

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
NOVEMBER 9, 2020**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 16, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, November 9, 2020, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to listen to the Board Meeting, and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Handley called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

SALUTE TO THE FLAG

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Sami Ghossain, Technical Services Manager
James Schofield, Collection Services Manager
Robert Simonich, Fabrication Construction and Maintenance Manager
Mitchell Costello, Treatment and Disposal Services Coach
Marcus Lee, Treatment and Disposal Services Coach
Curtis Bosick, ETSU Assistant Program Manager
Karoline Terrazas, Organizational Performance Manager
Jason Yeates, Organizational Performance Coordinator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

GUEST: Brandon Young, Lance, Soll & Lunghard, LLP, Certified Public Accountants

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
OCTOBER 26, 2020**

It was moved by Vice President Kite, seconded by Director Toy to Approve the Minutes of the Board Meeting of October 26, 2020. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None
ABSTAIN: None
ABSENT: None

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF OCTOBER 28, 2020

It was moved by Director Fernandez, seconded by Vice President Kite, to Approve the Minutes of the Board Meeting of October 28, 2020. Motion carried with the following vote:

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

FIRST QUARTER FISCAL YEAR 2021 DISTRICT-WIDE BALANCED SCORECARD MEASURES

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Manager Terrazas provided an overview of the District-wide Balanced Scorecard Measures and responded to Boardmember questions.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

RECEIVE PRESENTATION OF THE FISCAL YEAR 2019/20 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND DIRECT STAFF TO FILE THE CAFR

This item was reviewed by the Audit Committee. Business Services Manager/CFO Carlson introduced Brandon Young, CPA with Lance, Soll & Lunghard, LLP, Certified Public Accountants, who provided an overview of the District's CAFR as presented in the Board meeting packet. The District annually engages an independent accounting firm to audit the financial statements and records for the previously ended fiscal year. The results of the FY 2019/20 audit were presented to the Audit Committee on November 4, 2020. The CAFR is presented to the Board on an annual basis. Staff recommended the Board receive and direct staff to file the CAFR.

It was moved by Secretary Lathi, seconded by Director Fernandez, to Receive and Direct Staff to File the Fiscal Year 2019/2020 Comprehensive Annual Financial Report (CAFR) as Presented. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8272 – JUNCTION AT CENTERVILLE STATION, LOCATED AT PERALTA BOULEVARD AND PARISH AVENUE IN THE CITY OF FREMONT

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated Peralta Parish Ventures, LLC, the developer, will construct a residential development for Tract 8272, located at the southeast corner of Peralta Boulevard and Parish Avenue, in the city of Fremont. The roadways of the development have been designated as private by the city of Fremont. The developer constructed the new sewer mains and granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8272 – Junction at Centerville Station, located at Peralta Boulevard and Parish Avenue, in the city of Fremont.

It was moved by Director Fernandez, seconded by Director Toy, to Adopt Resolution No. 2915, Accepting a Sanitary Sewer Easement for Tract 8272 – Junction at Centerville Station, Located at Peralta Boulevard and Parish Avenue, in the City of Fremont, California. Motion carried with the following vote:

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

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RESOLUTION NO. 2915

**ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8272 – JUNCTION
AT CENTERVILLE STATION, LOCATED AT PERALTA BOULEVARD AND
PARISH AVENUE, IN THE CITY OF FREMONT, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from PERALTA PARISH VENTURES, LLC, executed on December 15, 2017, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached as 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 November 9, 2020:

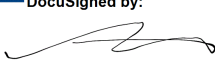
AYES:	Fernandez, Handley, Kite, Lathi, Toy
NOES:	None
ABSENT:	None
ABSTAIN:	None

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TOM HANDLEY
President, Board of Directors
Union Sanitary District

Attest:

DocuSigned by:

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ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

GRANT OF EASEMENT
FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 15th day of December 2017, by and between PERALTA PARISH VENTURES, LLC, the Party/~~Parties~~ of the First Part, and UNION SANITARY DISTRICT, the Party of the Second Part,

WITNESSETH:

That said Party/~~Parties~~ of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the use and purposes herein stated, the rights of way and easements hereinafter described, located in the city of Fremont, county of Alameda, state of California:

See Exhibit "A" and Exhibit "B"

together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining at any time, a sanitary sewer and appurtenances along, upon, over, in, through and across the above described property; together with free ingress and egress to and for the said Party of the Second Part, its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools, along, upon, over, in, through and across said right of way; together with the right of access by its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools to said right of way from the nearest public street, over and across the adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage and inconvenience to the Party/~~Parties~~ of the First Part, for constructing, cleaning, repairing and maintaining said sanitary sewer and appurtenances; together with free ingress and egress over the land immediately adjoining for maintenance, repair and replacement as well as the initial construction of said sewer.

