

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
October 14, 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  
Karen Murphy, 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  
Gene Boucher, Human Resources Manager  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk  
May Bautista, Administrative Specialist

VISITORS:

Molly Morse, Mango Materials  
Allison Pieja, Mango Materials  
Anne-Schauer-Gimenez, Mango Materials

**APPROVE MINUTES OF THE BOARD MEETING OF SEPTEMBER 23, 2019**

It was moved by Director Lathi, seconded by Secretary Kite, to Approve Minutes of the Board Meeting of September 23, 2019. Motion carried unanimously.

**APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF SEPTEMBER 24, 2019**

It was moved by Vice President Handley, seconded by Director Fernandez, to Approve Minutes of the Special Board Meeting of September 24, 2019. Motion carried unanimously.

### **APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF OCTOBER 1, 2019**

It was moved by Director Lathi, seconded by Secretary Kite, to Approve Minutes of the Special Board Meeting of October 1, 2019. Motion carried unanimously.

### **APPROVE MINUTES OF THE SPECIAL BOARD MEETING OF OCTOBER 7, 2019**

It was moved by Director Fernandez, seconded by Vice President Handley, to Approve Minutes of the Special Board Meeting of October 7, 2019. Motion carried unanimously.

### **AUGUST 2019 MONTHLY OPERATIONS REPORT**

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided details regarding one odor report, and an overview of the August 2019 Monthly Operations Report included in the Board meeting packet. Business Services Coach Brenner provided an overview of the financial reports included in the Board packet. Staff responded to Boardmember questions regarding the Monthly Operations Report.

### **WRITTEN COMMUNICATIONS**

There were no written communications.

### **PUBLIC COMMENT**

There was no public comment.

### **GENERAL DISTRICT ELECTION:**

**(A) CONSIDER A RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON TUESDAY, MARCH 3, 2020, FOR THE PURPOSE OF ELECTING THREE DIRECTORS; AND**

**(B) CONSIDER A RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON MARCH 3, 2020, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020**

This item was reviewed by the Personnel Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Alameda County will conduct its statewide direct primary election on March 3, 2020, and it is customary to consolidate the District's general election with the primary election. In 2020, the terms of one seat from Ward 1 (Union City), one seat from Ward 2 (Newark), and one seat from Ward 3 (Fremont) will expire. The filing period for candidates for the three District Board of Directors positions runs from November 11, 2019, to and including December 6, 2019. Following adoption of the

proposed resolutions, a notice of consolidation must be filed with the Registrar of Voters. Staff recommended the Board adopt the proposed resolutions.

It was moved by Vice President Handley, seconded by Director Kite, to Adopt Resolution No. 2865 Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on Tuesday, March 3, 2020, for the Purpose of Electing Three Directors. Motion carried unanimously.

####

**RESOLUTION NO. 2865**

**RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING  
NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY  
DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON MARCH 3, 2020  
FOR THE PURPOSE OF ELECTING THREE DIRECTORS**

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT, Alameda County, California, as follows:

SECTION 1: That an election be, is hereby ordered and called to be held; and,

NOTICE IS HEREBY GIVEN

that the election will be held in UNION SANITARY DISTRICT, Alameda County, California, on Tuesday, March 3, 2020, at the time for the holding of the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201, State of California, for the purpose of electing

ONE DIRECTOR, WARD 1; UNION CITY  
ONE DIRECTOR, WARD 2; NEWARK  
ONE DIRECTOR, WARD 3; FREMONT

to hold office for the term prescribed by law and until the election and qualifications of their successors. Terms of office are for four years.

SECTION 2: The election hereby called and ordered to be held in the District, including the nomination of candidates and the election of Directors and all matters pertaining thereto shall be held and conducted and the results ascertained, determined, and declared in accordance with the applicable provisions of the Health and Safety Code and Elections Code and substantially as herein prescribed and in all other respects as nearly as practicable in conformity to the general election laws of the State of California.

SECTION 3: One Director shall be elected from Ward One, one Director shall be elected from Ward Two, and one Director shall be elected from Ward Three, as defined in Union Sanitary District Ordinance No. 33, at the election, for the term prescribed by law. The Directors shall be residents and registered voters of UNION SANITARY DISTRICT and from the geographical area of the respective Ward each candidate seeks to represent. The ballot shall contain the names of the persons nominated for the office of Director of UNION SANITARY DISTRICT. Candidates shall declare their candidacy; election returns shall be canvassed; the election shall be held and conducted; the results shall be declared; and the certificates of election shall be issued in the same manner as the Declaration of Candidacy, election, canvassing of returns, declaration of results, and issuance of Certificates of Election for County Officers are made, declared, held, conducted, and issued consistent with the provisions of the Elections Code of California and California Health and Safety Code Section 6580.1.

