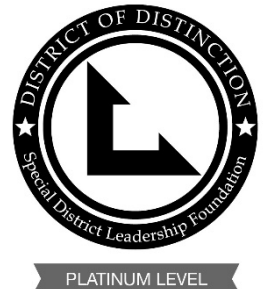




# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



President – Kevin Graves • Vice-President – Ashley Porter • Director – Bryon Gutow • Director – Michael Callahan • Director – Carolyn Graham

**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday June 15, 2022, 7:00 P.M.**

**NOTICE**  
**Coronavirus COVID-19**

In response to the current proclaimed State of Emergency, indoor masking requirements, and recommended measures to promote social distancing imposed by State and local officials, the Town of Discovery Bay Community Services District Board of Directors will take all actions necessary to carry out the intent and purpose of AB 361, including, ensuring that the Directors and meeting attendees may continue to have the option to access and participate in this public meeting by teleconference to avoid imminent risks to the health or safety of the Directors and meeting attendees.

To accommodate the public during this period of time, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically or in person.

**TO ATTEND IN PERSON:** The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

**TO ATTEND BY WEBINAR:**

**Please register for the Regular Meeting of the Board of Directors by:** *(Copy and paste into your browser the registration URL. You will then be directed to download the webinar to your device and register with LogMeIn, Inc.)*

**Registration URL:** <https://attendee.gotowebinar.com/register/5316051182380627981>  
**Webinar ID#** 491-693-867

After registering, you will receive a confirmation email containing information about joining the webinar by computer or by phone.

**For listen only mode dial:** +1 (562) 247-8422 ID# 476-904-810

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

**C. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from June 1, 2022.
2. Approve Special Board of Directors Town Hall Event Meeting Minutes from June 4, 2022
3. Approve Register of District Invoices.
4. Approve Resolution 2022-19 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.
5. Approve the Extension of Luhdorff and Scalmanini Contract Engineers for Services into FY 2022-23.
6. Approve Contracting with Croce, Sanguinetti & Vander Veen to Perform the Town of Discovery Bay's Independent Audit for Fiscal Year 2021-22.

**D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS**

1. None.

**E. PRESENTATIONS**

1. Veolia Presentation.

**F. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action to Approve the Annual Assessment for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2022-2023, Accept Engineer's Report, and Adopt Resolution No. 2022-22.
2. Public Hearing. Discussion and Possible Action to Adopt Resolution 2022-20 Adopting the Operating, Capital Improvement, and Revenue Budgets for Fiscal Year 2022-2023
3. Discussion and Possible Action Regarding Adopting Resolution No. 2022-21 Updating the Injury and Illness Prevention Program Policy 021.
4. Discussion and Possible Action Regarding Adopting Resolution No. 2022-23 In Support of Ensuring the Health and Sustainability of the Sacramento-San Joaquin Delta.
5. Discussion and Possible Action to Award and Authorize the General Manager to Execute any and all Contracts for the Construction of the Diffuser Project.

**G. MANAGER'S REPORT**

**H. GENERAL MANAGER'S REPORT**

1. Municipal Advisory Committee (MAC) Listed on Agenda Beginning July 2022

**I. DIRECTOR REPORTS**

1. None.

**J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS**

None.

**K. CORRESPONDENCE RECEIVED**

1. Email from Dawn Morrow RE: Delayed Construction on Bixler Road Due to Bird Nest

**L. FUTURE AGENDA ITEMS**

**M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**

(Government Code Section 54957.7)

**N. CLOSED SESSION:**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

**O. RETURN TO OPEN SESSION. REPORT ON CLOSED SESSION**

(Government Code Section 54957.1)

**P. ADJOURNMENT**

1. Adjourn to the next Regular Meeting of the Board of Directors on July 6, 2022, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

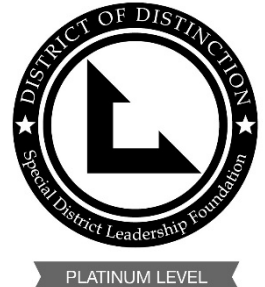
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# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



President – Kevin Graves • Vice-President – Ashley Porter • Director – Bryon Gutow • Director – Michael Callahan • Director – Carolyn Graham

**NOTICE OF THE REGULAR MEETING  
MINUTES OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday June 1, 2022**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance led by General Manager, Dina Breitstein.
3. Roll Call – all members were present.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

- One resident comment regarding Country Club HOA concerns.

**C. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from May 18, 2022.
2. Approve Special Board of Directors DRAFT Meeting minutes from May 19, 2022.
3. Approve Register of District Invoices.
4. Approve Resolution 2022-17 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.
5. Authorize Board Member Attendance and Activity Participation at the 2022 CSDA Conference in Palm Desert, August 22 through August 25, 2022.
6. Approve Herwit Wastewater Engineering Contract for FY22/23
7. Ratify and Renumber Resolution No. 2022-07 Passed by the Board on March 16, 2022 to Resolution No. 2022-07a.

Director Gutow made a Motion to Approve the Consent Calendar as presented.

Vice-President Porter second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

No public comment.

**D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS**

1. Supervisor Diane Burgis, District III Report.  
Presented by Communications Director, Teresa Gerringer.
  - Supervisor Burgis attended the ribbon cutting ceremony of Station 55 (also known as Station 95) and was part of the collaboration of ECCFPD annexation into CONFIRE that will occur July 1<sup>st</sup>.
  - Due to COVID increases health officials are strongly recommending wearing masks indoors as sub variants are more contagious than the original variant.
  - Public works will be closing a portion of Bixler Rd. on June 15<sup>th</sup> – August 2<sup>nd</sup> between the hours of 7 am – 5pm on maintenance of an existing PG&E natural line system.

Vice-President Porter encouraged improving open communication between the Board of Directors and the County moving forward.

2. Sheriff's Office Report.  
Presented by Lieutenant, Mark Johnson.
  - Open spots available for the Citizen's Academy.
  - No major crime trends for the month.
  - One Grand Theft report, individuals were arrested.
  - One missing person report, person was found safe.
  - More Deputies will be in the area for 4<sup>th</sup> of July weekend.
  
4. CHP Report.  
Presented by Officer, Donnie Thomas.
  - Five DUI arrests.
  - Four registration violations.
  - Nine warnings issued.
  - Thirty-two citations issued in two days near the elementary school zones.
  - More enforcement will be in place for the 4<sup>th</sup> of July.
  
5. East Contra Costa Fire Protection District Report.  
Presented by Chief, Ross Macumber.
  - Seventy-one calls for service including structure fire causing moderate damage, no one was injured.
  - Vegetation fires have started in the area, weeds are highly encouraged to be cut down.
  - Station 95 opened in the area.
  - New Battalion Chief will be assigned to Discovery Bay.
  - Board of Directors is invited to attend the Change of Command Ceremony on July 1<sup>st</sup> at 10 am - City Park, Brentwood.

**E. PRESENTATIONS**

1. None.

**F. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action Regarding the Fiscal Year 2022-23 Proposed Draft Operating, Capital and Revenue Budgets.  
Presented by Finance Manager, Julie Carter.
  - Workmen's Compensation Insurance increased by \$20,000.
  - Litigation expense - total of \$20,000.
  - Gas increased in both water and landscaping accounts.
  - Overtime line item will be separated so that it can be tracked going forward and the adjustment will be made year to date for this current year.
  - Public Hearing will be held during the June 15<sup>th</sup> Board of Directors meeting.

Director Gutow made a Motion to Approve the Draft Budget.

Director Graham second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

No public comment.

2. Discussion and Possible Action to Adopt Resolution No. 2022-18 – Approving Annual Discovery Bay Lighting and Landscape Zone #8 Appropriations Limit for FY 2022/23.  
Presented by Finance Manager, Julie Carter.
  - Fiscal Year 2022-2023 Zone #8 Appropriation Limit \$792,250.87.

Vice-President Porter made a Motion to Approve Resolution No. 2022-18.

Director Gutow second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

No public comment.

3. Discussion and Possible Action to Authorize the Board President Send a Letter to the County Supervisors Urging a No Vote on a General Plan Amendment Feasibility Study to Change the Land Use Designation for the Property at the Corner of Discovery Bay Blvd. and Sandpoint Road from "Commercial" to "Mixed Use."

Presented by Interim Assistant General Manager, Mike Davies.

- Staff is requesting the Board to approve a Letter to the County Supervisors Urging a NO Vote with modification in the last paragraph to express our concern on the General plan Amendment Feasibility Study.
- It was discussed adding to the website a section for County correspondence.
- President Graves and Staff plan on attending the Board of Supervisors meeting on June 7<sup>th</sup> to read the Letter during public comment.

Director Callahan made a Motion to Approve the Letter from the Board to the County with the modification from Interim Assistant General Manager.

Vice-President Porter second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

No public comment.

#### **G. MANAGER'S REPORT**

#### **H. GENERAL MANAGER'S REPORT**

Presented by General Manager, Dina Breitstein.

- Town Hall Meeting – Saturday, June 4<sup>th</sup> 11 am – 1pm.
- First Summer Jam Concert Series – Saturday June 4<sup>th</sup> Gates open at 5 pm.

#### **I. DIRECTOR REPORTS**

##### 1. Standing Committee Reports.

- a. Internal Operations Committee Meeting (Committee Members Michael Callahan and Carolyn Graham). June 1, 2022.
  - IIPP has been updated and will be brought to the Board at a future meeting.
- b. Finance Committee Meeting (Committee Members Kevin Graves and Bryon Gutow). June 1, 2022.
  - Zone #8 Appropriation Limit reviewed.
- c. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter). June 1, 2022.
  - Capacity and filters - Engineering issues with Willow Lake pumps. Presentation by Luhdorff & Scalmanini Consulting Engineers, Jason Coleman discussed options to replace filters to get maximum capacity. Committee is reviewing current budget and CIP. This will be a phased project with some immediate needs that need to be met. Committee will be bringing to the Board soon.

##### 2. Other Reportable Items.

None.

#### **J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS**

Tri Delta Transit Meeting – May 25, 2022 (Director Graham).

- 2023 Budget was discussed.
- Youth Pass Program – much excitement.
- Exploring possible ferry service mid 2023 from Antioch, Pittsburg, Martinez, and Hercules for commuters.

#### **K. CORRESPONDENCE RECEIVED**

#### **L. FUTURE AGENDA ITEMS**

#### **M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**

None.

**N. CLOSED SESSION:**

None.

**O. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION**

None.

**P. ADJOURNMENT**

1. Meeting adjourned at 8:13 p.m. to the next Regular Meeting of the Board of Directors on June 15, 2022, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

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# TOWN OF DISCOVERY BAY

## A COMMUNITY SERVICES DISTRICT



### SDLF Platinum-Level of Governance

PLATINUM LEVEL

President – Kevin Graves • Vice President – Ashley Porter • Director – Bryon Gutow • Director – Michael Callahan • Director – Carolyn Graham

**NOTICE CALL, AND AGENDA  
MEETING MINUTES OF THE SPECIAL TOWN HALL EVENT  
OF THE TOWN OF DISCOVERY BAY  
Saturday, June 4, 2022  
SPECIAL TOWN HALL EVENT 11:00 A.M.**

Download Agenda Packet and Materials at [www.todb.ca.gov](http://www.todb.ca.gov)

**SPECIAL MEETING 11:00 A.M.**

**A. ROLL CALL**

1. Call business meeting to order 11:00 a.m.
2. Roll Call – all members were present.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

None.

**C. OPEN FORUM**

1. Town Hall Event
  - a. Board President Address
  - b. Government Representatives Address
  - c. Tabletop Presentations with Town Staff and Consultants

**D. ADJOURNMENT**

1. Meeting adjourned at 1 PM to the next Regular Board of Director's Meeting, June 15, 2022 beginning at 7 PM at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

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# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Julie Carter, Finance Manager & Lesley Marable, Accountant  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Approve Register of District Invoices.

### Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

### Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

### Fiscal Impact:

**Amount Requested** \$ 179,800.67

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

### Previous Relevant Board Actions for This Item

### Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2021/2022

AGENDA ITEM: C3

**Request for Authorization to Pay Invoices**  
**For The Meeting On June 15, 2022**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/21 - 6/22**

Badger Meter	\$77,631.43
J.W. Backhoe & Construction, Inc.	\$34,205.24
Caselle, Inc.	\$16,348.00
U.S. Bank Corporate Payment	\$11,480.79
Herwit Engineering	\$4,800.00
Robert Half	\$4,201.26
BrightView Landscape Services, Inc.	\$3,350.00
Univar Solutions USA Inc.	\$2,747.52
American Water Works Association	\$2,443.00
Trugreen	\$2,360.00
City Of Brentwood	\$1,848.96
Luhdorff & Scalmanini	\$1,796.00
Urban Futures, Inc.	\$1,550.00
Lincoln Aquatics	\$1,425.72
Karina Dugand	\$1,395.00
National Aquatic Services, Inc.	\$1,130.00
Watersavers Irrigation Inc.	\$995.78
Verizon Wireless	\$886.64
Mt Diablo Resource Recovery	\$825.49
Brentwood Ace Hardware	\$752.65
Bill Brandt Ford	\$731.78
Bryon Gutow	\$690.00
Kevin Graves	\$690.00
Bob Harkrader & Sons Trucking, Inc.	\$676.13
Ashley Porter	\$575.00
Upper Case Printing, Inc.	\$492.00
Streamline	\$480.00
Michelle Dominge	\$465.00
Carolyn Graham	\$345.00
Michael Callahan	\$345.00
Quadient Leasing USA, Inc.	\$302.26
Daniel Elliott	\$280.03
UniFirst Corporation	\$213.32
Core & Main LP	\$208.02
Geotab USA, Inc.	\$197.50
Medstop	\$180.00
Utility Refund Customer	\$166.95
ODP Office Solutions, LLC	\$143.71
Denalect Alarm Company	\$111.00
Discovery Pest Control	\$99.00
Bob Murray & Associates	\$94.83
Cintas	\$81.41
County Of Contra Costa, Dept of Info Tec	\$59.25

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**\$179,800.67**



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION 2022-19**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN DISCOVERY BAY COMMUNITY SERVICES DISTRICT RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the Town of Discovery Bay Community Services District (the "Town") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Town's legislative body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Town's Board of Directors previously adopted a Resolution, Number 2021-16 on October 20, 2021, finding that the requisite conditions exist for the legislative body of the Town to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must make findings that the Board has reconsidered the circumstances of the state of emergency that exist in the Town, and that either the state of emergency continues to directly impact the ability of the members to meet safely in person, or State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency continues to exist throughout California as a result of the threat of COVID-19; and

WHEREAS, currently the dominant strain of COVID-19 in the country continues to be more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations, therefore, meeting in person would present imminent risks to the health or safety of attendees and members; and

WHEREAS, the Cal-OSHA adopted emergency regulations (Section 3205) imposing requirements on California employers, including measures to promote social distancing remain in effect; and

WHEREAS, the health orders issued by the Contra Costa County Health Officer to preserve the public health, including requiring all people in Contra Costa County who aren't fully vaccinated, to adhere to indoor masking requirements, recommending measures for social distancing from non-household members for vaccinated individuals that have been exposed to COVID-19, and measures acknowledging that close contact to other persons increases the risk of transmission, remain in effect.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. AB 361 Compliance. The Board of Directors began using teleconferencing in accordance with subdivision (e) of Section 54953 of the Government Code, as amended by AB 361, on October 20, 2021, and have made the requisite findings by majority vote not later than 30 days after October 20, 2021, and every 30 days thereafter.

Section 3. State of Emergency. The Board of Directors hereby reconsiders the circumstances of the current State of Emergency proclaimed by the Governor on March 4, 2020, and find that the ongoing conditions of the State of Emergency directly impact the ability of members to meet safely in person.

Section 4. Measures to Promote Social Distancing. The Board of Directors hereby finds that Cal-OSHA and the County Health Official continue to recommend measures to promote physical distancing.

Section 5. Remote Teleconference Meetings. The General Manager of the Town of Discovery Bay Community Services District is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

---

Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a meeting, held on June 15, 2022, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Dina Breitstein  
Board Secretary



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Dina Breitstein, Assistant General Manager  
**Submitted By:** Dina Breitstein, Assistant General Manager

**Agenda Title:**

Approve the Extension of Luhdorff and Scalmanini Contract Engineers for Services into FY 2022-2023.

**Recommended Action:**

Approve the Scope of Services contained in the Luhdorff and Scalmanini Contract Engineers (LSCE) Scope of Work and Budget, which provides contract engineering services for the Water Division of the Town of Discovery Bay for the fiscal year 2022-2023, and authorize the General Manager to execute the Town's standard form of Consulting Agreement with LSCE to perform the scope of work attached.

**Executive Summary:**

Luhdorff and Scalmanini Contract Engineers provide the District with the needed engineering work for the Water Services Division of the Town of Discovery Bay. In the coming fiscal year, the water division needs general engineering and capital improvement services from LSCE to perform and support a number of projects.

Enclosed is LSCE's proposed Scope of Work, Budget, and Fee Schedule to continue General Engineering Services for FY 22/23. A primary component of work under the General Engineering Services has been to assist the District with the management, design, and construction oversight of the following:

- Contract Management
- Meeting Attendance
- Regulatory Assistance
- Capital Improvement Program Engineering

The enclosed scope of work and the proposed budget extend the assistance provided under General Engineering Services and continued improvements and maintenance services for FY 22/23.

The attached documents provide the basis for the budget estimate. The proposed budget of \$132,796 includes LSCE's labor rates and miscellaneous expenses. LSCE will continue to bill monthly for labor and materials, only as incurred, in accordance with LSCE's fee schedule.

**Fiscal Impact:** \$132,796

**Previous Relevant Board Actions for This Item:**

**Attachments:**

Exhibit A Scope of Work, Fee Schedule, and Budget.

AGENDA ITEM: C5



May 27, 2022  
File No. 22-5-077

Ms. Dina Breitstein  
General Manager  
Town of Discovery Bay  
Community Services District  
1800 Willow Lake Road  
Discovery Bay, CA 94514

**SUBJECT: Scope and Budget for General Engineering Services – Fiscal Year 2022/2023**

Dear Ms. Breitstein:

Per your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this proposed scope and budget for general engineering services in Fiscal Year 2022/2023 (FY 22/23) for the Town of Discovery Bay Community Services District (TODB).

**Scope of Work**

The scope of work outlined in this letter describes the ongoing and as-needed engineering support related to the TODB public water system. The tasks are separated into categories based on current and ongoing activities. Some activities are recurring tasks that are well-defined, such as participation in recurring meetings and regulatory compliance items.

There is also contingency provided for any as-needed services related to capital projects, engineering, and planning. This includes working with TODB staff on infrastructure planning, assessment, design, permitting, or construction. Budgets are proposed for these tasks based on the level of involvement from previous Fiscal Year general service contracts and anticipated items in FY 22/23.

**Task 1 – Contract Management**

This task is for overall management of invoices, scoping, contracting, and budget analysis.

Task 1: Contract Management		
Task	Description	Details
1.a	Contract Management	<ul style="list-style-type: none"><li>• Review and approval of monthly invoices (12 total)</li><li>• Scoping and contracting</li><li>• Budget analysis memorandums (4 total)</li></ul>

### Task 2 – Meetings

This task is for participation in monthly Water/Wastewater Committee meetings, TODB Board meetings and bi-weekly water meetings. LSCE’s participation for meetings ranges from preparing project updates for staff prior to Committee or Board meetings, to LSCE’s attendance and providing presentations for the Committee and Board meetings. For the bi-weekly meetings, LSCE will prepare and distribute agendas for each meeting. This task also includes meeting preparation and presentation development. For budgeting purposes, it is assumed that LSCE will attend up to six (6) water/wastewater committee meetings in person, eighteen (18) water/wastewater committee meetings remotely, six (6) general board meetings in person, eighteen (18) general board meetings remotely, and twenty-six (26) bi-weekly meetings. Other meetings may be included in separate contracts or task orders.

Task 2: Monthly Committee Meetings		
Task	Description	Details
2.a	Monthly Water/Wastewater Committee Meetings	<ul style="list-style-type: none"> <li>Attendance at Water/Wastewater Committee meetings, and pre-meetings with TODB staff (24 meetings total).</li> <li>Prepare materials, agenda, reports and figures to discuss water system related items with the Water/Wastewater Committee.</li> </ul>
2.b	Board Meetings	<ul style="list-style-type: none"> <li>Attendance and support at Board of Directors Public Meetings (24 meetings total).</li> <li>Regular Water system update at Board Meetings.</li> <li>Preparation and delivery of public presentations, including any supporting material such as technical exhibits and figures.</li> <li>Preparation of Staff Reports for the Board agenda.</li> </ul>
2.c	Bi-Weekly Team Meetings	<ul style="list-style-type: none"> <li>Discuss ongoing projects and items with TODB staff and Veolia in bi-weekly virtual meetings (26 meetings total). Maintain agenda and notes of ongoing discussions.</li> </ul>

### Task 3 – Regulatory Assistance

This task is for assistance with regulatory deliverables that are anticipated for FY 22/23. Some of the regulatory deliverables are recurring items, as listed in the table below. LSCE will provide guidance to the TODB on new and emerging regulations, as outlined in the table below.

Task 3: Regulatory Assistance		
Task	Description	Details
3.a	Guidance on New Regulations	<ul style="list-style-type: none"> <li>Report to the General Manager.</li> <li>Prepare one (1) memorandum to update the TODB on emerging State and Federal regulations.</li> <li>Provide engineering support/assistance to ensure TODB Staff/Veolia compliance.</li> </ul>

Task 3: Regulatory Assistance		
Task	Description	Details
3.b	CASGEM Well Monitoring and State Reporting	<ul style="list-style-type: none"> <li>Twice per year (fall/spring), LSCE conducts field services for water level monitoring and reporting for Department of Water Resources (DWR) compliance.</li> <li>Two trips are required per event, due to the coordination of water treatment plant shutdown requirements with Veolia.</li> <li>LSCE maintains transducers, downloads data, updates groundwater level database, and reports to DWR.</li> <li>The cost of two (2) transducer replacements are assumed and included in the budget (\$675 per transducer).</li> </ul>
3.c	SB555 Water Audit and State Reporting	<ul style="list-style-type: none"> <li>Prepare the Annual Water Loss Audit.</li> <li>Meeting with certified water audit validator.</li> <li>Validate water audit and submit to DWR by January 1, 2023.</li> </ul>
3.d	SB 606/AB 1668 Water Use Objectives	<ul style="list-style-type: none"> <li>Assist with establishing the water use objectives under new legislature. Discuss with TODB and Veolia. Review water use data, per prior scopes of work, and relate this with new regulations. Provide engineering support/assistance for TODB compliance with legislation.</li> </ul>
3.e	Cross-Connection Control Program (CCCP) Development	<ul style="list-style-type: none"> <li>Continue developing CCCP once new regs are available (Spring 2023). Update current policies. Update residential backflow proposal. Present memo to Board. Obtain direction and proceed to prepare draft ordinance.</li> <li><b><i>(Additional CCCP assistance such as public workshops and implementation may require an additional Task Order.)</i></b></li> </ul>
3.f	Preliminary and Final Annual Water Supply and Demand Assessment report	<ul style="list-style-type: none"> <li>Collect water service connection and water production data from TODB.</li> <li>Prepare Preliminary Annual Assessment and submit to DWR by June 1<sup>st</sup> 2023</li> <li>Prepare Final Annual Assessment and submit to DWR by July 1<sup>st</sup> 2023</li> </ul>

### Task 4 – Contingency for Capital Projects and Planning Assistance

This task provides contingency budget for LSCE to assist with any activities, as needed, related to capital improvement projects or system planning. Specific activities would be developed on an as-needed basis at the request of the TODB. Assignments for LSCE may include evaluating project alternatives, conducting hydraulic model simulations, developing preliminary design basis, assessing feasibility, cost estimates, preliminary designs, condition assessments on facilities, or evaluating site-specific issues to address issues of water supply, production, quality, safety, etc. LSCE provides a proposed level of hours of assistance in terms of capital projects and general planning assistance.



Task 4: Capital Improvement Program Engineering Services		
Task	Description	Details
4.a	As-needed Capital Project Assistance	<ul style="list-style-type: none"><li>120 hours included for project tasks such as, permitting, cost estimating, alternatives analysis, modeling, drafting, bidding, construction inspections, etc.</li></ul>
4.b	As-needed Planning Assistance	<ul style="list-style-type: none"><li>120 hours for planning tasks such as, troubleshooting, consultation, condition assessments, water quality evaluation, policy development, standards development, system modeling.</li></ul>

## Proposed Budget

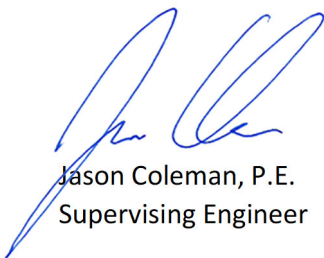
LSCE's proposed budget for General Engineering Services for FY 22/23 is **\$132,796** based on the anticipated activities this fiscal year and providing contingency to allow the TODB to utilize LSCE on an as-needed basis. A detailed budget estimate worksheet (attached) provides the estimated labor under each task for the activities outlined in the Scope of Work.

LSCE will bill monthly for labor and materials, only as incurred, in accordance with LSCE's current Schedule of Fees for Engineering and Field services (attached). In the event that LSCE is required to be involved in activities that deviate from the scope, LSCE will provide notification of any potential changes in the estimated budget for general engineering services.

We appreciate the opportunity to continue providing professional engineering support services to the TODB. Should you have any questions, please do not hesitate to contact me.

Sincerely,

LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS



Jason Coleman, P.E.  
Supervising Engineer

### Enclosures

- Budget Estimate Worksheet FY22/23
- 2022 Schedule of Fees for Engineering and Field Services



500 FIRST STREET • WOODLAND, CA 95695

## 2022 SCHEDULE OF FEES

### ENGINEERING AND RELATED FIELD SERVICES

#### Professional\*

Senior Principal .....	\$235/hr.
Principal Professional.....	\$225 to 230/hr.
Supervising Professional .....	\$210 to 220/hr.
Senior Professional .....	\$175 to 210/hr.
Project Professional .....	\$155 to 175/hr.
Staff Professional .....	\$135 to 155/hr.

#### Technical

Engineering Inspector .....	\$140/hr.
ACAD Drafting/GIS .....	\$142/hr.
Engineering Assistant.....	\$115 to 140/hr.
Scientist.....	\$115 to 140/hr.
Technician.....	\$115 to 140/hr.

#### Clerical Support

Word Processing, Clerical.....	\$90/hr.
Digital Communications Specialist .....	\$90 to 100/hr.
Project Admin/Accounting Assistant .....	\$90 to 110/hr.

Vehicle Use	\$0.58/mi.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

Client: Town of Discovery Bay Community Services District  
 Project: General Engineering Services FY22/23  
 Estimated By: OS, JC  
 Date: 5/25/2022

**Budget Estimate Worksheet**



	Billing Level Billing Rate (\$/Hr)					Labor Subtotal	DIRECT EXPENSES		Direct Expenses Subtotal	Contract Budget Estimate
		Supervising Engineer \$220	Senior Engineer \$200	Project Engineer \$175	Staff Engineer \$145		Travel Lump Sum	Copies/Equipment Lump Sum		
<b>Task 1: Contract Management</b>	1.a Contract Management	18	0	0	0	\$3,960	\$0	\$0	\$0	\$3,960
	Total Hours	18	0	0	0	18				
	<b>Subtotal (cost)</b>	\$3,960	\$0	\$0	\$0	\$3,960	\$0	\$0	\$0	\$3,960
<b>Task 2: Meetings</b>	2.a Committee Meetings (attend 6 per year in person, 18 remotely)	42	0	0	0	\$9,240	\$750	\$100	\$850	\$10,090
	2.b Board Meetings (attend 6 per year in person, 18 remotely)	42	0	0	0	\$9,240	\$0	\$0	\$0	\$9,240
	2.c Bi-Weekly Meetings and agendas (attend 26 per year)	52	26	0	26	\$20,410	\$0	\$0	\$0	\$20,410
	Total Hours	136	26	0	26	188				
<b>Subtotal (cost)</b>	\$29,920	\$5,200	\$0	\$3,770	\$38,890	\$750	\$100	\$850	\$39,740	
<b>Task 3: Regulatory Assistance</b>	3.a Assistance on New Regulations	16	12	0	8	\$7,080	\$0	\$0	\$0	\$7,080
	3.b CASGEM Well Monitoring and State Reporting	4	0	20	36	\$9,600	\$186	\$1,350	\$1,536	\$11,136
	3.c SB555 Water Audit and State Reporting	8	0	24	0	\$5,960	\$0	\$0	\$0	\$5,960
	3.d SB 606/AB 1668 Water Use Objective	16	0	24	16	\$10,040	\$0	\$50	\$50	\$10,090
	3.e Cross-Connection Control Program Development	16	0	16	16	\$8,640	\$0	\$50	\$50	\$8,690
	3.f Annual Water Supply and Demand Assessment	4	8	0	8	\$3,640	\$0	\$0	\$0	\$3,640
	Total Hours	64	20	84	84	252			\$0	
<b>Subtotal (cost)</b>	\$14,080	\$4,000	\$14,700	\$12,180	\$44,960	\$186	\$1,450	\$1,636	\$46,596	
<b>Task 4: Contingency for Capital Projects and Planning Assistance</b>	4.a As-needed Capital Project Assistance	20	20	40	40	\$21,200	\$0	\$50	\$50	\$21,250
	4.b As-needed Planning Assistance	20	20	40	40	\$21,200	\$0	\$50	\$50	\$21,250
	Total Hours	40	40	80	80	240			\$0	\$0
	<b>Subtotal (cost)</b>	\$8,800	\$8,000	\$14,000	\$11,600	\$42,400	\$0	\$100	\$100	\$42,500
<b>Totals</b>	<b>Total Hours</b>	258	86	164	190	698				
	<b>Total (cost)</b>	\$56,760	\$17,200	\$28,700	\$27,550	\$130,210	\$936	\$1,650	\$2,586	\$132,796



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Julie Carter, Finance Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Approve Contracting with Croce, Sanguinetti & Vander Veen to Perform the Town of Discovery Bay's Independent Audit for Fiscal Year 2021-22.

### Recommended Action

Staff recommends that the Board approve engagement with Croce, Sanguinetti & Vander Veen to perform the annual independent financial audit and submission of financial reports to the California State Controller's Office for the fiscal year ending June 30, 2022.

### Executive Summary

Government Code 53891. (a) States that the officer of each local agency who has charge of the financial records shall furnish to the Controller a report of all the financial transactions of the local agency during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles if this data is available. The report shall be furnished within seven months after the close of each fiscal year and shall be in the form required by the Controller.

A local agency shall submit to the Controller information on annual compensation, as described in subdivision (l) of Section 53892, for the previous calendar year no later than April 30th. The Town of Discovery Bay CSD, and the Discovery Bay Public Financing Authority complies with this requirement on an annual basis and hires an independent auditing firm to perform the annual financial audit.

Staff recommends Croce, Sanguinetti & Vander Veen perform the audit for The Town of Discovery Bay CSD and the Discovery Bay Public Financing Authority, and provide under the direction of Pauline Sanguinetti, the following for Fiscal Year Ending June 30, 2022:

- Annual Audit for the Town of Discovery Bay CSD, including bond accounting for new bond issuance
- Preparation and submission of the Town of Discovery Bay CSD Financial Transaction Reports
- Preparation and submission of the Discovery Bay Public Financing Authority Financial Transaction Reports

### Fiscal Impact:

**Amount Requested \$39,525**  
**Sufficient Budgeted Funds Available?: Yes**  
**Prog/Fund # Category:**

### Previous Relevant Board Actions for This Item

### Attachments:

Engagement Letters for:

1. Annual Audit for the Town of Discovery Bay, Community Services District
2. Preparation and submission of the Town of Discovery Bay CSD Financial Transaction Reports
3. Preparation and submission of the Discovery Bay Public Financing Authority Financial Transaction Reports

AGENDA ITEM: C6



CROCE, SANGUINETTI, & VANDER VEEN<sup>INC.</sup>

CERTIFIED PUBLIC ACCOUNTANTS

June 6, 2022

Board of Directors and Julie Carter, Finance Manager  
**Town of Discovery Bay Community Services District**  
1800 Willow Lake Road  
Discovery Bay, California 94505

We are pleased to confirm our understanding of the services we are to provide the **Town of Discovery Bay Community Services District** for the year ending June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the **Town of Discovery Bay Community Services District** as of and for the year ending June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **Town of Discovery Bay Community Services District's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Town of Discovery Bay Community Services District's** RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us the sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Major Special Revenue Fund.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material

misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the **Town of Discovery Bay Community Services District** and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

### **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Town of Discovery Bay Community Services District's** compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also prepare standard, adjusting, or correcting journal entries and assist in preparing the financial statements of **Town of Discovery Bay Community Services District** in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the Special Districts Financial Transactions Report of **Town of Discovery Bay Community Services District**. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; additional information that we may request for the purpose of the audit; and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.



Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to publishing the financial statements on your website, you understand that websites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Engagement Administration, Fees, and Other**

Pauline Sanguinetti is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

We expect our fees for the audit services set forth in this letter for the fiscal year ending June 30, 2022 not to exceed \$35,000. We estimate an additional fee of \$2,100 for time required due to the District's acquisition of additional bond proceeds during the year ended June 30, 2022. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event that the District requires a single audit due to the expenditure of federal funds, we will perform such an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Town of Discovery Bay Community Services District** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Town of Discovery Bay Community Services District** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

## **Reporting**

We will issue a written report upon completion of our audit **Town of Discovery Bay Community Services District's** financial statements. Our report will be addressed to those charged with governance of **Town of Discovery Bay Community Services District**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of

testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that **Town of Discovery Bay Community Services District** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to **Town of Discovery Bay Community Services District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

CROCE, SANGUINETTI, & VANDER VEEN, INC.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Town of Discovery Bay Community Services District**.

Trustee signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CROCE, SANGUINETTI, & VANDER VEEN<sup>INC.</sup>

CERTIFIED PUBLIC ACCOUNTANTS

June 6, 2022

Board of Directors and Julie Carter, Finance Manager

**Town of Discovery Bay**

**Community Services District**

1800 Willow Lake Road

Discovery Bay, California 94505

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Town of Discovery Bay Community Services District** for the year ending June 30, 2022.

You have requested that we prepare the Special Districts Financial Transactions Report of **Town of Discovery Bay Community Services District** for the year ending June 30, 2022.

### **Our Responsibilities**

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2023, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2023. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
  - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
  - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
  - iii. Unrestricted access to persons within **Town of Discovery Bay Community Services District** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

### **Other Relevant Information**

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2022 not to exceed \$1,425. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Town of Discovery Bay Community Services District** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Town of Discovery Bay Community Services District** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates ranging from \$200/hour to \$325/hour) for additional time charges and other costs (copies, travel, etc.).

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Town of Discovery Bay Community Services District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

CROCE, SANGUINETTI, & VANDER VEEN, INC.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Town of Discovery Bay Community Services District**.

Finance Manager signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Director signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CROCE, SANGUINETTI, & VANDER VEEN<sup>INC.</sup>

CERTIFIED PUBLIC ACCOUNTANTS

June 6, 2022

Board of Directors and Julie Carter, Finance Manager  
**Discovery Bay Public Financing Authority**  
1800 Willow Lake Road  
Discovery Bay, California 94505

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Discovery Bay Public Financing Authority** for the year ending June 30, 2022.

You have requested that we prepare the Special Districts Financial Transactions Report of **Discovery Bay Public Financing Authority** for the year ending June 30, 2022.

### **Our Responsibilities**

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2023, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

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### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2023. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
  - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
  - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
  - iii. Unrestricted access to persons within **Discovery Bay Public Financing Authority** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

### **Other Relevant Information**

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2022 not to exceed \$1,000. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Discovery Bay Public Financing Authority** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Discovery Bay Public Financing Authority** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates ranging from \$200/hour to \$325/hour) for additional time charges and other costs (copies, travel, etc.).