IN WITNESS WHEREOF the said Party/~~Parties~~ of the First Part have executed this indenture the day and year first above written.

SEE ATTACHED

Signature

By:

NGAI MING, JAMES WANG / MANAGER
(Print or type name and title of signatory)

Peralta Parish Ventures, LLC

(Notarize)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

S.S.

On 15th Dec 2017 before me, Pranavkumar J. Shah (Notary Public)

Name of Notary Public, Title

personally appeared Ngai ming James Wang

Name of Signer (1)

N/A

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



P.J.S.
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
 Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

**EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT CONVEYED TO UNION SANITARY DISTRICT
TRACT 8272
FREMONT, CALIFORNIA**

ALL THAT REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS A, B, C, D, E AND F, LABELED AS SSE - SANITARY SEWER EASEMENT, OF TRACT 8272 RECORDED NOVEMBER 22, 2017, FILED IN BOOK 351 OF MAPS AT PAGES 54-59, ALAMEDA COUNTY RECORDS AND SHOWN ON EXHIBIT B - PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT.

CONTAINING 36,093 SQUARE FEET OF LAND, MORE OR LESS.

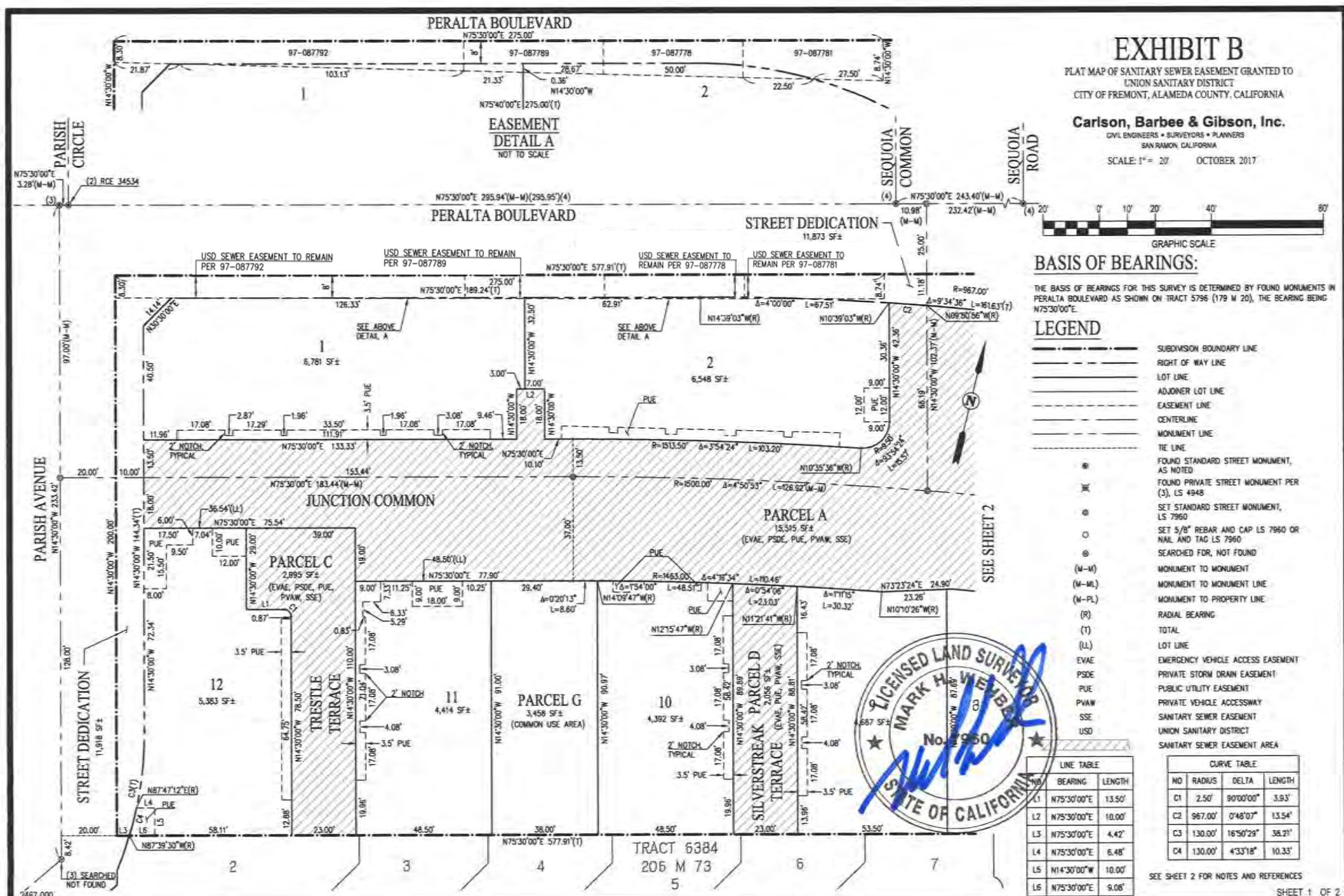
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

