

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
September 23, 2019**

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

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

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

VISITORS: Roelle Balan, Tri-City Voice Newspaper

APPROVE MINUTES OF THE BOARD MEETING OF SEPTEMBER 9, 2019

It was moved by Secretary Kite, seconded by Director Lathi, to Approve Minutes of the Board Meeting of September 9, 2019. Motion carried unanimously.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

AWARD THE CONSTRUCTION CONTRACT FOR THE HEADWORKS SCREENS REPLACEMENT PROJECT TO KIEWIT INFRASTRUCTURE WEST CO.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Project will include replacement of the two existing mechanical screens and installation of a new mechanical screen, in addition to replacement of the trash compactor. The scope of work was listed in the Board meeting packet. Staff advertised the Project for bids in June, and the two bids received were opened July 25, 2019. The Engineer's Estimate for the Total Base Bid of the Project was \$2.5 million. Kiewit Infrastructure West Co. submitted the low Total Base Bid of \$1,816,115, which was 27.4% lower than the Engineer's Estimate. Detailed results were presented in Table 1 included in the Board meeting packet. There were two bid alternates. Bid Alternate A was a deductive bid item to delete the replacement of one existing mechanical screen. Staff recommended excluding Bid Alternate A from the construction contract and including Bid Alternate B. Kiewit agreed to furnish the mechanical screen from one of the listed manufacturers without change to its bid price. No bid protests were received. The contractor will have 392 calendar days to complete the Project from Notice to Proceed with an estimated completion date of October 2020. Staff recommended the Board award the Construction Contract for the Headworks Screens Replacement Project to Kiewit Infrastructure West Co. in the amount of \$1,822,115.

It was moved by Director Fernandez, seconded by Vice President Handley, to Award the Construction Contract for the Headworks Screens Replacement Project to Kiewit Infrastructure West Co. in the amount of \$1,822,115. Motion carried unanimously.

####

AGREEMENT FOR THE CONSTRUCTION OF

Headworks Screens Replacement Project

Project No. 900-502

THIS AGREEMENT, made and concluded, in duplicate, this 23rd day of September, 2019, between the UNION SANITARY DISTRICT ("District"), Union City, California, and KIEWIT INFRASTRUCTURE WEST CO. ("Contractor"), License No. 433176.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Headworks Screens Replacement Project (Project No. 900-502)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of one million eight hundred twenty two thousand one hundred and fifteen dollars (\$1,822,115) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated July 25, 2019, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternate that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternate B. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

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

Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

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

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

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

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

3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

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

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

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

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

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

may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

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

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

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

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

12. The Contractor shall be provided the time period specified in Section 01340-2.0,

MATERIAL AND EQUIPMENT SUBSTITUTIONS, for submission of data substantiating a request for a substitution of an "or equal" item.

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

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

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

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

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

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

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

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

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

acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 23rd day of September 2019.

KIEWIT INFRASTRUCTURE WEST CO.

By: 
Eric M. Scott

Senior Vice President

Address: 4650 Business Center Drive, Fairfield, California 94534

UNION SANITARY DISTRICT

By: 
Pat Kite

Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:


Karen Murphy
Attorney for Union Sanitary District

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH JACOBS ENGINEERING GROUP, INC. FOR THE ODOR CONTROL PILOT STUDY

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the District hired Jacobs Engineering Group, Inc. (Jacobs) to conduct the Odor Control Alternatives Study in 2017. The goal of the study was to provide the District options to evaluate when considering possible odor control enhancements in the future. Staff recommended conducting pilot tests of the vapor phase treatment technologies to allow staff to assess the effectiveness of each technology, gain practical experience in the operation of the equipment, and evaluate operation and maintenance costs. The scope of services to be included in Task Order No. 1 were outlined in the Board meeting packet. Staff anticipate the Study to be completed by the end of 2020. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Jacobs Engineering Group, Inc. in the amount of \$98,713 for the Odor Control Pilot Study.

Section 12.7 of the Odor Control Pilot Study Agreement sets a limit for the Engineer's liability for the District's damage. Jacobs had requested the limit be set at \$5 million. Jacobs later agreed to accept is the District's standard formatting language without the \$5 million listed. The \$5 million will be removed from the agreement to be submitted to the General Manager for signature.