If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Discovery Bay Public Financing Authority** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

CROCE, SANGUINETTI, & VANDER VEEN, INC.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Discovery Bay Public Financing Authority**.

Finance Manager signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Director signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Water and Waste Water Monthly Report Town of Discovery Bay

*Presented in June 2022*

# Safety & Training

Safe Work Days: 4,659

## VNA University:

Scaffolding Safety

Excavation Safety

## Weekly Safety Topics:

5/4 – Generator Training (Hands-on)

5/11 – Insect Safety & Awareness

5/18 – Preventing Shoulder Injuries

5/25 – Heat Stress: Signs, Symptoms & First Aid

**Water Well  
Status**

**Willow WTP**

**01**

Active

**02**

Active

**06**

Active

**Newport WTP**

**04**

Active

**05**

Active  
(Emergency)

**07**

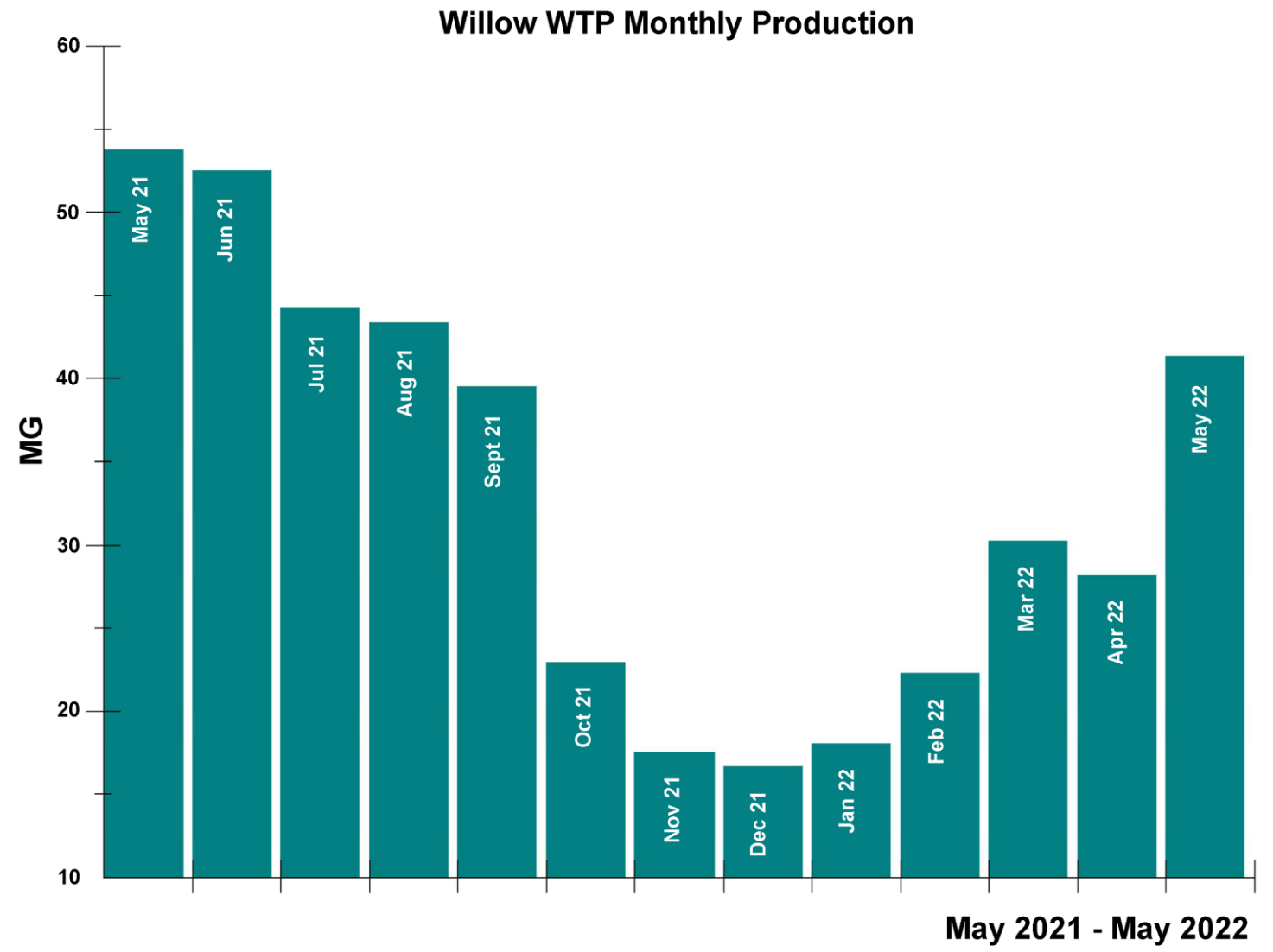
Active

# Water Production & Chemicals

Willow WTP	Production (MG) 47.10	Chemicals (gal) (Sodium Hypochlorite) 2,010
Newport WTP	Production (MG) 55.00	Chemicals (gal) (Sodium Hypochlorite) 2,184
TOTAL	Production (MG) 102.10	Chemicals (gal) (Sodium Hypochlorite) 4,194

# Water Production - Willow

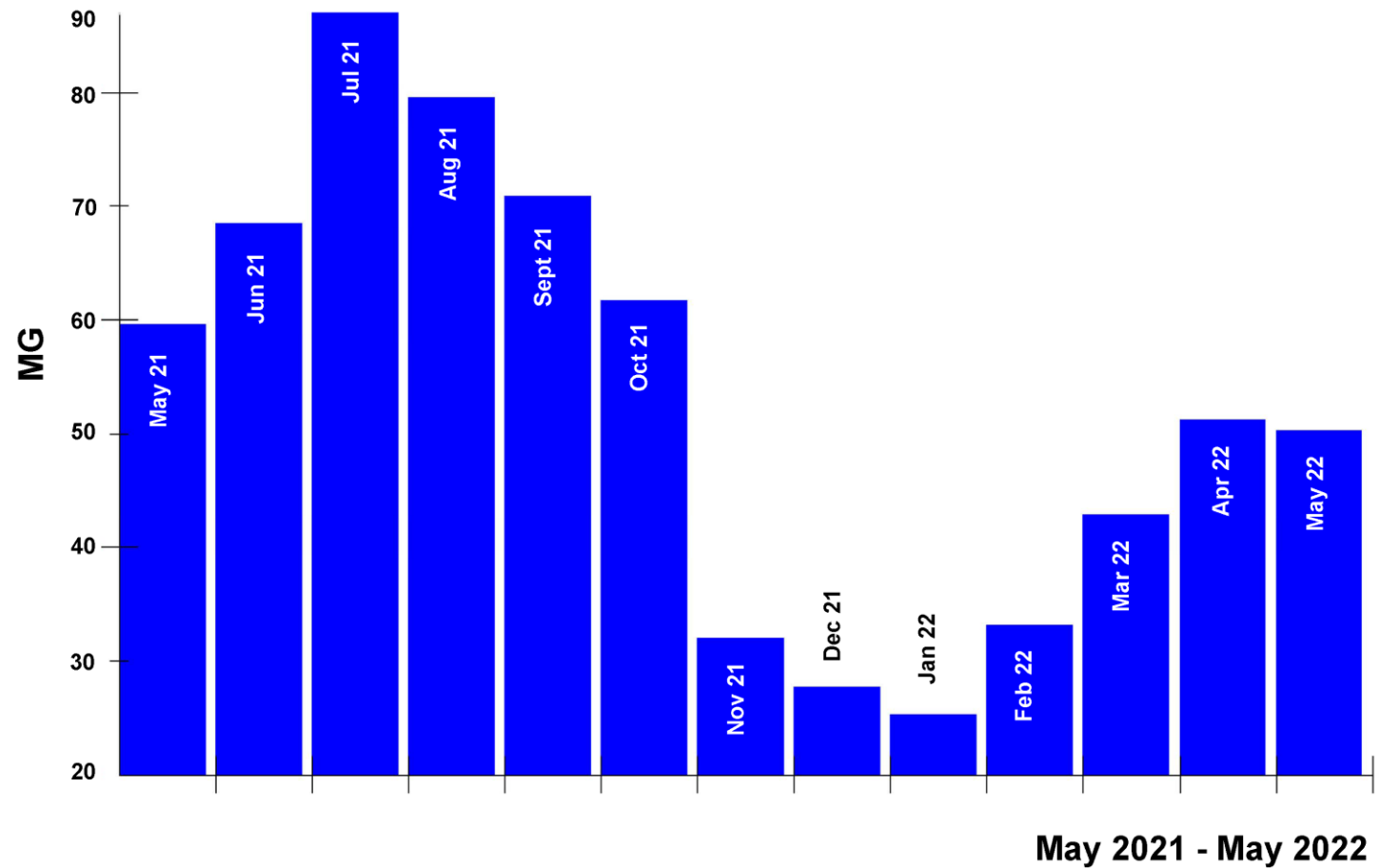
## Total Monthly Production



# Water Production - Newport

## Total Monthly Production

Newport WTP Monthly Production



## Water Compliance

Coliform Samples Collected: 25

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0



# Lift Station Status

**A**

Active

**C**

Active

**D**

Active

**E**

Active

**F**

Active

**G**

Active

**H**

Active

**J**

Active

**R**

Active

**S**

Active

**Newport**

Active

**Lakeshore**

Active

**Lakes**

Active

**Lakes 4**

Active

**Bixler**

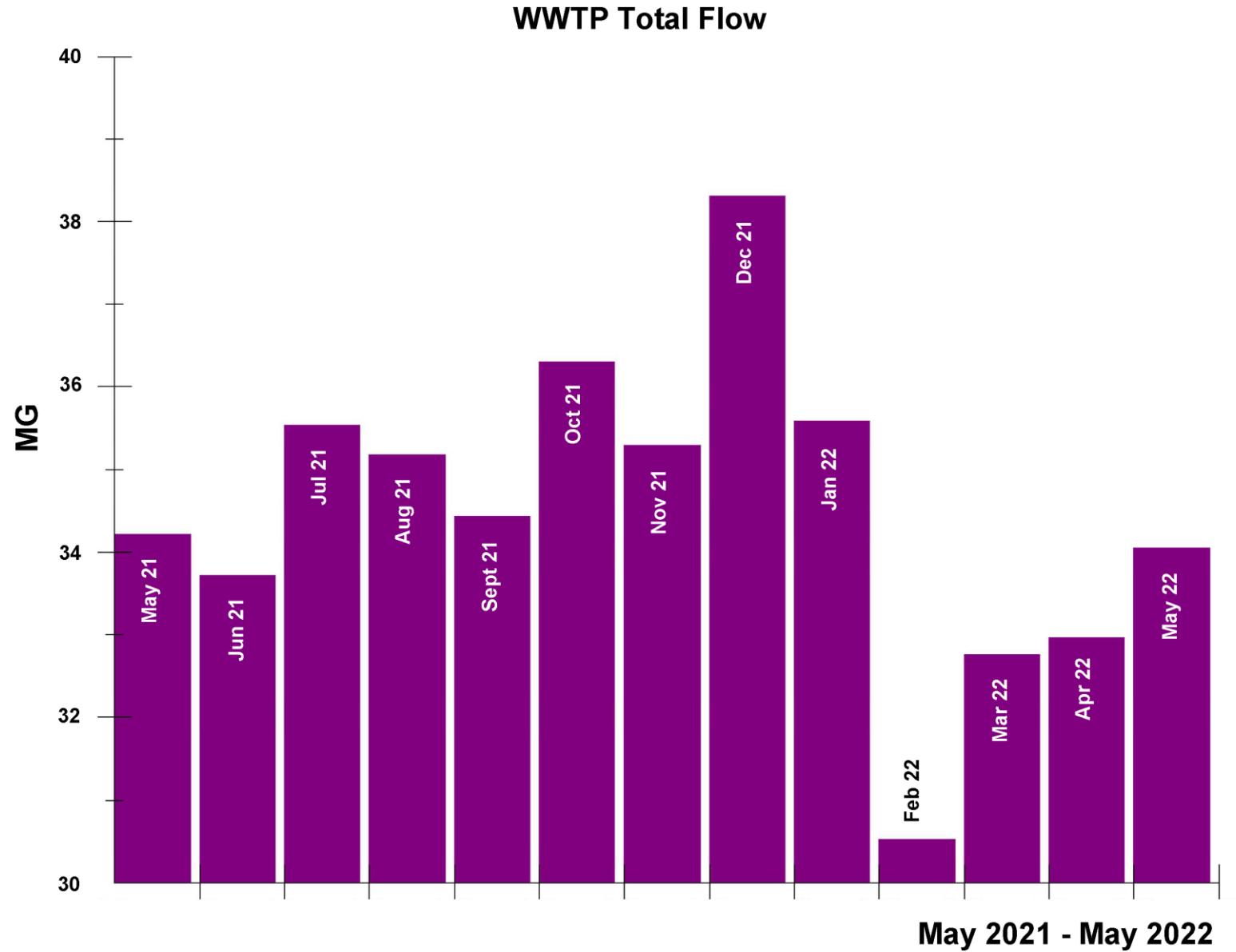
Active

# Wastewater Flow & Chemicals

WW Plant 1	Total Flow (MG) 0	Influent Flow avg. (MG) 0	Discharge Flow avg. (MG) 0
WW Plant 2	Total Flow (MG) 34.05	Influent Flow avg. (MG) 1.21	Discharge Flow avg. (MG) 1.10
	Last Year Flow (MG) 34.21	Polymer (gal) 0	Alum (gal) 0

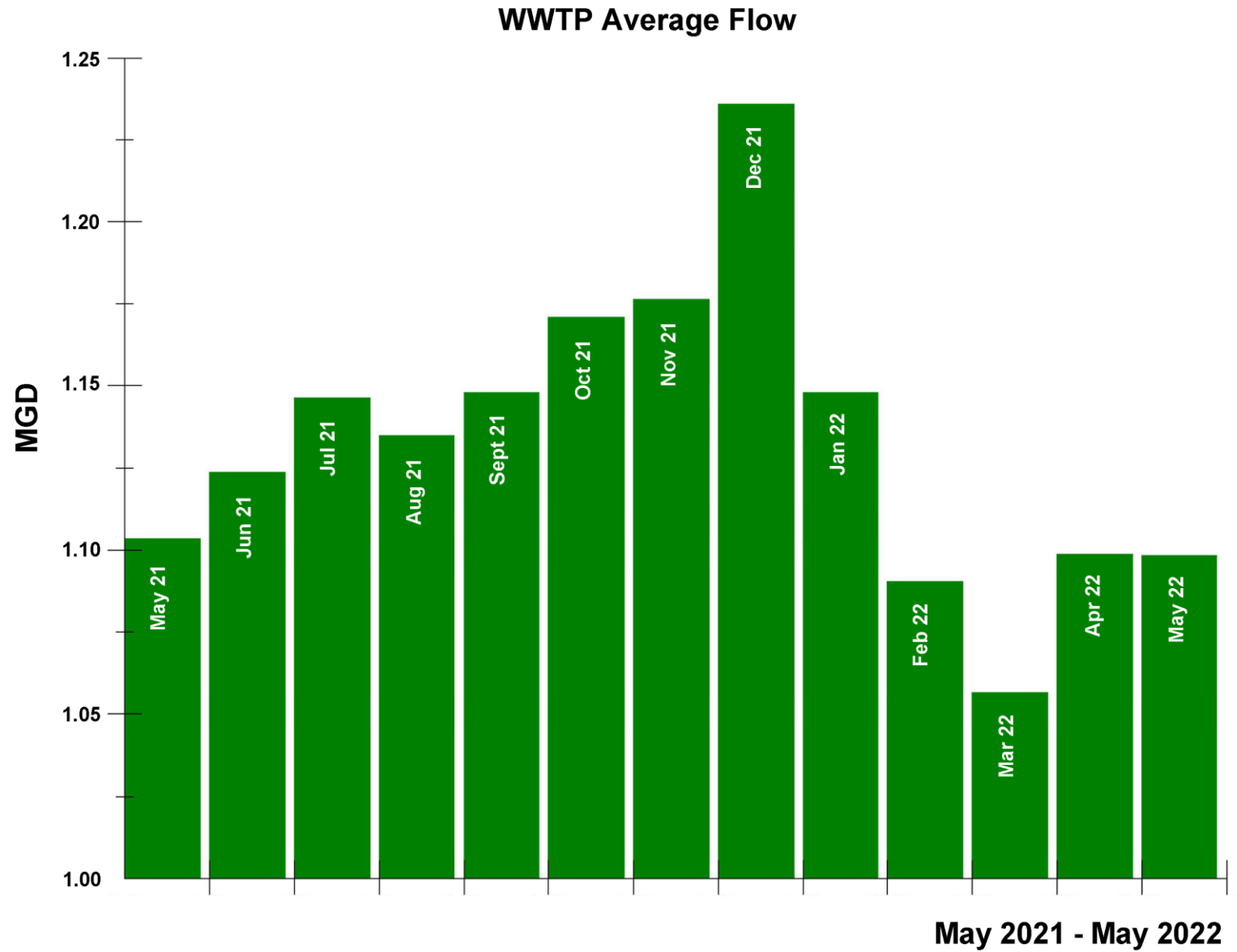
# WWTP 2

## Total Monthly Flow



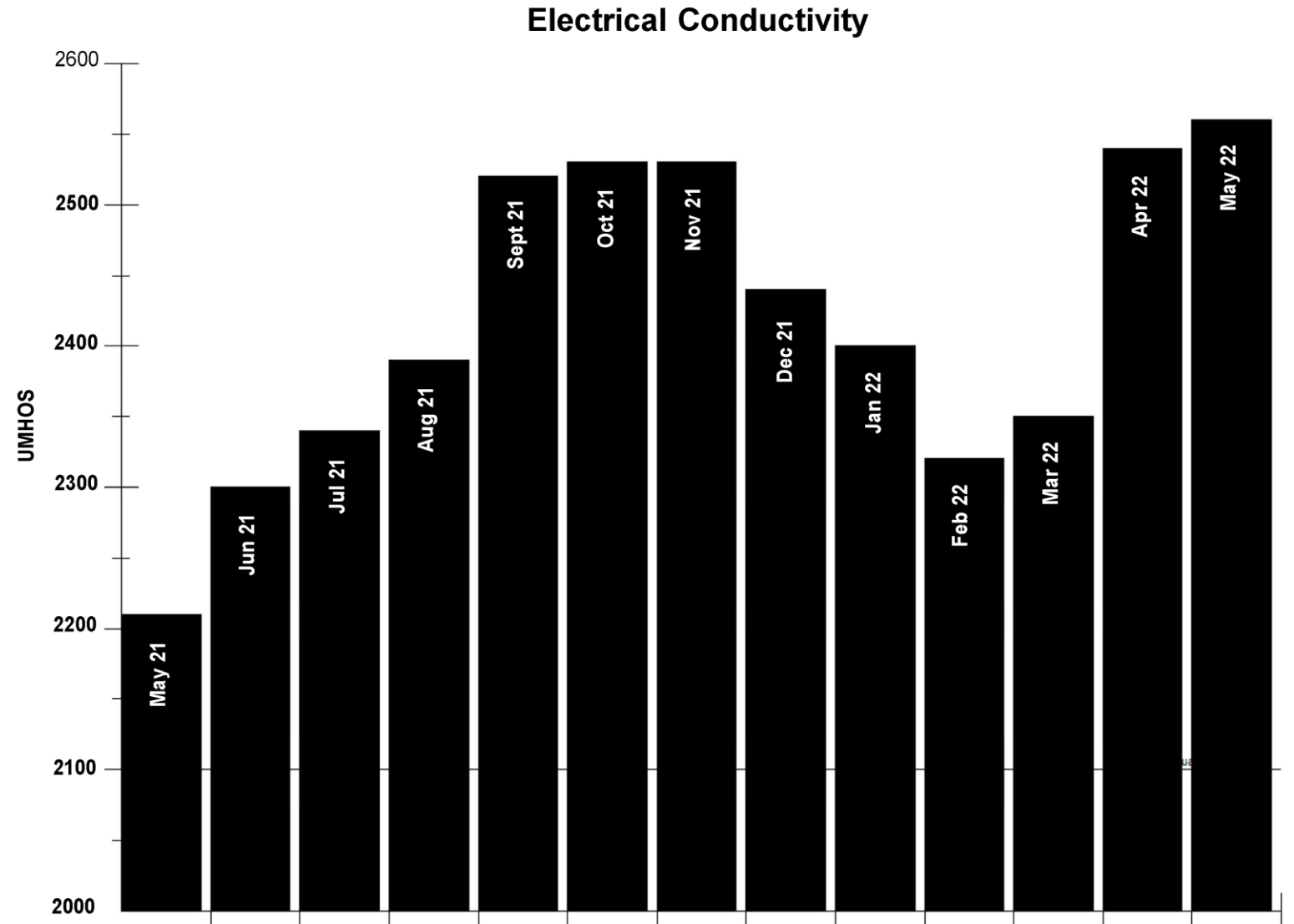
# WWTP 2

## Average Discharge Flow



# WWTP 2

## Monthly Conductivity



May 2021 - May 2022

## Wastewater Compliance

Effluent BOD<sub>5</sub>, mg/L < 10: 0.9

Effluent TSS, mg/L < 10: 0.9

Total Coliform 7 day median < 23: ND

Total Coliform daily max < 240: ND

Eff NTU daily avg < 2: 1

Eff Ammonia (N), mg/L < 8.4: ND

Removal BOD<sub>5</sub>, monthly > 85%: 99.7%

Removal TTS, monthly > 85%: 99.7%

Conductivity annual avg < 2,400: 2,434

## Maintenance & Improvements

SSOs: 0

Customer Inquires: 0



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Julie Carter, Finance Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action to Approve the Annual Assessment for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2022-2023, Accept Engineer's Report and Adopt Resolution No. 2022-22.

### Recommended Action

Accept Engineer's Report and Adopt Resolution No. 2022-22 authorizing the Intent to Levy and Collection of Annual Assessments for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2022-2023 and set the Public Hearing for July 6, 2022 at 7:00 p.m. located at 1601 Discovery Bay Boulevard.

### Executive Summary

As part of the annual assessment process for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9, the Town of Discovery Bay Board of Directors adopted Resolution 2022-14, which directed HERWIT Engineering to prepare the assessment report. HERWIT provided the Draft Assessment Engineer's Report to District Staff on June 7, 2022. In that report, HERWIT determined that based on operating costs (as shown on the Adopted Operating and Capital Budget for Discovery Bay Lighting and Landscape Zone 9) the per parcel assessment should be set at \$779.12 which is the allowable maximum assessment for Zone 9.

Factors leading to the assessment of \$779.12 are: maintaining our emergency reserves, adequate funds for operations, and to replenish the reserves to fund future capital projects. The reserves protect DB Lighting and Landscape Zone 9 from any expensive repairs and maintenance in regards to the assets of the zone such as the landscaping, park structures and the splash pad. The recommended assessment upholds the Fiscal Year 2022-2023 budget and prudently maintains the reserve balance.

Staff requests direction from the Board of Directors regarding the increase of the DB Lighting and Landscape Zone 9 Assessment. If no change to the report is required; then staff requests that the attached Resolution, which approves HERWIT's report and proposed assessments, be approved and adopted. The Public Hearing approving the levy of the annual assessment will be held on the July 6, 2022 at the regular scheduled Board meeting.

### Fiscal Impact:

**Amount Requested - None**

**Sufficient Budgeted Funds Available?: N/A**

### Previous Relevant Board Actions for This Item

Approval and Adoption of Resolution 2022-14 Directing HERWIT Engineering to prepare annual assessment report for the Ravenswood Improvement District (DB L&L #9) – 2022-2023.

### Attachments:

1. Resolution 2022-22.
2. Draft Assessment Engineer's Report by HERWIT Engineering.

AGENDA ITEM: F1





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2022-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT  
INTENT TO LEVY AND COLLECT AN ANNUAL ASSESSMENT  
FOR THE RAVENSWOOD IMPROVEMENT DISTRICT – DB L&L ZONE #9  
FOR THE FISCAL YEAR 2022-2023**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District (CSD), pursuant to a development agreement with the developer of that subdivision known as Ravenswood formed a landscaping, park, lighting, and open space district, for the purpose of providing for the operation and maintenance of landscaping, park, lighting, and open space installed in said subdivision by developer; and

WHEREAS, said subdivision is generally located along Blake Court, Coleridge Way, Wilde Drive, Shakespeare Court, Slifer Court and Seuss Court, and

WHEREAS, the Board of Directors now desires to declare its intention to levy an annual assessment within such district.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Town of Discovery Bay CSD as follows:

SECTION 1. The Board of Directors of the Town of Discovery Bay CSD, in an effort to deter crime, provide Traffic safety, aid law enforcement, and provide a better neighborhood environment has formed an assessment district pursuant to California Streets & Highway Code, Division 15, Part 2, sections 22500 and following, and to levy and collect assessments there under, pursuant to Resolution 2005-03.

SECTION 2. The improvements, the operation and maintenance of which are intended to be funded by the assessments levied by the proposed assessment district, include all expenses associated with the maintenance and operation of non-privately owned landscaping, park, lighting, and open space in the subdivision known as Ravenswood.

SECTION 3. The assessment district consists of that property generally described as Subdivision 8710-Ravenswood being a subdivision of a portion of the Northwest quarter of Section 26, Township 1 North, Range 3 East, Mount Diablo Meridian as recorded in Book 458 of Maps, Pages 1-15, Contra Costa County Records.

SECTION 4. The designation for the assessment district is "Ravenswood Improvement District" –DB L&L Zone #9.

SECTION 5. HERWIT Engineering has prepared and filed with the Secretary of the Board of Directors a report detailing the full and detailed designation of the improvements, and the boundaries of, and the proposed assessments upon assessable lots and parcels of land within, the Ravenswood Improvement District, and the Board of Directors hereby adopts and approves said report.

SECTION 6. A hearing by the Board of Directors on the question of levy of annual assessments of the Ravenswood Improvement District –DB L&L Zone #9 for the fiscal year 2022-2023 year will be held at 7:00 p.m., on July 6, 2022, at the Community Center located at 1601 Discovery Bay Boulevard, Discovery Bay, CA 94505.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY OF JUNE 2022.

---

Kevin Graves  
Board President

I hereby certify that the foregoing Resolution 2022-22 was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regular meeting, held on June 15, 2022, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Dina Breitstein  
Board Secretary

# **DRAFT ASSESSMENT ENGINEER'S REPORT**

**Prepared for the**

## **TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

**Landscaping, Park, Lighting and Open-Space  
Improvements District DB L&L #9**

**For Fiscal Year 2022-2023**

**Prepared by  
HERWIT Engineering**

**6200 Center Street, Suite 310  
Clayton, California 94517  
(925) 672-6599**

**JULY 2022**

**Town of Discovery Bay Community Services District**

**Director and President**

Kevin Graves

**Director and Vice President**

Ashley Porter

**Director**

Bryon Gutow

**Director**

Michael Callahan

**Director**

Carolyn Graham

**General Manager**

Dina Breitstein

**Interim Assistant General Manager**

Mike Davies

**Finance Manager**

Julie Carter

**Parks & Landscape Manager**

Bill Engelman

**District's Attorney**

Neumiller & Beardslee

**Assessment Engineer**

HERWIT Engineering

Date: June 2022

**Assessment Engineers Report  
For  
Landscape, Park, Lighting and Open-Space District DB L&L #9, Zone #1  
Subdivision 8710 (Ravenswood)**

Pursuant to Governmental Code 61710 and procedures of the Landscaping and Lighting District Act of 1972, the Town of Discovery Bay Community Services District (CSD) is responsible for the Landscape, Park, Lighting and Open-Space District DB L&L #9 submits this "Assessment Engineers Report" for the 2022-2023 year, which consists of five (5) parts as follows.

**PART A. Plans and Specifications**

This part describes the improvements in this District. The plans, drawings and specifications are on file in the Town of Discovery Bay CSD District Office. A listing of these documents and drawings are outlined in the original Assessment Engineers Report approved in 2006.

**PART B. Estimate of Cost**

This part contains an estimate of the cost of proposed improvements, including incidental costs and expenses in connection therewith, is as forth on the lists, which are on file in the Town of Discovery Bay CSD District office.

**PART C. Method of Apportionment of Assessment**

This part contains the method by which the undersigned engineering firm has determined the amount proposed to be assigned against each parcel, based upon parcel classification of land within this District, in proportion to the estimated benefits to be received. This listing is also on file in the Town of Discovery Bay CSD District office.

**PART D. District Diagram of Assessment**

This part by reference of a diagram shows the parcel lot numbers that are within this District.

**PART E. Property Owner List & Assessment Roll**

The listing of Assessed parcels and their owners are on file in the Town of Discovery Bay CSD District office.

**Engineers Assessment Report for 2021-2022 year**

During this time period the DB L&L #9, Zone #1 District financial report shows estimated end of year totals as follows:

\$ 167,634	Annual assessments & investment revenue was received
\$ 136,470	Annual expenses grounds maintenance, capital improvements, and administrative expenses.
<b><u>\$ 273,524</u></b>	Fund total after 2021-2022 annual expenses.

*Current Assessment*

The 2021-2022 fiscal year assessment per parcel based on the engineer's formula defined in the Assessment Engineers Report adopted in 2006 is \$742.04 per parcel. This is greater than the initial year assessment as defined in the Assessment Engineers Report due to increases in maintenance and utility costs, and to maintain the reserve account balance.

### *Inflation Adjustment to Maximum Assessment*

The maximum assessment defined in the Assessment Engineers Report adopted in 2006 is \$501 per parcel based upon build out of the facilities and maintenance of the storm water basins. As specified in the Assessment Engineers Report, the maximum assessment is escalated annually by the consumer price index for San Francisco-Oakland-San Jose. At the time of preparation and adoption of the Assessment Engineers Report, the CPI index as published by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco – Oakland – San Jose reported for April 2006 was 208.9. The base year for the index is an average of 1982, 1983, and 1984 (hence 1982-1984=100). On April 2022, the same CPI index is reported as 324.87. Based upon the change in the CPI, the new maximum assessment allowed for the 2022-2023 fiscal year is \$ 779.12.

### *Calculation of Maximum Reserve Account Balance*

As stated in the adopted Assessment Engineers Report, the total funds in the reserve account are limited to 200% of the total funds collected by the District's not to exceed annual assessment. The new maximum not to exceed annual assessment allowable for the 2022-2023 fiscal year is \$ 779.12. This assessment is equally assessed to 203 parcels for an annual total of \$ 158,161.36. Therefore, the maximum Reserve Account Balance is \$ 316,322.72. After the reserve account has accrued to the maximum amount, any money received by the District in excess of annual maintenance and administrative costs will be returned to the property owner in the form of a reduced assessment in the following fiscal year.

### *New Assessment for 2022-2023 Fiscal Year*

The District will incur normal expenses for the maintenance of the landscape District this year. The District anticipates minimal charges for capital improvements to rehabilitate existing streetscapes and parks this fiscal year. The estimated budget for 2022-2023 is \$ 158,800. This equates to \$ 782.27 per parcel for all 203 parcels, which is greater than the maximum allowable assessment of \$ 779.12 per parcel, or \$ 158,161.36 maximum assessment.

Based on this report, the assessment for 2022-2023 tax year should be \$ 779.12 to minimize the decrease in the reserve fund balance. The assessment for the 2022-2023 fiscal year is then \$ 779.12 per parcel applied equally to all 203 parcels as defined in the adopted Assessment Engineers Report.



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Julie Carter, Finance Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Public Hearing. Discussion and Possible Action to Adopt Resolution 2022-20 Adopting the Operating, Capital Improvement, and Revenue Budgets for Fiscal Year 2022-2023

### Recommended Action

Open the public hearing on Resolution 2022-20 Fiscal Year 2022-23 Operating, Capital and Revenue Budgets, accept any public comments, close the public hearing, and adopt Resolution 2022-20.

### Executive Summary

At the Board Meeting on May 19, 2022, the Board of Directors were presented with the fiscal year 2022-23 preliminary budget to review and provide input to staff regarding the Town of Discovery Bay's revenue and spending plans for the coming Fiscal Year. The presentation detailed the various components of the budget, including the programs, goals, and milestones.

The budget document continues to reflect the same two-year forecast as has been the case for the past budget cycles. Staff has found the two-year budget process to be extremely beneficial for longer term planning purposes. While the Board is presented with a two-year budget, only the upcoming fiscal year budget will be adopted. Each successive year's budget will result in the adoption of that year's budget prior to the next fiscal year.

#### Administration, Water & Wastewater Division

The FY 2022-23 projected Operations and Maintenance (O&M) expenditures are \$10,187,450 and the projected Capital Improvement Projects (CIP) total \$14,078,300.

#### Lighting & Landscaping Divisions

The FY 2022-23 projected Zone #8 O&M budget is \$926,077 with a CIP budget of \$510,000.

The FY 2022-23 projected Zone #9 O&M budget is \$134,299 with a CIP budget of \$25,000.

Staff Recommends:

1. Open the public hearing for public comment.
2. Close the public hearing.
3. Adopt Resolution 2022-20.

### Previous Relevant Board Actions for This Item

Presentation of the Preliminary Budget May 19, 2022  
Presentation of the Proposed Budget June 1, 2022

### Attachments

1. Resolution 2022-20
2. FY 2022-23 Operating, Capital Improvement Program, and Revenue Budgets.
3. Notice of Public Hearing re Budget FY 2022-23.

AGENDA ITEM: F2



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2022-20**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ADOPTING THE OPERATING, CAPITAL IMPROVEMENT  
AND REVENUE BUDGETS FOR FISCAL YEAR 2022-23**

**WHEREAS**, The Town of Discovery Bay Community Services District is required pursuant to California Government Code Section 61110 to annually adopt a budget that identifies certain types of expenditures for the fiscal year that begins July 1<sup>st</sup> of each year; and

**WHEREAS**, The Finance Manager has prepared and submitted to the Board of Directors a Proposed Operating, Capital Improvement and Revenue Budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023; and

**WHEREAS**, The Board of Directors has considered the budget and the comments thereon and has determined that it is necessary for the efficient management of the District to appropriate revenues to the expenditure categories necessary to carry out the activities of the District as provided in the FY 2022-23 draft budget, and as may be amended.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The annual Operating, Capital and Revenue budgets for all operational functions of the Town of Discovery Bay Community Services District for FY 2022-23 is hereby adopted.

SECTION 2. The Budget Document for FY 2022-23 is incorporated herein and is made a part of this Resolution.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY OF JUNE 2022.

\_\_\_\_\_  
Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 15, 2022, by the following vote of the Board:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Dina Breitstein  
Board Secretary





*Town of Discovery Bay Community Services District  
Contra Costa County, California*

---



## TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT FISCAL YEAR 2022-2023 PROPOSED BUDGET

June 15, 2022

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# Discovery Bay at a Glance

## The Town of Discovery Bay Community Service District: At a Glance

Discovery Bay was established in the early 1970's as a weekend and summer resort community. Today, Discovery Bay has evolved into a thriving year-round home for more than 15,000 residents who enjoy small-town living against the backdrop of over 1,200 miles of Delta waterways. Discovery Bay boasts a full-service marina, three (3) public schools, one (1) private school, as well as two (2) shopping centers. However, this small town is no longer limited to Delta waterfront homes; it has developed into a community that provides something for everyone. Discovery Bay offers gated waterfront homes as well as Country Club homes located on an 18-hole championship golf course. There are four (4) gated communities, Clipper Estates, The Country Club, Lakeshore and The Lakes.