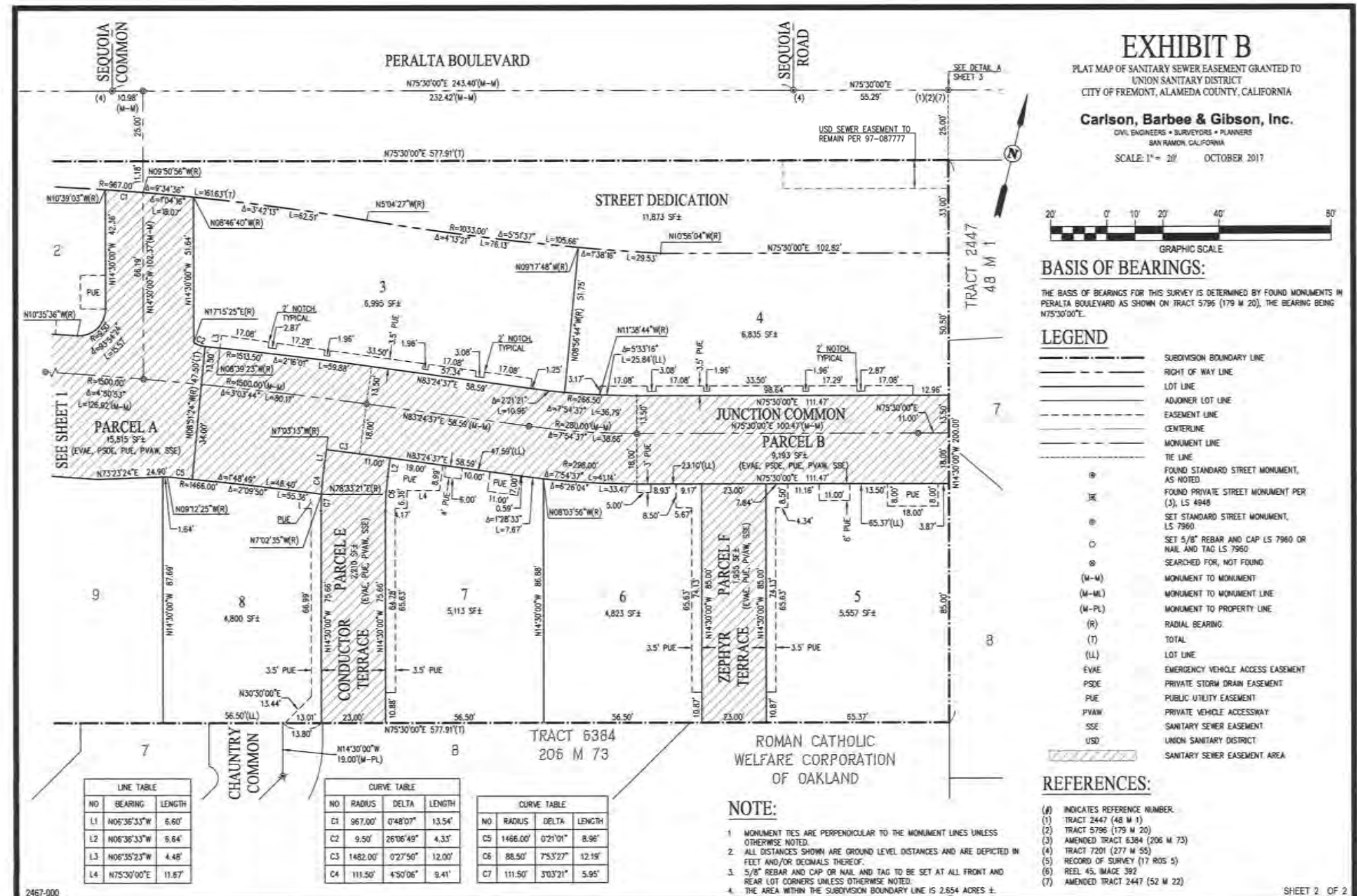


MARK H. WEHBER, P.L.S.
L.S. NO. 7960





Original map may be found at USD, 5072 Benson Road, Union City, CA 94587



CONSIDER A RESOLUTION TO APPROVE A SECOND AMENDMENT TO THE PIPELINE RELOCATION AGREEMENT WITH WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, A WHOLLY OWNED SUBSIDIARY OF TAYLOR MORRISON HOME CORPORATION, AND AUTHORIZE EXECUTION OF DOCUMENTS TO EFFECTUATE THE TERMS OF THE PIPELINE RELOCATION AGREEMENT

This item was reviewed by the Legal/Community Affairs Committee. General Manager Eldredge stated William Lyon Homes and USD entered into the Pipeline Relocation Agreement dated October 30, 2017, to provide for, among other things, Developer's relocation of USD's force main pipeline and other sanitary sewer facilities as required by the approvals of Developer's residential development in the city of Newark. The Developer was required to complete two phases of work, defined as Phase I Work and Phase II Work in the Pipeline Agreement. The Phase I Work has been completed. The Phase II Work was initially expected to be completed by October 15, 2018, but the deadline for completion was extended to March 10, 2020. When the Phase II Work was not completed by that date, the parties entered into a First Amendment to Pipeline Relocation Agreement that extended the deadline to December 15, 2020. Due to site complexities described in the Board meeting packet, the Phase II Work will not be completed by December 15, 2020. The District and Developer have negotiated a Second Amendment to the Pipeline Relocation agreement to extend the completion date to December 15, 2021; the Developer remains obligated to complete the work. Staff recommended the Board adopt a resolution to approve and authorize execution of a Second Amendment to the Pipeline Relocation Agreement with William Lyon Homes, Inc., a California corporation, a wholly owned subsidiary of Taylor Morrison Home Corporation.

It was moved by Secretary Lathi, seconded by Vice President Kite, to Adopt Resolution No. 2916, Approving and Authorizing Execution of a Second Amendment to the Pipeline Relocation Agreement with William Lyon Homes, Inc., a California Corporation, a Wholly Owned Subsidiary of Taylor Morrison Home Corporation. Motion carried with the following vote:

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

####

RESOLUTION NO. 2916

A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PIPELINE RELOCATION AGREEMENT WITH WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION, A WHOLLY OWNED SUBSIDIARY OF TAYLOR MORRISON HOME CORPORATION

WHEREAS, the District owns and operates twin 33-inch reinforced concrete pipe force mains that are designed to convey Peak Wet Weather Flows from the Irvington Pump Station to the District's treatment plant in Union City. The District force mains traverse the City of Newark's Dumbarton Transit-Oriented Development Specific Plan area from south to north within existing easements and right of ways; and

WHEREAS, relying on the Specific Plan EIR, on November 29, 2012, the City approved Tentative Tract Map 8085 for a 553 residential unit development on the Torian parcels (the "Torian Project"). On February 28, 2013 the City approved an addendum to the Specific Plan EIR to analyze minor revisions to the Torian Project, which included a contemplated wetland connection through, and the abandonment of, Hickory Street and a total of 547 units, and other minor site plan revisions; and

WHEREAS, as part of the Torian Project, a wetland preserve will be created and managed in perpetuity for the benefit of the ecological and habitat values of the area (the "Wetland Reserve"). A portion of the USD force main runs beneath the Wetland Reserve. As a condition of the development under the Regional Water Quality Control Board (Water Board) 401 permit, the Water Board required the developer to submit authorization by the Union Sanitary District Board to allow portions of the USD force mains running beneath the Wetland Reserve to be abandoned in place (RWQCB Site No. 02-01-C1123(BKW)); and

WHEREAS, on April 13, 2015, the Board adopted Resolution No. 2755 authorizing the abandonment of the existing pipelines and their replacement with new force mains beginning south of the Specific Plan area boundary, going under the Alameda County Flood Control District F1 Channel, through Tract 8085, then within the existing Hickory Street right of way and within the existing District easement in the Integral Communities property and FMC properties; and