SECTION 4: The election provided for herein is ordered consolidated in accordance with law, with the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201 to be held in the County of Alameda and in the territory of the UNION SANITARY DISTRICT on March 3, 2020; and the Board of Supervisors of Alameda County is authorized to cause the canvass of the returns of the District election and certify the results of the

canvass to the Board of Directors of UNION SANITARY DISTRICT; and such election within the area of the District shall be held in all respects as if there were only one election; and only one form of ballot shall be used thereat; and the election precincts, polling places, and voting booths shall in every case be the same; and there shall be only one set of election officers in each of the precincts, and they shall be those selected and designated by the Board of Supervisors of Alameda County, California, for the Statewide Direct Primary Election.

SECTION 5: Official petitions for eligible candidates desiring to file for each office may be obtained from the office of the Registrar of Voters. Appointment to each elective office will be made as prescribed by California Elections Code Section 10515 in the event there are no nominees for any specific seat or seats and a petition for an election is not filed within the time prescribed by Elections Code Section 10515. In the event of a tie vote, the tie shall be resolved by lot.

SECTION 6: At the next regular meeting of the Board of Directors of UNION SANITARY DISTRICT held after the receipt of the returns of the canvass by the Board of Supervisors of Alameda County, California, the Board of Directors shall determine the results of the election and shall provide a statement of the results of the election as ascertained by the canvass, giving the total votes cast for each candidate for office of Director voted upon at the election.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

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

  
\_\_\_\_\_  
JENNIFER TOY  
President, Board of Directors  
Union Sanitary District

Attest:

  
\_\_\_\_\_  
PAT KITE  
Secretary, Board of Directors  
Union Sanitary District

It was moved by Director Fernandez, seconded by Director Lathi, to Adopt Resolution No. 2866 Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Statewide Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on March 3, 2020. Motion carried unanimously.

####

RESOLUTION NO. 2866

**RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON MARCH 3, 2020, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020**

WHEREAS, the Board of Directors of the UNION SANITARY DISTRICT of Alameda County, State of California, has called a General District Election to be held in said District on March 3, 2020, for the purpose of electing a successor for each of the three (3) members whose terms are about to expire; and

WHEREAS, the Board of Directors of UNION SANITARY DISTRICT has declared its intention that all General District Elections for the election of Directors be consolidated with and held on the same date as the Statewide Direct Primary Election is to be held in accordance with Section 6580.1 of the Health and Safety Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Union Sanitary District as follows:

1. That the General District Election to be held on March 3, 2020, in the UNION SANITARY DISTRICT, of Alameda County, shall be and the same hereby is consolidated with the Statewide Direct Primary Election to be held on that date.

2. Pursuant to the provisions of Elections Code Section 10400 *et seq.* of the State of California, the Board of Directors of the UNION SANITARY DISTRICT hereby requests the Board of Supervisors of Alameda County, California, to consolidate, in accordance with the law, the General District Election ordered and called to be held on March 3, 2020, with the Statewide Direct Primary Election to be held on March 3, 2020, as provided by Elections Code, Sections 1000(d) and 1201 and Section 6580.1 of the Health and Safety Code of California.

3. Any candidate filing a candidate's statement of qualifications pursuant to California Elections Code Section 13307 shall pay the actual prorated costs of printing and handling said candidate's statement as provided therein. Such payment is to be made in advance to the Registrar of Voters. The candidate's statement shall contain no more than 200 words. Candidates will not be permitted to submit other materials to be sent with the sample ballot and voter's pamphlet.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

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

  
\_\_\_\_\_  
JENNIFER TOY  
President, Board of Directors  
Union Sanitary District

Attest:

  
\_\_\_\_\_  
PAT KITE  
Secretary, Board of Directors  
Union Sanitary District

### **DISCUSS PROPOSED REVISIONS TO POLICY 3070, BOARDMEMBER OFFICERS AND COMMITTEE MEMBERSHIP**

This item was reviewed by the Legal/Community Affairs Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Policy No. 3070, Boardmember Officers and Committee Membership, provide direction on how the Board selects officers and appoints internal and external committee members. The timing of officer selection and committee appointments currently reflects a June election date. Now that the state-wide primary election will be held in March, staff has prepared this item to seek Board direction before revising Policy 3070. Staff recommended that the Policy be amended to state that the election of Board Officers be held annually. In election years, the election of Board Officers would be conducted at the first regular meeting, following the certification of Board election results and in non-election years, Board Officers will be selected twelve months after they have been selected the year prior. These revisions do not include a specific month in the event the State alters the primary election schedule again in the future. With internal committee appointments, staff is recommending the policy be revised to simply state that the informational item on committee appointments be agenzized at the next regular meeting following the selection of the Board Officers. For external committee assignments, the policy states assignments are made no later than the first regularly scheduled meeting in May. With the change in election date, staff recommends that the policy provide that external committee assignments be agenzized and selected at the same meeting as the informational report on internal committees. Option A is for selected members to immediately take on their new role in external committees; or Option B is for the assignments to begin on July 1, except in the event that the assignment would be vacant and requires an immediate replacement.

Staff will revise the Policy 3070 to reflect internal committee appointments be agenzized at the next regular meeting following the selection of the Board Officers. For External Committees, to reflect Option B. The Board may choose to follow a rotation of officers. Should the EBDA representative no longer on the Board, a new person will be appointed. Staff will draft the Policy and present at a future Board meeting for consideration.

### **CONSIDER APPROVAL OF A LICENSE AGREEMENT BETWEEN UNION SANITARY DISTRICT AND MANGO MATERIALS**

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated that this was a License Agreement between the District and Mango Materials, where they produce plastics from biogas and methane. General Manager Eldredge introduced Molly Morse, Allison Pieja, and Anne-Schauer-Gimenez, from Mango Materials, then provided background on the Agreement. Mango Materials approached the District a few years ago and at the time, the District was unable to accommodate the request. Mango Materials then moved across the bay to Silicon Valley Clean Water for a number of years but that site was no longer viable due to reasons beyond their control. They recently reached out to the District again a few months ago about obtaining the use of District property for a project to produce bioproducts from biogas. General Manager Eldredge acknowledged that the District is currently undertaking several large capital initiatives in addition to the already ambitious capital programs, EBDA negotiations, succession planning and daily operations, to name a few.

It would have been completely justifiable to pass on this concept. Staff and Mango Materials have done a commendable job working through the challenges in a way that was acceptable to all parties. The details of the license agreement included in the Board packet and has been vetted by both attorneys. The proposed license agreement provides Mango Materials the opportunity to construct and operate at the District. Approval of the License Agreement does not ensure that Mango Materials will proceed with its proposed project. Molly shared a brief presentation on their product, processes, and proposed site layout at the District. Staff recommended to approve and authorize the execution of a License Agreement between the District and Mango Materials, subject to minor revisions that may be approved by the General Manager and General Counsel.

It was moved by Director Lathi, seconded by Vice President Handley, to Approve and Authorize the Execution of a License Agreement between the District and Mango Materials.

**CONSIDER A RESOLUTION TO ALLOW UNION SANITARY DISTRICT TO JOIN THE CSAC (CALIFORNIA STATE ASSOCIATION OF COUNTIES) EXCESS INSURANCE AUTHORITY**

This item was reviewed by the Personnel Committee. Human Resources Manager Boucher stated that the resolution was to allow the District to join the CSAC Excess Insurance Authority, A Joint Powers Authority, for the sole purpose of finding cost effective insurance solutions and risk management services for its members, which include 55 counties in California. By bringing our Vision insurance (VSP) to Alliant we can ease the administration of services by having one provider instead of two. In addition, by moving our self-insured Dental Plan and Vision Service plan into the CSAC Excess Insurance Authority we can also save additional District costs in providing these benefits to our employees by going into this pool. Staff recommended to approve a resolution allowing the District to join the CSAC Excess Insurance Authority for dental and vision insurance.

It was moved by Director Lathi, seconded by Director Fernandez, to Adopt Resolution No. 2867 Allowing the District to Join the Excess Insurance Authority (CSAC) for Dental and Vision Insurance. Motion carried unanimously.