Town of Discovery Bay Community Services District "District" is approximately 9 square miles and was formed in 1998 following a vote of the people to form an Independent Special District with the purpose of providing essential public services to its residents. The Contra Costa County Local Agency Formation Commission (LAFCO) has authorized the District the responsibility of providing the following special services to the residents of Discovery Bay:

- Water supply collection, treatment, and distribution
- Wastewater collection, treatment, and distribution
- Parks and Landscape Maintenance
- Recreational Activities

### District Form of Government

California's Independent Special Districts are legislatively authorized under California Government Code Sections 61000-61850. The Town of Discovery Bay Community Services District is governed by an elected five (5) member Board serving staggered four (4) year terms. The Board employs a General Manager to administer the day-to-day operations of the District.

### Population

The census report states the total population in Discovery Bay to be 15,358 people.

### Water Services

The Town of Discovery Bay CSD owns and maintains over fifty (50) miles of water mains in seven (7) residential developments: Discovery Bay West (Village 1, 2, 3 and 4, and Ravenswood); and two (2) of the older developments (Discovery Bay Proper and Centex). Currently, the District owns and operates six (6) water production wells that are located throughout the District and are capable of producing seven million gallons of domestic water per day. The raw water is then treated in two (2) water treatment facilities with water storage capacity of 2.5 million gallons of treated water for customer distribution. The total

water requirements of Discovery Bay are currently about 900 million gallons per year, which equates to an average daily demand of 2.5 million gallons per day.

#### Wastewater Services

The District provides wastewater collection, treatment, and distribution services to approximately 6,000 homes and businesses located in the town. The wastewater treatment process goes through two (2) separate conveyance systems; Plant 1 and Plant 2. Wastewater Treatment Plant 1 is located just north of Highway 4, within the Discovery Bay Development area. Wastewater Treatment Plant 2 is located south of Highway 4 at the Town's eastern boundary. The two (2) plants are interconnected and are dependent upon each other for various functions.

To facilitate and transport the raw wastewater to the main wastewater treatment, the District utilizes 15 wastewater lift stations to move the waste through 50 miles of sewer mains. The plants are capable of producing an average of 1.2 million gallons of wastewater per day. The wastewater treatment plants currently include an influent pump station, influent screening, and secondary treatment facilities using oxidation ditches, sand filters, and ultraviolet (UV) disinfection before discharging the treated water into Old River.

The water and wastewater facilities are operated and maintained by Veolia North America. Under a multi-year agreement with the District.

#### Parks and Landscaping Services

The District maintains all the public parks and landscaped areas in Discovery Bay. Every budget year, the Board of Directors establishes priorities to improve the landscape areas of Discovery Bay. The landscape areas in Discovery Bay are broken down into five (5) landscape zones. Two (2) of those zones are owned by the District, with the remaining three (3) owned by Contra Costa County and maintained under contract by the District. The five Landscaping & Lighting zones are:

##### Discovery Bay Landscape & Lighting Zone #8

Zone 8 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the Discovery Bay entrance from Highway 4, Clipper Drive, Discovery Bay Boulevard, Willow Lake Road, and a variety of smaller landscaped areas. Cornell Park & Roberta Fuss Tot Lot are also included in this zone.

##### Discovery Bay Landscape & Lighting Zone #9 (Ravenswood)

Zone 9 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the landscape streetscape frontages along Wilde Drive and Poe Drive. Ravenswood Park is also included in this zone.

##### Contra Costa County Landscape & Lighting Zone #35

Zone 35 is owned by Contra Costa County but is maintained by the Town of Discovery Bay CSD. The zone includes the landscaped median islands on Bixler Road at the intersection of Highway 4 and a pedestrian

pathway from the Sandy Cove Shopping Center to Newport Drive. There are also included two pedestrian bridges along the path.

#### Contra Costa County Landscape & Lighting Zone #57

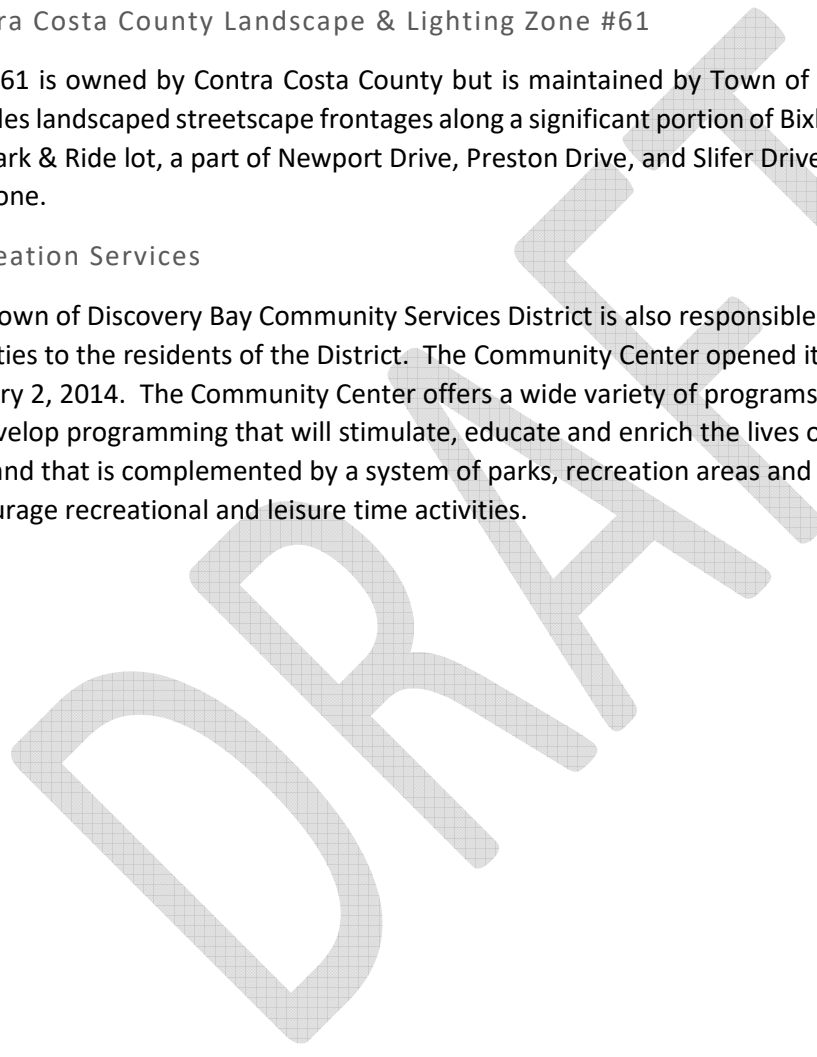
Zone 57 is owned by Contra Costa County but is maintained by Town of Discovery Bay CSD. This zone includes all landscaped streetscape frontages in and outside of the Centex Development, along Highway 4, a portion of Bixler Road, and two (2) small parking areas. Regatta Park is also included in this zone.

#### Contra Costa County Landscape & Lighting Zone #61

Zone 61 is owned by Contra Costa County but is maintained by Town of Discovery Bay CSD. This zone includes landscaped streetscape frontages along a significant portion of Bixler Road, Point of Timber Road, the Park & Ride lot, a part of Newport Drive, Preston Drive, and Slifer Drive. Slifer Park is also included in this zone.

#### Recreation Services

The Town of Discovery Bay Community Services District is also responsible for providing recreational activities to the residents of the District. The Community Center opened its doors to the public on January 2, 2014. The Community Center offers a wide variety of programs for all ages and will continue to develop programming that will stimulate, educate and enrich the lives of people within Discovery Bay, and that is complemented by a system of parks, recreation areas and other facilities aimed to encourage recreational and leisure time activities.



## Board of Directors

The Town of Discovery Bay is a California independent Community Services District (CSD) and is governed by a five-member Board of Directors. Directors are publicly elected and serve four-year staggered terms.

The Town of Discovery Bay is responsible for water, sewer, landscaping, parks and recreation. While the District does not have the jurisdiction or authority over land use, zoning, law enforcement or fire protection services, the District does advise the County on decisions that affect Discovery Bay. The District's General Manager is tasked to carry out the policy decisions of the Board and oversee the day-to-day operations of the Town of Discovery Bay.



*Kevin Graves, Ashley Porter, Bryon Gutow, Carolyn Graham, Michael Callahan*

### Board Position and Term

President Kevin Graves	12/2018 to 12/2022
Vice-President Ashley Porter	10/2020 to 12/2022
Director Bryon Gutow	12/2018 to 12/2022
Director Carolyn Graham	12/2020 to 12/2024
Director Michael Callahan	12/2020 to 12/2024

## Message from the General Manager

The Town of Discovery Bay is not a city; rather we are a type of local government known as a Community Services District, or “CSD.” In unincorporated areas such as Discovery Bay, basic services like water, sewer, law enforcement and fire protection are usually provided by the County. Because counties often consist of large and diverse geographical areas, providing a consistent and adequate service level across all areas can be difficult. Consequently, the Community Services District Law (Government Code §61000-61850) was created to provide an alternate method of providing services in unincorporated areas. In most cases, and due to the scope of their requirements, counties cannot provide tailored services to any one community. This leaves residents with little if any local control over services and no easy way to address problems or complaints. A CSD provides a method of offering local control on essential local services.

The Town of Discovery Bay Community Services District provides domestic water supply, treatment, and delivery, as well as wastewater collection, treatment, and disposal to the approximately 15,000 residents and businesses that call Discovery Bay home. We are also responsible for park maintenance and landscaping on many of our boulevards, streets, and roads.

The COVID-19 pandemic created the suspension of many Town activities during 2020 and through 2021; however, we are optimistic that during this FY22/23 budget year we will again see our Community Center and parks become a recreational hub with pickleball, tennis, swimming, dog park, Zumba, soccer, and many other year-round activities for all ages. Besides a lazy afternoon fishing off your dock, taking a turn at the end of the tow rope, or hitting the links, there’s a lot to do in Discovery Bay!

Discovery Bay is a great place to not only “Live Where You Play,” but it is also a great place to do business. The Discovery Bay Chamber of Commerce hosts monthly business “mixers” at different locations around town to show off the local business community. Check the Chamber’s website at [www.discoverybaychamber.org](http://www.discoverybaychamber.org) for additional information on their many community activities.

From the standpoint of your local government, the CSD operates the water and wastewater utilities on a combined operating and capital budget of \$27.7 million for the Fiscal Year 2022-23. The Capital Improvement Program are projects that continue to address the long-term capital needs of the District. A robust capital replacement fund represents an ongoing structural element of long-term financial sustainability.

As Discovery Bay continues to mature, I can assure you that the Board of Directors and the entire staff are working diligently to provide a comfortable place where residents can live, work and play and where we can enjoy the many qualities of life we all like in a small town. Please join us at one of our Board of Directors’ meetings that are held the first and third Wednesday of the month at 7:00 p.m. Each meeting agenda is posted on the Town’s website: [www.todb.ca.gov](http://www.todb.ca.gov). The District Office can be reached during normal business hours at (925) 634-1131 or visit the main office at 1800 Willow Lake Road, Discovery Bay CA 94505. Remember to Like us on Facebook and Instagram!

Sincerely,

Dina Breitstein, General Manager



## Finance Services Department

The Town of Discovery Bay CSD Finance Services Department operates under the Board of Directors who are the policy-making body of the District. The General Manager serves as the Administrative head and Treasurer of the District. The Finance program operates a governmental accounting, reporting, and records maintenance system that provides financial information to management. This program controls and monitors the receipt and disbursement of public funds in compliance with statutory requirements and professional accounting standards. The Finance Services Department also has the responsibility for coordinating all external auditing functions.

The finance function is responsible for the continuing development of financial accounting software and implementation of new technology to increase efficiency in accounting processes and to improve both internal and external reporting. This program also oversees the implementation of any new accounting pronouncements by the Governmental Accounting Standards Board (GASB).

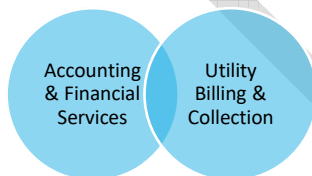
The payroll function of this program processes payroll for all District employees including interfacing with the District's payroll service provider to assure compliance with all regulatory requirements, laws and District policies pertaining to payroll.

### Key Achievements

- ✓ Timely completion of annual audits with unqualified (clean) audit findings
- ✓ Structurally balanced budget
- ✓ Sufficient Reserves
- ✓ Successful Bond Financing for Denitrification and Well 8 projects.
- ✓ Moved Town Treasury services away from Contra Costa County Treasury

### Goals

- Ensure expenditures are consistent with adopted policies
- Move towards paperless documentation. Continue implementation and updating technologies to increase efficiencies to ensure accurate reporting



## Water & Wastewater Services Department

### WATER

This Program provides water production, treatment and distribution to over 6,000 homes and businesses. Specifically, the Water Program includes information necessary for the Board of Directors to establish priorities and make well-informed decisions concerning the Town's water systems. The Water Quality program is responsible for the enforcement of regional water quality regulations. Response procedures have been developed to react to citizen water quality complaints and to pursue water misuse observed in the field. The program also assists with the development of water quality educational materials and outreach.

The Water Utility function maintains and operates automated water meters for the District's 6,000+ water accounts. The technology transmits hourly water consumption data to our billing system by a wireless network. This reliable and frequent water usage information allows customers to monitor use and detect leaks. The Eye on Water portal <https://eyeonwater.com/signup> is a tool for account holders to monitor daily water usage data and learn ways to conserve.

### WASTEWATER

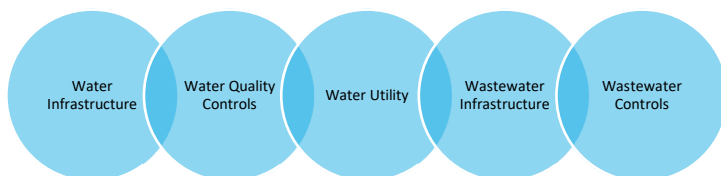
The Town of Discovery Bay Wastewater Program provides for the collection, conveyance, treatment, and discharge of treated effluent. Specifically, the Wastewater Program includes information necessary for the Board of Directors to establish priorities and make well-informed decisions regarding the Town's wastewater matters. In general, the wastewater program supports and directs the wastewater contractor, enabling them to carry out day-to-day operations, services and planning efforts. This program negotiates, administers, implements, and approves contracts for the provision of municipal services.

#### Key Achievements

- ✓ Finishing Edgeview Pipeline Project.
- ✓ Started Denitrification project.
- ✓ Completed Willow Lake and Newport water treatment Filters B.
- ✓ Ordered Vac-Truck.

#### Goals

- Continue construction of the Denitrification project.
- Start Outfall Diffuser Project.
- Water Treatment Filters A rehab at Newport and Willow.
- Receive delivery of Vac-Truck.



## Lighting and Landscaping Services Department

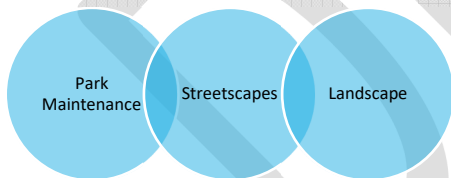
The Parks and Landscaping Program provides for the planning, maintenance and capital needs of the parks and landscaping network in Discovery Bay. Specifically, the Parks and Landscaping Program includes information necessary for the Board of Directors to establish priorities and make well-informed decisions concerning Town parks and landscaping matters. This program offers a comprehensive maintenance and rehabilitation program for five (5) parks and the streetscapes inside Discovery Bay. The maintenance and rehabilitation program includes repair and maintenance of the parks within Zones 8, 9, 35, 57, 61 and the Park and Ride. This program conducts preventative maintenance on streetscapes, which includes design and planting and ensuring proper drainage. This program maintains and replaces plants and trees to provide health, vitality and visual appeal as well as manage annual inventory lists to project funding and scheduling of future repairs, projects, and replacement.

### Key Achievements

- ✓ Dryscaping Discovery Bay Blvd medians
- ✓ Dryscaping Zone 57 parking area landscapes
- ✓ Per Capita “Grant” - Prop 68 awarded

### Goals

- Clipper Drive enhancements
- Willow Lake Island enhancements
- Complete Prop 68 ‘Per Capita’ Grant Projects
- Slifer Park basketball court resurfacing
- Zone 35 (Bixler Road Median) enhancements



## Recreation Services Department

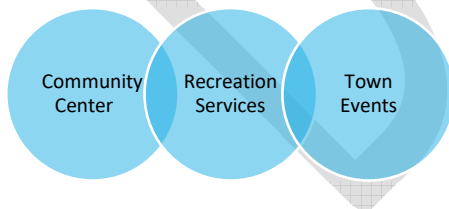
Recreation Services provides community-based and age-appropriate recreational programming. The Discovery Bay Community Center acts as the hub for these activities and is complimented by a network of parks, fields and other recreational and educational venues.

### Key Achievements

- ✓ Community Pool and adjacent structure rehabilitation completed
- ✓ Pool furniture and umbrellas purchased
- ✓ Synthetic turf installed
- ✓ Purchased and installed new windscreens on all tennis and pickleball courts at Community Center
- ✓ Dog park drainage repairs
- ✓ Activity Guide distributed digitally resulting in annual savings
- ✓ Advertising on Facebook and Instagram
- ✓ Tennis courts 1, 2, 3 to be resurfaced this fiscal year
- ✓ Installed security cameras and lighting at Community Center for safety
- ✓ Golf cart parking in progress
- ✓ Summer Jam Concerts restarted

### Goals

- Rebuilding community recreational programming stalled by COVID-19 shutdowns; update safety protocols as required
- Hiring lifeguards for a successful aquatics season
- Examine current special interest recreational opportunities offered and look for new and creative ways to expand current offerings
- Continue the development and expansion of community relationships with local groups
- Examine current special interest recreational opportunities offered and look for new and creative ways to expand current offerings



## District Consultants

### General Counsel

#### Law Office of Neumiller & Beardslee

The District's General Counsel provides legal advice and training to the Board of Directors, General Manager and Department Heads. The General Counsel investigates and defends claims against the District and resolves them as directed by the Board of Directors. At the direction of the Board of Director's General Counsel may initiate litigation to enforce the District's rights or to protect the public health, safety or welfare. The General Counsel also drafts and approves the form of contracts and other legal documents, including ordinances, resolutions and legal notices.

<http://neumiller.com/>

#### Luhdorff & Scalmanini Consulting Engineers (Water)

Luhdorff & Scalmanini, Consulting Engineers (LSCE) is a recognized leader in groundwater resources investigation, planning, development, use, protection, and management. LSCE's multi-disciplinary staff of engineers, geologists, hydrologists, and hydrogeologists apply scientific methods and develop forward-thinking engineering solutions to today's complex water resource problems.

<http://lsce.com/>

#### Herwit Engineering (Wastewater)

HERWIT ENGINEERING plans and designs water and wastewater treatment plants and pump stations of all sizes with a specialty in mechanically intensive systems. HERWIT provides services for all elements necessary to develop projects from ground zero through operations and completion of construction. These services include: overall project management, initial site assessment and selection, management of the California Environmental Quality Act (CEQA) permitting, negotiation and preparation of National Pollution Discharge Elimination System (NPDES) discharge permits, preparing Army Corps of Engineers permits, Department of Fish and Game stream bed alteration permits, development of pre-design reports and preliminary cost estimates, final design of all mechanical, electrical and civil facilities, bidding support services, construction management, engineering support services during construction, and startup and operations assistance.

<http://herwit.com>

## District Mission, Vision, Goals & Values

The Town of Discovery Bay Board of Directors has adopted its Mission, Vision, Goals, and Values.

These ideals serve as an important guide as the Town of Discovery Bay conducts its day-to-day business and interacts with the public.

### MISSION

Provide effective and fiscally responsible municipal services in a manner which promotes a high standard of community life with a focus on the environment and the Delta in partnership with the community.

### VISION

Maintain a full service and sustainable community

Grow in harmony with the environment and the Delta

Ensure assets and facilities are maintained, serviceable, and in compliance with all regulatory laws, regulations, and rules

Promote practices that provide enhanced and sustainable life now and for future generations

### GOALS

Responsible management of public funds

Preservation of our neighborhoods and natural resources

Provide timely, effective and transparent communications between government and our citizens

Continually improve the quality of our services

Promote and protect the environment

Take pride in community assets

Champion diversity and inclusion

Provide leadership while considering all points of view, to ultimately set policy and make decisions based on what is in the best interest of the entire community

Recognize pioneers of the community

### VALUES

Innovation \* Accountability \* Respect \* Integrity \* Professionalism

## Budget Message

Dear Board of Directors,

I am honored to submit to the Town of Discovery Bay Board of Directors the District's financial plan for the fiscal period July 1, 2022, through June 30, 2023. The annual Revenue, Operating, and Capital Improvement Program budgets are the planning tools utilized by staff and the Board to track revenues and expenditures over the respective forecast period.

This budget states program goals for each department, considering the desires of the Board, the expectations of the public, the needs of the department, and available resources. Each manager was given the opportunity to directly participate in the budget process, allowing them to share their expertise and to offer options and solutions. Adoption of a budget that includes specified program goals ensures a unified effort and sets forth a work plan for the year.

Several major projects are expected to continue or commence this year, including a water well, the state-mandated denitrification project, mainline pipe replacements, lift station upgrades, and the purchase of a new Vac Truck. The District formed an ad hoc committee to access the relocation of the office building which is currently located on Willow Lake Road. The Lighting and Landscaping department will be working on the upgrade of Cornell Park under the Prop 68 'Per Capita' Grant along with the renovation of Clipper Drive. District security continues to be an ongoing project to ensure our cybersecurity and assets are protected.

The District obtained bond financing of \$16.86 million to fund the planning and construction of Well 8 and partially fund the denitrification project. Bi-annual debt service payments will begin December 1, 2022. Our credit rating remained at a "AA" rating help keep our interest rate low.

From an operational standpoint, the District continues to operate efficiently and in a manner that is financially prudent. The water and wastewater departments continue to refine their perspective capital plans into the future to enable timely replacement and funding of aging infrastructure. The Community Center has restarted its programming that was shut-down for almost 2 years due to the COVID-19 pandemic.

I am pleased to present a budget where the District's operating and infrastructure necessities are met while offering a strategic look at the overall assets of the District. Staffing levels meet projected needs; ongoing training continues to improve service levels and financial management policies continue to guide the District in decision-making that is grounded and consistent over time.

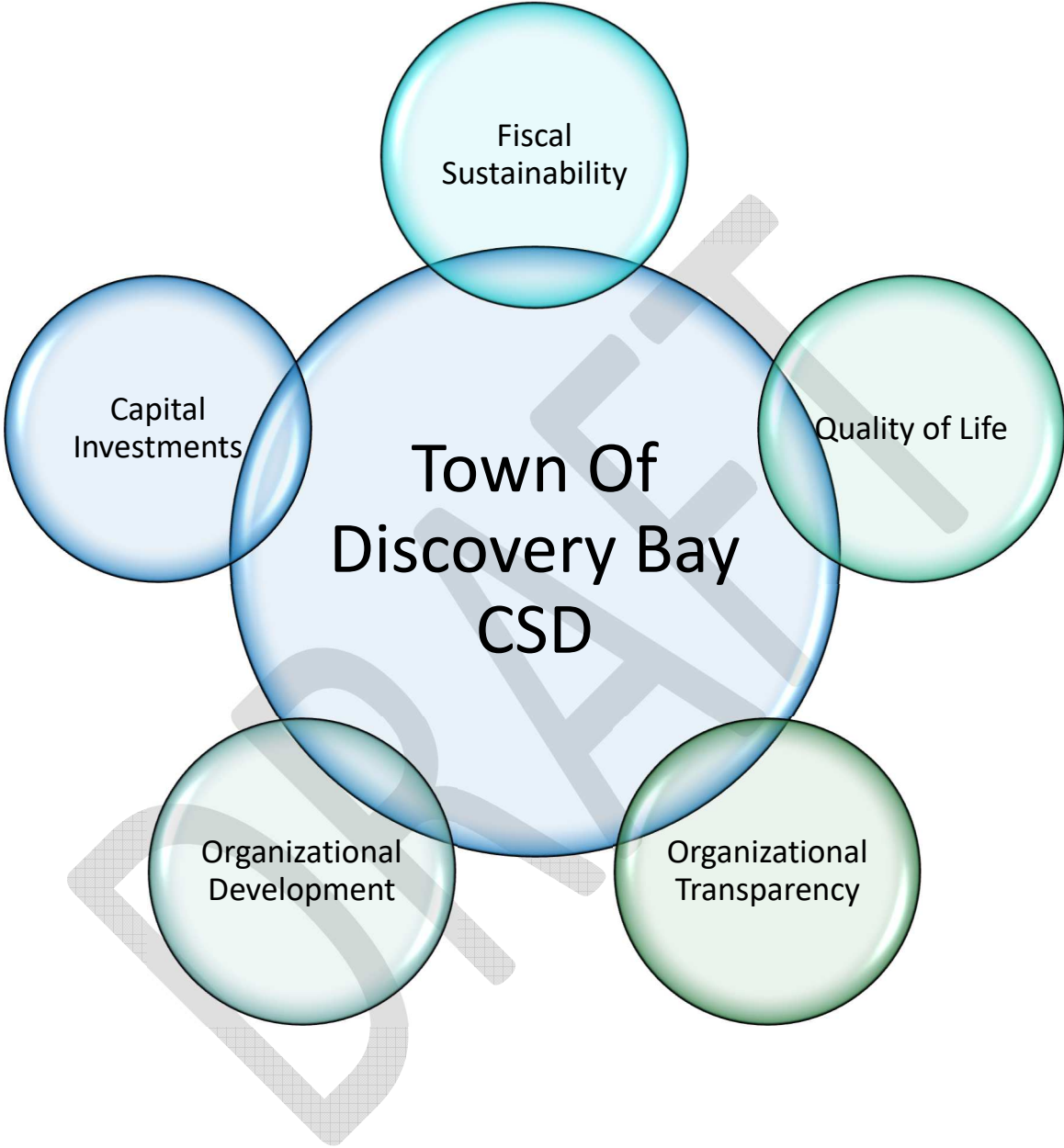
I would like to thank the District staff for their contributions toward producing the budget. I am delighted to work with employees that care deeply about the Town of Discovery Bay. I, along with staff, look forward to serving the community, executing the District's capital projects, and working together to build and maintain long-term fiscal sustainability.

I would also like to thank the entire Board of Directors for their support over the past fiscal year. In preparing for the next fiscal year and continuing into the future, I expect that the District will continue to remain resourceful, innovative, and successful.

Respectfully submitted,

Julie Carter, Finance Manager

Strategic Goals





## Goals, Objectives, and Action

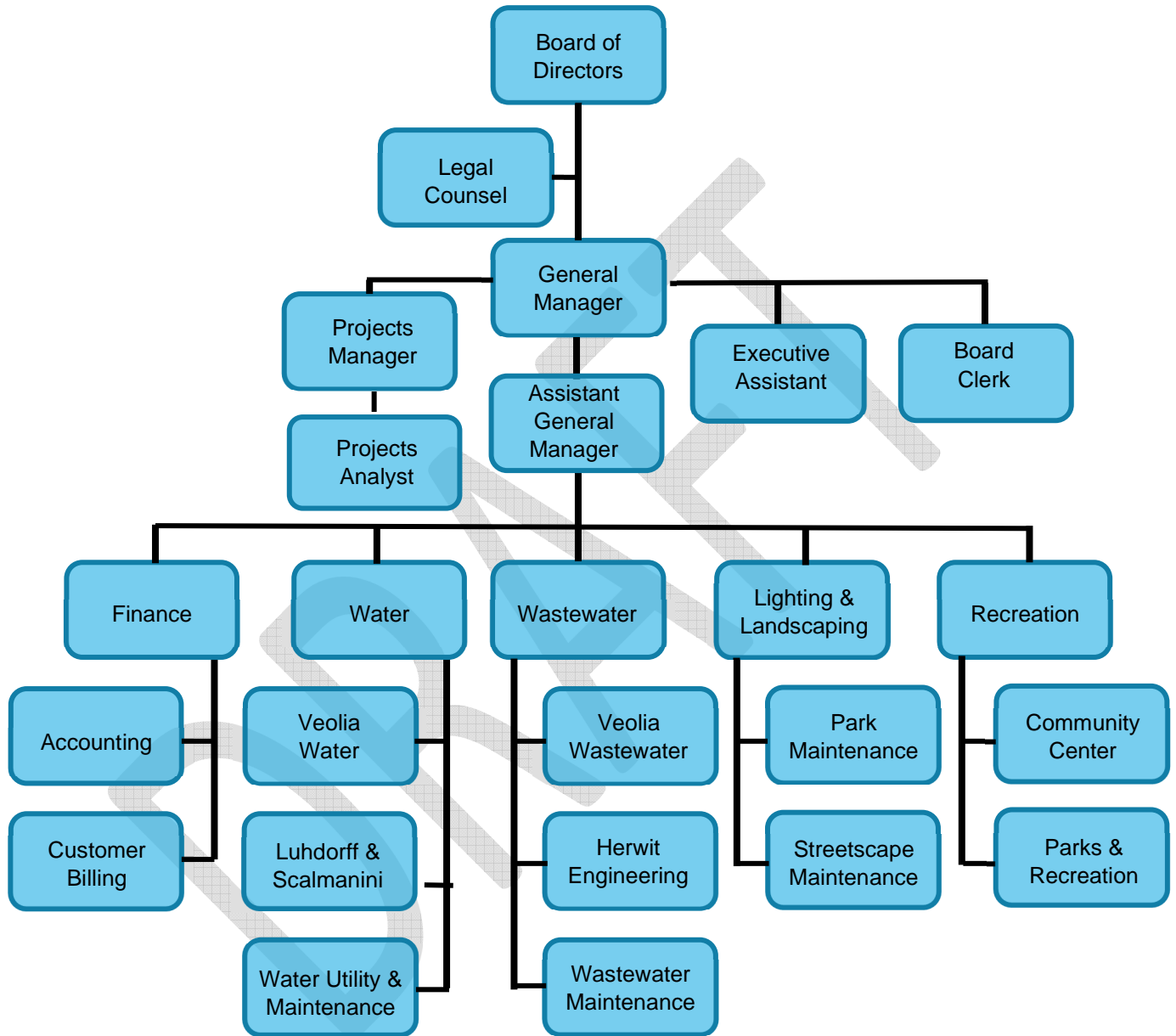
Goal	Objective	Performance Outlook
Fiscal Sustainability	<ul style="list-style-type: none"> <li>• Balance Revenues and expenditures to ensure fiscal stability</li> <li>• Monitor trends in key revenue sources</li> <li>• Provide core services in an efficient and effective manner</li> </ul>	<ul style="list-style-type: none"> <li>• Review expenditure vs. budget reports for each department on a monthly basis</li> <li>• Conduct a quarterly review and make adjustments as needed</li> </ul>
Quality of Life	<ul style="list-style-type: none"> <li>• Focus on key services, programs, and activities for seniors and youth.</li> <li>• Partner with service clubs to promote community-wide events</li> <li>• Maintain and expand parks throughout the community</li> </ul>	<ul style="list-style-type: none"> <li>• Provide quarterly reports on activities for youth, seniors, and park &amp; recreation programs</li> </ul>
Organizational Transparency	<ul style="list-style-type: none"> <li>• Post key information on the District’s website</li> <li>• Use media to inform and engage the public</li> <li>• Prepare the budget in a user-friendly, informative &amp; transparent format</li> </ul>	<ul style="list-style-type: none"> <li>• Post all agendas, reports, and contracts on the District’s website</li> <li>• Post all policy documents and resolutions on the website</li> <li>• Prepare the budget in a user-friendly, informative &amp; transparent format</li> </ul>
Organizational Development	<ul style="list-style-type: none"> <li>• Evaluate staffing levels to ensure adequate delivery of core services</li> <li>• Provide training and resources to sustain a talented workforce</li> <li>• Maintain accountability and recognition of employees</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare a long-term staffing plan</li> <li>• Develop training of key management and supervisory staff</li> <li>• Uphold and maintain safety training</li> </ul>
Capital Investments	<ul style="list-style-type: none"> <li>• Prioritize and evaluate needed capital investments</li> </ul>	<ul style="list-style-type: none"> <li>• Deliver capital projects on time and within budget</li> <li>• Seek funding opportunities to fund infrastructure projects</li> <li>• Continuous updates to District master plans</li> </ul>

## Authorized Positions

### Current and Future Positions

Position Title	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
Office Assistant	2	2	2	2
Administrative Assistant	2	2	2	2
Executive Assistant	1	1	1	1
Accounting/Project Analyst	0	0	0	1
Accountant	1	1	1	1
Water Services Technician I	2	2	2	2
Water Services Technician II	1	1	1	1
Parks & Maintenance Worker I	1	1	1	1
Parks & Maintenance Worker II	2	2	2	2
Parks & Maintenance Worker III	1	1	1	1
Recreation Programs Supervisor	1	1	1	1
Parks & Landscape Manager	1	1	1	1
Water & Wastewater Manager	1	1	1	1
Finance Manager	1	1	1	1
Projects Manager	1	1	1	1
Assistant General Manager	1	1	1	1
General Manager	1	1	1	1
<b>Total</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>21</b>

## Organizational Chart by Department



## Salary & Wages

	Range #	Bottom Step Hourly	Biweekly•	Monthly•	Top Step Hourly*	Biweekly•	Monthly•
<b>100 Series – Temporary/Intermittent Staff</b>							
Recreation Leader I	100	\$15.00	\$1,200	\$2,600	\$15.20	\$1,216	\$2,635
Recreation Leader II	105	\$15.25	\$1,220	\$2,643	\$15.45	\$1,236	\$2,678
Lifeguard	110	\$15.50	\$1,240	\$2,687	\$15.90	\$1,272	\$2,756
Lifeguard/Swim Instructor and Recreation Leader III	115	\$16.00	\$1,280	\$2,773	\$16.40	\$1,312	\$2,843
Pool Supervisor	125	\$17.50	\$1,400	\$3,033	\$18.30	\$1,464	\$3,172
<b>200 Series – Non-Management Staff</b>							
	Range #	Bottom Step Hourly	Monthly•	Annual•	Top Step Hourly	Monthly•	Annual•
Park/Landscaper/Maintenance I	220	\$22.71	\$3,936	\$47,237	\$25.70	\$4,455	\$53,456
Park/Landscaper/Maintenance II	235	\$27.02	\$4,683	\$56,202	\$30.57	\$5,299	\$63,586
Park/Landscaper/Maintenance III	250	\$29.81	\$5,167	\$62,005	\$33.73	\$5,846	\$70,158
Office Assistant/Customer Service Representative A	225	\$23.28	\$4,035	\$48,422	\$26.34	\$4,566	\$54,787
Office Assistant/Customer Service Representative B	230	\$25.69	\$4,453	\$53,435	\$29.06	\$5,037	\$60,445
Account Clerk	240	\$27.68	\$4,798	\$57,574	\$31.32	\$5,429	\$65,146
Administrative Assistant/Parks-Recreation Assistant A	245	\$28.36	\$4,916	\$58,989	\$32.09	\$5,562	\$66,747
Administrative Assistant/Parks-Recreation Assistant B	260	\$31.31	\$5,427	\$65,125	\$35.42	\$6,139	\$73,674
Sr. Account Clerk	255	\$30.57	\$5,299	\$63,586	\$34.59	\$5,995	\$71,947
Accountant I	275	\$32.28	\$5,595	\$67,142	\$42.36	\$7,342	\$88,109
Executive Assistant A	270	\$35.44	\$6,143	\$73,715	\$40.10	\$6,951	\$83,408
Executive Assistant B	280	\$39.13	\$6,782	\$81,390	\$44.27	\$7,673	\$92,082
Project Analyst	265	\$38.47	\$6,666	\$80,000	\$50.48	\$8,750	\$105,000
Water Tech I	210	\$24.47	\$4,241	\$50,898	\$27.68	\$4,798	\$57,574
Water Tech II	270	\$35.44	\$6,143	\$73,715	\$40.10	\$6,951	\$83,408
Water Tech III	280	\$39.68	\$6,878	\$82,534	\$43.79	\$7,590	\$91,083
<b>Series 300: Management Staff</b>							
	Range #	Bottom Step Hourly	Monthly•	Annual•	Top Step Hourly	Monthly•	Annual•
Recreation Programs Supervisor	300	\$34.58	\$5,994	\$71,926	\$44.26	\$7,672	\$92,061
Manager: Parks/Landscape	345	\$43.60	\$7,557	\$90,688	\$54.45	\$9,438	\$113,256
Managers: Finance; Water/Wastewater	350	\$44.44	\$7,703	\$92,435	\$55.50	\$9,620	\$115,440
<b>Series 400: Senior Management Staff</b>							
	Range #	Bottom Step Hourly	Monthly•	Annual•	Top Step Hourly	Monthly•	Annual•
Assistant General Manager	400	\$53.34	\$9,245	\$110,947	\$66.62	\$11,547	\$138,570
General Manager					\$120.19	\$20,833	\$249,995
Projects Manager	425	\$79.88					

## Minimum Wage Adjustment January 2022

The State of California minimum wage will increase year over year. The below table represents how the minimum wage increase affects the District Temporary & Intermittent Staff Salary Range Table.