It was moved by Vice President Handley, seconded by Secretary Kite, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Jacobs Engineering Group, Inc. in the amount of \$98,713 for the Odor Control Pilot Study, with a strikethrough on the \$5 million listed on section 12.7 of the agreement. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH AECOM TECHNICAL SERVICES, INC. FOR THE CENTRIFUGE BUILDING IMPROVEMENTS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board previously authorized an Agreement and Task Order No. 1 for preliminary design services for the Centrifuge Building Improvements Project with AECOM at the Board meeting held January 14, 2019. Through the preliminary design process, AECOM identified a number of improvements including a recommendation to keep the existing conveyor troughs and replace the shafted screw conveyors with new shaftless screw conveyors. AECOM also recommended the installation of a truck scale inside the Centrifuge Building and extension of the Sludge Loadout Room to encompass the truck with roll up doors closed to reduce odors during the sludge loadout process. AECOM's preliminary construction estimate for these improvements is \$4.5 million. The Task Order No. 2 fee for the final design phase is summarized in the table included in the Board meeting packet. In addition to this scope, AECOM will also model and create a distribution network model of the Plant's No. 1 water system and analyze the No. 1 water needs at various Plant processes. Staff anticipate final design to be completed by Spring/Summer 2020, with construction

scheduled to begin by Fall 2020. Staff recommended the Board authorize the General Manager to execute Task Order No. 2 with AECOM Technical Services, Inc. in the amount of \$573,569 for the Centrifuge Building Improvements Project

It was moved by Director Lathi, seconded by Vice President Handley, to Authorize the General Manager to Execute Task Order No. 2 with AECOM Technical Services, Inc. in the amount of \$573,569 for the Centrifuge Building Improvements Project. Motion carried unanimously.

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

This was removed from the agenda and will be considered at a future meeting.

INFORMATION ITEMS:

Annual Report to Union City Fiscal Year 2019

This item was reviewed by the Legislative Committee. Treatment & Disposal Services Manager Lopez presented a desk item showing edits to the annual report to be sent to the City of Union City, which reflected Legislative Committee edits. The desk item was added to the Board meeting packet. Treatment & Disposal Services manager Lopez stated the first part of the letter outlined the use permit history. General Manager Eldredge will deliver the report to City Manager Malloy.

Agreement with Carollo Engineers for General Engineering Services

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated that for a number of years, the District has had several general agreements with numerous engineering consultants for a two-year period with an annual cost ceiling. One such agreement was with Carollo. The last agreement was executed in 2015 for \$50,000 for a two-year period. Since then, two amendments were executed that extended the term to July 6, 2019, with a cost ceiling of \$62,000. There were six task orders approved under the agreement, which were summarized in Table 1 in the Board meeting packet. On September 5, 2019, staff executed a new agreement with Carollo, not to exceed \$50,000 for a period of two years.

Status of Priority 1 Capital Improvement Program Projects

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board approved the Capital Improvement Program (CIP) budget for Fiscal Year 2019 in the amount of \$9.29 million for design and construction of 31 CIP projects. The projects were ranked Priority 1, 2, or 3 based upon criteria prepared by staff and approved by the Executive Team. For Fiscal Year 2019, 12 projects were ranked as Priority 1. The status of Priority 1 CIP projects is reviewed by the Executive Team at the end of each quarter and a copy of the status report was included in the Board meeting packet.

Fourth Quarterly Report on the Capital Improvement Program for FY19

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated fourth quarter expenditures for Fiscal Year 2019 were presented in graphs included in the Board meeting packet. The graphs depicted actual expenditures versus approved budget for Capacity Fund 900, the Renewal and Replacement Fund 800, and for both funds combined. Total CIP expenditures up to June 30, 2019, were under projections for the fourth quarter by approximately \$2,540,000. The projects that had variances from projected expenditures were the Digester No. 3, Standby Power Upgrade, Forcemain Corrosion and the Wet Weather Flow Management projects. Information regarding the variances was included in the Board meeting packet

Report on the East Bay Dischargers Authority (EBDA) Meeting of August 15, 2019

Director Lathi provided an overview of the August 15 EBDA meeting minutes included in the Board meeting packet.

Check Register

Staff responded to Boardmember questions regarding the Check Register.

COMMITTEE MEETING REPORTS:

The Engineering and Information Technology and Legislative Committee met.

General Manager Eldredge stated the District's EBDA (East Bay Dischargers Authority) JPA Ad Hoc met on September 17, 2019.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- General Manager Eldredge shared a brief video showing District capturing various labeled flushable wipes in the collection system. District staff participated in a trial sponsored by National Association of Clean Water Agencies (NACWA) and the California Association of Sanitation Agencies (CASA) to demonstrate how flushable wipes perform within the collection system.
- The District received notification that the City of Union City's computer systems have been down. The City has been sending updates on the matter via press release.
- The annual Newark Days celebration was held recently and Secretary Kite represented the District in the parade. District staff hosted an information table at the community information faire.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 7:43p.m. to a Special Meeting in the Alvarado Conference Room on Tuesday, September 24, 2019, at 5:30 p.m.

The Board will then adjourn to a Special Meeting in the Alvarado Conference Room on Tuesday, October 1, 2019, at 5:30 p.m.

The Board will then adjourn to a Special Meeting in the Alvarado Conference Room on Monday, October 7, 2019, at 6:00 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, October 14, 2019, at 7:00 p.m.

SUBMITTED:



MAY BAUTISTA
ADMINISTRATIVE SPECIALIST

ATTEST:



PAT KITE
SECRETARY

APPROVED:



JENNIFER TOY
PRESIDENT

Adopted this 14th day of October 2019