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**UNION SANITARY DISTRICT  
RESOLUTION NO. 2867**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
UNION SANITARY DISTRICT JOINING THE CSAC EXCESS INSURANCE AUTHORITY**

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Union Sanitary District (District) desires to join together with the members of the CSAC Excess Insurance Authority (Authority) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

**WHEREAS**, the Authority has determined that it is necessary for each member of the Authority to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and the Authority.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Union Sanitary District that the Board of Directors does hereby:

1. Approve the Union Sanitary District becoming a member of the CSAC Excess Insurance Authority; and
2. Authorize execution of the CSAC Excess Insurance Authority Joint Powers Agreement, in the form attached hereto (JPA); and
3. Except as to actions that must be approved by the Board of Directors, the General Manager or Human Resources Manager is hereby appointed and authorized to act on behalf of the District in all matters relating to the District and the Authority, including the execution of the JPA and all documents required to implement the District's participation in the Authority.

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of Union Sanitary District, Alameda County, California, at a meeting held on the 14th day of October, 2019.

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

  
\_\_\_\_\_  
Jennifer Toy  
President, Board of Directors  
UNION SANITARY DISTRICT

Attest:

  
\_\_\_\_\_  
Pat Kite  
Secretary, Board of Directors  
UNION SANITARY DISTRICT

**CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8098 – GLASS BAY, LOCATED AT 8400 ENTERPRISE DRIVE, IN THE CITY OF NEWARK**

This was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated the developer, TH-HW Newark, LLC, is constructing 216 single-family dwellings for Tract 8098, located at 8400 Enterprise Drive, in the city of Newark. The roadways have been designated as private streets by the City of Newark. TH-HW Newark, LLC, has constructed the new 8-inch sewer mains and has granted the District sanitary sewer easements that provide for access, maintenance, and service of the new sewer mains in the private roadways of the development. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark.

It was moved by Vice President Handley, seconded by Director Kite, to Adopt Resolution No. 2868 to Accept a Sanitary Sewer Easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark. Motion carried unanimously.

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**RESOLUTION NO. 2868**

**ACCEPT A SANITARY SEWER EASEMENT FOR  
TRACT 8098 – GLASS BAY, LOCATED AT 8400 ENTERPRISE DRIVE IN THE  
CITY OF NEWARK, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from TH-HW NEWARK, LLC, executed on November 8, 2016, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

  
\_\_\_\_\_  
JENNIFER TOY  
President, Board of Directors  
Union Sanitary District

Attest:

  
\_\_\_\_\_  
PAT KITE  
Secretary, Board of Directors  
Union Sanitary District

**AWARD THE CONSTRUCTION CONTRACT FOR THE ALVARADO INFLUENT PUMP STATION IMPROVEMENTS 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 pumps, piping, various frequency drives, electric switchboard, gate valves, and strengthening connections. Staff advertised the Project for bids in July, and the two bids received were opened September 26, 2019. The Engineer's estimate for the Base Bid and all Bid Alternates (Total Contract Price) was \$11.35 million. Detailed results were presented in the Board meeting packet. Because of the high number and value of the bid alternates in the Project and to encourage bidders submit actual bid values for the base bid and bid alternates, staff implemented a new blind bid process under the guidance of legal counsel. The determination of the apparent lowest bidder would be based upon an evaluation of the Base Bid and Bid Alternates. The summary of the blind bid opening process is listed in the Board meeting packet. Kiewit's apparent low bid of the Total Contract Price is 22.7% lower than the Engineer's Estimate. Because Kiewit's bid for the Total Contract Price is significantly lower than the Engineer's Estimate, staff recommended awarding the entire Project scope. The contractor will have 730 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in October 2021. Staff will hire a consultant to provide construction management and inspection services for the Project. Staff recommended the Board award the construction contract, including Bid Alternates A through F, for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660.

It was moved by Director Fernandez, seconded by Director Kite, to Award the Construction Contract for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660. Motion carried unanimously.

####

**AGREEMENT FOR THE CONSTRUCTION OF**

**Alvarado Influent Pump Station Improvements Project**

**Project No. 800-501**

THIS AGREEMENT, made and concluded, in duplicate, this 14<sup>th</sup> day of October 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: **Alvarado Influent Pump Station Improvements Project (Project No. 800-501)** 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 eight million eight hundred ninety thousand six hundred and sixty dollars (\$8,890,660) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated September 26, 2019, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternates A through F. 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 14<sup>th</sup> day of October 2019.