	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Leader I	\$15.00	\$15.05	\$15.10	\$15.15	\$15.20
Recreation Leader II	\$15.25	\$15.30	\$15.35	\$15.40	\$15.45
Lifeguard	\$15.50	\$15.60	\$15.70	\$15.80	\$15.90
Lifeguard/Swim Instructor & Rec Leader III	\$16.00	\$16.10	\$16.20	\$16.30	\$16.40
Assist. Pool Supervisor	\$16.50	\$16.70	\$16.90	\$17.10	\$17.30
Pool Supervisor	\$17.50	\$17.70	\$17.90	\$18.10	\$18.30

- The number in blue represents the immediate effect.
- The numbers in red are the new pay scale rates.

### Proposed Minimum Wage Increase January 2023

	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Leader I	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
Recreation Leader II	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Lifeguard	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00
Lifeguard/Swim Instructor & Rec Leader III	\$19.25	\$19.50	\$19.75	\$20.00	\$20.25
Assist. Pool Supervisor	\$20.50	\$20.75	\$21.00	\$21.25	\$21.50
Pool Supervisor	\$21.75	\$22.00	\$22.25	\$22.50	\$22.75

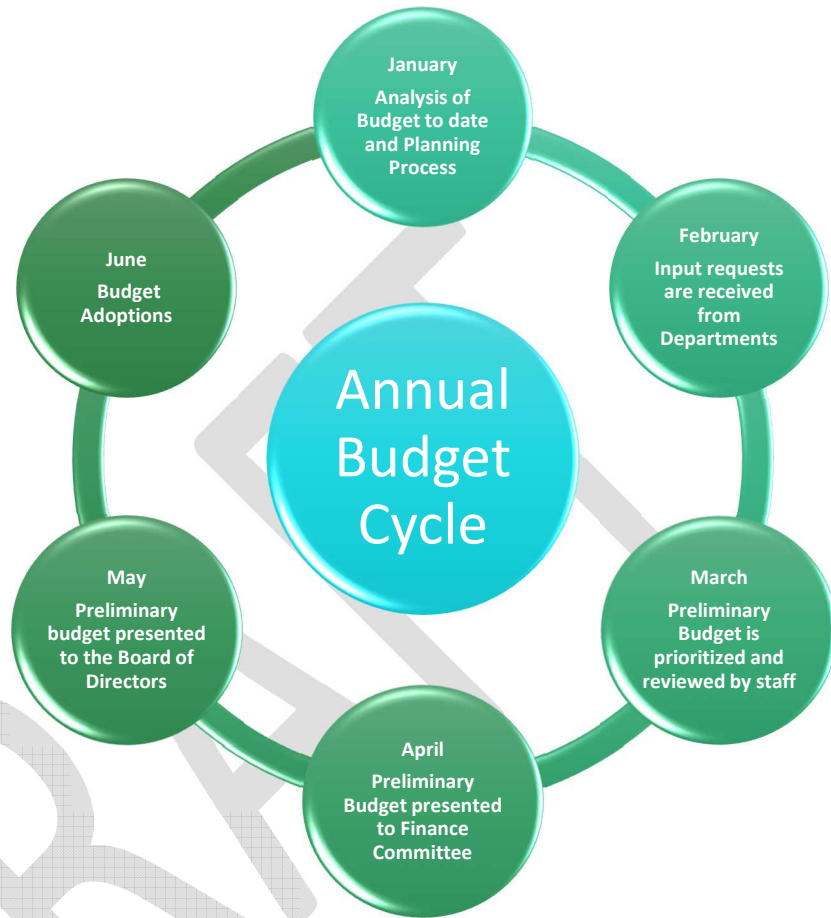
# The Budget Process

Fiscal Years 2023 & 2024

## 2 Year Budget Build

The Budget is a spending management plan for the District's financial resources. Through the use of these resources, services are provided to meet the needs of the Town of Discovery Bay's residents.

The District's annual budget process begins in January and concludes in June where the final budget is adopted.



**January:** Operating budget preparations begin with the analysis of the current year's budget, which helps to determine the base budget for the following year, including capital projects.

**February:** Budget guidelines and instructions are distributed to each Department Manager. Department Managers meet with Finance Manager to discuss their budget requests.

**March:** Department Managers meet with the Finance Manager to review the preliminary budget, the budget is prioritized, refined, and compiled into the preliminary budget to present to the Finance Committee.

**April:** Preliminary Budget is presented to Finance Committee for input and guidance.

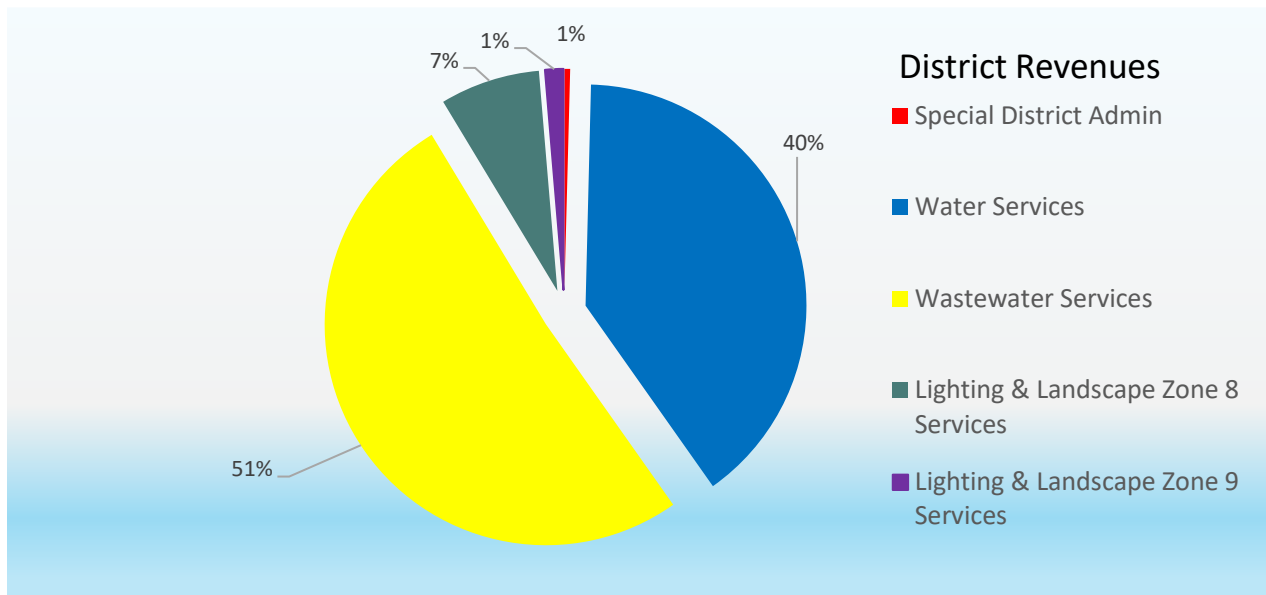
**May:** The preliminary budget is presented to the Board of Directors at the Budget Workshop; Finance Manager completes final budget.

**June:** The final budget is presented and adopted by the Board of Directors.

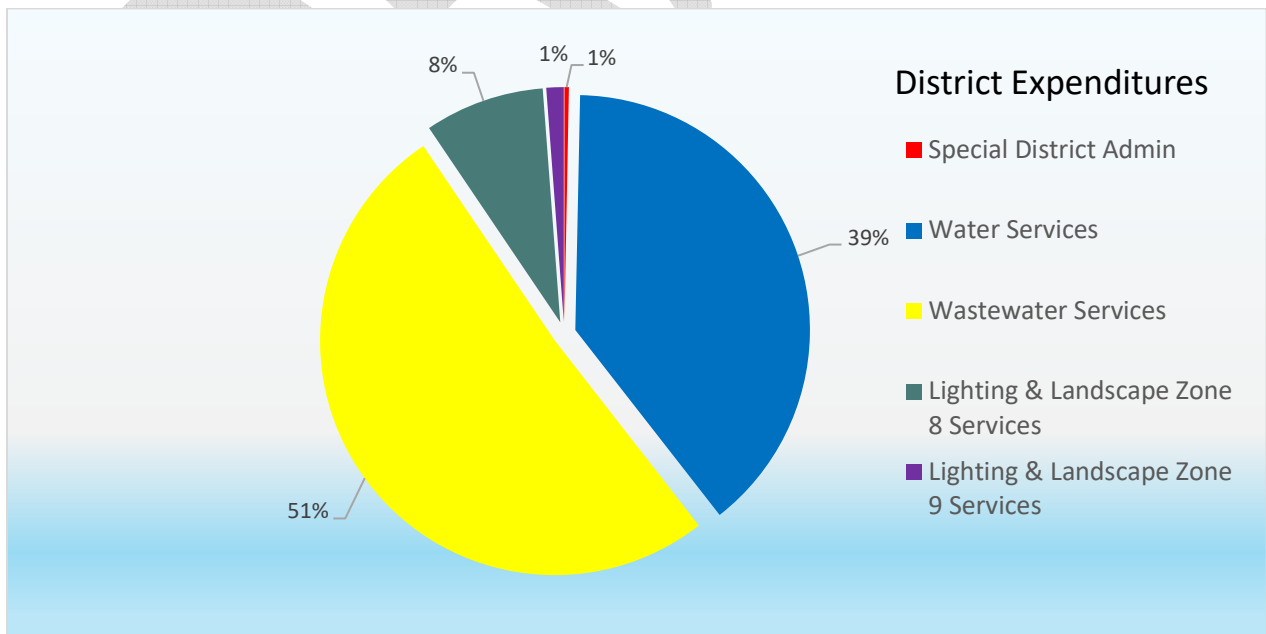
## Budget Overview

The Town of Discovery Bay supports the Water Department, Wastewater Department, two Lighting and Landscaping Department Zones 8 & 9 and Special District Administration (Zone 35, 57, 61). Data is for budget year 2022-2023.

### District Revenue



### District Expenditures



## Special District Administration Services Revenue, Operations & Maintenance, and Capital Improvements

The Special District Administration Fund revenue and expenditures cover all the Contra County Special District transactions for Contra Costa Lighting and Landscaping Zones 35, 57, & 61 which are maintained by the Town of Discovery Bay and reimbursed back to the District from Contra Costa County. These Zones included the following:

- Zone 35 includes the landscaped median islands on Bixler Road at the intersection of Highway 4, and a pedestrian pathway from the Sandy Cove Shopping Center to Newport Drive and two pedestrian bridges along the path.
- Zone 57 includes all landscaped streetscape frontages in and outside of the Centex Development along Highway 4, a portion of Bixler Road, and two (2) small parking areas. Regatta Park is also included in this zone.
- Zone 61 includes landscaped streetscape frontages along a major portion of Bixler Road, Point of Timber Road, the Park & Ride lot, a portion of Newport Drive, Preston Drive, and Slifer Drive. Slifer Park is also included in this zone.

### Revenue

Account Code	Revenue	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
10-31-5226	Landscape Reimbursable	93,701	35,000	26,754	35,000	35,000
	<b>Total</b>	<b>\$93,701</b>	<b>\$35,000</b>	<b>\$26,754</b>	<b>\$35,000</b>	<b>\$35,000</b>

### Expenditures

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
10-41-7529	Landscape Related Reimbursable	95,349	35,000	44,072	35,000	35,000
10-41-8000	Operating Transfers Out	65,743	0	0	0	0
	<b>Total</b>	<b>\$161,092</b>	<b>\$35,000</b>	<b>\$44,072</b>	<b>\$35,000</b>	<b>\$35,000</b>



## Capital Improvements

Capital Improvements are planned by Contra Costa County Public Works Department. For Fiscal year 2022-2023 the following projects are planned

- Zone 35 - add ballast lighting to the walking path.
- Zone 61 - refurbish the basketball court at Slifer park.

## Special District Administration Services Notations

Contra Costa County increased the budgets for the Landscaping & Maintenance Zones 35, 57 and 61 by an aggregate of \$18,900 from the 2021/2022 budget. The District is continuing with its review of these zones and the sustainability to financially maintain them.

	2021-2022 Budget	2022-2023 Budget	YoY Variance	% Variance
<b>Zone 35</b>	21,700	25,100	3,400	16%
<b>Zone 57</b>	61,700	61,200	(500)	-1%
<b>Zone 61</b>	200,000	216,000	16,000	8%

Separate payroll and vehicle budgets are no longer included the wastewater department. The expenses are paid out and reimbursed to wastewater monthly. Any amounts due from the county at 6/30/2022 will be recorded in Accounts Receivable for the wastewater department.



## Water Services Revenue, Operations & Maintenance, and Capital Improvements

The revenue table below identifies the various sources of revenue that are anticipated during the next fiscal year. The primary source of the water revenue is derived from monthly volume water usage.

### Revenue Details

Account Code	Revenue	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
20-31-5102	SEC Collections Account Charge	1,548,751	1,569,961	1,537,908	1,598,310	1,627,047
20-31-5145	Meter Installation Fee	333,823	335,218	279,645	335,218	335,218
20-31-5179	Misc.-Water Service Fees	3,956	10,000	14,171	10,000	10,000
20-31-5151	Grant	67,530	0	38,934	0	0
20-31-5226	Water Meter Rental	500	500	325	500	500
20-31-5243	Other (Misc./Developer Fees)	32,438	2,000	44,918	10,000	10,000
20-31-6000	Water Charges	2,960,014	2,816,625	2,182,435	2,901,000	2,959,020
20-31-6030	Connection Fees CIP	400	6,000	100	6,000	6,000
20-31-6045	Capacity Fee CIP	19,400	15,000	4,850	15,000	15,000
20-31-6046	Permit Fee	200	5,000	0	5,000	5,000
20-31-6047	Inspection Fee	640	5,000	160	5,000	5,000
20-31-6086	Meter Charge-Commercial	87,416	80,000	73,733	85,000	90,000
	<b>Total Revenue</b>	<b>5,055,067</b>	<b>4,845,304</b>	<b>4,177,179</b>	<b>4,971,028</b>	<b>5,062,785</b>

### Expenditure Details

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
20-41-7000	Salary & Wages	509,863	608,549	464,936	592,103	621,708
20-41-7001	Overtime	0	2,000	0	2,000	2,000
20-41-7003	ER Taxes	37,913	60,855	20,977	59,210	62,171
20-41-7030	Group Insurance	92,362	121,000	80,122	110,000	120,000
20-41-7045	Workers Comp	5,105	14,720	8,244	19,200	20,160
20-41-7060	457 B/401a Plans	22,419	44,800	25,865	30,000	30,900
20-41-7105	Reimbursement of Insurance	(41,259)	(40,000)	(8,865)	(40,000)	(40,000)
20-41-7150	Temporary Employees	0	3,000	20,868	3,000	3,000
20-41-7165	Board of Directors Compensation	10,772	22,500	9,476	22,500	22,950

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
20-41-7180	Training Conferences Travel	1,854	31,000	3,686	31,000	31,620
20-41-7210	Dues & Subscriptions	0	500	0	0	0
20-41-7225	Memberships	8,198	8,000	8,927	9,000	9,000
20-41-7255	TODB Sponsored Events	50	4,000	0	10,000	10,000
20-41-7271	Consulting Services	338,195	306,300	197,446	285,700	305,300
20-41-7272	Water Service Contract	686,458	700,000	582,022	720,000	741,600
20-41-7276	Contract Mailing	35,510	41,000	32,104	47,000	49,350
20-41-7280	Veolia Pass-Thru Expenses	170,729	132,500	83,780	132,500	132,500
20-41-7286	Legal - General	33,653	59,455	17,078	70,000	70,000
20-41-7288	Legal - Litigation	215	18,800	0	10,000	10,000
20-41-7301	Annual Audit Services	11,589	27,500	132	15,000	15,450
20-41-7316	Election Expense	5,132	0	0	6,000	0
20-41-7317	Advertising	960	2,000	85	2,000	2,000
20-41-7318	Public Relations	0	6,000	0	1,000	1,000
20-41-7319	Internet Website	1,200	4,800	1,536	4,800	4,800
20-41-7345	Public Communications and Notice	186	2,400	0	2,400	2,400
20-41-7361	Telephone - general	5,201	5,500	3,357	5,750	5,923
20-41-7362	Telecom - networking	6,564	5,600	5,756	5,600	5,600
20-41-7363	Telephone - cellular	3,245	6,000	3,189	6,000	6,000
20-41-7376	Construction Material Repair	132,703	125,000	47,150	137,500	137,500
20-41-7392	Vehicle & Equipment - Fuel	8,672	10,000	8,525	15,000	15,450
20-41-7393	Vehicle & Equipment Sup & Rep	7,705	4,400	5,213	6,000	6,000
20-41-7404	Water Meter and Registers	73,903	70,000	237,857	70,000	70,000
20-41-7406	General Repairs	429,538	450,000	271,830	450,000	475,000
20-41-7409	Info System - Maintenance	23,316	22,000	17,696	23,000	23,000
20-41-7410	Equipment Maintenance	2,388	3,600	1,675	3,600	3,600
20-41-7411	Software Hosting	26,659	35,845	25,817	40,000	42,000
20-41-7412	Computer Equipment & Supplies	776	3,500	1,278	3,500	3,500
20-41-7413	Miscellaneous Small Tools	4,577	4,000	3,124	4,000	4,000
20-41-7414	Equipment Repair	378	400	653	400	400
20-41-7415	Computer Software	1,314	4,000	570	4,000	4,000
20-41-7422	Minor Equipment/Furniture	0	2,000	0	2,000	2,000
20-41-7423	Office Furniture	3,600	5,000	0	3,000	3,000
20-41-7424	Postage	818	1,000	2,160	1,000	1,000
20-41-7425	Office Supplies	9,619	10,000	8,382	10,000	10,000
20-41-7437	Rent Public Meetings	0	200	0	200	200
20-41-7438	Building Rent	13,200	13,200	13,200	13,200	13,200
20-41-7439	Equipment Rental/Leasing	1,089	3,000	892	3,000	3,000

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
20-41-7440	Facility Maintenance - Landscape	5,840	5,000	4,250	5,000	5,000
20-41-7441	Building Maintenance	9,685	12,000	5,439	12,000	12,000
20-41-7451	Insurance Liability & Property	67,856	94,365	94,865	128,068	160,085
20-41-7466	Permits & Fees	39,645	45,000	45,260	45,000	45,000
20-41-7469	Personal Protective Equipment	1,578	3,000	1,430	3,000	3,000
20-41-7470	Safety Equipment & Supplies	(344)	1,400	114	1,400	1,400
20-41-7481	Utilities/Electrical Cost	508,843	567,069	377,899	575,424	604,196
20-41-7483	Utilities/Waste Cost	16,247	12,000	6,077	12,000	12,000
20-41-7495	Chemicals	5,938	0	30,207	50,000	52,500
20-41-7510	Freight	0	800	0	800	800
20-41-7511	UPS/Courier	0	320	0	320	320
20-41-7526	Miscellaneous Bank Charges	23,170	25,000	20,268	25,000	25,625
20-41-7527	Miscellaneous Services & Suppl	920	1,500	1,152	1,500	1,538
20-41-7532	Miscellaneous	23,077	2,000	(23,077)	2,000	2,000
20-41-7533	Bad Debt	217	5,000	0	5,000	5,000
20-41-7536	Debt Service/Operating Transfer Out	143,608	455,844	144,224	548,940	548,596
20-41-7545	Revenue Collection	1,787	2,400	2,099	2,400	2,460
20-41-7547	Payroll Wire Transfer Fee	251	1,040	212	500	500
20-41-7549	Public Works - Permits	0	20,000	4,531	20,000	20,000
20-41-7550	Property Taxes	643	1,200	157	1,200	1,200
20-41-7587	Developer Deposit Reimbursement	20,377	3,000	36,322	10,000	10,000
	<b>Total</b>	<b>3,594,336</b>	<b>4,223,863</b>	<b>2,960,609</b>	<b>4,400,715</b>	<b>4,575,500</b>

## Capital Improvement Details

Capital Improvements	Actual	Budgeted	Actual YTD	Budgeted	Budgeted
	FY 2020-2021	FY 2021-2022	FY 2021-2022	FY 2022-2023	FY 2023-2024
CIP for Water Supply Capacity (Source, Treatment and Storage)		1,248,000		1,200,000	2,400,000
Upgrades and Maintenance for Existing Water Supply Facilities		755,500		1,448,000	2,513,000
Water Distribution System/Pipeline Replacements		750,000		2,250,000	1,500,000
Additional Capital Improvements - Water Distribution System & Maintenance				250,000	
Master Plans		50,000		50,000	
Relocation of District Office Building		160,000		300,000	500,000
Water/WW Combined Project Total (trucks, repairs, equipment)		224,000		24,000	300,000
<b>Total</b>	<b>\$1,104,775</b>	<b>\$3,187,500</b>	<b>\$83,560</b>	<b>\$5,522,000</b>	<b>\$7,213,000</b>

In fiscal year 2022/2023, the District will begin the Capital Improvement Projects which include:

- the design and site acquisition for Well #8
- begin long-term mainline pipeline replacement program
- Filter repair at Newport & Willow Treatment Plants
- cathodic protection
- relocation of District office building

For a complete listing of capital projects and associated costs please see page 46.

## Budgeted Fund Summary

Water Fund Summary	Year End Fund Balance FY 20/21	Budgeted Revenues FY 21/22	Budgeted Expenses FY 21/22	Budgeted Fund Balance FY 21/22	Estimated Revenues FY 22/23	Estimate Expenses FY 22/23	Estimate Fund Balance FY 22/23	Estimated Revenues FY 23/24	Estimate Expenses FY 23/24	Estimate Fund Balance FY 23/24
Beginning Fund Balance(Carryover)		<b>8,515,084</b>			<b>5,949,025</b>			<b>2,197,338</b>		
O&M Funds	718,246	4,223,863	4,223,863	718,246	4,400,715	4,400,715	718,246	4,575,500	4,575,500	718,246
Bond Financing				0	1,200,000		1,200,000	2,400,000		3,600,000
Capital Improvement Funds	5,009,684	371,441	3,187,500	2,193,625	320,313	5,522,000	(3,008,062)	237,285	7,213,000	(9,983,777)
Revolving Funds	1,262,154	250,000	0	1,512,154	250,000		1,762,154	250,000	0	2,012,154
Reserve Funds	1,525,000	0	0	1,525,000	0	0	1,525,000	0	0	1,525,000
YE Fund Balance	<b>\$8,515,084</b>	<b>\$13,360,388</b>	<b>\$7,411,363</b>	<b>\$5,949,025</b>	<b>\$12,120,053</b>	<b>\$9,922,715</b>	<b>\$2,197,338</b>	<b>\$9,660,123</b>	<b>\$11,788,500</b>	<b>(\$2,128,377)</b>

The water revenue is distributed to the O&M Funds, the Capital Improvements Funds, the Revolving Funds and the Reserve Funds per the annual budget.

O&M Funds are District revenues and expenses needed to operate the Water Services Department. This fund maintains a balance of 20-22% of the O&M expenses for operational cash flow.

Capital Improvement Funds are District revenues and expenses needed for capital improvements of the water distribution systems. These funds are generally budgeted revenues comprised of water volume use and capacity and connection fees.

Revolving Funds are for the future maintenance or improvements of the water infrastructure system, pumps, generator facilities, and vehicles replacements.

Reserve Funds have been established for emergency use for the water utility system. This reserve is 30% of the water operating budget.

In May 2022, the District completed bond financing of \$5 million to pay for the design and construction of Well 8. Well 8 is estimated to be completed in fiscal year 2024/2025.

# Water Utility Rates

WATER	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Monthly (\$/month)	Use (\$/ccf)	Monthly (\$/month)	Use (\$/ccf)	Monthly (\$/month)	Use (\$/ccf)	Monthly (\$/month)	Use (\$/ccf)	Monthly (\$/month)	Use (\$/ccf)
<b>Unmetered Account Charge</b>	\$ 14.67		\$ 14.67		\$ 14.67		\$ 14.67		\$ 14.67	
<b>All Metered</b>	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)
<i>Non-Irrigation Account Charge</i>										
5/8" Meter	\$ 21.46	\$ 257.52	\$ 21.84	\$ 262.08	\$ 22.22	\$ 266.64	\$ 22.62	\$ 271.44	\$ 23.02	\$ 276.24
3/4" Meter	\$ 21.46	\$ 257.52	\$ 21.84	\$ 262.08	\$ 22.22	\$ 266.64	\$ 22.62	\$ 271.44	\$ 23.02	\$ 276.24
1" Meter	\$ 21.46	\$ 257.52	\$ 21.84	\$ 262.08	\$ 22.22	\$ 266.64	\$ 22.62	\$ 271.44	\$ 23.02	\$ 276.24
1 1/2" Meter	\$ 40.08	\$ 480.96	\$ 40.78	\$ 489.36	\$ 41.50	\$ 498.00	\$ 42.24	\$ 506.88	\$ 42.98	\$ 515.76
2" Meter	\$ 62.98	\$ 755.76	\$ 63.96	\$ 767.52	\$ 64.94	\$ 779.28	\$ 65.92	\$ 791.04	\$ 66.94	\$ 803.28
3" Meter	\$ 124.56	\$ 1,494.72	\$ 126.10	\$ 1,513.20	\$ 127.64	\$ 1,531.68	\$ 129.20	\$ 1,550.40	\$ 130.80	\$ 1,569.60
4" Meter	\$ 193.84	\$ 2,326.08	\$ 196.00	\$ 2,352.00	\$ 198.20	\$ 2,378.40	\$ 200.40	\$ 2,404.80	\$ 202.64	\$ 2,431.68
6" Meter	\$ 386.30	\$ 4,635.60	\$ 390.22	\$ 4,682.64	\$ 394.18	\$ 4,730.16	\$ 398.18	\$ 4,778.16	\$ 402.22	\$ 4,826.64
<i>Irrigation Account Charge</i>										
5/8" Meter	\$ 19.24	\$ 230.88	\$ 19.58	\$ 234.96	\$ 19.92	\$ 239.04	\$ 20.26	\$ 243.12	\$ 20.62	\$ 247.44
3/4" Meter	\$ 19.24	\$ 230.88	\$ 19.58	\$ 234.96	\$ 19.92	\$ 239.04	\$ 20.26	\$ 243.12	\$ 20.62	\$ 247.44
1" Meter	\$ 19.24	\$ 230.88	\$ 19.58	\$ 234.96	\$ 19.92	\$ 239.04	\$ 20.26	\$ 243.12	\$ 20.62	\$ 247.44
1 1/2" Meter	\$ 37.12	\$ 445.44	\$ 37.38	\$ 448.56	\$ 37.64	\$ 451.68	\$ 37.90	\$ 454.80	\$ 38.18	\$ 458.16
2" Meter	\$ 58.54	\$ 702.48	\$ 58.72	\$ 704.64	\$ 58.90	\$ 706.80	\$ 59.06	\$ 708.72	\$ 59.24	\$ 710.88
3" Meter	\$ 115.73	\$ 1,388.76	\$ 115.73	\$ 1,388.76	\$ 115.73	\$ 1,388.76	\$ 115.73	\$ 1,388.76	\$ 115.73	\$ 1,388.76
4" Meter	\$ 180.27	\$ 2,163.24	\$ 180.27	\$ 2,163.24	\$ 180.27	\$ 2,163.24	\$ 180.27	\$ 2,163.24	\$ 180.27	\$ 2,163.24
6" Meter	\$ 359.54	\$ 4,314.48	\$ 359.54	\$ 4,314.48	\$ 359.54	\$ 4,314.48	\$ 359.54	\$ 4,314.48	\$ 359.54	\$ 4,314.48
<b>Newly Metered Customers :</b>										
Meter Install Fee (10 yr)	\$8.01		\$8.01		\$8.01		\$8.01		\$8.01	
<b>Metered Usage Charge:</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>
		2.266		2.34		2.405		2.479		2.577

DW= Dwelling Unit  
ccf=100 cubic feet=748 gallons

SEWER	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)
<b>Residential/Unmetered</b>										
Single Family (Each DU)	\$ 83.34	\$ 1,000.08	\$ 84.59	\$ 1,015.08	\$ 85.86	\$ 1,030.32	\$ 87.15	\$ 1,045.80	\$ 88.46	\$ 1,061.52
Multifamily/Condos (Each DU)	\$ 63.89	\$ 766.68	\$ 65.92	\$ 791.04	\$ 68.01	\$ 816.12	\$ 70.17	\$ 842.04	\$ 72.40	\$ 868.80
Vacant	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00
<b>Non-Residential/Metered</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>		<b>Use (\$/ccf)</b>
Business/Government/Clubs		6.05		6.384		6.737		7.109		7.501
Restaurants/Bars/Dining Facilities		17.337		17.899		18.479		19.078		19.696
Schools		5.462		5.781		6.118		6.475		6.853
Other Domestic Strength Users		6.05		6.384		6.737		7.109		7.501

## Wastewater Services Revenue, Operations & Maintenance, and Capital Improvements

The revenue table below identifies the various sources of revenue that can be anticipated during the next fiscal year. The primary source of the Wastewater revenue is derived from Property Tax charges for the collection, conveyance, treatment, and discharge of treated effluent.

### Revenue

Account Code	Revenue	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
21-31-5101	SEC Collections Wastewater	5,991,418	6,037,153	5,949,471	6,134,148	6,228,622
21-31-5177	Reimbursements	0	6,300	0	0	0
21-31-5179	Misc.	2,233	0	0	0	0
21-31-5243	Other (Misc./Developer Fees)	56,793	10,000	8,043	10,000	10,000
21-31-6015	Sewer Charges-Commercial	110,517	157,000	94,566	157,000	157,000
21-31-6030	Connection Fees CIP	400	0	200	10,000	10,000
21-31-6045	Capacity Fee CIP	48,120	65,000	12,030	65,000	65,000
21-31-6046	Permit Fee	0	5,000	0	5,000	5,000
21-31-6047	Inspection Fee	640	5,000	160	5,000	5,000
21-31-6086	CO ZONES VEHICLE REIMBURSABLE	0	0	0	0	0
21-31-6087	CO ZONES PAYROLL REIMBURSABLE	0	0	12,722	0	0
	<b>Total</b>	<b>6,210,120</b>	<b>6,285,453</b>	<b>6,077,193</b>	<b>6,386,148</b>	<b>6,480,622</b>

### Expenditures

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
21-41-7000	Salary & Wages	506,704	677,607	545,755	718,553	754,480
21-41-7001	Overtime	0	2,000	0	2,000	2,000
21-41-7003	ER Taxes	63,362	67,761	66,770	71,855	75,448
21-41-7030	Group Insurance	140,952	180,000	119,028	180,000	185,400
21-41-7045	Workers Comp	7,658	22,080	12,366	28,800	33,120
21-41-7060	457 B/401a Plans	33,490	67,200	33,235	45,000	46,350
21-41-7105	Reimbursement of Insurance	(61,888)	(50,000)	(81,788)	(50,000)	(50,000)
21-41-7150	Temporary Employees	0	5,000	24,753	5,000	5,000
21-41-7165	Board of Directors Compensation	16,138	22,500	14,214	22,500	22,950
21-41-7180	Training Conferences Travel	1,013	30,000	12,890	30,000	30,000



Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
21-41-7210	Dues & Subscriptions	0	2,600	0	2,600	2,600
21-41-7225	Memberships	8,874	12,000	5,055	12,000	12,000
21-41-7255	TODB Sponsored Events	75	6,000	0	10,000	10,000
21-41-7270	Environmental Studies	4,791	0	0	0	0
21-41-7271	Consulting Services	141,934	234,000	75,010	156,300	162,660
21-41-7272	Wastewater Service Contract	1,029,687	1,044,000	873,032	1,079,000	1,111,370
21-41-7280	Veolia Pass-Thru Expenses	217,611	340,000	245,689	240,000	240,000
21-41-7286	Legal - General	51,430	121,900	18,845	100,000	100,000
21-41-7288	Legal - Litigation	323	25,000	0	10,000	10,000
21-41-7301	Annual Audit Services	17,341	36,300	198	22,000	22,660
21-41-7316	Election Expense	7,697	0	0	10,000	0
21-41-7317	Advertising	1,262	3,000	417	3,000	3,000
21-41-7345	Public Communications and Notice	0	3,600	0	3,600	3,600
21-41-7361	Telephone - general	10,480	15,000	7,802	15,000	15,000
21-41-7362	Telecom - networking	10,855	15,000	10,729	15,000	15,000
21-41-7363	Telephone - cellular	3,208	6,000	3,537	6,000	6,000
21-41-7376	Road/Construction Materials	0	3,000	0	3,000	3,000
21-41-7392	Vehicle & Equipment - Fuel	1,760	6,000	3,644	7,500	7,500
21-41-7393	Vehicle & Equipment Sup & Rep	9,779	30,000	2,037	30,000	30,000
21-41-7406	General Repairs	(4,714)	150,000	74,594	75,000	75,000
21-41-7409	Info System - Maintenance	35,732	33,000	31,332	40,000	40,000
21-41-7410	Equipment Maintenance	2,407	5,400	2,647	5,400	5,400
21-41-7411	Software Hosting	9,337	17,400	9,337	17,400	17,400
21-41-7412	Computer Equipment & Supplies	639	6,000	1,071	6,000	6,000
21-41-7413	Miscellaneous Small Tools	482	3,000	449	3,000	3,000
21-41-7414	Equipment Repair	0	600	976	600	600
21-41-7415	Computer Software	1,368	1,500	760	1,500	1,500
21-41-7424	Postage	1,141	1,500	3,013	1,500	1,500
21-41-7425	Office Supplies	7,279	10,000	5,600	10,000	10,000
21-41-7438	Building Rent	19,800	19,800	19,800	19,800	19,800
21-41-7439	Equipment Rental/Leasing	805	4,000	821	4,000	4,000
21-41-7440	Facility Maintenance - Landscape	275	2,400	6,788	2,400	2,400
21-41-7441	Building Maintenance	6,786	12,000	8,445	12,000	12,000
21-41-7451	Insurance Liability & Property	101,647	141,547	141,547	184,012	230,014
21-41-7466	Permits & Fees	49,524	55,000	41,164	55,000	55,000
21-41-7468	NPDES Permits & Fines	6,000	70,000	0	70,000	70,000
21-41-7469	Personal Protective Equipment	0	1,000	1,518	1,000	1,000
21-41-7470	Safety Equipment & Supplies	(339)	3,000	(44)	3,000	3,000

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
21-41-7481	Utilities/Electrical Cost	500,572	557,007	406,761	550,424	577,946
21-41-7483	Utilities/Waste Cost	4,986	2,000	8,888	2,000	2,000
21-41-7495	Chemicals-Veolia	17,743	0	0	12,000	12,000
21-41-7510	Freight	0	1,000	0	1,000	1,000
21-41-7526	Miscellaneous Bank Charges	88	1,000	996	1,000	1,000
21-41-7527	Miscellaneous Services & Suppl	1,454	4,500	1,669	4,500	4,500
21-41-7533	Bad Debt	719	5,000	0	1,000	1,000
21-41-7534	Special Expense	3,055	2,000	3,932	2,000	2,000
21-41-7536	Debt Service/Operating Transfer Out	1,206,089	1,342,687	849,539	1,848,491	1,843,647
21-41-7545	Revenue Collection	3,627	7,000	3,399	7,000	7,000
21-41-7547	Payroll Wire Transfer Fee	376	1,500	319	1,500	1,500
21-41-7549	Public Works - Permits	0	3,500	0	3,500	3,500
21-41-7550	Property Taxes	11,501	18,000	11,758	2,000	2,000
21-41-7587	Developer Deposit Reimbursement	3,960	10,000	0	10,000	10,000
	<b>Total</b>	<b>3,649,079</b>	<b>5,419,889</b>	<b>3,631,414</b>	<b>5,736,735</b>	<b>5,885,846</b>

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## Capital Improvements

Capital Improvements	Actual	Budgeted	Actual YTD	Budgeted	Budgeted
	FY 2020-2021	FY 2021-2022	FY 2021-2022	FY 2022-2023	FY 2023-2024
Annual Wastewater Lift Station Improvements		200,000		550,000	500,000
Additional Capital Improvements - Wastewater System & Maintenance		80,000			
Denitrification Project		10,000,000		5,924,300	2,500,000
Wastewater Equipment and vehicle replacements (Vac Truck/V Truck Pumpstations/Solar Dryer Panels)		930,000		847,000	817,000
Wastewater Infrastructure Repair (Outfall Diffuser)		800,000		649,000	-
Master Plans		100,000		100,000	100,000
Relocation of District Office Building		240,000		450,000	750,000
Water/WW Combined Project Total (trucks, repairs, equipment)		576,000		36,000	37,000
<b>Total</b>	<b>\$979,616</b>	<b>\$12,686,000</b>	<b>\$6,272,691</b>	<b>\$8,556,300</b>	<b>\$5,045,000</b>

In fiscal year 2022/2023, the District will begin the Capital Improvement Projects which include multiple wastewater treatment plant modifications such as:

- Denitrification
- Lift Station upgrades
- New Vac Truck (ordered waiting on delivery)
- Solar dryer panel replacements at Plant 2
- Outfall Diffuser Repair
- relocation of District office building

For a complete listing of capital projects and associated costs please see page 46.