WHEREAS, on October 30, 2017, William Lyon Homes, Inc., a California corporation, a wholly owned subsidiary of Taylor Morrison Home Corporation ("Developer") and USD entered into a Pipeline Relocation Agreement to provide for, among other things, Developer's relocation of USD's force main pipeline and other sanitary sewer facilities as required by the approvals of Developer's residential development in the City of Newark (the "Agreement"); and

WHEREAS, the Developer was required to complete two phases of work, defined as the Phase I Work and the Phase II Work in the Pipeline Agreement. The Phase I Work has been completed; however, the Phase II Work has not been completed. The Phase II Work was initially expected to be completed by October 15, 2018, as extended to March 10, 2020, and was not be completed by that date; and

WHEREAS, Phase II, which is the northerly section of the project, is complicated due to a multitude of variables that are beyond the control of the District and WLH. In particular, there are remediation efforts currently taking place on the FMC property along a majority of the Phase II alignment; and

WHEREAS, since the Phase II Work was not be completed by the extension date to March 10, 2020, Developer and the District entered into a First Amendment to the Agreement to, among other things: extend the completion date of the Phase II Work to December 15, 2020; to increase the surety bond being held for such work to reflect the current estimated cost of the Phase II Work; to provide for Developer's payment to USD of the sum of \$149,000 for additional CIP costs incurred due to the delay in completing the pipeline relocation; to allow the Developer to discharge groundwater in accordance with USD's standard permit process and approvals; and amend the force majeure section.

WHEREAS, as the Phase II Work will remain uncompleted by December 15, 2020 due to site complexities, Developer and District have negotiated a Second Amendment to the Agreement to extend the completion date to December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, AS FOLLOWS:

1. The Second Amendment to the Pipeline Relocation Agreement is hereby approved. The General Manager is authorized to execute the Second Amendment to the Pipeline Relocation Agreement in the form attached to the staff report, subject to minor revisions or amendments that may be approved by the General Manager, in consultation with the General Counsel.
2. The General Manager or his designee, in consultation with the General Counsel, is hereby authorized to take any and all actions and execute documents, necessary to effectuate the terms and conditions of the Pipeline Relocation Agreement, as amended, including without limitation, execution of a Second Amendment to Escrow Agreement to extend the escrow to be consistent with the Second Amendment to Pipeline Relocation Agreement, license agreements to allow District inspection of the relocation work, and quitclaims, easements and easement acceptances to ensure consistency with the new pipeline alignment.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2020.

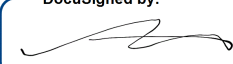
AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None

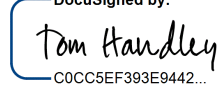
ABSTAIN: None

ABSENT: None

Attest:

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ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

DocuSigned by:

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TOM HANDLEY
President, Board of Directors
Union Sanitary District

SECOND AMENDMENT TO PIPELINE RELOCATION AGREEMENT

THIS SECOND AMENDMENT TO PIPELINE RELOCATION AGREEMENT (this "Second Amendment"), dated as of November 9, 2020 (the "Effective Date"), is entered into by and among WILLIAM LYON HOMES, INC., a California corporation, a wholly owned subsidiary of Taylor Morrison Home Corporation ("Developer"), and UNION SANITARY DISTRICT, a California public sanitary district ("USD"). Developer and USD are sometimes referred to herein collectively as the "Parties" and each individually as a "Party."

RECITALS

A. Developer and USD entered into that certain Pipeline Relocation Agreement dated October 30, 2017 to provide for, among other things, Developer's relocation of USD's force main pipeline and other sanitary sewer facilities as required by the approvals of Developer's residential development in the City of Newark (the "Pipeline Agreement"). Such relocation was effectuated by private development in the vicinity of USD's pipelines, which pipelines could have remained in their current location absent such development. Any capitalized term used in this Second Amendment but not defined herein shall have the meaning ascribed to such term in the Pipeline Agreement.

B. Pursuant to the Pipeline Agreement, Developer was required to complete two phases of work, defined as the Phase I Work and the Phase II Work in the Pipeline Agreement. The Phase I Work has been completed. The Phase II Work was initially expected to be completed by October 15, 2018. As the Phase II Work was not completed by the last extension date, the Parties entered into a First Amendment to Pipeline Relocation Agreement dated March 9, 2020, to, among other things, extend the completion date of the Phase II Work to December 15, 2020, and increase the Bond Security being held for such work to reflect the current estimated cost of the Phase II Work.

C. As the Phase II Work remains unfinished, the Parties now desire to extend the completion date for the Phase II Work to December 31, 2021.

