations with the company's operations, according to Tri City Rock.

Recent on-site air quality tests performed by the air district confirm that Tri City Rock is compliance with the regulations and well within health protective standards, posing no health risk to the neighboring students, including those who may already have asthma, according to the company's statement.

Activists, however, maintain that the air quality district has failed to take action to protect the kids from the dangerous emissions.

Representatives of the air district were not available for comment on Saturday.

Saturday's community rally is set for noon in front of Tri City Rock, 43157 Osgood Road in Fremont.

# EAST BAY TIMES

## BAY AREA INCOME

### **In some cities, making \$200,000 a year means you're middle class**

By Leonardo Castañeda

February 25, 2019

[lcastaneda@bayareanewsgroup.com](mailto:lcastaneda@bayareanewsgroup.com)

Middle-class incomes in some Bay Area cities are among the fastest growing in the country, but the definition of middle class in the region is reaching staggering levels.

San Francisco ranked number one for middle-class income growth among the nation's 200 largest cities, followed by Oakland and Fremont in second and third place, according to a new study from personal finance website GOBankingRates.

Two other Bay Area cities were in the top 10 — San Jose ranked sixth and Sunnyvale came in eighth. The study ranked cities based on a combination of household income measures from the U.S. Census Bureau over the past five years.

The study's definition of middle class is based on median household income, and with the Bay Area's median income among the nation's highest, the definition of middle class here is also among the highest.

Andrew DePietro, a finance writer at GOBankingRates and the study's author, said the standard he used to define middle class was household income between two-thirds and double the city's median — the same measure used by Pew Research.

That means that in Fremont, where the median household income is \$122,200, households that make at least \$81,500 and up to \$244,400 are considered middle class by GOBankingRates. Median household income in the city grew 23 percent over the past five years. That was the highest range among the five Bay Area cities.

In San Jose, where the median household income of \$96,600 has grown 19 percent in the past five years, middle class is \$64,400 to \$193,300.

Someone outside the Bay Area might look at a household making \$200,000 a year and think they're wealthy, DePietro said.

"No no no, these are middle class, for these regions," he said.

Among the Bay Area cities in the study, Sunnyvale had the second highest income requirement to fall in the middle class — \$78,900 to \$236,600. That's more than twice the range for Salt Lake City, which came in fifth for middle class growth in the study and had an income range of \$36,000 to \$108,000. And Oakland had the lowest income range at \$42,200 to \$126,500.

Those ranges can be surprising because a lot of people mis-classify themselves as middle class, DePietro said.

"When I was doing this story it made me think, personally, yeah I'm barely technically middle class," said DePietro, who lives in Los Angeles.

A GOBankingRates poll in December found a fifth of Americans think they're middle class, but in reality they are not. Most of that is people who are low income but consider themselves middle class.

DePietro said Bay Area cities, as well as Denver, Seattle and Portland, Oregon, have some of the most successful middle classes in the country because of the changing nature of middle class. Before, he said, middle class tended to apply to people with a craft or a small business.

"The new modern middle class is based on tech, health care," he said. "Those sectors are growing," particularly in the Bay Area.

# EAST BAY TIMES

## REGIONAL PLAN

### Housing group finds its CASA isn't their casa

Small cities fear losing control over own development

**By Marisa Kendall**

*March 4, 2019*

[mkendall@bayareanewsgroup.com](mailto:mkendall@bayareanewsgroup.com)

From Cupertino to Pleasanton, small cities around the Bay Area are challenging a massive regional plan to fix the housing crisis, worried they will lose control over what gets built within their borders and be forced to pay for solutions they don't want.

Officials are gearing up for what promises to be a long and contentious battle over the "CASA Compact" — a set of 10 emergency housing policies that could force Bay Area cities to impose rent control, allow taller buildings, welcome in-law units and pay into a regional pot to fund those changes.

The plan was penned by a group of power brokers known as "The Committee to House the Bay Area," which includes elected officials from the region's largest cities, transportation agencies, housing developers, local tech companies and others. The group was pulled together by the Association of Bay Area Governments and the Metropolitan Transportation Commission.

So far, Bay Area legislators have introduced 13 bills to implement the CASA policies. But officials in many smaller Bay Area cities say they weren't invited to the table and their interests weren't taken into account.

"There are some in some areas that just want to say, 'No, this is off the table. We're not doing this,'" said Campbell City Councilman and former Mayor Paul Resnikoff.

As the Bay Area grapples with a housing shortage that has driven the cost of buying and renting to astronomical heights, the looming CASA battle highlights an ongoing power struggle. Local officials are fighting to keep control of development within their borders, while legislators try to force them to do what many of the smaller cities have not: build more homes.

"The status quo isn't working," said Leslye Corsiglia, a CASA co-chair and executive director of affordable housing advocacy organization SV@ Home. "We've been managing our housing problem on a city-by-city basis, and we've got some cities that are doing everything that they can given the resources available, and we've got some cities that aren't."

The CASA Compact proposes a 15-year rent cap throughout the Bay Area, which would prevent landlords from raising prices more than 5 percent a year, on top of increases for inflation. The compact also calls for a Bay Area-wide just cause eviction policy, which would prevent landlords from evicting tenants except for certain approved reasons. And it calls for new zoning policies that would allow for taller buildings near transit stops.