## Budgeted Fund Summary

Wastewater Fund Summary	Year End Fund Balance FY 20/21	Budgeted Revenues FY 21/22	Budgeted Expenses FY 21/22	Budgeted Fund Balance FY 21/22	Estimated Revenues FY 22/23	Estimate Expenses FY 22/23	Estimate Fund Balance FY 22/23	Estimated Revenues FY 23/24	Estimate Expenses FY 23/24	Estimate Fund Balance FY 23/24
Beginning Fund Balance(Carryover)		<b>16,227,107</b>			<b>4,416,671</b>			<b>9,509,784</b>		
O&M Funds	3,630,796	4,759,280	5,419,889	2,970,187	5,736,735	5,736,735	2,970,187	5,885,846	5,885,846	2,970,187
Bond Financing				0	13,000,000		13,000,000			13,000,000
Capital Improvement Funds	8,133,285	1,261,173	12,686,000	(3,291,542)	374,413	8,556,300	(11,473,429)	319,776	5,045,000	(16,198,653)
Revolving Funds	2,632,426	275,000	0	2,907,426	275,000		3,182,426	275,000	0	3,457,426
Reserve Funds	1,830,600	0	0	1,830,600	0	0	1,830,600	0	0	1,830,600
YE Fund Balance	<b>\$16,227,107</b>	<b>\$22,522,560</b>	<b>\$18,105,889</b>	<b>\$4,416,671</b>	<b>\$23,802,819</b>	<b>\$14,293,035</b>	<b>\$9,509,784</b>	<b>\$15,990,406</b>	<b>\$10,930,846</b>	<b>\$5,059,560</b>

The wastewater revenue is distributed to the O&M Funds, the Capital Improvements Funds, the Revolving Funds and the Reserve Funds per the annual budget.

O&M Funds are District revenues and expenses needed to operate the Wastewater Services Department. This fund maintains a balance of 20-22% of the O&M expenses for operational cash flow.

Capital Improvement Funds are District revenues and expenses needed for capital improvements of the water distribution systems. These funds are generally budgeted revenues comprised of rate payers and capacity and connection fees.

Revolving Funds are for the future maintenance or improvements of the wastewater infrastructure system, pumps, generators facilities, and vehicles replacements.

Reserve Funds have been established for emergency use for the wastewater system. This reserve is 30% of the water operating budget.

In May 2022, the district completed \$13 million of bond financing, and will spend \$ 7 million of District reserves to fund the \$20 million Denitrification project.

In fiscal year 19/20, the District completed a rate study to properly plan for the costs of these future projects.

## Wastewater Utility Rates

TABLE 2: ADOPTED WASTEWATER RATES										
SEWER	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)	Monthly (\$/month)	Yearly (\$/DU)
<b>Residential/Unmetered</b>										
Single Family (Each DU)	\$ 83.34	\$ 1,000.08	\$ 84.59	\$ 1,015.08	\$ 85.86	\$ 1,030.32	\$ 87.15	\$ 1,045.80	\$ 88.46	\$ 1,061.52
Multifamily/Condos (Each DU)	\$ 63.89	\$ 766.68	\$ 65.92	\$ 791.04	\$ 68.01	\$ 816.12	\$ 70.17	\$ 842.04	\$ 72.40	\$ 868.80
Vacant	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00	\$ 18.67	\$ 224.00
<b>Non-Residential/Metered</b>										
	Use (\$/ccf)		Use (\$/ccf)		Use (\$/ccf)		Use (\$/ccf)		Use (\$/ccf)	
Business/Government/Clubs	6.05		6.384		6.737		7.109		7.501	
Restaurants/Bars/Dining Facilities	17.337		17.899		18.479		19.078		19.696	
Schools	5.462		5.781		6.118		6.475		6.853	
Other Domestic Strength Users	6.05		6.384		6.737		71.09		7.501	

DW= Dwelling Unit

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## Lighting & Landscaping, Community Center Zone #8 Services Revenue, Operations & Maintenance, and Capital Improvements

The Lighting and Landscaping Zone #8 (Zone 8) receives its revenues from property taxes (appropriations limit set by the California Department of Finance); and from cost recovery fees and charges derived from the recreational classes, facility rentals, donations, and community center events.

### Revenue

Account Code	Revenue	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2020-2021 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
40-31-5106	Current Secured Property Tax	727,328	690,840	719,766	704,657	718,750
40-31-5148	Advertising Revenue	2,850	500	700	500	510
40-31-5149	Community Center Program Fees	1,825	30,000	17,824	40,000	40,800
40-31-5150	Community Center Events	0	1,500	0	1,000	1,020
40-31-5195	Interest Income	26,849	0	0	0	0
40-31-5226	CCC Vehicle Reimbursement	74,393	75,000	54,423	75,000	76,500
40-31-5243	Other	0	6,000	0	6,000	6,000
40-31-6000	Recreation Revenue	0	2,500	(1,065)	0	0
40-31-6050	Gifts & Contributions	42,145	4,000	10,000	4,000	4,080
40-31-6695	Rentals	34,257	38,000	38,427	39,000	39,780
40-31-6999	Community Center Pool Fee	0	6,000	0	7,500	7,650
	<b>Total</b>	<b>909,647</b>	<b>854,540</b>	<b>840,075</b>	<b>877,657</b>	<b>895,090</b>

### Expenditures

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
40-41-7000	Salary & Wages	146,905	130,000	120,965	170,000	178,500
40-41-7001	Overtime	0	0	0	1,000	1,020
40-41-7003	ER Taxes	0	13,009	0	0	0
40-41-7105	Reimbursement of Insurance	33,090	13,009	0	0	0
40-41-7150	Temporary Employees	7,588	0	2,588	0	0
40-41-7180	Training Conferences Travel	912	2,000	533	2,000	2,040
40-41-7225	Memberships	208	600	175	600	612
40-41-7286	Legal - General	918	1,000	643	1,000	1,020
40-41-7301	Annual Audit Services	2,200	2,200	0	2,200	2,244

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
40-41-7317	Advertising	814	50	0	50	51
40-41-7361	Telephone - general	0	600	0	600	612
40-41-7362	Telecom - networking	924	0	0	0	0
40-41-7363	Telephone - cellular	1,507	2,000	1,031	2,000	2,040
40-41-7376	Road/Construction Materials	0	500	0	500	510
40-41-7392	Vehicle & Equipment - Fuel	9,189	10,000	6,353	10,000	10,200
40-41-7393	Vehicle & Equipment Sup & Rep	3,213	3,500	6,831	3,500	3,570
40-41-7409	Info System - Maintenance	0	800	0	800	816
40-41-7410	Equipment Maintenance & Repair	6,219	4,000	1,374	4,000	4,080
40-41-7412	Computer Equipment & Supplies	0	150	690	150	153
40-41-7413	Miscellaneous Small Tools	2,057	2,000	1,732	2,000	2,040
40-41-7414	Equipment Repair	940	0	814	0	0
40-41-7421	Cleaning Supplies	59	500	0	500	510
40-41-7424	Postage	0	150	0	150	153
40-41-7425	Office Supplies	964	1,000	782	1,000	1,020
40-41-7439	Equipment Rental/Leasing	1,360	2,460	790	2,460	2,509
40-41-7440	Facility Maintenance - Landscape	115,358	45,000	52,910	45,000	47,250
40-41-7441	Building Maintenance	1,266	6,500	9,088	6,500	6,630
40-41-7451	Insurance Liability & Property	(1,191)	5,000	8,000	5,000	5,100
40-41-7466	Permits & Fees	50	100	50	100	102
40-41-7469	Personal Protective Equipment	2,151	3,000	1,936	3,000	3,060
40-41-7481	Utilities/Electrical Cost	82,073	92,000	65,827	93,840	95,717
40-41-7482	Utilities/Water Cost	52,869	50,000	40,511	51,000	52,020
40-41-7483	Utilities/Waste Cost	6,926	5,000	2,755	5,000	5,100
40-41-7527	Miscellaneous Services & Suppl	362	500	481	500	510
40-41-7544	Reimbursement for County Admin	0	500	0	500	510
40-41-7545	Revenue Collection	5,515	5,500	5,357	5,700	5,814
40-41-7549	Public Works - Permits	0	500	0	500	500
40-41-7550	Property Taxes	911	2,000	911	2,000	2,040
40-41-7551	CCC DB Sign Replacement	244	2,000	307	2,000	2,040
40-41-8000	Salary & Wages	118,490	137,792	107,027	170,000	178,500
40-41-8001	Overtime	0	0	0	1,000	1,020
40-41-8002	Parttime Time & Seasonal Staff	0	93,137	0	107,882	110,040
40-41-8003	ER Taxes	0	23,093	0	0	0
40-41-8075	Reimbursement of Wages	0	13,779	0	0	0
40-41-8150	Temporary Employees	418	0	13,014	0	0
40-41-8180	Training Conferences Travel	354	1,000	1,385	1,500	1,530
40-41-8225	Memberships	1,057	1,000	1,119	1,020	1,040

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
40-41-8255	Donation Expenditures	0	29,000	3,035	41,000	41,820
40-41-8256	Events	0	1,500	4,486	6,530	6,661
40-41-8286	Legal - General	1,697	3,500	280	3,500	3,570
40-41-8301	Annual Audit Services	1,000	1,000	0	1,000	1,020
40-41-8317	Advertising	12,762	5,250	5,117	5,355	5,462
40-41-8361	Telephone - general	2,386	3,560	2,322	3,560	3,631
40-41-8362	Telecom - networking	2,963	3,000	2,212	3,000	3,060
40-41-8363	Telephone - cellular	646	720	864	720	734
40-41-8406	General Repairs	0	2,000	500	2,040	2,081
40-41-8408	Special Equipment	0	0	0	0	0
40-41-8409	Info System - Maintenance	0	2,000	0	2,000	2,040
40-41-8410	Equipment Maintenance	140	800	0	800	816
40-41-8411	Software Hosting	4,573	5,000	3,717	5,000	5,100
40-41-8412	Computer Equipment & Supplies	0	500	97	500	510
40-41-8413	Miscellaneous Small Tools	0	500	490	500	510
40-41-8415	Computer Software	904	1,000	413	500	510
40-41-8424	Postage	2,136	250	0	250	255
40-41-8425	Office Supplies	3,688	4,000	2,214	4,080	4,162
40-41-8440	Facility Maintenance - Landscape	5,660	12,000	24,936	15,000	15,300
40-41-8441	Building Maintenance	5,958	8,000	11,783	15,000	15,300
40-41-8442	Pool Maintenance	816	3,000	5,764	3,060	3,121
40-41-8451	Insurance Liability & Property	3,000	6,000	0	6,000	6,120
40-41-8466	Permits & Fees	4,387	2,000	1,192	2,000	2,040
40-41-8469	Personal Protective Equipment	0	600	1,056	1,000	1,020
40-41-8470	Safety Equipment & Supplies	138	1,000	1,737	1,020	1,040
40-41-8481	Utilities/Electrical Cost	4,799	28,000	11,585	26,000	26,520
40-41-8482	Utilities/Water Cost	11,631	14,000	7,694	14,000	14,280
40-41-8483	Utilities/Waste Cost	3,849	6,000	5,155	6,000	6,120
40-41-8495	Chemicals	0	10,000	2,890	10,000	10,200
40-41-8526	Miscellaneous Bank Charges	1,569	3,500	1,718	3,500	3,570
40-41-8527	Miscellaneous Services & Suppl	374	500	2,051	510	520
40-41-8543	Program Fees	2,897	22,500	11,909	30,000	30,600
40-41-8550	Property Taxes	470	500	470	500	510
	<b>Total</b>	<b>\$672,308</b>	<b>\$859,309</b>	<b>\$572,283</b>	<b>\$926,077</b>	<b>\$956,138</b>



## Capital Improvements

Account Code	Capital Improvements	Actual FY 2020-2021	Budgeted FY 2021-2022	Actual YTD FY 2021-2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
	Landscaping/Streetscapes			-	510,000	-
	Parks	269,897	151,000	354,480		50,000
	Building/Equipment					
	<b>Total</b>	<b>\$269,897</b>	<b>\$151,000</b>	<b>\$354,480</b>	<b>\$510,000</b>	<b>\$50,000</b>

Zone #8 maintains the front entrance into Discovery Bay, the streetscapes, Cornell Park, and manages the Community Center park grounds. In fiscal year 22/23 plans are underway to complete:

- Clipper Drive enhancements
- Willow Lake Island Enhancements
- Complete Cornell Park upgrades funded by Prop 68 'Per Capita' Grant

For a complete listing of capital projects and associated costs please see page 46.

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## Budgeted Fund Summary

<b>Zone 8 Fund Summary</b>	Year End Fund Balance FY 20/21	Budgeted Revenues FY 21/22	Budgeted Expenses FY 21/22	Budgeted Fund Balance FY 21/22	Estimated Revenues FY 22/23	Estimate Expenses FY 22/23	Estimate Fund Balance FY 22/23	Estimated Revenues FY 23/24	Estimate Expenses FY 23/24	Estimate Fund Balance FY 23/24
Beginning Fund Balance(Carryover)		<b>2,243,772</b>			<b>2,111,283</b>			<b>1,552,863</b>		
O&M Funds	-	819,355	800,844	18,511	877,657	926,077	(29,909)	895,090	956,138	(90,957)
Hofmann Funds	1,372,422			1,372,422		370,000	1,002,422			1,002,422
Capital Improvement Funds	331,350	(35,000)	151,000	145,350	(35,000)	140,000	(29,650)	(35,000)	50,000	(114,650)
Revolving Funds	140,000	35,000	-	175,000	35,000		210,000	35,000	-	245,000
Reserve Funds	400,000	-	-	400,000	-	-	400,000	-	-	400,000
<b>YE Fund Balance</b>	<b>2,243,772</b>	<b>3,063,127</b>	<b>951,844</b>	<b>2,111,283</b>	<b>2,988,940</b>	<b>1,436,077</b>	<b>1,552,863</b>	<b>2,447,953</b>	<b>1,006,138</b>	<b>1,441,815</b>

The Zone 8 revenue is distributed to the O&M Funds, the Capital Improvements Funds, the Revolving Funds and the Reserve Funds per the annual budget.

O&M Funds are District revenues and expenses needed to operate the Lighting & Landscaping Zone 8 Services Department. This fund maintains a balance of 20-22% of the O&M expenses for operational cash flow.

Hofmann Funds represent the balance of the fund remaining from the Hofmann Land Development Company.

Capital Improvement Funds are Zone 8 revenues and expenses needed for capital improvements of the landscaping and parks including the Community Center. These funds are generally budgeted revenues comprised of property taxes; and from cost recovery fees and charges derived from the recreational classes, facility rentals, donations, and community center events.

Revolving Funds are for the future maintenance or improvements of the landscaping, parks, and vehicles replacements.

Reserve Funds have been established for emergency use for the Lighting and Landscape Zone 8 Department. This reserve is 50% of the Zone 8 operating budget.

## Lighting & Landscaping Zone #8 Appropriations

The Discovery Bay Lighting and Landscape Zone #8 (Zone 8) receives annual funding through a portion of property taxes collected within its boundaries. Each year, the Town of Discovery Bay Community Services District (District) is responsible for identifying its appropriation limit in accordance Article XIII B of the California Constitution, known as the Proposition 4 or the GANN limit.

Staff collects the necessary information from the California Department of Finance and calculates the Appropriations Limit for Zone 8 for board approval every July. The calculation is based on the previous year's appropriation limit and factors in the change of California's per capita personal income and local population percentage change.

<https://dof.ca.gov/wp-content/uploads/Forecasting/Demographics/Documents/PriceandPopulation2022.pdf>

Below is a snapshot of the history of previous Appropriations calculations by fiscal year.

	Historical Limit (With Permitted Increases)	Per Capita Personal Income Change	Per Capita Ratio*	Population Change	Population Ratio*	Fiscal Year Factor
Year 04/05	\$ 352,279.00					
Year 05/06	\$ 379,708.29	5.26	1.0526	2.4	1.024	1.0778624
Year 06/07	\$ 402,876.48	3.96	1.0396	2.06	1.0206	1.06101576
Year 07/08	\$ 431,200.71	4.42	1.0442	2.5	1.025	1.070305
Year 08/09	\$ 461,481.34	4.29	1.0429	2.62	1.0262	1.07022398
Year 09/10	\$ 469,171.69	0.62	1.0062	1.04	1.0104	1.01666448
Year 10/11	\$ 458,900.84	-2.54	0.9746	0.36	1.0036	0.97810856
Year 11/12	\$ 474,747.11	2.51	1.0251	0.92	1.0092	1.03453092
Year 12/13	\$ 497,620.79	3.77	1.0377	1.01	1.0101	1.04818077
Year 13/14	\$ 525,557.54	5.12	1.0512	0.47	1.0047	1.05614064
Year 14/15	\$ 530,903.12	-0.23	0.9977	1.25	1.0125	1.01017125
Year 15/16	\$ 556,915.93	3.82	1.0382	1.04	1.0104	1.04899728
Year 16/17	\$ 592,397.12	5.37	1.0537	0.95	1.0095	1.06371015
Year 17/18	\$ 619,784.89	3.69	1.0369	0.9	1.009	1.0462321
Year 18/19	\$ 644,137.32	3.67	1.0367	0.25	1.0025	1.03929175
Year 19/20	\$ 672,615.76	3.85	1.0385	0.55	1.0055	1.04421175
Year 20/21	\$ 698,122.95	3.73	1.0373	0.06	1.0006	1.03792238
Year 21/22	\$ 740,708.83	5.73	1.0573	0.35	1.0035	1.06100055
Year 22/23	\$ 792,250.87	7.55	1.0755	-0.55	0.9945	1.06958475

\* Based on factors provided in the annual Price and Population Information letter from the California Department of Finance. Dated May 2022

## Lighting & Landscaping Zone #9 Services Revenue, Operations & Maintenance, and Capital Improvements

The Lighting and Landscaping Zone #9 (Zone 9) receives its revenues from an Assessment. Annually an engineering report is completed by Herwit Engineering. The District uses this engineering report to calculate the operating revenue needed to maintain and operate the Lighting and Landscaping Zone 9.

### Revenue

Account Code	Revenue	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
41-31-5120	Assessment Income	145,113	150,634	148,408	153,647	156,720
41-31-5226	CCC Vehicle Reimbursement	18,598	13,000	(3,099)	13,000	13,000
	<b>Total Revenue</b>	<b>\$163,711</b>	<b>\$163,634</b>	<b>\$145,309</b>	<b>\$166,647</b>	<b>\$169,720</b>

### Expenditures

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
41-41-7000	Salary & Wages	21,192	50,000	24,313	46,799	49,139
41-41-7001	Overtime	0	0	0	500	500
41-41-7105	Reimbursement of Insurance	18,029	4,678	0	0	0
41-41-7150	Temporary Employees	3,230	0	811	0	0
41-41-7180	Training Conferences Travel	12	1,000	0	1,000	1,000
41-41-7210	Dues & Subscriptions	0	50	0	50	50
41-41-7225	Memberships	0	400	0	400	400
41-41-7271	Consulting Services	0	2,000	0	2,000	2,500
41-41-7286	Legal - General	0	1,000	753	1,000	1,000
41-41-7301	Annual Audit Services	2,000	2,000	0	2,000	2,000
41-41-7317	Advertising	418	100	0	100	100
41-41-7361	Telephone - general	258	500	191	500	500
41-41-7362	Telecom - networking	0	700	0	700	700
41-41-7363	Telephone - cellular	1,484	1,200	1,166	1,200	1,200
41-41-7376	Road/Construction Materials	0	200	0	200	200
41-41-7392	Vehicle & Equipment - Fuel	3,865	5,000	5,347	6,000	6,600
41-41-7393	Vehicle & Equipment Sup & Rep	1,510	2,000	5,733	2,000	2,000
41-41-7406	General Repairs	0	100	0	100	100
41-41-7409	Info System - Maintenance	0	1,000	0	1,000	1,000
41-41-7410	Equipment Maintenance & Repair	2,259	1,500	878	1,500	1,500

Account Code	Expenditures	Actuals FY 2020-2021	Budgeted FY 2021-2022	Actuals to Date FY 2021-2022 thru 4/30/2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
41-41-7412	Computer Equipment & Supplies	0	750	0	750	750
41-41-7413	Miscellaneous Small Tools	2,002	2,500	2,458	2,500	2,500
41-41-7414	Equipment Repair	1,179	1,250	0	1,250	1,250
41-41-7421	Cleaning Supplies	75	500	0	500	500
41-41-7422	Minor Equipment/Furniture	0	500	0	500	500
41-41-7424	Postage	0	50	0	50	50
41-41-7425	Office Supplies	344	500	125	500	500
41-41-7438	Building Rent	6,500	0	0	0	0
41-41-7439	Equipment Rental/Leasing	626	1,000	198	1,000	1,000
41-41-7440	Facility Maintenance - Landscap	24,791	21,000	16,239	21,000	22,050
41-41-7441	Building Maintenance	0	1,000	0	1,000	1,000
41-41-7451	Insurance Liability & Property	129	3,000	6,000	3,000	3,100
41-41-7466	Permits & Fees	3,297	500	0	500	500
41-41-7469	Personal Protective Equipment	1,970	3,000	2,061	3,000	3,000
41-41-7481	Utilities/Electrical Cost	1,077	1,350	1,090	1,600	1,680
41-41-7482	Utilities/Water Cost	19,710	25,500	15,726	25,500	26,000
41-41-7483	Utilities/Waste Cost	0	3,000	0	3,000	3,000
41-41-7527	Miscellaneous Services & Suppl	201	1,000	174	1,000	1,000
41-41-7536	Operating Transfer Out	3,885	0	0	0	0
41-41-7537	Operating Transfer In	(12,017)	0	0	0	0
41-41-7545	Revenue Collection	423	600	423	600	600
	<b>Total</b>	<b>\$109,667</b>	<b>\$145,106</b>	<b>\$83,637</b>	<b>\$134,299</b>	<b>\$139,469</b>

### Capital Improvements

Account Code	Capital Improvements	Actual FY 2020-2021	Budgeted FY 2021-2022	Actual YTD FY 2021-2022	Budgeted FY 2022-2023	Budgeted FY 2023-2024
	Landscaping/Streetscapes	0	0	0	25,000	50,000
	Parks	162,931	25,000	0	0	0
	Building/Equipment	0	0	0	0	0
	<b>Total</b>	<b>\$162,931</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$50,000</b>

Lighting and Landscaping Zone 9 is the Ravenswood area of Discovery Bay. The capital improvement plan for FY22/23 consists of a streetscape enhancement on Wilde Drive.

### Budgeted Fund Summary

<b>Zone 9 Fund Summary</b>	<b>Year End Fund Balance FY 20/21</b>	<b>Budgeted Revenues FY 21/22</b>	<b>Budgeted Expenses FY 21/22</b>	<b>Budgeted Fund Balance FY 21/22</b>	<b>Estimated Revenues FY 22/23</b>	<b>Estimate Expenses FY 22/23</b>	<b>Estimate Fund Balance FY 22/23</b>	<b>Estimated Revenues FY 23/24</b>	<b>Estimate Expenses FY 23/24</b>	<b>Estimate Fund Balance FY 23/24</b>
Beginning Fund Balance(Carryover)		<b>242,360</b>			<b>260,888</b>			<b>268,236</b>		
O&M Funds	40,939	145,106	145,106	40,939	134,299	134,299	40,939	139,469	139,469	40,939
Capital Improvement Funds	61,421	(1,472)		59,949	12,348	25,000	47,297	10,251	50,000	7,548
Revolving Funds	65,000	20,000	-	85,000	20,000		105,000	20,000	-	125,000
Reserve Funds	75,000	-	-	75,000	-	-	75,000	-	-	75,000
<b>YE Fund Balance</b>	<b>242,360</b>	<b>405,994</b>	<b>145,106</b>	<b>260,888</b>	<b>427,535</b>	<b>159,299</b>	<b>268,236</b>	<b>437,956</b>	<b>189,469</b>	<b>248,487</b>

The Zone 9 revenue is distributed to the O&M Funds, the Capital Improvements Funds, the Revolving Funds and the Reserve Funds per the annual budget.

O&M Funds are District revenues and expenses needed to operate the Lighting & Landscaping Zone 9 Services Department. This fund maintains a balance of 20-22% of the O&M expenses for operational cash flow.

Capital Improvement Funds are Zone 9 revenues and expenses needed for capital improvements of the landscaping and parks. These funds are generally budgeted revenues comprised of the Engineering Report Assessment.

Revolving Funds are for the future maintenance or improvements of the landscaping, parks, and vehicles replacements.

Reserve Funds have been established for emergency use for the Zone 9 Lighting & Landscape Department. This reserve is 50% of the Zone 9 operating budget.

## Lighting & Landscaping Zone #9 Engineer's Report

As part of the annual assessment process for the Ravenswood Improvement District (Zone 9), the Town of Discovery Bay Board of Directors adopt a Resolution annually, which directs HERWIT Engineering to prepare the assessment report. HERWIT provides the Draft of the Final Assessment Engineer's Report to District Staff. In that report, HERWIT determines assessed costs per parcel based on the operating budget.

HERWIT Engineering lists all factors leading to any increased assessment as well as the funds needed to maintain the reserve amount and cover the increased cost of operations.

The Annual Assessment can be viewed on the Districts website at <http://www.todb.ca.gov/>.

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## Capital Projects

The Capital Improvement Projects for Fiscal Year 2022/2023 are valued at \$14.6 million. The budgeted projects include funding necessary to properly service, maintain and support the essential functions of District operations; continued rehabilitation of the wastewater lift stations as well as Water and Wastewater pipeline maintenance and replacements, Lighting & Landscaping Projects, and equipment purchases.

### Wastewater Capital Improvements and Structures & Replacements

For FY 2022/2023 the Wastewater CIP and Structures & Replacements include the state-mandated Denitrification Project, design was completed FY20/21, currently the FY22/23 CIP for this project is estimated at \$5.9M, the total project cost is budgeted at \$20M. The new Vac Truck was ordered and is set to be delivered in FY 22/23 and the Outfall Diffuser design is near completion with the bidding process to begin in the near future. CIP items such as lift station improvements and solar dryer panel replacements and a Recycle Water Master Plan are budgeted as well.

### Water Capital Improvements and Structures & Replacements

For FY 2022/2023 the Water CIP is \$5.3M, the budget includes Structures & Replacements such as the continued design of Well 8 for \$1.2M, Mainline Pipe Replacement Program for \$2.3M and the repair of the Marina Underwater Crossing of \$.5M. Ongoing CIP projects to complete upgrades & maintenance of the existing Water Supply Facilities, Water Distribution System Upgrades and Replacements, as well as Infrastructure Replacements as required.

### Building and Improvements Capital

In fiscal year 2022/2023, the District plans to improve upon its physical security systems at our Water & Wastewater plant facilities along with an upgrade to its Cyber Security and Information Technology platforms. The District formed an ad hoc committee to begin the process of relocating its offices away from Treatment Plant on Willow Lake Road. The committee is actively meeting and will report back to the Board of Directors.

### Revolving funds for Infrastructure Replacements and Maintenance

In fiscal year 2022/2023, the District plans to add additional funds into the infrastructure replacement funds. \$275,000 for wastewater, \$250,000 for water.

### Lighting & Landscaping Zone #8, Community Center & Zone #9 Capital

In FY 2022/2022 the TODB CSD is using the Prop 68 "Per Capita" Grant to upgrade facilities at Cornell Park. Planning has begun on \$470,000 worth of Clipper Drive enhancements; this project will be funded by \$100,000 from Zone 8 capital reserves and \$370,000 from the Hofmann Funds. Zone #9 budget includes a streetscape refresh of Wilde Drive in FY 2022/2023.



## Capital Project Listing

Project #	Project Name	FY 22/23 Year (1)	FY 23/24 Year (2)	FY 24/25 Year (3)	FY 25/26 Year (4)	FY 26/27 Year (5)
<b>Water</b>						
	<b>CIP for Water Supply Capacity (Source, Treatment and Storage)</b>					
<b>6001</b>	Well 8 - Site Acquisition, CEQA, Exploratory, Production Well, Pipeline, Design & Construction for 1,800 gpm well (STAND ALONE WELL PROJECT) Entire Project, including engineering, studies, monitoring well	1,200,000	2,400,000	1,000,000		
	Well 9 - Site Acquisition, CEQA, Exploratory, Production Well, Pipeline, Design & Construction					3,275,000
	<b>Upgrades and Maintenance for Existing Water Supply Facilities</b>					
<b>6003</b>	Well Rehabilitations every 3-4 years			1,040,000		
<b>6005</b>	Well 2 Electrical Panel Upgrade	175,000				
<b>6007</b>	Filter Repair (Newport & Willow)	660,000	773,000			
<b>6008</b>	Stabilization Soils		540,000			
<b>6009</b>	Well 4A Upgrade	30,000				
<b>6017</b>	Upgrade Hypo Tanks	83,000				
<b>6021</b>	Marina Underwater Crossing	500,000				
<b>6023</b>	Abandon and Destroy Well 5A and Site Decommissioning			80,000		
<b>6025</b>	Well 6 Rehabilitation		300,000			
<b>6026</b>	Chloramine Disinfection Conversion		900,000			
	<b>Water - Replacements</b>					
<b>6010</b>	Mainline CIP Program Long-Term (budget to replace/upgrade 46 Miles total for DB)	2,250,000	1,500,000	2,000,000	1,000,000	1,000,000
<b>6011</b>	Cathodic Protection	250,000				
	<b>Master Plans</b>					
<b>6020</b>	America's Water Infrastructure Act (AWIA) Emergency Response & Emergency Preparedness Plans	50,000				

Capital Project Listing (Continued)

Project #	Project Name	FY 22/23 Year (1)	FY 23/24 Year (2)	FY 24/25 Year (3)	FY 25/26 Year (4)	FY 26/27 Year (5)
<b>Wastewater</b>						
7001	Annual Wastewater Lift Station Improvements	550,000	500,000			
7018	Denitrification Project	5,924,300	2,500,000		-	-
7019	Mainline Piping Replacement - 235 ft of pipe replacement Lakeview Business Plaza from Cherry Hills		250,000			
7006	RAS & WAS Pumping System		157,000			
7014	Emergency Storage Drain-Pump Sta. W	75,000				
7015	Solids Handling Improvements			180,000		
7016	WAS Pumps and Check Valves Replacement			107,000		
7017	Collection System Pump Stations		180,000			
7023	O&M Manual Update		100,000			
7021	Recycle Water Master Plan	100,000				
7022	Lagoon Vac Truck Pump Station	92,000				
7024	Vac Truck (Ordered 2022)	600,000				
7025	Solar Dryer Panel Replacement Program		230,000			260,000
7026	Mole Replacement Program	80,000		80,000		88,000
7012	Outfall Diffuser Repair	649,000				
<b>Combined W-WW Projects</b>						
<b>Relocate District Office</b>						
8002	Relocate District Office Building	750,000	1,250,000	1,000,000		
8003	Vehicle & Equipment Purchases - Truck	60,000				
8004	District Security Phase 3		428,000			428,000
	Cyber Security/Information Technology - system and hardware upgrades		250,000			
<b>Zone 8</b>						
<b>Landscaping</b>						
4001	Medians landscape replacement-Willow Lake Road	40,000				
	Tennis Courts & Pickleball Resurfacing – Cornell		50,000			
	Clipper Drive Enhancements	470,000				
<b>Zone 9</b>						
<b>5002 Landscaping</b>						
	Wilde enhancements	25,000				
	Poe Drive enhancement		50,000			
	<b>Total Capital Budget</b>	<b>14,613,300</b>	<b>12,358,000</b>	<b>5,487,000</b>	<b>1,000,000</b>	<b>5,051,000</b>

## Public Financing Authority

A Public Financing Authority or (PFA) is a tax-exempt bond issuing authority that was created by local governments, for local governments, with the goal of increasing and streamlining economic development projects. PFA was established to simplify the issuance of conduit bonds.

The Town of Discovery Bay, prior to issuing Revenue Bonds that will be necessary to finance large capital projects, must first become a member of a financing authority. While there are a number of financing authorities throughout the state which the District could join and become a member, it is also not uncommon for two agencies to form their own Joint Powers Authority (JPA) to facilitate the establishment of a financing authority.

In 2012 District staff met with the staff of the Byron Bethany Irrigation District (BBID) and both parties along with their Board of Directors decided that the two agencies create a JPA to establish a financing authority. As a result, two separate JPA's were formed – one for the benefit of Discovery Bay and one for the benefit of the BBID. This provides both agencies the ability to utilize the JPA as a financing authority as they deem appropriate. Each JPA is solely responsible for their Authority.

The JPA's mutually benefit both the Town as well as the BBID in that either district could utilize the financing powers of their respective JPA to issue Municipal Bonds as future needs arise.

The formation of the JPA's requires two separate legal public entities to facilitate the creation of a new legal entity in accordance with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California. It is a five-member board governs the Town of Discovery Bay JPA, comprised of the Board of Directors for the Town and a five-member board governs the BBID JPA, comprised of the Board of Directors for the BBID (the "Governing Board(s)").

At the time of the formation, there were minimal cost implications to the Town of Discovery. The costs were related to staff time spent on administrative tasks associated with meetings of the JPA. In the future, there would be significant interest cost savings for financings associated with the JPA.