**KIEWIT INFRASTRUCTURE WEST CO.**

By: Eric M. Scott  
Eric M. Scott

Senior Vice President

Address: 4650 Business Center Drive, Fairfield, California 94534

**UNION SANITARY DISTRICT**

By: Pat Kite  
Pat Kite

Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen Murphy  
Karen Murphy  
Attorney for Union Sanitary District

**AWARD THE CONSTRUCTION CONTRACT FOR THE CALCIUM THIOSULFATE  
CHEMICAL TANK PROJECT TO D.W. NICHOLSON CORPORATION**

This item was reviewed by the Engineering and Information Technology Committee. The purpose of this Project is to construct a dechlorination chemical storage and dosing system to handle possibly higher and more frequent final effluent discharges to the Old Alameda Creek. This facility will be constructed in two phases. In Phase 1, a larger chemical storage tank and concrete pad will be constructed for use with the current dechlorination pump and piping system during the wet weather season of 2019-20. In Phase 2, new pumps, piping, electrical, and instrumentation will be constructed for a complete and more functional dechlorination chemical storage and dosing system. Staff advertised the Project for bids in September, and the two bids received were opened on October 1, 2019. The Engineer's estimate for the Base Bid and Bid Alternate A (Total Contract Price) was \$180,000. D. W. Nicholson Corporation (DWN) submitted the lowest bid with a total bid amount of \$257,000, approximately 42.8% higher than the Engineer's Estimate. The cost of materials came in higher because the electrical underground boxes and the installation of the tank and underground piping work will be more labor intensive than initially estimated. The Project's construction period will be 75 calendar days with an estimated completion in December 2019. Staff will provide construction management and inspection services.

It was moved by Director Kite, seconded by Director Fernandez, to Award the Construction Contract for the Calcium Thiosulfate Chemical Tank Project to D.W. Nicholson Corporation in the amount of \$257,000. Motion carried unanimously.

####

## AGREEMENT FOR THE CONSTRUCTION OF

### Calcium Thiosulfate Chemical Tank Project

#### Project No. 800-533

THIS AGREEMENT, made and concluded, in duplicate, this 14<sup>th</sup> day of October 2019, between the UNION SANITARY DISTRICT ("District"), Union City, California, and D. W. Nicholson Corporation ("Contractor"), License No. 68847.

#### 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: **Calcium Thiosulfate Chemical Tank Project (Project No. 800-533)** 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 Two Hundred Fifty Seven Thousand Dollars (\$257,000.00) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated October 1, 2019, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the Bid Alternate A that has been accepted by the District and is hereby incorporated in the Agreement. 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.

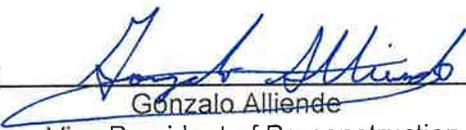
19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement 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 14th day of October 2019.

**D. W. NICHOLSON CORPORATION**

By:   
Gonzalo Alliende  
Vice President of Preconstruction  
Address: 24747 Clawiter Road, Hayward, CA 94545

**UNION SANITARY DISTRICT**

By:   
Pate Kite  
Board Secretary  
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

  
Karen W. Murphy  
Attorney for Union Sanitary District



**AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 3 WITH WOODARD & CURRAN, INC. FOR THE HEADWORKS SCREEN NO. 3 PROJECT**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated this Task Order No. 3 with Woodard & Curran, Inc. (W&C) in the amount of \$74,453 is to provide engineering services during construction for the Headworks Screen No. 3 Project. The scope of work was included in the Board meeting packet. An Agreement and Task Order No. 1 was executed October 31, 2017, for predesign services for the Headworks Screen No. 3 Project. Task Order No. 2 covered the final design services for the Project. The task order's total not-to-exceed amount is 4.1 percent of the construction contract. Staff recommended the Board authorize the General Manager to Execute Task Order No. 2 with Woodard and Curran, Inc. in the amount of \$74,453.

It was moved by Vice President Handley, seconded by Director Lathi, to Authorize the General Manager to Execute Task Order No. 3 with Woodard & Curran, Inc. for the Headworks Screen No. 3 Project in the amount of \$74,453. Motion carried unanimously.

**CONSIDER A RESOLUTION TO ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AND APPROVE THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AS DEFINED IN THE MITIGATED NEGATIVE DECLARATION**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated on March 11, 2019, a public hearing was held during the Board meeting to allow for public comment. Staff did not receive any comments during the public hearing. During the review period, staff received four comment letters, which were all addressed in the Mitigated Negative Declaration. The 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 scope of work was included in the Board meeting packet. Pursuant to the California Environmental Quality Act, the consultant analyzed the Project's potential impact with respect to various environmental factors 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.