D. Pursuant to the Pipeline Agreement, USD, Developer and First American Title Company ("Escrow Agent") entered into an Escrow Agreement dated November 20, 2017 (the "Escrow Agreement"), pursuant to which the Parties agreed that certain cash security would be held in an escrow account by the Escrow Agent as security for Developer's performance of the Phase II Work. The term of the Escrow Agreement was previously extended to December 30, 2020, and is concurrently being extended to December 31, 2021.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment of Section 1.1, Completion of Phase II Work. Section 1.1 of the First Amendment regarding the Completion of Phase II Work is hereby amended as follows:

"1.1 Completion of Phase II Work. The Parties agree that the Phase II Work shall be completed no later than December 31, 2021, or as otherwise extended pursuant to the Pipeline Agreement."

2. Counterparts; Electronic Delivery. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Either Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to the other Party that requests such original counterpart.

3. Agreement in Full Force. Except as amended herein, the Agreement and First Amendment remain in full force and effect.

The Parties to this Second Amendment have caused this Second Amendment to be executed and delivered as of the date first written above.

"Developer"

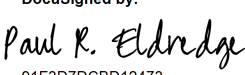
William Lyon Homes, Inc.,
a California corporation, a wholly owned
subsidiary of Taylor Morrison Home
Corporation

DocuSigned by:

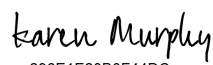
By: C7F6CB669CF2496...
Name: Jennifer Besmer
Title: Vice President of Land Development

"USD"

Union Sanitary District
a California public sanitary district

DocuSigned by:

By: 91E3D7DCBD12473
Name: Paul R. Eldredge, P.E.
Title: General Manager

Approved as to form:

DocuSigned by:

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Karen Murphy, General Counsel

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 1 WITH HAZEN AND SAWYER FOR THE ENHANCED TREATMENT AND SITE UPGRADE PHASE 1A PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Assistant Manager Bosick stated that during the 30% design for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1 Project, Hazen and Sawyer (Hazen) and District staff identified recommended amendments to the design contract for the Phase 1A ETSU Project. The recommended amendments, detailed in the Board packet, include construction of Aeration Basin No. 8 in Phase 1A, geotechnical field investigative work, incorporation of the Primary Effluent Lift Pump Station No. 2 rehabilitation project into Phase 1A, and early commencement of the Phase 1B utility easement relocation. Staff negotiated Amendment No. 2 with Hazen to incorporate the recommended changes to Task Order No. 1. District staff anticipate Hazen and the Campus Building Architect will complete design of Phase 1A in the summer of 2021 with construction to begin in late 2021. Staff recommended the Board authorize the General Manager to execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project.

It was moved by Secretary Lathi, seconded by Director Fernandez, to Authorize the General Manager to Execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the Amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project. Motion carried with the following vote:

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

REJECT ALL BIDS RECEIVED FOR THE CATHODIC PROTECTION SYSTEM IMPROVEMENTS PROJECT AND AUTHORIZE STAFF TO RE-BID THE PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated two bids were received for the Project on September 23, 2020, both exceeded the Engineer's Estimate for the Project's Total Contract Price of \$460,000. EXARO Technologies Corporation was the apparent low bidder. American Construction & Supply, Inc. (AMS), the second low bidder, submitted a bid protest on September 30, 2020, alleging EXARO did not meet the Company Experience requirements in the bid documents. EXARO responded to the bid protest and stated they met the qualifications requirements. Due to the protest, EXARO's response to the protest, and the fact that both bids were over the engineer's estimate, staff recommended rejecting all bids and re-bidding the Project. Doing so will allow staff to review and modify the experience and qualifications requirements as appropriate. Staff recommended the Board reject all bids received for the Cathodic Protection System Improvements Project and authorize staff to re-bid the Project.

It was moved by Secretary Lathi, seconded by Director Fernandez, to Reject all Bids Received for the Cathodic Protection System Improvements Project and Authorize Staff to Re-bid the Project. Motion carried with the following vote:

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

AWARD THE AGREEMENT FOR THE SYSTEM SUPPLY FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT TO CUMMINS SALES AND SERVICE

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated three bids were received and opened for the Project on August 6, 2020. At the Board meeting held September 14, 2020, the Board determined all bids were non-responsive, rejected the bids, and directed staff to negotiate an agreement starting with the apparent low bidder Cummins Sales and Service. Staff negotiated an acceptable Agreement with Cummins in the amount of \$3,122,090. The total Agreement amount will be \$6,655 above Cummins' original bid amount and remains 32% below the Engineer's Estimate of \$4,600,000. The \$6,655 increase was due to the engineering and material cost to add a trip-close switch to each of the three circuit breakers in the switchgear system for each generator, this physical switch will allow staff to manually trip and close breakers upstream of each generator in the event of an emergency or for maintenance purposes. Staff recommended the Board award the agreement for the system supply for the Standby Power Generation System Upgrade Project to Cummins Sales and Service in the amount of \$3,122,090.