## Debt Service

The 2012 Municipal bonds were issued for \$14,100,000. The projects under this bond are listed below:  
*(all monies have been expended)*

2012 Bonded Projects	Bond Year	Project Cost
<b>Water Project Improvements</b>		
Planning & Construction of Well #7	2012	\$1,500,000
<b>Wastewater Project Improvements</b>		\$250,000
UV Bank 4 Installation	2012	\$500,000
Lift Station F Rehabilitation	2012	\$1,050,000
Influent Pump station	2012	\$400,000
Re-Activate Pump Station W	2012	\$250,000
Emergency Storage Facilities	2012	\$6,050,000
Splitter Box, Ox Ditch, Clarifier, RAS Pumps at Plant 2, Standby Aerators	2012	\$3,800,000
New Solar Dryer and Belt Presses	2012	\$300,000
Contingency	2012	
<b>Total</b>		<b>*\$14,100,000</b>

In 2017 the District issued its second Municipal bond for \$8,825,000. The projects under this bond are listed below: *\* investors paid a premium for these bonds, variance between \$8.825M and \$8.900M. (all monies have been expended)*

2017 Bonded Projects	Bond Year	Project Cost
<b>Water Project Improvements</b>		
Water Meter Completion Project	2017	\$1,500,000
<b>Wastewater Project Improvements</b>		
Filtration Project	2017	\$7,400,000
<b>Total</b>		<b>*\$8,900,000</b>

## Debt Service

In 2022 the District issued its third Municipal bond for \$16,860,000. The projects under this bond are listed below: *\* investors paid a premium for these bonds, variance between \$16,860 and \$18.0M.*

2022 Bonded Projects	Bond Year	Project Cost
<b>Water Project Improvements</b>		
Well 8	2022	\$5,000,000
<b>Wastewater Project Improvements</b>		
Denitrification Project	2022	\$13,000,000
<b>Total</b>		<b>*\$18,000,000</b>

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## Debt Service Payments

Debt Service Payments	Bond	Date	Amount Paid
Deutsche Bank	2012	Fiscal Year 2013	\$393,451
US Bank	2012	Fiscal Years 2014 to 2021	\$6,595,011
US Bank	2012	Fiscal Year 2022	\$824,649
		<b>Total 2012 Bond</b>	<b>\$7,813,111</b>
US Bank	2017	Fiscal Years 2018 to 2021	\$1,578,675
US Bank	2017	Fiscal Year 2022	\$ 523,867
		<b>Total 2017 Bond</b>	<b>\$2,102,542</b>
		<b>Grand Total</b>	<b>\$9,915,653</b>

Future Debit Service Payments	Bond	Date	Annual Amount
US Bank	2012	Fiscal Year 2022-2023	\$825,563
US Bank	2017	Fiscal Year 2022-2023	\$523,869
US Bank	2022 (Est)	Fiscal Year 2022-2023	\$1,048,000
<b>Total</b>			<b>\$2,397,432</b>

## Bond Balance 6/30/2022 (Estimated)

Financial Institution	Bond	Total Balance (Est)
US Bank	2012	\$ 11,330,000
US Bank	2017	\$ 8,050,000
US Bank	2022	\$ 16,860,000
<b>Total</b>		<b>\$ 36,240,000</b>

## District Awards

The Town has earned the following awards and recognition:

- District of Distinction
- District Transparency Certificate of Excellence
- Special District Governance Platinum-Level through *Special District Leadership Foundation (SDLF)*.
- 2020 SDRMA Safety Award Recipient

The Board of Directors and the General Manager of the Town of Discovery Bay have each achieved individual recognition in SDLF Special District Governance

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## Supplemental Information

### Glossary

**ADOPTED OPERATING BUDGET:** The official budget as approved by the Board of Directors at the start of each fiscal year.

**APPROPRIATION:** A legal authorization by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and to the time when it may be expended.

**BENEFITS:** These include retirement/pension, health, life and disability insurance, worker's compensation, vacation, administrative, medical, and special leave of absence time.

**BUDGET:** A plan of financial operation comprised of estimated expenditures for a given period (a single fiscal year for the District) and the proposed means of financing the expenditures (through revenues).

**BUDGET MESSAGE:** A written discussion of the proposed budget presented by the Finance Manager to the Board of Directors.

**CAPITAL IMPROVEMENT PROJECT (CIP):** The budget unit to group all activities and costs necessary to implement a specific capital improvement and/or acquisition. A project can include the construction, acquisition, expansion, replacement, or rehabilitation of a physical facility or improvement. Projects often include planning and design, land acquisition, and project management costs related to such facilities and improvements.

**DEBT SERVICE:** Established for the payment of interest and principal on all debt other than payable exclusively from special assessments.

**DEPARTMENT:** A major organizational group of the District with overall management responsibility for an operation or a group of related operations within a functional area.

**EXPENSES:** Decreases in net total assets. Expenses represent the total cost of operations during a period regardless of the timing of related expenditures.

**FISCAL YEAR:** A 12-month period to which the annual operating budget applies and at the end of which a government determines its financial position, the results of the operations, and adopts a budget for the coming year. The Town of Discovery Bay's fiscal year is from July 1 to June 30.

**FUND:** A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts, recording resources, related liabilities, obligations, reserves, and equities segregated for the purpose of carrying out specific activities of attaining certain objectives in accordance with special regulations, restrictions, or limitations.

**FUND BALANCE:** Is an accumulation of revenues minus expenditures. Each fund maintained by the District has a fund balance. Fund balance can be used in future years for purposes determined by Board of Directors.



**OBJECTIVE:** A simply stated, readily measurable statement of aim or expected accomplishment within the fiscal year. A good statement of objective should imply a specific standard of performance for a given program.

**PRELIMINARY BUDGET:** A budget in its preliminary preparation stage prior to review and formulation by the Board of Directors. In the preliminary stage, a budget forecasting current costs into the future and new or modified spending proposals for the future.

**PROPOSED BUDGET:** The budget as formulated and proposed by Finance Manager; it is submitted to the Board of Directors for review and approval.

**RESOLUTION:** A special or temporary order of a legislative body requiring less formality than an ordinance.

**REVENUE:** Money that the District receives as income such as utility payments, fees from specific services, receipts from other governments, fines, grants, and interest income.

**SALARIES AND BENEFITS:** Compensation paid to or on behalf of District employees for salaries and wages, and overtime. Benefits include health, and life, Dental and Vision.

DRAFT

**NOTICE OF PUBLIC HEARING  
TOWN OF DISCOVERY BAY COMMUNITY  
SERVICES DISTRICT  
FISCAL YEAR 2022-2023 REVENUE  
OPERATING AND CAPITAL BUDGETS**

Notice is hereby given that on Wednesday June 15, 2022, at 7:00 p.m., in accordance with Government Code section 61110, the Town of Discovery Bay Community Services District ("District") Board of Directors, will hold a public hearing at their Regular Meeting to consider adopting a Resolution establishing the adoption of the draft budget for fiscal years 2022/23. A copy of the draft budget is available during normal business hours at the District Office, 1800 Willow Lake Road, Discovery Bay CA and on the District's website: [www.todb.ca.gov](http://www.todb.ca.gov). The public hearing will take place at the Discovery Bay Community Center, 1601 Discovery Bay Blvd., Discovery Bay CA. If public entry is denied due to COVID-19 restrictions, attendance may be made via teleconference as noted on the meeting agenda.

**ECT# 6671299 June 1, 2022**

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**From:** [adavis@bayareanewsgroup.com](mailto:adavis@bayareanewsgroup.com) <[adavis@bayareanewsgroup.com](mailto:adavis@bayareanewsgroup.com)> **On Behalf Of** ECT Legals  
**Sent:** Monday, May 23, 2022 2:41 PM  
**To:** Todb Admin <[todbadmin@todb.ca.gov](mailto:todbadmin@todb.ca.gov)>  
**Subject:** Re: TODB: Notice of Public Hearing

Good afternoon,

Ad number 6671293 is attached.

Cost of publication is \$51.30.

Thank you.

**Anna Davis** Legal Advertising | Community Information  
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# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Michael R. Davies, Interim Assist. General Manager  
**Submitted By:** Michael R. Davies, Interim Assist. General Manager

### Agenda Title

Discussion and Possible Action Regarding Adopting Resolution No. 2022-21 Updating the Injury and Illness Prevention Program Policy 021.

### Recommended Action

Adopt Resolution No. 2022-21 approving a 2022 update to the Town's Injury and Illness Prevention Program Policy 021 pursuant to the California Code of Regulations, Title 8, Section 3203.

### Executive Summary

The Town of Discovery Bay established an Injury and Illness Prevention Program (IIPP) that was adopted by Resolution No. 2008-11 on September 17, 2008. That IIPP was rescinded, and an update (Policy 021) was adopted by Resolution No. 2014-19 on September 3, 2014. On August 15, 2018 the IIPP (Policy 021) was updated by Resolution No. 2018-11.

The attached IIPP is a 2022 update of Board Policy 021 intended to be compliant with the California Code of Regulations, Title 8, Section 3203.

The 2022 update includes the addition of a COVID-19 Prevention section and some minor changes and corrections.

This IIPP applies to all Town of Discovery Bay employees, contractors, and volunteers.

### Previous Relevant Board Actions for This Item

September 17, 2008, Resolution No. 2008-11  
September 03, 2014, Resolution No. 2014-19  
August 15, 2018, Resolution No. 2018-11

### Attachments

1. Draft Resolution No. 2022-21
2. Draft IIPP Policy No. 021

AGENDA ITEM: F3



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2022-21**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ESTABLISHING AN UPDATED INJURY AND ILLNESS PREVENTION  
PROGRAM AND POLICY PURSUANT TO CALIFORNIA CODE OF REGULATIONS,  
TITLE 8**

WHEREAS, the Town of Discovery Bay is required to have an Injury and Illness Prevention Program (IIPP) pursuant to California Code of Regulations, Title 8, Section 3203; and

WHEREAS, on September 8, 2008 the Board adopted Resolution No. 2008-11 establishing an IIPP for the Town of Discovery Bay; and

WHEREAS, on September 3, 2014 the Board adopted Resolution No. 2014-19 establishing an IIPP Policy 021 and rescinding Resolution No. 2008-11; and

WHEREAS, on August 15, 2018 the Board adopted Resolution No. 2018-11 updating IIPP Policy 021; and

WHEREAS, the Town from time to time updates policies to stay current, relevant and legal; and

WHEREAS, the proposed IIPP, which is attached and made a part of this Resolution, is updated to comply with California Code of Regulations, Title 8, Section 3203.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the Injury and Illness Prevention Program (Policy 021) is adopted and is attached and made a part of this Resolution.

SECTION 2. That this action is effective immediately.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY of June 2022.

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Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 15, 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dina Breitstein  
Board Secretary



# **Injury and Illness Prevention Program (IIPP)**

**2022**

TOWN OF DISCOVERY BAY  
INJURY AND ILLNESS PREVENTION PROGRAM

## REVISION HISTORY LOG

DATE	SECTION(s)	BY	REVISION DESCRIPTION
07-17-2014	All	Safety Committee	Review of entire document
07-25-2018	All	Du-All Safety	Review of entire document
07-03-2019	All	Du-All Safety	Review of entire document; revisions to appendices
05-27-2022	All	Human Resources	Review/revision of entire document. Addition of: <i>COVID-19 Prevention Program (CPP)</i>
06-15-2022	All	TODB Board	Review/Approval of entire document



# Town of Discovery Bay

<b>PROGRAM AREA:</b> Administrative	<b>POLICY NAME:</b> Injury and Illness Prevention Program	<b>POLICY NUMBER:</b> 021
<b>DATE ESTABLISHED:</b> September 17, 2008	<b>DATE AMENDED:</b> June 15, 2022	<b>RESOLUTION:</b> 2022-021

## **1.0 PURPOSE**

The purpose of the Town of Discovery Bay (TODB) Injury and Illness Prevention Program (IIPP) is to provide employees with a safe and healthy workplace by identifying responsibilities to be followed by management, employees, and the employer. Employees have a right to a safe workplace; their employer has a duty to ensure that every manager/supervisor is aware of the TODB's safe work practices, and that they are being followed by each employee.

The TODB has adopted this Injury and Illness Prevention Program to meet or exceed the requirements of California Code of Regulations, Title 8, §3203. It applies to all full and part-time employees, temporary or seasonal employees, and volunteers of the Town of Discovery Bay.

## **2.0 EVALUATING HAZARDS**

Before a task or job is to be started, an evaluation of the hazards associated with that task or job needs to be completed. For example, a supervisor cannot task an employee to enter or even open a manhole cover, without ensuring that the employee has been properly trained on the potential hazards of the task.

The employer, manager/supervisor, etc. must be aware of all hazards related to operating equipment, or tasks being performed by their respective employees.

A tool which can be used in identifying and evaluating workplace hazards is the *Job Safety Analysis Form* (Appendix A).



Hazards shall be identified and evaluated when:

1. Safety Orders of the California Code of Regulations that govern the operation or activity (i.e., General Industrial Safety Orders, Construction Safety Orders, etc.) are revised.
2. During the accident investigation process.
3. When revealed during a routine inspection.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace that represent a potential new safety hazard.
5. When the TODB is made aware of a new, or previously unrecognized hazard.
6. When employee safety suggestions are made regarding a hazard.

This IIPP is not intended to cover all safety procedures at the TODB. The TODB has developed specific programs that may be found within each applicable department. These programs include, but are not limited to:

- Asbestos Management
- Codes of Safe Practices (or Standard Operating Procedures)
- Concrete Dust Generating Operations
- Confined Spaces
- Emergency Action Plan
- Emergency Operations Center (SIMS/NEMS)
- Ergonomics
- Excavation and Trenching
- Exposure Control for Bloodborne Pathogens
- Fall Protection
- Hazard Communication Program
- Hazardous Waste Management
- Hearing Conservation
- Heat Illness Prevention
- Hot Work (cutting, welding & brazing)
- Lockout/Tagout
- Personal Protective Equipment Policy
- Respiratory Protection
- Workplace Violence

## **3.0 SAFETY RESPONSIBILITIES & JOB SAFETY CLASSIFICATIONS**

### **3.1 EMPLOYER RESPONSIBILITIES**

The TODB is responsible for providing the following under this IIPP:

1. Establish, implement and maintain an effective IIPP and update it periodically to keep employees safe. The IIPP is reviewed annually by management with any employee input taken into consideration.
2. Inspect workplace(s) to identify and correct unsafe and hazardous conditions (Section 5.0 of this IIPP).
3. Identify persons by title with the responsibility and authority to implement and maintain this IIPP.
4. Provide this IIPP to employees (required by this program and other related safety programs) to prevent injury or illness.
5. Use color codes, posters, labels or signs to warn employees of potential hazards.
6. Establish or update operating procedures and communicate them so employees follow safety and health requirements (Section 4.0 of this IIPP).
7. Develop systems to investigate workplace accidents/exposures and to provide corrective action(s) to prevent reoccurrence.
8. Report immediately, but no longer than 8 hours, by telephone to the nearest Cal/OSHA Enforcement Unit district office any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment. Serious injury or illness is defined in section 330(h), T8CCR (Section 6.2 of this IIPP).
9. Keep records of work-related injuries and illnesses in the OSHA 300 Log. At the end of the calendar year, copy the totals from the OSHA 300 Log onto Form 300A Summary (which must be posted February 1 through April 30 each year).
10. Post, at a prominent location within the workplace, the Cal/OSHA poster informing employees of their rights and responsibilities.

### **3.2 SAFETY COORDINATOR**

The Safety Coordinator has the lead role in advising and assisting supervisors and managers in executing their safety-related responsibilities. The Safety Coordinator for the TODB is Human Resources, the Town's Executive Assistant.

The Safety Coordinator's responsibilities include:

1. Assuming the lead role and the general authority to supervise all aspects of the IIPP and other safety-related matters.
2. Utilizing all available resources to ensure hazards are reasonably resolved in a timely manner.
3. Working with Department Safety Coordinators and management to ensure that safety is compliant in all departments by periodic inspections, training or site visits.

4. Coordinating with Du-All Safety and/or other third-party safety consulting company to provide support services.
5. Working with safety committee/department management to ensure that safety training is scheduled. Document and maintain training records for each employee.
6. Working with management and the safety committee to respond to employee safety suggestions and reports of hazardous conditions.
7. Ensure that Cal/OSHA has been notified within 8 hours of any serious injury or death.

### **3.3 SAFETY COMMITTEE**

The safety committee is comprised of the Safety Coordinator and Department Safety Coordinators. There are no term limits for any committee member. The safety committee charter may be found in Appendix B and a list of those individuals serving on the Safety Committee Members may be found in Appendix C.

Along with implementing the program, the safety committee members will, at a minimum, be responsible for the following:

1. Attend safety committee meetings.
2. Disseminate safety related information to their supervisors so that each department is aware of upcoming training, inspection findings, reporting hazards and corrective actions.
3. Relate any safety concerns within their department to the safety committee for remediation and/or compliance. Report any unsafe conditions to their supervisor.
4. Support good housekeeping standards and cleanliness at the TODB.
5. Report to the safety committee any safety suggestion or hazardous condition brought to their attention.
6. Evaluate causes of injuries and what actions need to be taken to protect other employees.
7. Recognize employee(s) who contribute to the safety programs and/or effect positive change through safety suggestions, observations and recommendations for improvement.

### **3.4 DEPARTMENT COORDINATORS**

The department/division coordinators are found in Appendix C. Department Safety Coordinators are responsible for the following:

1. Ensure that there is someone available onsite to assume safety responsibilities in their absence (i.e., Department Safety Coordinator alternate).
2. Be a member of, and actively participant in Safety Committee meetings. Responsibilities include those listed above in Section 3.3.

### **3.5 MANAGERS, SUPERVISORS, FIELD SUPERVISORS, CREW LEAD WORKERS**

All personnel responsible for employee supervision shall:

1. Ensure that his/her employees are following all established and customary safety procedures and policies.
2. Be current on all safe work practices.
3. Ensure that employees are wearing all required personal protective equipment (PPE).
4. Not direct employees to perform tasks for which they have not received proper training.
5. For those employees who work under construction orders (Section 3.8), conduct “tailgate” or “toolbox” safety meetings at least every 10 working days. These meetings are designed to review hazards associated with upcoming work and communicate systems in place to prevent employee injury or illness.
6. Report any injury or near miss (non-injury incidents) to the Safety Coordinator (Human Resources; the Town’s Executive Assistant).
7. Ensure that every employee required to attend safety training is in attendance and attentive. If an employee misses a class, coordinate with the Safety Coordinator to ensure that said employee receives make-up training (prior to) their covered job assignment.
8. Understand and be aware of all hazards associated with all established and customary job assignments.

### **3.6 ADMINISTRATION AND HUMAN RESOURCES**

Administration will be coordinated by the General Manager. Those responsibilities include:

1. Coordinate and ensure that all accident and injury reports have been filled out correctly so if a Workers’ Compensation claim is made, all documentation is correct.
2. Maintain required OSHA 300 log. Post the Form 300A Summary from February 1 through April 30 of the previous year’s accident summary in prominent locations throughout the TODB so employees may have easy access to the summary.
3. Work with management and the safety committee to ensure that all employees’ safety concerns or suggestions are being handled with due diligence.
4. Provide any forms required to be filled out by managers and employees in the event of an injury or accident.
5. Maintain all medical surveillance and other Cal/OSHA related documentation. Provide medical examinations when required by Cal/OSHA standards and annually advise employees how they may access their medical records.
6. Disciplining employees for failure to comply with safe and healthful work-practices.

### **3.7 EMPLOYEES**

Although the employer and management have the primary responsibility to provide employees with a safe and healthy workplace, employees are ultimately responsible for their own safety. Employees’ responsibilities for safety include:

1. Complete all required safety classes, including active participation and being attentive.

2. No employee is permitted to do work that they feel is unsafe or for which they have not been properly trained or equipped.
3. Follow the TODB's established safety policies, procedures and programs.
4. Immediately report any unsafe or potentially dangerous situation so that the situation may be abated.
5. Immediately report all injuries and near misses to their supervisor.
6. Understand that an employee shall be disciplined for failure to follow safe procedures (see Section 9.0).
7. Work with management in updating and "fine-tuning" the Code of Safe Practices (or any other work practice) so that the most up-to-date and comprehensive safety procedure is being followed (see Section 4.0).
8. Encourage fellow employees to constantly maintain a safety "mindset".

### 3.8 JOB CLASSIFICATIONS

At the TODB, employees are protected under the Cal/OSHA California Code of Regulations **General Industrial Safety Orders (GISO)**, or the **Construction Safety Orders (CSO)**, depending on the type of work being performed.

*Construction Work is: "When employment exists in connection with the construction, alteration, painting, repairing, construction maintenance, renovation, removal, or demolition of any fixed structure or its parts, that work will be considered construction, and will be regulated by the CSO."*

*OSHA definition of Structure: "That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner."*

Managers, supervisors or any person who has responsibility in directing or supervising an employee should be aware if the work being performed falls under the GISO or CSO. By understanding the work being performed and knowing which set of orders employees fall under, managers/supervisors may train and educate their employees on proper safety procedures regulated by Cal/OSHA.

It is possible that because of the diverse nature of their assignments, field personnel could be governed by either set of orders depending on the task. At construction projects, the CSO shall take precedence over any other general orders which are inconsistent with them, excluding *Tunnel Safety Orders* or *Compressed Air Safety Orders*.

Where this distinction is significant, notice shall be made in this and all subordinate programs, practices, and documents.

### **3.8.1 GENERAL INDUSTRY SAFETY ORDERS (GISO)**

Examples of work that would be considered falling under the GISO may include:

- General Administration
- Custodial Work
- Gardening & Landscaping
- Warehouse / Storage
- General Driving

### **3.8.2 CONSTRUCTION SAFETY ORDERS (CSO)**

Examples of work that would be considered falling under the CSO may include:

- Carpentry
- Electrical
- Painting
- Plastering
- Plumbing

## **4.0 CODE OF SAFE PRACTICES**

Once all hazards are identified and evaluated by using the General Industry Safety Orders (GISO), the Construction Safety Orders (CSO), other pertinent regulations, employee input, and available published statistics, the Code of Safe Practices is then developed. The code includes all the proper preventive measures to work in an environment, or with construction equipment safely.

**NOTE:** although under California Code of Regulations, the Term “Code of Safety Practices” pertains only to Construction Safety Orders, for the purpose of the TODB’s IIPP, it refers to safe work rules used for both Construction and General Industry work.

Some departments at the TODB may have specific work practices that are unique to that department. Managers/Supervisors of each department should evaluate the hazards associated within their department and along with employee input, develop a Code of Safe Practices to be followed by all employees, in order to minimize injury while performing each task.

Employees are to receive specific instruction by their supervisor regarding hazards specific to each employee's job assignment, as found in the Code of Safe Practices.

1. The Code of Safe Practices must be reviewed and updated periodically as new hazards are identified. Each Code of Safe Practice should be reviewed at least annually by each department.
2. When the Code of Safe Practices is updated, workers must be trained and/or alerted by their respective managers/supervisors, etc. to the new hazard, and the new proper safe practice(s) being implemented.

All Codes of Safe Practices shall be stored in a binder titled "Code of Safe Practices" at the District Office (1800 Willow Lake Road, Discovery Bay, CA 94505-9376). Department Managers may also have a copy in their possession; the official copy shall always remain at the TODB's District Office.

## **5.0 PERIODIC INSPECTIONS**

Periodic inspections are designed to ensure that the Code of Safe Practices is being followed and to help identify new or previously unrecognized hazards. Inspection reports will be provided to the appropriate persons responsible for the inspected area(s).

Du-All Safety or a third-party safety consultant, shall conduct inspections of all facilities annually. High-hazard areas will be inspected periodically (at least twice a year) to determine if proper procedures and the correct personal protective equipment (PPE) are being used. These inspections shall be spontaneous, with no advance warning given to field personnel.

**Managers/Supervisors are expected to conduct inspections as often as possible, to further ensure safe working conditions at all times.**

When a hazard is identified by any person, all personnel exposed to the hazard are to be warned and notified of the hazard and potential danger. This may be done by any supervisor or employee.

Hazards identified during inspections shall be corrected in a timely manner based on the risk assessment code found later in this section. If a serious hazard cannot be immediately abated without endangering workers and/or property, the TODB will remove all exposed workers from the area except those necessary to correct the existing condition.

1. Workers correcting any hazardous condition shall be provided with the necessary protection.
2. If there is a piece of equipment or a procedure that is immediately dangerous to life and health, the condition is to be corrected immediately. If the condition cannot be corrected immediately, the hazardous equipment should be locked and/or tagged out of service (or procedure discontinued).
3. If any employee fails to follow the Town of Discovery Bay's safety procedures, the employee's supervisor should:
  - a. Inform the employee of the violation.
  - b. Inform or remind the employee of the correct procedure.
  - c. Ask the employee to comply and correct the violation(s).
  - d. Remind the employee of the TODB's disciplinary policy (see [Policy No. 005](#)).
4. All safety violations, hazards and safety concerns will be documented, and a risk assessment code assigned, based on the descriptions given below.
5. A supervisor will designate who will fix the hazard and a completion date is to be

established and checked off by the appropriate person.

6. When the problem is fixed, the inspection form (Appendix D) should be signed and dated by the person responsible for the work.

### 5.1 SAFETY RISK ASSESSMENT CODE

The Risk Assessment Code is determined as follows:

- Class 1* **CRITICAL** – may cause death, serious injury, significant environmental impact, or substantial financial losses, and/or is likely to occur soon.
- Class 2* **SERIOUS** – may cause injury, occupational illness, or environmental or property damage) and/or probably will occur in time.
- Class 3* **MINOR** – probably would not significantly affect personnel or environmental safety or health, yet is a violation of specific criteria).

The correction protocol used may include one or more of the following:

1. Engineering Control (i.e., cones, flags, lights, etc.);
2. Personal Protective Equipment (PPE);
3. Administrative Control (i.e. no cell phone use while driving or flagging);
4. New Safety Rules; and/or
5. Employee Training.

### 5.2 REQUIRED INSPECTION FREQUENCY

This is not intended to be a complete list of inspections; depending on what other hazards and equipment exist (DOT, Cranes, etc.), other mandatory safety inspections may be required.

REQUIRED INSPECTION	FREQUENCY
Fire Extinguisher	Monthly
Eye Wash Station	Monthly
Emergency Shower	Monthly
Forklift	Pre-shift
Hazardous Waste Containers	Weekly
Fall Protection Equipment	Semi-annually
Confined Space Equipment	Per Equipment Manufacturer

## 6.0 INJURY & ILLNESS INVESTIGATIONS AND RECORD KEEPING

### 6.0 INVESTIGATIONS OF OCCUPATIONAL INJURY OR ILLNESS, AND CORRECTIVE ACTIONS

Once an occupational illness, accident, or injury occurs, a report must be completed by the employee and the employee's supervisor immediately.



All required forms are found at the TODB's District Office; contact Human Resources for these documents. All applicable forms should be completed in a timely manner and submitted to Human Resources. Forms included in the packet are:

1. Supervisor's Investigation of Employee Injury Form
2. Employee's Report of Job Injury
3. Witness to a Job-Related Injury
4. Employer' Report of Occupational Injury or Illness (5020)
5. Worker's Compensation Claim Form (DWC1)

In the event of a Near Miss (non-injury incident), the incident is still to be investigated, however not all of the above documentation is required.

### **6.1 SERIOUS INJURY REPORTING TO CAL/OSHA**

The TODB shall report immediately by telephone to SDRMA/Workers' Compensation who will submit the report to the nearest District Office of the Division of Occupational Safety and Health. Any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment must be reported *immediately*.

**IMMEDIATELY** is: *"as soon as practically possible, but not longer than 8 hours after a manager/leader is informed or would have known with diligent inquiry of the death/serious injury/illness, and/or must be before the end of the worker's shift."*

**SERIOUS INJURY** – *an injury or illness which requires hospitalization for more than 24 hours (for other than medical observation), or in which an employee suffers a loss of any member of the body, or suffers any serious degree of permanent disfigurement.*

**EXCEPTION** – *an injury is not reportable if it occurs during a crime (penal code violation), or on a public roadway (vehicle accident). When uncertain whether the accident was a "vehicle accident", notification to Cal/OSHA is advised.*

### **6.2 REPORTING PROCEDURE**

Employees are responsible for immediately notifying their manager/supervisor of a serious injury or death to any employee. The manager/supervisor's priority is to provide medical attention to the injured employee. Management will then notify Administration/Human Resources of the injury/illness/fatality. Administration/Human Resources will then determine if the injury/illness is serious and if so, call and report it to Cal/OSHA. If the manager/supervisor is unable to talk with the General Manager, Assistant General Manager, or Human Resources, they are to leave a detailed voice message on their voicemail, and then call Cal/OSHA to report the serious injury/illness or fatality at:

**CAL/OSHA** (925-602-6517)  
**Concord District Office**  
1450 Civic Court, Suite 525  
Concord, CA 94520

1. If a contract employee is injured while performing work on behalf of the TODB, the contractor's employer must notify Cal/OSHA within statutory reporting guidelines.
2. When making notification, the reporting party shall include the following information (if available):
  - a. Time and date of accident.
  - b. Employer's name, address and telephone number.
  - c. Name and job title (or badge number) of person reporting the accident.
  - d. Address of accident/incident site.
  - e. Name of person to contact at site of accident.
  - f. Name and address of injured employee(s).
  - g. Nature of injury.
  - h. Location where injured employee(s) was (were) moved to.
  - i. List and identity of other law enforcement agencies present at the site of accident.
  - j. Description of accident and whether the accident scene or instrumentality was altered.

### **6.3 CAL/OSHA RECORD KEEPING**

1. When an Employer's Report of Occupational Injury or Illness Form 5020 is filed, an entry must also be made in the Cal/OSHA Form 300.
2. Management shall also complete the Cal/OSHA Form 301.

### **6.4 GENERAL SAFETY RECORD KEEPING**

The Safety Coordinator office will keep records of:

1. Documented safety and health training.
2. Documented accident, injury and illness investigations including completed form(s).
  - a. Copies of all required injury-and illness-related forms.
  - b. Safety Committee meeting minutes.
  - c. Disciplinary records.
  - d. Inspection reports and corrective actions.
  - e. Safety suggestions (Appendix H).
  - f. Accident reports and medical surveillance documents.

### **6.5 RECORDS RETENTION**

The legally mandated minimum records retention durations are provided in Appendix E.

## **7.0 COMMUNICATION**

Communication is a key component of the IIPP. The TODB management believes the most effective way to maintain a safety "mind set" is through the following means:

1. A safety bulletin board for written communication, relevant safety topics, and posted temporary hazards.
2. Since the employee is often in a better position to spot potential hazards in their work areas, Suggestion Boxes and forms are located in:
  - a. Community Center Staff Room
  - b. TODB District Office
3. *Employee input regarding safety is encouraged.* All suggestions will be reviewed at the Safety Committee Meeting with a response given in a timely manner to the person making the suggestion. In the event of an anonymous suggestion, a response will be written and provided in the Safety Committee meeting minutes and posted on the safety bulletin board.
4. Safety posters and signs shall be posted in common areas to remind employees of certain hazards and how to protect themselves.
5. The Safety Committee meets on the third Wednesday of each month at 10:30 AM. The Charter for the committee may be found in Appendix B.
6. Since construction work is not typically performed by employees of the TODB, field personnel are not required to conduct "toolbox" or "tailgate" safety meetings every 10 working days. The Town's contractor (Veolia Water) provides construction services on Town property. As such, Town Operations employees are encouraged to participate in the Veolia "tailgate" safety meetings if the subject is pertinent to their respective functions.
7. Report any unsafe or potentially dangerous situation to their supervisor so that the situation may be abated.
8. Report any injury or near miss (non-injury related accident) to the next highest supervisor, who will then forward any report to Human Resources.

## **8.0 TRAINING**

Training is the most important part of this program. It is critical that everyone understand their workplace hazards and is trained in:

1. Safety procedures and policies.
2. Procedures to document and record workplace injuries or illnesses.
3. Employee and management responsibilities towards safety.
4. The Town of Discovery Bay's Personnel Manual ([Policy No. 005](#)).

Supervisors and/or Safety Coordinator(s) shall receive training to familiarize them with the health and safety hazards to which employees under their immediate direction/control may be exposed.

Supervisors and/or Safety Coordinators are responsible for ensuring that those under their direction receive training on general workplace safety, as well as job-specific health and safety issues. Training is provided:

1. To all employees and those given new job assignments for which training has not yet been received.
2. Whenever new substances, processes, procedures, or equipment are introduced to the workplace that represents a new hazard.
3. Whenever the employer is made aware of a new or previously unrecognized hazard.

The Training Log for all employees is to be filled out completely, upon the completion of any training. All training logs, including tailgate meetings, should be forwarded to the Safety Coordinator for record keeping.

## **9.0 ENFORCEMENT PROCEDURES**

Employees who fail to comply with the Town of Discovery Bay's safety policies and procedures will be subject to disciplinary action, up to and including, termination.

Employees are referred to their management or Administration regarding the Town of Discovery Bay's disciplinary policies and procedures, as found in the Personnel Manual.

## **10.0 COVID-19 PREVENTION PROGRAM (CPP)**

### **COVID-19 PANDEMIC**

The novel coronavirus, SARS-CoV-2, causes a viral respiratory illness called COVID-19, which can make people sick with flu-like and other symptoms. The [virus spreads](#) easily when an infected person sneezes, coughs, or speaks, sending tiny droplets into the air. These droplets can land in the nose, mouth, or eyes of someone nearby and cause illness. The virus can also be caught from airborne virus, when small particles of infectious virus remain suspended in the air and people inhale them. People can also become infected if they touch an infectious droplet on a surface and then touch their own nose, mouth, or eyes.

Some of the [symptoms](#) of COVID-19 are cough, fever, shortness of breath, sore throat, congestion or runny nose, fatigue, muscle or body aches, headache, and new loss of taste or smell. Some people with mild cases may have no symptoms at all yet still can spread the virus. Staying at least six feet away from people outside of your household, covering your nose and mouth with a face covering, and washing hands often with soap and water can help stop COVID-19 from spreading in the workplace.

## **COVID-19 PREVENTION PROGRAM (CPP) OVERVIEW**

The Town of Discovery Bay CSD (TOBD) is committed to protecting our employees and preventing the spread of COVID-19 at our workplace. We developed this program to reduce our workers' risk of catching and spreading this virus. We encourage employees to share information about potential COVID-19 hazards at our workplace and assist in evaluating these hazards. We will investigate all workplace illnesses and correct hazards that are identified. We stay informed on the virus presence in our community, as well as recommendations made by national, state, and local health agencies. We review and update this plan as necessary.

Pursuant to an Emergency Temporary Standard in place for COVID-19 (California Code of Regulations (CCR), Title 8, section [3205\(c\)](#)), all employers and places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP). TOBD will endeavor to keep this program plan up to date and based on the [latest regulations and guidance](#).

The CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in the workplace.

## **DESIGNATION OF RESPONSIBILITY**

The General Manager has overall authority and responsibility for implementing the provisions of the CPP plan in our workplace. The Human Resources designee will work under the direction of the General Manager to implement and share the CPP plan with all employees. All managers/supervisors are responsible for implementing this plan in their assigned work areas and ensuring employees' questions are answered, in a language they understand.

All employees are required to follow the policies and procedures laid out in this plan, use safe work practices, and assist in maintaining a safe work environment.

## **IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS**

We evaluate our workplace and operations to identify tasks that may have exposure to COVID-19. The evaluation includes all interactions, areas, activities, processes, equipment, and materials that could present potential exposure to COVID-19. Assessments include employee interactions with all persons who may be present in the workplace: contractors, vendors, customers, and members of the public. Evaluations include:

- Identification of places and times when people may gather or come in close contact with each other, even if they aren't working. Examples: meetings, trainings, workplace entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting rooms.
- Employees' potential workplace exposure to all persons at the workplace. We will consider how employees and others enter, leave, and travel through the workplace. Examples: co-workers, employees of other businesses, the public, customers or clients, and independent contractors.
- Existing COVID-19 prevention measures and whether we need different or additional control measures.