The MTC endorsed the plan in December, and ABAG gave it a thumbs-up in January. The mayors of San Jose, Oakland and San Francisco took part in the CASA discussions and signed off on the final document. But almost as soon as the plan was unveiled, many smaller cities started gearing up for a fight.

Corsiglia acknowledged the CASA committee should have done more to reach out to the smaller Bay Area cities. To bridge that gap, the MTC and ABAG are holding dozens of meetings with city leaders around the Bay Area, and the CASA team has tapped the Non-Profit Housing Association of Northern California to lead a ramped-up communication effort. The association plans to reach out to residents through the media, online and in community meetings.

“We want to have those conversations, and build that momentum and support and dispel the fears people have,” said Non-Profit Housing Association Executive Director Amie Fishman.

City leaders aren’t the only ones disappointed with the plan. It has sparked criticism from tenant advocates, who say it doesn’t go far enough to protect renters, and landlords, who say it goes too far.

“The nature of a compromise is that people are going to like certain parts and not like others,” Corsiglia said.

Many of the cities speaking out against the CASA Compact have been criticized in the past for failing to build enough housing.

In Cupertino, which approved 19 new multifamily units last year, Mayor Steven Scharf recently bashed the proposal in his State of the City speech, calling the group pushing the plan “the committee to destroy the Bay Area.” Its vision is “very scary,” he said. And he doesn’t intend to accept it.

“A lot of smaller cities are banding together regarding CASA,” Scharf said, “trying to at least mitigate the damage that it would do.”

Scharf said he’s talking with mayors from nearby cities, including Campbell and Los Gatos. He’s weighing the possibility of sending a lobbyist to Sacramento, in part to fight CASA bills, and splitting the cost with neighboring cities.

Many Bay Area cities are balking at a CASA proposal that would require them to help fund the new housing initiatives by giving up 20 percent of their future property tax increases. The compact would cost an estimated \$2.5 billion a year, \$1.5 billion of which its authors hope to get from taxes and fees applied to property owners, developers, employers, local governments and taxpayers.

“That attack on our local revenue base would be problematic,” Resnikoff said. The Campbell city councilman is working with the Cities Association of Santa Clara County on a formal response.

Pleasanton and its Tri-Valley neighbors — Livermore, Danville, Dublin and San Ramon — also are organizing a joint response.

The Pleasanton director of community development, Gerry Beaudin, worries that CASA legislation could wreak havoc on the character of his city’s quaint, historic downtown. The neighborhood’s proximity to an ACE train station could subject it to mandatory higher-density zoning rules, he said.

“There’s a recognized need to address housing,” Beaudin said. “I’m not sure that the way that this happened is the right way to get momentum on this issue. It just created a lot of questions and concerns from a lot of the areas that need to be part of the conversation.”

*Contact Marisa Kendall at 408- 920- 5009.*

**GEOTECHNICAL CONSULTING SERVICES  
AGREEMENT  
BETWEEN  
UNION SANITARY DISTRICT  
AND  
DMC CONSULTING, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF February 11, 2019,  
BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and  
DCM CONSULTING, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to consult with the Engineer on geotechnical issues related to various projects (hereinafter referred to as Project), and,

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

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

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

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

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

**ARTICLE 2 - COMPENSATION**

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

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

Definitions are as follows:

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

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

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

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

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

### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.
- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.
- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.

- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

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

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

#### ARTICLE 7 - SUBCONTRACTING

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

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

## ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

## ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.
- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.

- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

#### ARTICLE 11 - INSURANCE

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

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

3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

- 11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.
- 11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.
- 11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.
- 11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, whichever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

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

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders,

codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

#### ARTICLE 16 - TERMINATION OF CONTRACT

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

#### ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this

Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

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

#### ARTICLE 18 - MISCELLANEOUS

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

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 15), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

## ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

## ARTICLE 21 – NOT USED

## ARTICLE 22 – NOT USED

## ARTICLE 23 - EXCEPTIONS

- 23.1 Replace Article 2.1 with the following:

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

- (1) Labor rates in accordance with the attached Exhibit A – Fee Schedule. Such rates shall include compensation for direct labor, fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charges.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct Labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the time of executive and administrative personnel and other whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the others whose time is not identifiable to the Project or to any same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) Other non-labor direct project charges are not included in the Engineer's overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

23.2 Add new Article 2.10 to read as follows:

"2.10 – Total compensation shall not exceed \$40,000 over a period of two (2) years."

23.3 Add new Article 3.4 to read as follows:

"3.4- The term of this Agreement shall be (2) years from the date of this Agreement."

23.4 Replace Article 11.6 with following:

"11.6 Engineer will furnish the District with certificates of insurance and endorsements issues by Engineer's insurance carrier and countersign by an authorized agent or representative of the

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

23.5 Add new Article 11.7 as follows:

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

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

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


UNION SANITARY DISTRICT

DCM CONSULTING, INC.

By:   
Name: Sami Ghossain

Title: Manager of Technical Services

Date: 2/11/19

By:   
Name: David C. Mathy

Title: Principal Engineer

Date: 12/20/18