It was moved by Vice President Kite, seconded by Secretary Lathi, to Award the Agreement for the System Supply for the Standby Power Generation System Upgrade Project to Cummins Sales and Service in the Amount of \$3,122,090. Motion carried with the following vote:

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

AWARD THE CONSTRUCTION CONTRACT FOR THE CENTRIFUGE BUILDING IMPROVEMENTS PROJECT TO WESTERN WATER CONSTRUCTORS, INC.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated three bids were received and opened on October 20, 2020. Staff reviewed the apparent low bid submitted by Western Water and found a minor irregularity with the Site Visit Affidavit. Western Water mistakenly indicated they had visited the Project site in person. Western Water stated they thought they had accomplished the site visit by viewing the work area photos and videos available to all bidders online. Since a site visit was not mandatory, it was determined the bid irregularity could be waived by the District. Estimated substantial completion is expected in October 2021. Staff recommended the Board waive a minor irregularity in the apparent low bid and award the construction contract, including Bid Alternate A, for the Centrifuge Building Improvements Project to Western Water Constructors, Inc. in the amount of \$688,000.

It was moved by Secretary Lathi, seconded by Director Toy, to Waive a Minor Irregularity in the Apparent Low Bid and Award the Construction Contract, Including Bid Alternate A, for the Centrifuge Building Improvements Project to Western Water Constructors, Inc. in the Amount of \$688,000. Motion carried with the following vote:

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

AWARD THE CONSTRUCTION CONTRACT OF THE CALCIUM THIOSULFATE CHEMICAL FEED SYSTEM PROJECT TO D.W. NICHOLSON CORPORATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated three bids were received and opened on October 21, 2020, the results were included in the Board meeting packet. D.W. Nicholson (DWN) was the apparent low bidder with a bid of \$656,550. Staff reviewed the bid submitted by DWN and found two minor irregularities. The first was with the Designation of Subcontractors; DWN provided the incorrect Department of Industrial Relations registration number for their asphalt paving subcontractor, Ransome Company. It was determined the irregularity could be waived by the District since staff was able to verify Ransome Company's correct registration number as valid and current. The second minor irregularity was found with the Site Visit Affidavit, DWN mistakenly indicated they had visited the site. DWN stated they thought they had accomplished the site visit by viewing the work area photos and videos available to all bidders online. Since a site visit was not mandatory, it was determined the bid irregularity could be waived by the District. Staff recommended the Board waive two minor irregularities in the apparent low bid and award the construction contract for the Calcium Thiosulfate Chemical Feed System Project to D.W. Nicholson Corporation in the amount of \$624,100.

It was moved by Vice President Kite, seconded by Director Fernandez, to Waive Two Minor Irregularities in the Apparent Low Bid and Award the Construction Contract for the Calcium Thiosulfate Chemical Feed System Project to D.W. Nicholson Corporation in the Amount of \$624,100. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH LEE & RO, INC. FOR CALCIUM THIOSULFATE CHEMICAL FEED SYSTEM PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the task order's total not-to-exceed amount is 5.9% of the construction contract amount of \$624,100. Staff expects to issue the Notice to Proceed to D.W. Nicholson Corporation in November 2020 and anticipates construction to be completed by June 2021. Staff recommended the Board authorize the General Manager to execute Task Order No. 2 with Lee & Ro, Inc. in the amount of \$37,031 to

provide engineering services during construction for the Calcium Thiosulfate Chemical Feed System Project.