**Employee Participation** – We encourage employees to participate in this evaluation. They can contact Human Resources at the District Office to share information on potential COVID-19 hazards at our workplace or to assist in evaluating these hazards.

**Close Contact:** Being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the infectious period, regardless of the use of face coverings, unless close contact is defined by regulation or order of the CDPH (if so, the CDPH definition shall apply).

**Employees may confidentially inform the General Manager or Human Resources if they have a higher risk for severe illness from COVID-19, such as those with conditions like lung disease, obesity, or cancer. The employee and General Manager will engage in the interactive process to determine if any reasonable job accommodations exist to reduce employee chance of exposure.**

The jobs/tasks/activities at the Town of Discovery Bay CSD have been assessed as follows:

**TABLE 1 – RISK ASSESSMENT**

JOB TITLE / TASK	DESCRIPTION OF EXPOSURE RISK
Entering workplace	Numerous employees in close proximity to each other
Designated conference tables	Close interaction with another person for extended period of time

### **CORRECTION OF COVID-19 HAZARDS**

We select and implement [feasible control measures](#) to minimize or eliminate employee exposure to COVID-19. We review orders and guidance COVID-19 hazards and prevention from the State of California and the local health department, including general information and information specific to our industry, location, and operations. We correct unsafe or unhealthy conditions, work practices, policies, and procedures in a timely manner based on the severity of the hazard.

### **CONTROLS TO REDUCE EXPOSURE**

We will implement the most current state and local recommendations, guidelines and ordinances to reduce COVID-19 exposure and will inspect periodically to check that controls are current. Any deficiencies are corrected right away, and we update this plan if needed.

### **ENGINEERING CONTROLS — Equipment and Building Systems to Minimize Exposures**

Our engineering controls for COVID-19 include:

- Maximizing outdoor air for ventilation as much as feasible except when EPA’s Air Quality Index is greater than 100 or when increasing outdoor air would cause harm to employees, such as excessive heat or cold.
- When open to the Public: installing cleanable solid partitions between workers and customers when 6 feet of distance cannot be maintained.

## ADMINISTRATIVE CONTROLS — Policies, Procedures, and Practices to Minimize Exposure

Our administrative controls for COVID-19 could include:

- **Limiting Access** to the workplace to only necessary staff.
- Prohibit any employee/visitor sick or potentially contagious from entering the workplace. Anyone exhibiting any potential symptoms of COVID-19 should contact their manager/supervisor and leave the worksite.
- **Wearing a Face Covering** – We provide face coverings to all employees and require they be worn as required by the local health department or by [orders from CDPH](#). We will not prevent any employee from wearing a face covering when required unless it would create a safety hazard, such as interfering with the safe operation of equipment. The face coverings provided will be cloth/woven material of at least two layers, fit snugly, and completely cover the nose and mouth. Face coverings must be clean and undamaged. **Face coverings are not respiratory protection against hazardous chemicals/dust, and do not replace physical distancing requirements.**

**Employees are not required to wear a face covering in the following situations:**

- a. When an employee is alone in a room.
- b. While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area has been maximized to the extent possible.
- c. When employees wear respiratory protection in accordance with Section 5144 or other Title 8 safety orders.
- d. When employees cannot wear face coverings due to a medical or mental health condition or disability. This includes a hearing-impaired person or someone using sign language to communicate. Employees exempted from wearing a face covering due to medical conditions, mental health conditions, or disability must wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom that we will provide, if their condition or disability allows.
- e. When a specific task cannot be performed with a face covering. This exception is limited to the time period in which such tasks are being performed, and the unmasked employee shall be at least six feet away from all other persons.
- f. When, under circumstances existing at the time, the local health official no longer requires it.

Signs are posted at the entrance to the workplace to communicate the requirement for face coverings by all non-employees entering the workplace. These may be removed if not required by the local health official.

- **Physical Distancing** – If required by the local health official, everyone must keep a six-foot distance from others at all times, except where we can show that it is not possible or for brief times during the movement of people in the workplace. When six feet of distance cannot be maintained, people will be as far apart as possible. Methods for physical distancing include:

- a. Reducing the number of persons in an area at one time (including visitors)
  - b. Visual cues such as signs and floor markings to show employee locations and paths of travel
  - c. Staggered arrival, departure, work, and break times
  - d. Adjusted work processes (such as reducing production speed) to allow greater distance between employees
  - e. Telework or other remote work arrangement
- **Practice Good Hygiene** – Wash hands with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer, with at least 60% alcohol. Hand sanitizer stations are placed throughout the workplace. The designated Safety Coordinator is responsible for ensuring hand hygiene stations are readily accessible and stocked with soap and paper towels, or sanitizer.
  - **Prohibiting the Sharing of PPE or Other Workplace Equipment** – no sharing of phones, computers, or tools. If items must be shared, they shall be disinfected between uses by those using it. The sharing of vehicles should also be minimized as much as possible.
  - **Cleaning and Disinfecting Frequently** – Surfaces, especially frequently touched surfaces, will be disinfected with products that meet the EPA’s criteria for use against coronavirus. Disinfectants are used according to manufacturer’s directions. Employees are trained on the hazards of the disinfectants, to use only in well-ventilated areas, any PPE that is required, and to never mix chemicals. Janitorial services are scheduled twice a week.

### **Personal Protective Equipment (PPE) – Equipment Worn by Employees to Minimize Exposure**

In general, employees WILL NOT use respirators at TODB for protection from COVID-19. If a hazard assessment determines respirators are needed, they will be used in accordance with [Title 8, Section 5144](#).

Any PPE used to protect from COVID-19 (i.e. gowns, face masks, gloves), is selected based on function, fit, and availability. Employees are trained when and why PPE is necessary, how to properly put on and take off PPE, and how to clean, maintain, and store reusable PPE. Job hazard assessments are performed by supervisors/managers to identify any PPE required for a specific job. Managers/Supervisors are responsible for ensuring that adequate supplies of PPE are available and accessible.

## **INVESTIGATING AND RESPONDING TO COVID-19 CASES IN THE WORKPLACE**

### **Illness at the Workplace**

We investigate all COVID-19 cases in the workplace. Our investigation includes verifying COVID-19 case status, obtaining information on COVID-19 test results and symptom onset, identifying and recording COVID-19 cases, and reporting when required by the regulations.

TODB will not reveal personally identifiable information or employee medical information to any person or entity unless required by law (such as Cal/OSHA, local health department, and local law enforcement).



## Notification

Employees must alert their manager/supervisor if they are having symptoms of COVID-19, had a possible COVID-19 exposure, were diagnosed with COVID-19, or are awaiting test results. We do not discriminate or retaliate against employees for reporting positive test results or symptoms.

Following notification of a positive test/diagnosis, we will immediately take the appropriate action as required by the local health official.

1. Determine the day and time the COVID-19 case was last present, and to the extent possible, the date of the positive COVID-19 test(s) and/or diagnosis, and the date the COVID-19 case first had one or more COVID-19 symptoms, if any were experienced.
2. Determine who may have had a close contact. This requires an evaluation of the activities of the COVID-19 case and all locations at the workplace which may have been visited by the COVID-19 case during the infectious period.
3. Within one business day of the time that the COVID-19 case was reported, written notice shall be given by email that people at the worksite may have been exposed to COVID-19. Managers shall ensure that their personnel have been so advised and that any language barrier has been addressed. The advisement shall also be made to contractors and visitors that can be identified.

## Exclusion from the Workplace

Employees with COVID-19 shall be excluded from the workplace. Employees should contact Human Resources for guidance and benefits.

## Return to Work

Criteria for returning to work after testing positive for COVID-19 will be based on local health official rules and recommendations.

## REPORTING, RECORDKEEPING, AND ACCESS

### Reporting

[Reporting to the Local Health Department \(LHD\)](#) – This requirement also complies with AB 685. Within 48-hours of knowledge, Human Resources will notify SDRMA of any workplace outbreak of COVID-19. This is in compliance with SB-1159 Workers' Compensation: COVID-19 Critical Workers.

A reportable outbreak is defined as at least three COVID-19 cases among workers at the same worksite within a 14-day period. We will work with the LHD to carry out contact tracing and follow all LHD recommendations including temporary closure of our business if advised.

[Reporting to our Claims Administrator](#) – [SB 1159](#) (required for employers with five or more employees) Human Resources will report to SDRMA (the TODB's Workers' Compensation claims administrator), when an employee has tested positive for COVID-19. This report will be made within three days of knowledge of an employees' positive test result.

[CAL/OSHA Recording/Reporting](#) – We will record on our 300 log all work-related COVID-19 cases that meet one of the following criteria: death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness, significant injury or illness diagnoses by a physician or other licensed health care professional.

We will report any serious COVID-19 illness that required inpatient hospitalization or resulted in death to our local Cal/OSHA office as soon as possible, but in no case more than eight hours after knowledge.

### **Recordkeeping**

The Town of Discovery Bay CSD maintains records of the steps taken to implement this written program. These records include but are not limited to training, inspections, hazard identification, etc.

- We keep a record of and track all COVID-19 cases. These records include the employee's:
- Name
- Contact information
- Occupation
- Location where the employee worked
- Date of the last day at the workplace
- Date of positive COVID-19 test

All medical information will be kept confidential. The log of COVID cases, with names and contact information removed, will be made available to employees, authorized employee representatives, or as otherwise required by law.

### **Access**

This program will be made available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA.

### **COMMUNICATION SYSTEMS**

All employees are asked to confidentially report, without fear of discrimination or retaliation, any symptoms, potential exposures, and possible hazards relating to COVID-19 at the workplace. Employees should make these reports directly to Human Resources at the District Office.

The TODB explains to all employees how we accommodate high-risk employees of severe COVID-19 illness. An employee can make a confidential report of his/her own high-risk condition to Human Resources.

If an employee is suspected of having a workplace exposure to COVID-19, we will provide information about access to COVID-19 testing at no cost. We will inform affected employees of the reason for testing and the potential consequences of a positive test. Local COVID-19 testing is available in our area through Contra Costa Health Services.

*NOTE* – additional communication requirements may apply depending upon severity of outbreak. See Appendix A for multiple COVID-19 infections and outbreak procedures. See Appendix B for major outbreak procedures.

We communicate information about COVID-19 hazards and our COVID-19 policies and procedures to employees and other employers, persons, and entities that come in contact with our workplace. Other employers must ensure their employees follow our plan or equivalent to ensure protection of both their and our employees. When our employees are at another worksite, we will verify that procedures at the other worksites are protective of our employees, such as mask wearing and social distancing as may be required by the local health official.

## **EMPLOYEE TRAINING AND INSTRUCTION**

We provide all employees training and instruction on the symptoms of COVID-19 illness and exposure control methods in place at TODB including:

- Information on how COVID-19 spreads and infects people.
- Symptoms of COVID-19
- The importance of getting a COVID-19 test and staying out of the workplace if you have symptoms.
- Our symptom screening procedures for employees and all other visitors to the workplace
- Risk of exposure to COVID-19 on the job.
- Cleaning and disinfection schedules and procedures for our workplace.
- Control measures to protect employees from exposure and infection:
  - a. Requiring employees to stay home when sick.
  - b. Physical distancing. If required by the LHD, employees must maintain at least 6' of separation from other individuals in the workplace. Since infectious aerosols can travel further than 6', face covering are required along with physical distancing at all indoor workplaces.
  - c. Frequent handwashing with soap and water for at least 20 seconds, or using hand sanitizer when handwashing sinks are not readily accessible.
  - d. Proper use of a face coverings and the fact that a face covering is NOT respiratory protection.
  - e. Covering coughs and sneezes.
- Acceptable PPE and proper use.
- What to do if they are sick and how to obtain a COVID-19 test.
- Information on COVID-19-related leave benefits available under workers' compensation law, the federal Families First Coronavirus Response Act, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, TODB leave policies, and leave guaranteed through other legal sources.
- The contents of this plan.

**SAFETY COMMITTEE CHARTER**  
*INJURY AND ILLNESS PREVENTION PROGRAM*

**APPENDIX A – J**

**2022**

TOWN OF DISCOVERY BAY  
INJURY AND ILLNESS PREVENTION PROGRAM

## **APPENDIX A — MULTIPLE COVID-19 INFECTIONS AND OUTBREAKS**

The following procedures will be followed whenever there are three or more COVID-19 cases in our workplace within a 14-day period or the workplace has been identified by Contra Costa Public Health as the location of a COVID-19 outbreak. These procedures can be stopped only after no new COVID-19 cases are detected at our workplace for a 14-day period.

### **Testing**

The Town of Discovery Bay CSD will provide testing at no cost or expense to the employee during working hours except for those not present during the outbreak period defined above. This testing will be done immediately after determination of an outbreak, and then again one week later; negative test results will not change the quarantine or health order status of any individual. Following these two tests, we will provide continuous testing to employees in the workplace during the defined outbreak period at least once a week, or more frequently if recommended by the Contra Costa Public Health Order. We will provide additional testing as required by the Division in accordance with any special order from Cal/OSHA.

### **Exclusion from the Workplace**

The following employees will be excluded from the workplace during an outbreak:

- Positive cases until return to work requirements are met.
- Employees that have been exposed to COVID-19 until 10 days after the last known exposure.

Employees excluded from work due to positive diagnosis or exposure but otherwise able and available to work will maintain their earnings, seniority, and all other rights and benefits. Information on available benefits will be provided at the time of exclusion.

### **Workplace Investigation, Review, and Hazard Correction**

We will investigate all workplace illness to determine potential factors in the workplace that could have contributed to the COVID-19 outbreak. Additionally, we will review our relevant COVID-19 policies, procedures, and controls and we will implement changes needed to prevent further virus spread.

All investigations and reviews will be documented to include:

- Investigation of new or continuing COVID-19 hazards.
- Review of our leave policies and practices, including whether employees are discouraged from staying home when sick.
- Review of our COVID-19 testing policies.
- Investigation of the sufficiency of outdoor air.
- Investigation of the sufficiency of air filtration.
- Investigation into feasibility of physical distancing.

These reviews will be updated every 30 days that an outbreak continues with new information, new or previously unrecognized COVID-19 hazards, or as necessary. We will make changes based on

investigations and reviews to reduce the spread of COVID-19 and consider such actions as moving work tasks outdoors, allowing employees to work remotely, increasing outdoor air supply to our indoor workplaces, improving air filtration to the highest MERV rating compatible with our air handling system, increasing physical distancing as much as possible, providing respiratory protection, or other possible control measures.

### **Notifications to the Contra Costa Health Services**

As soon as possible but at least within 48-hours of knowledge, Human Resources will notify SDRMA when there are three or more COVID-19 cases. We will work with under the Contra Costa Public Health Order to carry out contact tracing and follow all recommendations including temporary closure of our business if advised. We will provide Contra Costa Public Health the total number of cases and for each case the following:

- Name
- Contact information
- Occupation
- Workplace location
- Business address
- Hospitalization and/or fatality status
- North American Industry Classification System (NAICS) code of the workplace
- Any other information requested

We will continue to update Contra Costa Public Health with additional case information during the outbreak period until there have been no detected COVID-19 cases for 14 days.

### **COVID-19 Hazard Correction**

In addition to the engineering controls, administrative controls, and PPE provisions of our COVID-19 Prevention Program, we will do the following:

- Evaluate the benefits that portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, may offer in reducing the risk of transmission and implementing wherever possible.
- Evaluate the need for respiratory protection or changes to current respiratory protection in use. Any respiratory use will be in accordance with [8CCR5144](#).
- Implement any other control measures necessary by the issuance of an Order to Take Special Action by the Division in accordance with [8CCR332.3](#).

## APPENDIX B — SAFETY COMMITTEE CHARTER

COMMITTEE NAME	SPONSOR	TEAM LEADER	TEAM MEMBERS
The Town of Discovery Bay Safety Committee	General Manager	Human Resources	Safety Coordinators as identified in the Injury and Illness Prevention Program
Meeting Times/Location:	Third Wednesday of each month at 10:30 PM in the Town Hall.		
Purpose	<p>To help insure a safe and healthful workplace and compliance with federal, state, and local safety regulations through participation in:</p> <ul style="list-style-type: none"> <li>▪ Monthly safety committee meetings per CCR, 8 3203, (c) et. al.</li> <li>▪ Review quarterly safety inspections to help identify and correct hazards</li> <li>▪ Injury and illness investigations to evaluate cause of injury and corrective action to prevent recurrence</li> <li>▪ Communication between employees and management</li> <li>▪ Schedule and review employee safety training</li> </ul>		
Scope/Authority	<ul style="list-style-type: none"> <li>▪ Provide advice and input to individual departments on safety matters</li> <li>▪ Ensure that all employees are provided with a safe and healthy workplace</li> <li>▪ Identify and discontinue unsafe practices and/or use of unsafe equipment</li> <li>▪ Schedule required safety training</li> <li>▪ Recommend corrective actions to address safety hazards</li> <li>▪ Serve as communications conduit between employees and management on safety concerns</li> </ul>		
Success Criteria	<ul style="list-style-type: none"> <li>▪ Compliance with safety regulations and receive no OSHA citations.</li> <li>▪ Provide regularly scheduled employee safety training</li> <li>▪ Fewer accidents and injuries</li> <li>▪ Establishment of required safety programs</li> <li>▪ Improved feedback regarding employees' sense of safety and well-being</li> </ul>		
Decision-Making Process	<ul style="list-style-type: none"> <li>▪ Strive for consensus; majority vote by area safety coordinators present to pass on recommendations or take action. Roberts Rules of Order will be loosely followed.</li> </ul>		
Product(s)	<ul style="list-style-type: none"> <li>▪ Develop written safety programs in compliance with CCR, 8.</li> <li>▪ Provide safety training and recordkeeping</li> <li>▪ Produce quarterly periodic inspections reports</li> <li>▪ Respond to employee safety concerns and/or suggestions</li> </ul>		
Decision Communication	<ul style="list-style-type: none"> <li>▪ Agenda and minutes of meetings to members and posted at employee worksites</li> <li>▪ Use of internal and external communication tools to disseminate major actions</li> </ul>		
Evaluation	<ul style="list-style-type: none"> <li>▪ Annual review by the Safety Committee and Management on committee effectiveness.</li> </ul>		

## APPENDIX C — DEPARTMENT SAFETY COORDINATORS

DEPARTMENT	EMAIL
Administration	<a href="mailto:dbreitstein@todb.ca.gov">dbreitstein@todb.ca.gov</a>
Human Resources	<a href="mailto:lcueva@todb.ca.gov">lcueva@todb.ca.gov</a>
Parks & Recreation	<a href="mailto:mgallo@todb.ca.gov">mgallo@todb.ca.gov</a>
Water & Wastewater	<a href="mailto:agoldsworthy@todb.ca.gov">agoldsworthy@todb.ca.gov</a>
Lighting & Landscaping	<a href="mailto:bengelman@todb.ca.gov">bengelman@todb.ca.gov</a>

DRAFT



**APPENDIX D — INSPECTION AND CORRECTION FORM**

# The Town of Discovery Bay

## Safety Inspection

**DATE:** \_\_\_\_\_

**INSPECTION CONDUCTED BY:** \_\_\_\_\_

The following are violations of Cal/OSHA regulations, California Fire Code, California Building code, other standards, or are hazardous conditions that may cause injury or illness to employees at the Town of Discovery Bay, or possibly cause negative environmental impact, or interrupt the Town of Discovery Bay’s ability to do business. These conditions require corrective action to ensure a safe and healthful workplace for employees and employer.

Findings which may not be directly traceable to an enforceable code or regulation are given in italics. Note that failure to abate these hazards may still put the Town of Discovery Bay at risk of injury and/or loss, civil litigation, citation under the General Duty Clause (California Labor Code Section 6400), or other action.

*For explanation of Risk Assessment Codes see the last page.*

ITEM #	FINDING(S)	RISK RATING	ASSIGNED TO <i>or</i> WORK ORDER #	DATE FIXED	INITIALS

The following items were previously identified and still need to be resolved.

ITEM #	FINDING(S)	RISK RATING	ASSIGNED TO <i>or</i> WORK ORDER #	DATE FIXED	INITIALS

Please initial and date corrections as they are completed.

**RISK ASSESSMENT CLASS**

**Class 1 - Critical** (may cause death, serious injury, significant environmental impact, or substantial financial losses) and/or is likely to occur soon.

**Class 2 - Serious** (may cause injury, occupational illness, or environmental or property damage) and/or probably will occur in time.

**Class 3 - Minor** (probably would not affect personnel or environmental safety or health, but is a violation of specific criteria).

**APPENDIX E — RECORDS RETENTION REQUIREMENTS**

<b>RECORD</b>	<b>MINIMUM RETENTION (YRS)</b>	<b>CODE CITATION</b>
Workplace inspections	1	8CCR3203(b)(1)
Training records (see below for exceptions)	1	8CCR3203(b)(2)
Safety committee meeting records	1	8CCR3203(c)(2)
Accident investigation records	None	
OSHA300, 300A, 301	5	8CCR14300.33
Employee medical records	Termination of employment + 30 yrs.	8CCR3204(d)(1)(A)
Employee exposure records (includes all workplace monitoring data, MSDSs, Chemical inventories)	"At least" 30 yrs.	8CCR3204(d)(1)(B)
Bloodborne Pathogens Training	3	8CCR5193(h)(2)(B)
Sharps injury log	5	8CCR5193(h)(3)
Hazardous waste manifest receipts	3	HSC25160.2(b)(3) & (4)
Asbestos training records	Termination of employment + 1 year	8CCR1529(n)(4)
Notification of identification, location and quantity of asbestos	Duration of ownership of building; must be transferred to new owner	8CCR1529(n)(6)
Noise exposure measurements	2	8CCR5100(d)(1)
Audiometric test records	Duration of employment	8CCR5100(d)(2)
Maintenance of fire extinguishing systems	5	19CCR904.1(b)
Fire Alarm systems acceptance tests & as-builts	Life of system	NFPA 72, 7-5.1
Fire Alarm systems annual maintenance, inspection & testing	1 year past next test (e.g., 2 years)	NFPA 72, 7-5.2.1
Fire Sprinkler Maintenance & Service Reports	5 yrs.	19 CCR 904.1 & 904.2
Fire Sprinkler Maintenance & Service Reports	1 year past next test (e.g., 2 years)	NFPA 25, 4.3.5
Reports of testing on mechanical ventilation systems such as fume hoods	5 yrs.	8 CCR 5143
Reports of testing on HVAC systems for building ventilation	5 yrs.	8 CCR 5142(b)(2)

APPENDIX F — TOOLBOX MEETING RECORD

# Toolbox Safety Meeting Report

DATE
DEPARTMENT/SHOP
MEETING LEADER (print)
MEETING LEADER (signature)
<b>TOPIC DISCUSSED</b>

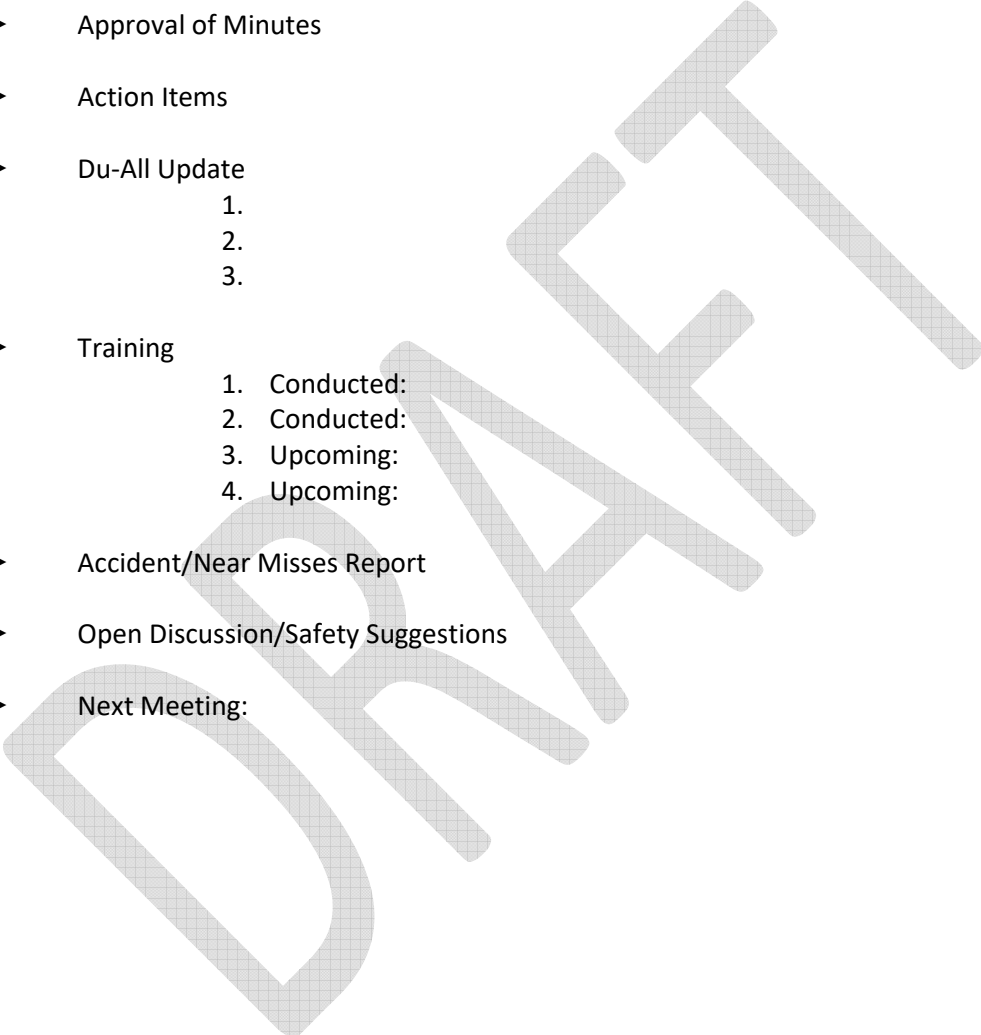
<i>Personnel in Attendance</i>	
Employee Name (print clearly)	Employee Signature

APPENDIX G — MASTER AGENDA

Town of Discovery Bay Safety Committee Agenda
DATE
TIME

**Agenda Topics**

- ▶ Approval of Minutes
- ▶ Action Items
- ▶ Du-All Update
  - 1.
  - 2.
  - 3.
- ▶ Training
  1. Conducted:
  2. Conducted:
  3. Upcoming:
  4. Upcoming:
- ▶ Accident/Near Misses Report
- ▶ Open Discussion/Safety Suggestions
- ▶ Next Meeting:



**APPENDIX H — SAFETY SUGGESTION FORM**



**SAFETY SUGGESTION FORM**

**This form is for use by employees who wish to make suggestions or report an unsafe condition or practice.**

Area of Unsafe Condition or Action: \_\_\_\_\_

What Unsafe Condition or Action Did You See? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What Do You Think Might Have Caused This? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How Would You Suggest Improving Safety? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has This Been Reported to the Safety Coordinator? \_\_\_\_\_

Name (optional): \_\_\_\_\_ Date: \_\_\_\_\_

THE TOWN OF DISCOVERY BAY ENCOURAGES EMPLOYEES TO PARTICIPATE IN COMMUNICATIONS INVOLVING SAFETY.

THE TOWN OF DISCOVERY BAY WILL INVESTIGATE EVERY SUGGESTION AND ADVISE THE EMPLOYEE OF THE RESPONSE IN A TIMELY MANNER.

**Anonymous Suggestions: A response will be written and posted on the safety bulletin Board.**

**APPENDIX I — NEW HIRE ORIENTATION CHECKLIST**

**Safety Program & Training Checklist**

*For all employees: at hire, transfer and annual performance review*

Employee Name: \_\_\_\_\_

Hire/Review Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department/Division/Unit: \_\_\_\_\_

*Initial and date each item when completed, updated and reviewed*

**Injury and Illness Prevention Program (IIPP):**

- \_\_\_\_\_ Identify the Safety Coordinator and review the coordinators duties
- \_\_\_\_\_ Review the safety inspection and accident investigation procedures
- \_\_\_\_\_ Review avenues of safety communication
- \_\_\_\_\_ Review the safety discipline procedures (if not compliant with regulations, etc.)
- \_\_\_\_\_ Review of Codes of Safe Practices specific to the employee's area
- \_\_\_\_\_ Identification of necessary employee training on specific equipment:
  - \_\_\_\_\_ Spill Equipment, Forklift, Respirator, Lifts, Power Tools, etc.

**Personal Protective Equipment (PPE):**

- \_\_\_\_\_ PPE Hazard Assessment (what to wear, how to properly use, limitations, etc.)

Provided: \_\_\_\_\_

**Hazardous Materials:**

- \_\_\_\_\_ Review the Hazard Communication program and chemical inventory
- \_\_\_\_\_ Review Material Safety Data Sheets (MSDS) and locations(s)
- \_\_\_\_\_ Review labeling requirements and the NFPA placard numbering system
- \_\_\_\_\_ Review how to safely handle chemicals on site
- \_\_\_\_\_ Review the spill procedures and spill equipment (location, etc.)
- \_\_\_\_\_ Review what to do in the event of an emergency or exposure
- \_\_\_\_\_ HAZWOPER Training
- \_\_\_\_\_ Emergency Response Program and Drills

**Fire and Evacuation:**

- \_\_\_\_\_ Review the primary and secondary evacuation routes
- \_\_\_\_\_ Review evacuation relocation area
- \_\_\_\_\_ Review evacuation Do's and Don'ts
- \_\_\_\_\_ Drill procedures
- \_\_\_\_\_ Plant Emergency Plan and Contact Phone Numbers

**Fleet & Equipment Program**

- \_\_\_\_\_ Commercial/Non-Commercial Driver License(s) & Certification
- \_\_\_\_\_ Pre & Post Trip Vehicle Inspection: (Training, Defensive Driving, Documentation, etc.)
- \_\_\_\_\_ Seatbelt Use & Requirements
- \_\_\_\_\_ Radio, Cell Phone Use & Requirements
- \_\_\_\_\_ Vehicle Accident Process & Reporting
- \_\_\_\_\_ Equipment Specific Training & Refreshers \_\_\_\_\_

**Emergency Response:**

- \_\_\_\_\_ NIMS/SEMS 100, 200, 300, 700, 800, etc.

**Safety Programs & Training:** (Identify as required for specific job classification/title)

- \_\_\_\_\_ Knowledge, Awareness & Use of all City/Plant Policy/Procedures/Instructions, etc.
- \_\_\_\_\_ Asbestos Awareness Safety Training
- \_\_\_\_\_ Bloodborne Pathogens Program & Training
- \_\_\_\_\_ Confined Space Program/Permit and Entry/Rescue Training & Certification
- \_\_\_\_\_ Driver Safety, Defensive Driving Training
- \_\_\_\_\_ Electrical Safety Program & Training (Non-Electrician & Electrician NFPA 70E)
- \_\_\_\_\_ Ergonomics & Back Safety Training
- \_\_\_\_\_ Fall Protection Program & Training
- \_\_\_\_\_ Fire Extinguisher Training
- \_\_\_\_\_ First Aid/CPR/AED Certification Training
- \_\_\_\_\_ Tree Work & Climbing Safety Training
- \_\_\_\_\_ Forklift Safety Training
- \_\_\_\_\_ Hazard Communication Program & Training
- \_\_\_\_\_ Hazardous Materials Program & Safety Training
- \_\_\_\_\_ Hazardous Waste Operations First Responder Certification (8 hour)
- \_\_\_\_\_ Hearing Conservation Program, Training & Annual Audiometric Testing
- \_\_\_\_\_ Heat Stress & Illness Program & Training
- \_\_\_\_\_ Ladder & Scaffold Safety Training
- \_\_\_\_\_ Lockout/Tagout Program & Training (Equipment Specific Procedures)
- \_\_\_\_\_ Respiratory Protection Program, Medical Evaluation, FIT Testing & Training
- \_\_\_\_\_ Hotwork Program/Permit & Welding Safety Training
- \_\_\_\_\_ Emergency Action Plan
- \_\_\_\_\_ Concrete/Masonry Grinding Safety Training & Program/COSP/SOP
- \_\_\_\_\_ Accident Investigation Training
- \_\_\_\_\_ IIPP Program, Training
- \_\_\_\_\_ Additional Safety Training or Certification (s) identified as required: \_\_\_\_\_

Specific area equipment & safety rules reviewed: \_\_\_\_\_

**Add additional pages as needed to comply with all regulations and as identified on the Training Matrix.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX J — Safety Training Matrix

Town of Discovery Bay

SAFETY TRAINING MATRIX		1. Administration	2. Landscaping	3. Recreation	Water (Veolia)	Wastewater (Veolia)	4. Building Maintenance	5. Pool Maintenance	6. Lifeguards
Bloodborne Pathogens – 8 CCR 5193	AT,W	X	X	X	X	X	X	X	X
Confined Space - 8 CCR 5157-5158	I,AO,W				X	X			
CPR/AED - 8 CCR 3400	B	X	X	X	X	X	X	X	X
Fire Extinguisher (Portable) - 8 CCR 6151	AT	X	X	X	X	X	X	X	X
First Aid - 8 CCR 3400	B	X	X	X	X	X	X	X	X
Hazardous Waste Management - 22 CCR 66264.16	AT					X			
Hearing Conservation - 8 CCR 5095	AO,AT,W		X		X	X	X		
Heavy Equipment (Earth Moving) - 8 CCR 3664	AT		X		X	X	X		
Lockout Tagout - 8 CCR 3314 & 2320	AO,I,W		X		X	X	X		
Pesticide Handler - 3 CCR Division 6	AT, W		X						
Respiratory Protection - 8 CCR 5144	AO,AT,I,W		X		X	X	X	X	
Accident Investigation - 8 CCR 3203	J	X							
Back Safety - 8 CCR 3203	J	X	X	X	X	X	X	X	X
Defensive Driver Safety - 8 CCR 3203	J	X	X	X	X	X	X	X	X
Electrical Safety - High Voltage - 8 CCR 2700-2989	I				X	X			
Electrical Safety - Low Voltage - 8 CCR 2299-2599	I				X	X			
Elevating Work Platforms (Aerial Lift/Boom Lift) - 8 CCR 3638 & 3648	I		X		X	X	X		
Emergency Action Plan - 8 CCR 3220	I,W	X	X	X	X	X	X	X	X
Ergonomics - 8 CCR 5110	J	X							
Fall Protection - 8 CCR 1669 - 1678, 3210	I,W		X		X	X	X		
Forklift & Powered Industrial Trucks - 8 CCR 3668	I,C				X	X	X		
Hazard Communication GHS - 8 CCR 5194	I, W		X		X	X	X	X	
Heat Illness Prevention - 8 CCR 3395	I, W	X	X	X	X	X	X	X	X
Hot Work - 8 CCR 4848	I, W				X	X	X		
Injury & Illness Prevention Program - 8 CCR 3203	W	X	X	X	X	X	X	X	X
Machine Tool Safety - 8 CCR 3203	I				X	X	X		
Personal Protective Equipment - 8 CCR 3380-3385	I, W		X	X	X	X	X	X	
Poison Oak & Bug Bites - 8 CCR 3203	I		X	X	X	X	X		X
Portable Ladder Safety - 8 CCR 3276	I		X	X	X	X	X		
Power Lawn Mowers - 8 CCR 3563	I		X						
Safety for the Veteran Employee - 8 CCR 3203	J		X	X	X	X	X	X	
Safety Responsibilities for Supervisors - 8 CCR 3203	J								
Traffic Control and Flagger Safety - 8 CCR 1598 & 1599	I		X		X	X	X		
Workplace Violence - 8 CCR 3203	J	X	X	X	X	X	X	X	X





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June 15, 2022

**Prepared By:** Michael R. Davies, Interim Assist. General Manager  
**Submitted By:** Michael R. Davies, Interim Assist. General Manager

### Agenda Title

Discussion and Possible Action Regarding Adopting Resolution No. 2022-23: In Support of Ensuring the Health and Sustainability of the Sacramento-San Joaquin Delta.