It was moved by Director Lathi seconded by Vice President Handley, to Adopt Resolution No. 2869 to Adopt the Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project and Approve the Standby Power Generation System Upgrade Project as Defined in the Mitigated Negative Declaration. Motion carried unanimously.

####

**RESOLUTION NO. 2869**

**ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AND APPROVE THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AS DEFINED IN THE MITIGATED NEGATIVE DECLARATION**

WHEREAS, the Union Sanitary District (the "District") has prepared and distributed for comment the Initial Study and Mitigated Negative Declaration (the "IS/MND") of potential environmental impacts of the Standby Power Generation System Upgrade Project (the "Project"); and

WHEREAS, the District provided a public comment period from February 19, 2019 through March 20, 2019 and conducted a public hearing on March 11, 2019; and

WHEREAS, the Mitigated Negative Declaration was noticed in accordance with Title 14, California Code of Regulations, Sections 15072 and 15105; and

WHEREAS, the District received written comments from four parties and prepared a Response Document to address the comments; and

WHEREAS, although the proposed Project could have a significant effect on the environment, mitigation measures included in the IS/MND would reduce all of the impacts to a less than significant level.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Union Sanitary District that:

1. The Board hereby makes the following findings and determinations with respect to the Standby Power Generation System Upgrade Project Mitigated Negative Declaration, as amended by the Response Document (MND):
  - a. The Board has reviewed and considered the draft MND, comments received during the public review period, and the District's written responses to any comments prior to acting on the project.
  - b. The revisions to the MND in response to comments constitute clarifying or amplifying revisions or insignificant modifications, under CEQA Guidelines Section 15073.5, and no recirculation of the MND is required.
  - c. The MND adequately describes the environmental impacts of the Project. On the basis of the whole record before it, the Board finds that there is no substantial evidence that the project, as mitigated, will have a significant effect on the environment.

- d. The MND has been completed in compliance with CEQA and the CEQA Guidelines.
- e. The MND is complete and adequate and reflects the Board's independent judgment and analysis as to the environmental effects of the Project.
2. The Board hereby adopts the MND for the proposed Standby Power Generation System Upgrade Project and hereby approves the Standby Power Generation System Upgrade Project.
3. The Board hereby adopts the Mitigation Monitoring and Reporting Program included in the IS/MND, which is incorporated herein by reference.
4. The Board directs staff to file a notice of determination with the County Clerk of Alameda County.
5. Pursuant to CEQA Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the Board of Directors has based its recommendations are located in and may be obtained from, the Office of the Union Sanitary District at 5072 Benson Road, Union City, 94587. The Board Clerk is the custodian of records for all matters before the Board.

#### CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 14<sup>th</sup> day of October 2019.

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

  
\_\_\_\_\_  
JENNIFER TOY  
President, Board of Directors  
Union Sanitary District

Attest:

  
\_\_\_\_\_  
PAT KITE  
Secretary, Board of Directors  
Union Sanitary District

**INFORMATION ITEMS:**

**Check Register**

Staff responded to Boardmember questions regarding the Check Register.

**COMMITTEE MEETING REPORTS:**

The Engineering and Information Technology, Budget and Finance, Legal/Community Affairs, and Personnel Committee met.

**GENERAL MANAGER'S REPORT:**

General Manager Eldredge reported the following:

- Sent letters to Congressman Swalwell, Congressman Ro Khanna and Senate Leaders regarding the Water Resources Development Act (WRDA) bill that may go forward.
- The District hosted the East Bay Discharges Authority (EBDA) Commission workshop last week. The plan is for the Commission to consider a final agreement at a special EBDA meeting on October 29, 2019. If approved, it will go to individual agencies for consideration.

**OTHER BUSINESS:**

President Toy stated she attended the Alameda County Special District's Association meeting hosted by East Bay Regional Park District on September 11, 2019.

**ADJOURNMENT:**

The meeting was adjourned at 8:03 p.m. to a Board Workshop in the Mission Conference Room on Tuesday, October 15, 2019, at 6:00 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, October 28, 2019, at 7:00 p.m.

SUBMITTED:

  
\_\_\_\_\_  
MAY BAUTISTA  
ADMINISTRATIVE SPECIALIST

ATTEST:

  
\_\_\_\_\_  
PAT KITE  
SECRETARY

APPROVED:

  
\_\_\_\_\_  
JENNIFER TOY  
PRESIDENT

Adopted this 28<sup>th</sup> day of October 2019