It was moved by Director Toy, seconded by Secretary Lathi, to Authorize the General Manager to Execute Task Order No. 2 with Lee & Ro, Inc. in the Amount of \$37,031 to Provide Engineering Services During Construction for the Calcium Thiosulfate Chemical Feed System Project. Motion carried with the following vote:

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

AWARD THE CONSTRUCTION CONTRACT OF THE FY21 CAST IRON/PIPE LINING PROJECT TO SOUTHWEST PIPELINE & TRENCHLESS CORP.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated three bids were received and opened on October 22, 2020, the results were included in the Board meeting packet. Staff reviewed the apparent low bid submitted by Southwest and found two minor irregularities. Southwest incorrectly tabulated their three-year average Workers' Compensation Experience Modification Rate (EMR) at 0.62 instead of 0.69, the corrected three-year average was still well below the maximum of 1.10 set in the Safety Qualification Criteria. This was determined to be a minor bid irregularity and was waived by the District. The second irregularity in Southwest's bid was missing forms that should have been attached to the Affidavit of Safety Compliance. The forms had inadvertently been left out of packets provided to bidders. It was determined the omission of these pages was not material as the contractor must comply with all safety requirements regardless of inclusion of the pages and the irregularity can be waived as minor by the District. Southwest has confirmed they will construct the Project as bid; substantial completion is expected in March 2021. Staff recommended the Board waive the minor irregularities in the apparent low bid and award the construction contract for the FY21 Cast Iron/Pipe Lining Project to Southwest Pipelines & Trenchless Corp.

It was moved by Secretary Lathi, seconded by Director Fernandez, to Waive the Two Minor Bid Irregularities and Award the Construction Contract of the FY21 Cast Iron/Pipe Lining Project to Southwest Pipeline & Trenchless Corp. Motion carried with the following vote:

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

INFORMATION ITEMS:

COVID-19 Update

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and coordinated efforts.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

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

GENERAL MANAGER'S REPORT:

General Manager Eldredge stated the following:

- General Manager Eldredge will provide a virtual presentation during the Newark Rotary meeting to be held December 8, 2020.


OTHER BUSINESS:

There was no other business


ADJOURNMENT:

The meeting was adjourned at 5:17 p.m. to the next Regular Board Meeting to be held virtually at 4:00 p.m. on Monday, December 14, 2020.


SUBMITTED:

DocuSigned by:

E550CBBC143D4D7...
REGINA McEVOY
BOARD CLERK

ATTEST:

DocuSigned by:

3397E6A1ED28476...
ANJALI LATHI
SECRETARY

APPROVED:

DocuSigned by:

C0CC5EF393E9442...
TOM HANDLEY
PRESIDENT

Adopted this 14th day of December 2020

Certificate Of Completion

Envelope Id: EB6B1FABC9814D45ACC1415D9BB99FF8	Status: Completed
Subject: USD Requests you Please DocuSign: 11092020 Minutes.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Regina McEvoy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5072 Benson Road
	Union City, CA 94587
	Reginam@unionsanitary.ca.gov
	IP Address: 50.227.238.26

Record Tracking

Status: Original	Holder: Regina McEvoy	Location: DocuSign
1/21/2021 4:23:26 PM	Reginam@unionsanitary.ca.gov	

Signer Events

Signer Events	Signature	Timestamp
Tom Handley thandley@unionsanitary.ca.gov Security Level: Email, Account Authentication (None)	 C0CC5EF393E9442... Signature Adoption: Pre-selected Style Using IP Address: 107.3.183.199	Sent: 1/21/2021 4:25:11 PM Viewed: 1/21/2021 4:52:41 PM Signed: 1/21/2021 4:52:49 PM

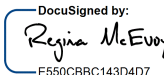
Electronic Record and Signature Disclosure:

Accepted: 10/29/2020 3:22:28 PM
ID: 96cab493-de11-462b-98b8-851bd2f945b4

Anjali Lathi alathi@unionsanitary.ca.gov Security Level: Email, Account Authentication (None)	 3397E6A1ED28476... Signature Adoption: Drawn on Device Using IP Address: 107.196.101.34	Sent: 1/21/2021 4:52:50 PM Viewed: 1/23/2021 2:35:12 PM Signed: 1/23/2021 2:35:20 PM
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Electronic Record and Signature Disclosure:

Accepted: 10/30/2020 11:15:31 PM
ID: f001f527-25b1-4fc8-8a4a-7e058dfbba25

Regina McEvoy reginam@unionsanitary.ca.gov Assistant to GM Union Sanitary District Security Level: Email, Account Authentication (None)	 E550CBBC143D4D7... Signature Adoption: Pre-selected Style Using IP Address: 50.227.238.26	Sent: 1/23/2021 2:35:21 PM Viewed: 1/25/2021 1:25:42 PM Signed: 1/25/2021 1:25:47 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2021 4:25:11 PM
Certified Delivered	Security Checked	1/25/2021 1:25:42 PM
Signing Complete	Security Checked	1/25/2021 1:25:47 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		