### Recommended Action

Adopt Resolution No. 2022-23 In Support of Ensuring the Health and Sustainability of the Sacramento-San Joaquin Delta.

### Executive Summary

Contra Costa County has extended an invitation to executive staff and board members to attend a "Delta Counties' Water Summit" ("Summit") on June 24, 2022, 9:00am to 11:00am. The main theme of the Summit is a call to action to reject the Tunnel/Delta Conveyance Project and to support better alternatives. Attendance at the Summit may be done in-person in Sacramento or online. Registration is required by Wednesday, June 22, 2022. Information concerning the Summit is attached.

Contra Costa County has also joined the Delta Counties Coalition ("DCC") to collectively articulate their mutual interests on issues concerning the Sacramento-San Joaquin Delta from the perspective of the Delta region itself and from the people who call the Delta home. These counties are Contra Costa, San Joaquin, Sacramento, Solano and Yolo.

Attached is Draft Resolution No. 2022-23 in support of the efforts of Contra Costa County and the DCC. If adopted, a copy will be sent to the DCC coordinator.

### Previous Relevant Board Actions for This Item

### Attachments

1. Draft Resolution No. 2022-23
2. Delta Counties Water Summit Information

AGENDA ITEM: F4



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2022-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
IN SUPPORT OF ENSURING THE HEALTH AND SUSTAINABILITY  
OF THE SACRAMENTO-SAN JOAQUIN DELTA**

**WHEREAS**, the Sacramento-San Joaquin Delta is the largest estuary on the Pacific Coast of the United States and includes major eastside tributaries that account for nearly half the snowmelt and runoff of the entire state. Located east of the San Francisco Bay and Suisun Marsh at the confluence of the Sacramento-San Joaquin Rivers, the Delta stretches inland to encompass an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees creating one of the country's most productive agricultural regions; and

**WHEREAS**, the Delta is also habitat for hundreds of plant and animal species providing crucial habitat for fish and wildlife. In addition, the Delta with its legacy Communities is a popular boating and recreation area, which supports a fishery for both recreational and commercial purposes. Eight percent of the State's commercial fishery species either live in or migrate through the Delta; and

**WHEREAS**, the Delta is also the hub of California's State and Federal water storage and delivery system with water exports made to agricultural and urban users in the Bay Area, Silicon Valley, San Joaquin Valley, the Central Coast, and Southern California; two-thirds of California relies on the Delta for some portion of their drinking water. Additionally, over 7 million acres of farmland in the San Joaquin Valley are irrigated in part by water conveyed through the Delta, contributing to California's multi-billion dollar agriculture industry, which produces half the nation's fruits, nuts, and vegetables, and twenty percent of the nation's dairy products; and

**WHEREAS**, many people living in the California Delta depend on the Delta for drinking water, water for irrigation and livestock, industrial uses, and habitat, recreation. The Delta is also essential to the shipment of goods from inland ports over highways and

railways crisscrossing the Delta. The Delta also contains natural gas fields, electrical transmission and conveyance facilities; and

**WHEREAS**, the state has, among other things, proposed large-scale changes to the Delta's water conveyance system, water rights and water management statewide and many other aspects related to the Delta; and

**WHEREAS**, there are many parties making policy in and around the Delta, including the State of California and United States Federal Government, making the need for local voices in the Delta essential; and

**WHEREAS**, the Delta Counties Coalition (DCC) Counties and other local agencies in and around the Delta have raised significant concerns with large-scale isolated conveyance projects proposed by Federal and State entities that could have far reaching negative impacts to the Delta; and

**WHEREAS**, Large portions of the Delta Primary Zone and portions of the Delta Secondary Zone (per the Delta Protection Act) are located in or are near the Town of Discover Bay; and

**WHEREAS**, the Counties of Contra Costa, Sacramento, San Joaquin, Solano, and Yolo have joined together in a coalition, identified as the Delta Counties Coalition (DCC), to collectively articulate their mutual interests on issues concerning the Sacramento-San Joaquin Delta from the perspective of the Delta region itself and from the people who call the Delta home, who best understand the tremendous resources the Delta represents; and

**WHEREAS**, the DCC has identified a need for joint action and advocacy among local governments in the region in various areas of mutual interest on Delta related issues; and

**WHEREAS**, since 2008 the DCC has given a strong local voice to the Delta pursuing three goals:

1. Protect and enhance Delta Communities
2. Improve water quality and Delta ecosystem
3. Provide a more reliable water supply for the state to increase water through sustainable approaches and reduce reliance on the Delta; and

**WHEREAS**, in pursuit of these three goals, the DCC and its partners advocate for statewide water solutions that includes water system operation improvements, increased regional self-reliance, adequate levee maintenance and improvements, increased water

storage, water reuse and recycling, stormwater capture, and restoration that includes good neighbor policies in the Delta; and

**WHEREAS**, The DCC has advocated for and advanced initiatives in pursuit of its goals including pursuing funding for commercial abandoned and derelict vessel removal, invasive species control, levee improvements, and water supply regional self-sufficiency, all of which are positive ways to spend limited resources; and

**WHEREAS**, The State of California has been pursuing an isolated Delta conveyance since the 1940s under many titles including the Peripheral Canal, Bay Delta Conservation Plan, California WaterFix, and Delta Conveyance Project; and

**WHEREAS**, an isolated delta conveyance (water conveyance that involves intakes on the Sacramento River and pipelines or canals to take that water to the South Delta or beyond), including the State's currently proposed Delta Conveyance Project, removes freshwater flow through the Delta that is needed to maintain the many beneficial uses of water within and near the Delta. Construction and operation of any isolated Delta conveyance project is not consistent with DCC principles; and

**WHEREAS**, an isolated Delta conveyance has potential adverse impacts on the Delta and its legacy communities, without any offsetting benefits, including, but not limited to, construction related impacts (traffic, road degradation, noise, water availability, recreation and air quality) over an estimated 14-year construction period, as well as permanent land use and agricultural impacts, economic impacts, water quality impacts, biological impacts and cultural and historical site impacts; and

**WHEREAS**, an isolated Delta conveyance has a high cost compared to other available alternatives to improve statewide water supplies and would use limited resources that could be better spent on other projects that would improve levees, increase water storage, water reuse and recycling and stormwater capture and other means to increase regional water self-sufficiency, among other possible projects. An isolated Delta conveyance would cause negative impacts to users within and north of the Delta, while benefiting only those water users outside the Delta by increasing export pumping capacity; and

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the Town of Discovery Bay Community Services District supports Contra Costa County and the DCC goals as stated herein, to ensure the health

and sustainability of the Sacramento-San Joaquin Delta, this includes opposing an isolated Delta conveyance in any form including under the current title of Delta Conveyance Project.

SECTION 2. That the Town of Discovery Bay Community Services District supports Contra Costa County and the DCC position that the management of the Sacramento-San Joaquin River Delta and greater Bay Delta Estuary must:

- a) Protect and improve water quality and water quantity in the Delta region and maintain appropriate Delta outflow for a healthy estuary;
- b) Protect the existing water right priority system and legislative protections established for the Delta;
- c) Respect and safeguard Delta Counties' responsibilities related to land use, water resources, flood management, tax revenues, public health and safety, economic development, agricultural stability, recreation, and environmental protection in any projects, policies, or operations;
- d) Represent and include local government in any governance structures for the Delta;
- e) Protect, enhance, and preserve the Delta's agricultural economic viability, the ongoing vitality of its communities, and its historical significance;
- f) Support rehabilitation, improvement, and maintenance of levees throughout;
- g) Support the Delta pool concept, in which the common resource provides quality freshwater supply to all Delta users, requiring mutual responsibility to maintain, restore, and protect the common resource;
- h) Support immediate improvements to through-Delta conveyance;
- i) Require that any water conveyance plan for the Delta is aligned with these principles and supported by clearly demonstrated improvement to the entire state's water management;
- j) Protect and restore the Delta ecosystem and provide for a healthy estuary in perpetuity by ensuring adequate water supply and quality, enhancing Delta fisheries, and managing or eradicating invasive species;
- k) Include the study and implementation of storage options, sustainable groundwater management and conjunctive use, conservation, recycling, reuse, and regional self-sufficiency as part of an improved statewide flood management and water supply system, which will reduce reliance on the Delta as called for in the Sacramento-San Joaquin Delta Reform Act of 2009;

- l) Support conservation actions aligned with these principles and the habitat plans and programs of each Delta County.

SECTION 3. That this action is effective immediately.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY of June 2022.

---

Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on June 15, 2022, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Dina Breitsstein  
Board Secretary



**SAVE THE DATE**  
**JUNE 24, 2022**  
9:00 A.M. – 11:00 A.M.

# DELTA COUNTIES' WATER SUMMIT

## California Needs A Fresh Start for its Water Future, Not the Delta Tunnel

Please join the Delta Counties Coalition (DCC) (elected officials from Contra Costa, Sacramento, San Joaquin, Solano and Yolo counties) to learn about the State's controversial Delta Tunnel Project, its impact beyond the Delta, why it matters to your jurisdiction and to instead promote statewide water solutions that benefit all communities. The in-person and on-line summit will be held on Friday, June 24, 2022 from 9:00 a.m. – 11:00 a.m., in Sacramento or online.

**[RSVP Here!](#)**

This summer, the draft environmental review documents for the State's Tunnel/Delta Conveyance Project will be released for public review. This project would involve over a decade of construction, and would divert up to 6,000 cubic feet per second from the Sacramento River, dramatically reducing freshwater flows through the Delta. This would have negative impacts on the health of the estuary, local communities, Delta recreation and fish and wildlife. As communities, businesses and farms throughout the state seek more reliable water supplies, California needs sustainable and cost-effective solutions, not a massive \$16 billion-dollar plus Tunnel/Delta Conveyance Project that won't add a single drop of new water to the system. This summit will be a forum to respond as a region to the State's Tunnel proposal and work toward more resilient and equitable water portfolio alternatives that don't create a sacrifice zone in the Delta.

**The event will focus on:**

- The irreplaceable values of the Delta, both locally and as a component of California's overall water system.
- Overview of Tunnel/Delta Conveyance Project and the negative impacts it would have on regional communities and the environment.
- Discussion of Tunnel alternatives that would provide sustainable, affordable and unifying statewide water solutions.
- Call to action for participants to reject the Tunnel/Delta Conveyance Project and to support better alternatives.

**Date/Time:**

Friday, June 24, 2022  
9:00 a.m. – 11:00 a.m.

**In-person Location:**

Sacramento County Board of Supervisors Chambers  
700 H Street, 1st Floor, Sacramento, CA 95814

**On-line Zoom link available upon registration.**

**Please RSVP by Friday, Wednesday, June 22nd**

For more information, contact DCC Coordinator, Natasha Drane, at [dranen@saccounty.gov](mailto:dranen@saccounty.gov) or 916-874-4627.

We encourage your involvement in this important summit and look forward to your participation on June 24th.



**Delta Counties Coalition**

Contra Costa County · Sacramento County · San Joaquin County · Solano County · Yolo County

*"Working together on water and Delta issues"*





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

June, 15 2022

**Prepared By:** Gregory Harris, District Wastewater Engineer  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action to Award and Authorize the General Manager to Execute any and All Contracts for the Construction of the Diffuser Project.

### Recommended Action

- a) Reject proposals for construction of the outfall diffuser project. Received bids were as follows.
  1. The Dutra Group - \$1,907,000
  2. Power Engineering Construction Inc. - \$1,027,000
  3. Engineers Estimate - \$ 550,000
- b) Authorize Staff to attempt repairs of the existing diffuser rather than replacement of the diffuser at a budget not to exceed \$200,000.
- c) Authorize the General Manager to Execute any and all new contracts recommended by Staff up to \$200,000.
- d) Authorize the General Manager to cancel or modify contracts previously approved by the Board for the prepurchase of certain diffuser pieces. Total value of all prepurchase contracts approved by the Board was \$134,270.89.

### Executive Summary

The Town's wastewater effluent leaving Treatment Plant No. 2 is pumped approximately one mile to Old River where it is discharged through diffusers with multiple diffuser ports to mix the effluent into Old River. The diffuser was constructed in December 2004 to comply with a previous Notice of Violation by the Regional Water Quality Control Board.

A diver was hired to inspect the diffuser in 2013. The inspection report indicated several of the diffuser ports are missing and a portion of the diffuser has become plugged and no longer operates properly. During startup of the filtration project, testing of the effluent pump station showed the pump station can no longer pump 4 million gallons per day (MGD) of flow to Old River. 4.3 MGD is the design flow of the pump station and was demonstrated when the pump station was tested in 2004 after the diffuser install. The capacity of the effluent filtration and UV system is 4 MGD and the effluent pump station needs to be able to pump at least that much flow for the plant to properly handle peak wastewater flows. The most likely cause of the poor performance of the export pump station is the plugged diffuser.

Based on this information, the Town previously hired Advisian to prepare a report on options and costs to repair the diffuser. This report was completed in June 2018. From this report, Option 4 to replace the diffuser in place with a larger header pipe was selected as the best alternative going forward by Town Staff. The Town set a CIP item 7012 at a budget cost of \$500,000 for the permits, engineering, and construction of the diffuser repairs.

In August 2019, the Town again hired Advisian to prepare environmental reports and CEQA documents for the repair of the diffuser system. In October 2020, the Town hired Advisian to prepare plans and specifications for replacement of the diffuser.

On April 20, 2022, the Town authorized prepurchase of certain diffuser pieces from four different vendors for a total amount of \$134,270.89. This was done to have these pieces on hand in sufficient time prior to Construction

In the 5-18-2022 Board Meeting, the Board was notified of the following:

1. The Town has been out to bid for the Diffuser Replacement Project.
2. Bids were due Friday May 6 at 2 pm.
3. No bids were received by the Town.
4. Staff was now proceeding under Section II.b of Policy 11 of the Town's purchasing policy to begin direct negotiations with at least 2 of the larger contractors to obtain a negotiated proposal for the project. This allowed an interactive approach between the Town and the Contractors to resolve questions and uncertainty on the project and to obtain valid proposals from the Contractors.
5. Valid proposals were expected to be completed by June 8.

Proposals to rebuild the existing diffuser were received from both the Dutra Group (\$1,907,000) and Power Engineering (\$1,027,000). The proposal from Power Engineering excluded some items that would have to be put back into the project. Most notably, a silt curtain that is required by the Army Corps and Fish and Game permits for the dredging needed to replace the diffuser. Therefore, proceeding with Power Engineering would still entail unknown increased cost to put back into their proposal items required by Town permits.

The cost of rebuilding the diffuser is more than double original estimates and is still not certain. Because of this, Staff has reassessed options for repair of the diffuser. Staff has done some preliminary investigation into options to repair the existing diffuser and make it more friendly to maintenance in the future. This included discussions with one of the commercial divers for diver only repair of the diffuser. The general repair approach would be as follows:

1. Use the Contractor from the Denitrification Project (Anderson) to install a wye cleanout on the existing diffuser pipe.
2. Use the Town Vac truck, or rent a vac truck, to suck out the plugged diffuser. This may require purchase of extra long or specialty hoses. These hoses would be retained on site for future repairs.
3. Hire a dive team to:
  - a. Investigate the current state of the diffuser and determine the number of missing or failed diffusers. The last dive inspection showed 5 locations.
  - b. Hand excavate to expose each diffuser and attach a new diffuser at that location.
  - c. Hand backfill on top of the pipe.
  - d. Make any other needed under water repairs.

The total cost for the repairs in this manner will not be known until we do the work. However, based on our preliminary investigation, Staff is setting a budget of \$200,000 and believes this is a reasonable budget given that we are only repairing the diffuser and not replacing it. Staff would come back to the Board if something

develops that would change this budget amount. An example of a potential issue is we are unable to find a vac truck with long enough hoses or a vac truck is unable suck the mud out of the diffuser. In such an event, Staff would reassess and come back to the Board with recommendations.

For all work Staff would negotiate directly with known vendors for pricing if each element of the repairs.

Given the excessive cost of replacing the diffuser, Staff is now recommending rejecting submitted proposals for replacement of the diffuser and proceeding with repair of the diffuser as outlined above.

**Previous Relevant Board Actions for This Item**

- Authorization for construction of outfall diffuser in 2004,
- Authorization to hire Advisian to prepare a diffuser report October 2017.
- Authorization to hire Advisian to prepare the permits for the diffuser December 5, 2018.
- Authorization to hire Advisian to prepare CEQA Documents for the diffuser August 21, 2019.
- Authorization to hire Advisian to prepare plans and specs for the diffuser October, 2020.
- Authorization for prepurchase of certain diffuser pieces, April 20, 2022.

**Fiscal Impact:** Yes  
**Amount Requested:** \$200,000  
**Sufficient Budgeted Funds Available?:** Yes  
**Prog/Fund # Category:** CIP for Diffuser Project.

**Attachments**

1. Proposal from the Dutra Group
2. Proposal from Power Engineering Inc.

**AGENDA ITEM: F5**

TECHNICAL SPECIFICATIONS

FOR

**TOWN OF DISCOVERY BAY  
CALIFORNIA  
SEWAGE TREATMENT PLANTS**

**WASTEWATER OUTFALL DIFFUSER  
REPLACEMENT PROJECT**

VOLUME 1 OF 2

PREPARED FOR

TOWN OF DISCOVERY BAY CALIFORNIA  
COMMUNITY SERVICES DISTRICT  
1800 WILLOW ROAD  
DISCOVERY BAY, CA 94505



**Advisian**  
Worley Group

Submitted By:



The Dutra Group  
2350 Kerner Boulevard, Suite 200 San  
Rafael, California 94901-5595  
Bid Date/Time: June 8, 2022 at 2 pm



**TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated April 2022, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within the total number of days specified in Section 1-33 of the General Conditions from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, the sum identifies in Section 1-23 of the General Conditions per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

No. 1 - 4/26/2022; No. 2 - 4/29/2022; No. 3 - 5/2/2022

(Write all addenda numbers received here)



Bid Item	Description	Estimated Qty	Unit	Bid Price per Unit	Total
1	Submittals, Bonds, Licenses, Permits, Fees, & Insurance not to exceed 4.5 % of bid price.	1	LS	N/A	\$
2	SWPP Permit, BMPs, and Erosion Control for Onshore work	1	LS	N/A	\$
3	Procurement of major components, including: concrete weights, , 2-in breakaway pipe, and 18-in HDPE pipe, including materials sufficient parts to build 4 spare riser pipe outlets, and delivery to contractor's fabrication site	1	LS	N/A	\$
4	Procurement of minor components, including: bolting materials, gaskets, flanges, threaded rod, HDPE flanges, including materials sufficient parts to build 4 spare riser pipe outlets, and delivered to contractor's fabrication site	1	LS	N/A	\$
5	Procurement and delivery of materials and supplies necessary for outfall diffuser fabrication and assembly. Note the following major components shall be pre-purchased by the Town due to expected long lead times: DeZurik Air Vacuum Valve, Tideflex Valves, 18x6-in pipe saddles. CONTRACTOR shall use these pre-purchased parts and provide the same guarantees and warranty period as if the CONTRACTOR purchased these parts themselves per line 26 below.	1	LS	N/A	\$
6	Outfall diffuser pipe and New Y-Clean-out assembly in-shop fabrication	1	LS	N/A	\$



7	Rental of butt-fusion welding machine and related equipment for outfall pipe fabrication	1	LS	N/A	\$
8	Mobilization for onshore work at Plant 2	1	LS	N/A	\$
9	Mobilization for offshore work: watercraft, dredging equipment, underwater tools, equipment, personnel	1	LS	N/A	\$
10	Onsite Dewatering, Continuous Operation, and Disposal of Water in Approved Manner	1	LS	N/A	\$
11	Temporary Facilities, Fences Roads, traffic control on levee road, and Protection of the Onshore Work	1	LS	N/A	\$
12	Onshore work at Plant No. 2: Removal of existing siphon breaker, preparation, and replacement with new air/vacuum valve (Profile/1003 )	1	LS	N/A	\$
13	Onshore work at Plant No. 2: Installation of Y-cleanout, pipe prep, welding, grinding; flush from Y-cleanout after work pipe work is complete (see line 19) (Profile/1003 and 5/1004)	1	LS	N/A	\$
14	Temporary boat barriers, warning systems, boat/barge traffic control at the Old River project area; Protection of the Offshore Work	1	LS	N/A	\$
15	Underwater Excavation. Removal, disposal, and testing (as required by the ENGINEER) of loose silty sand, silty clay overburden (Contract Drawing 3/1004)	1	LS	\$	\$



**TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

16	Underwater Excavation: Removal of existing granular backfill, stockpile for replacement, uncover the existing pipe. (Contract Drawing 1002)	3	Ea.	\$	\$
17	Underwater work: Uncouple all concrete weights, prep pipe for removal and disposal (Contract Drawing 1002)	3	Ea.	\$	\$
18	Underwater work: Removal and disposal of existing pipe from Sta 094 flange connection to end Sta 217.38 (Contract Drawing 1002)	3	Ea.	\$	\$
19	Cover and protect remaining steel pipe at open end Sta 094 <u>after flushing from onshore (see line 13)</u> (Contract Drawing Notes/1003)	1	LS	\$	\$
20	Remove and replace concrete weights CW7 through CW11 with weights containing 18-in pipe saddles (Contract Drawings 1002, 1003)	1	LS	N/A	\$
21	Prepare existing concrete weights CW1 through CW6 to receive 18-in replacement pipe	1	LS	N/A	\$
22	Install replacement 18-in pipe upon concrete weights, fasten concrete weights with specified bolting hardware	1	LS	N/A	\$
23	Fill replacement pipe from onshore using Plant 2 pump system	1	LS	N/A	\$
24	Testing of outfall diffuser, other specified tests, witnessing by Engineer and District Engineer	1	LS	N/A	\$
25	Demobilization and Project Closeout (minimum 1.0%)	1	LS	N/A	\$





26	5-Year All-Inclusive Warranty for Outfall Diffuser	1	LS	\$	\$
27	Startup of all Systems and Owner Training	1	LS	N/A	\$
28	Allowance for Owner Directed Work Not Part of Contract Work	1	LS	N/A	\$ 20,000.00
29	All Other Items of Work Specified or Indicated Elsewhere But Not Listed Above	1	LS	N/A	\$
30	Additional Cost for Providing safety equipment as Required By Section 6700-6708 of the Labor Code.	1	LS	N/A	\$
Total Bid: All bid items, inclusive of all work incidental thereto and connected therewith.					\$ \$1,907,000.00

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

one million, nine hundred and seven dollars

(amount in words)

\$ \$1,907,000.00

(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.



**Section 00700  
BID FORM**



**TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

The Dutra Group	Principals:
2350 Kerner Boulevard, Suite 200	Bill T. Dutra, C.E.O., President, Chairman / Harry K. Stewart, C.O.O.
San Rafael, California 94901-5595	Molly F. Jacobson, C.A.O., Secretary / Kevin W. Mohr, C.F.O.

---

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.



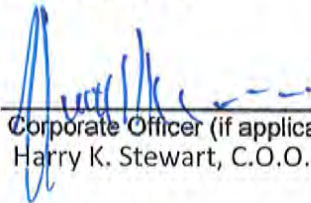
**TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

94-2278920  
Social Security Number  
or Federal Identification Number

The Dutra Group  
Signature of Individual or  
Corporate Name

295128 (Exp: 12/31/2023)  
Contractor's State License Number

By:   
Corporate Officer (if applicable)  
Harry K. Stewart, C.O.O.

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

By:

Harry K. Stewart  
(Name)

C.O.O.  
(Title)

2350 Kerner Boulevard, Suite 200  
(Business Address)

San Rafael, California 94901-5595  
(City and State)

415-258-6876  
(Phone Number)

hstewart@dutragroup.com  
(E-mail address)

Date June 8, 2022



Section 00200  
ACKNOWLEDGEMENT

TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



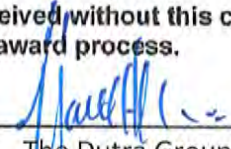
To ensure all bid materials were received, this Acknowledgement must be completed and returned in the bidder's sealed envelope for the Bid prior to **2:00 p.m. Friday, May 6, 2022**. This sheet acknowledges receipt of the following materials:

1. Notice Inviting Bids
2. Acknowledgement
3. Instructions for Bidders
4. Form of Agreement
5. General Conditions
6. California Public Contract Code Section 20104
7. Bid Form
8. List of Subcontractors
9. Bidder's Responsibility Statement
10. Non-Collusion Affidavit
11. Bid Guarantee
12. Contract Specifications **Volume 1 of 2 "Wastewater Outfall Diffuser Replacement Project" dated April 2022**
13. Drawings **Volume 2 of 2 "Wastewater Outfall Diffuser Replacement Project" dated April 2022**
14. Addenda(s) receipt(s) through No. 1, 2, 3, if applicable

In addition to the above materials, the Bidder acknowledges the following:

- 1) A Faithful Performance Bond and Labor & Material Bond are required for this project.
- 2) Liquidated damages in the amount of **\$1,000** a day will be assessed by the Owner for each day beyond the contract specified number of days that the project is not completed by the Contractor.
- 3) Names and phone numbers of references for a minimum of two (2) similar projects are to be provided with the bid.

**Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.**

Acknowledged by: 

Company: The Dutra Group

License No. 295128 (Exp: 12/31/20T23)

Bidder: The Dutra Group by Harry K. Stewart

Title: C.O.O.

Date: June 8, 2022



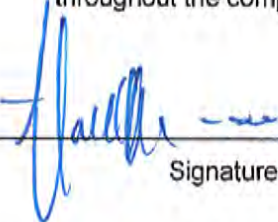
**DEPARTMENT of INDUSTRIAL RELATIONS and SB  
854 COMPLIANCE AFFIDAVIT**

In accordance with the California Labor Code as amended through Senate Bill SB 854, as a condition to bid on, be listed in a bid or perform work under a public works project, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For information regarding registration, please go to:

<http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

I, the Bidder, certify that:

"I am aware of the provisions of the Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I am registered and qualified to perform public work pursuant to Labor Code section 1725.5 and I will comply all applicable provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract."

  
\_\_\_\_\_  
Signature

Harry K. Stewart  
\_\_\_\_\_  
Print Name

C.O.O.  
\_\_\_\_\_  
Title

June 8, 2022  
\_\_\_\_\_  
Date

The Dutra Group  
\_\_\_\_\_  
Business Name

295128 (Exp: 12/31/2023)  
\_\_\_\_\_  
CSLB License Number

1000001577  
\_\_\_\_\_  
PWC Registration Number

**END OF SECTION**



**Section 00800**  
**LIST OF SUBCONTRACTORS**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



In Compliance with the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name, location of place of business, California contractor license number, DIR Registration number and description of work to be performed of each subcontractor who will perform work or labor or render service to the Contractor on or about the construction of the Work or improvement to be performed under these specifications and the portion of the Work which will be done by each subcontractor in an amount in excess of one-half of 1 percent of the bidder's Bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of 1 percent, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

*See Attachment*

1. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

2. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_



**Section 00800**  
**LIST OF SUBCONTRACTORS**  
 TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



4. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
 (Type & Trade) \_\_\_\_\_

5. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
 (Type & Trade) \_\_\_\_\_

6. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
 (Type & Trade) \_\_\_\_\_

7. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
 (Type & Trade) \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



1. SCOPE OF THIS STATEMENT

In order to allow the Town of Discovery Bay CSD to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The Town of Discovery Bay CSD shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the Town of Discovery Bay CSD shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the Town of Discovery Bay CSD shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the Town of Discovery Bay CSD harmless from any claim or litigation related to the Town of Discovery Bay CSD's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8, below.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for installation of underwater **wastewater outfall diffuser structures**?  
48 years.
- b. Prospective bidders shall demonstrate a minimum of five (5) years' experience in constructing projects of a similar size, complexity, and nature for installation of underwater **wastewater outfall diffuser structures**.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. COMPLETED WORK

Provide the requested information set forth below for at least two (2) most recent projects of similar size and scope completed during the past five (5) years.

- a. Project Name: Valero Benicia Wastewater Outfall  
 Project Description: Excavate a trench across a tidal flat to bury a 12" HDPE pipeline, assist with positioning and burying the pipe on tides using a barge. Subcontractor to Underwater Resources, Inc.  
 Contract Amount: \$841,705  
 Date Completed: 10/31/2020  
 Contact Person: Tom Belcher  
 Contact Person's Phone: 415-850-1877





**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



Project Name: Fish Screens Sherman and Twitchell Island

Project Description: Install new intake structures at 5 locations in the delta for DWR. Pile-supported intake structures on the levee and in the river with automatic fish screens.

Contract Amount: \$4.5M

Date Completed: 6/17/21

Contact Person: Garrett Hart

Contact Person's Phone: 916-539-8509

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

**4. CLAIMS HISTORY**

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? Yes
- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? No
- c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary). Please see attached document

Project Name: \_\_\_\_\_

Claim Amount: \_\_\_\_\_

Other Party Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Describe the claim(s) on a separate sheet (see Section 7, below).



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



**5. CONTRACT TERMINATION**

- a. Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five- (5) years? No. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

City/Client Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7 below).

**6. COMPLETION BY SURETY**

- a. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? No. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

Surety Contact Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7, below).

**7. ADDITIONAL PAGES**

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

Page 19 thru 23 (List Pages)

**8. PENALTY OF PERJURY**

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.



Section 00900

BIDDERS RESPONSIBILITY STATEMENT  
TOWN OF DISCOVERY BAY CALIFORNIA

WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER:

Signature(s)

DATE:

June 8, 2022

Harry K. Stewart, Chief Operating Officer  
(Name and Title of Signatories)

The Dutra Group  
(Legal Name of Bidder)

2350 Kerner Boulevard, Suite 200, San Rafael, CA 94901  
(Address)

415-258-6876  
(Phone Number)

**Section 01000**  
**NON-COLLUSION AFFIDAVIT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



State of California

County of Marin

Harry K. Stewart, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as C.O.O. of The Dutra Group the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at Marin, County, in the State of California

BIDDER:

(Signature)

June 8, 2022

(Date)

Harry K. Stewart, C.O.O.  
(Name and Title of Signatories)

The Dutra Group  
(Legal Name of Bidder)

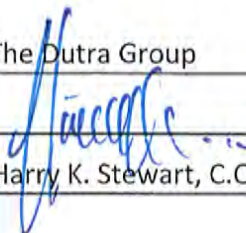
2350 Kerner Boulevard, Suite 200  
San Rafael, California 94901-5595

(Address)



**CERTIFICATION BY CONTRACTOR**

I am aware of the provisions of Section 3700 of the Labor Code which require 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.

CONTRACTOR: The Dutra Group  
BY:   
TITLE: Harry K. Stewart, C.O.O.

CONTRACTOR'S LICENSE NUMBER: 295128 (Exp: 12/31/2023)  
TELEPHONE NUMBER: 415-258-6876



## LITIGATION FILED AGAINST THE DUTRA GROUP in the LAST FIVE (5) YEARS

### Ginley:

**Description:** A complaint was filed by Kyle Ginley against The Dutra Group and Dutra Dredging Co. on August 26, 2019, under The Jones Act for an injury he suffered on January 26, 2017. Mr. Ginley suffered an injury to his left foot when he was attempting to climb up a dump scow. Claimant alleges damages under the Jones Act including loss of future earnings. Maintenance and cure are being satisfied appropriately. Settlement was achieved. Claim is closed.

### Pittman:

**Description:** A complaint was filed by Dennis Pittman against The Dutra Group on December 20, 2018, under The Jones Act for an injury he suffered on July 4, 2017. Mr. Pittman suffered a shock injury while performing welding activities. Maintenance and cure were satisfied appropriately. Settlement was achieved. Claim is closed.

### Farley:

**Description:** A complaint was filed by Anthony Farley against The Dutra Group on February 26, 2019, under The Jones Act for an injury he suffered on December 8, 2017. Mr. Farley suffered injuries to both legs when he was struck by the cranes counterweight. Maintenance and cure were satisfied appropriately. Settlement was achieved. Claim is closed.

### Turner:

**Description:** A complaint was filed by Jonathan Turner against The Dutra Group on November 6, 2020. Allegedly Mr. Turner suffered an injury to his left hand on March 3, 2019, while shifting anchors related to the 1106 barge in rough waters. Claimant alleges damages under the Jones Act including loss of future earnings. We are currently in the discovery phase.

### Lago:

**Description:** A complaint was filed by Jason Lago against The Dutra Group on November 23, 2020, under the Jones Act for an injury he suffered on September 15, 2020. Mr. Lago suffered a broken tibia while attempting to perform maintenance activities on the DB-24 Spud Winch. Claimant alleges damages under the Jones Act including loss of future earnings. Maintenance and cure are being satisfied appropriately. We are currently in the discovery phase.

### Rogers:

**Description:** A complaint was filed by Sean Rogers against The Dutra Group on July 31, 2020. An amended complaint was filed by plaintiff on December 2, 2020, to include Brusco Tug and Barge. Allegedly Mr. Rogers suffered an injury to his back on January 9, 2019, while rescuing a Brusco employee from a man overboard scenario. Claimant alleges damages under the Jones Act including loss of future earnings. Dutra had no knowledge of the injury up to the first complaint filed in July 2020. We are currently in the discovery phase.



**JH:**

**Description:** A complaint was filed by JH against The Dutra Group on February 18, 2021 alleging breach of contract, quantum meruit, and prompt payment penalties related to work that was rejected by the owner and re-performed by JH. The parties have tentatively reached a settlement agreement.

## DISCOVERY BAY OUTFALL REPLACEMENT

### SPEC DEVIATIONS AND ASSUMPTIONS

THE DUTRA GROUP 6-8-22

- 1) Schedule is contingent upon receipt of the materials in time. Project may be pushed to the following year if not enough time is allowed following the receipt of materials. The Town will pay for, store and protect received materials if the project is delayed.
- 2) Only the loose silt on the top of the existing revetment is required to be suction dredged and disposed. This quantity is unverified. The specs do not appear to show a verification criteria for removal of this material. This material will be suction dredged into a hopper barge by divers. The material will be disposed of at the Montezuma Wetlands dredge disposal facility assuming:
  - a. Analytical test results allow it to be disposed there
  - b. Disposal can be timed to piggy back onto other disposal projects and avoid start-up fees as a standalone disposal project.
- 3) No part of the existing diffuser or weights will be re-used and they can be destroyed in the process of removal and disposed.
- 4) Existing revetment cover on the diffuser does not need to be salvaged or reused. Existing revetment can be sidecast on the river bottom.
- 5) An alternate riser assembly is proposed (see attached drawings) to address difficulties in obtaining certain parts.
  - a. Saddle fittings are more difficult and costly to install. Instead, a series of 18x6 branch saddle tee's will be welded into the pipe string (see attached cut sheet)
  - b. DR 26 breakaway riser is not readily available. Alternate proposal is a DR11 with a machine lathed 50% of the material away to make a score that is the same thickness as a DR26 and will give the same breakaway result.
- 6) 5-year warranty cannot be pushed down on manufacturers and we cannot carry it.
- 7) 6 day/10 hour shifts are allowed.
- 8) Biological/Environmental Monitoring, Reporting, Protection/relocation is excluded.
- 9) Subcontractors used: Divers, Testing Agency, Hydrographic Surveyor, Land Surveyor, Painter, Welder.



2" POLYPROPYLENE ENC  
DI BRING

2" DR11 FLG ADAPTER

2" DR11 BREAK-AWAY RISER  
SCORE MIDDLE W/ LATHE TO 50% WALL  
THICKNESS

6" X 2" DR17

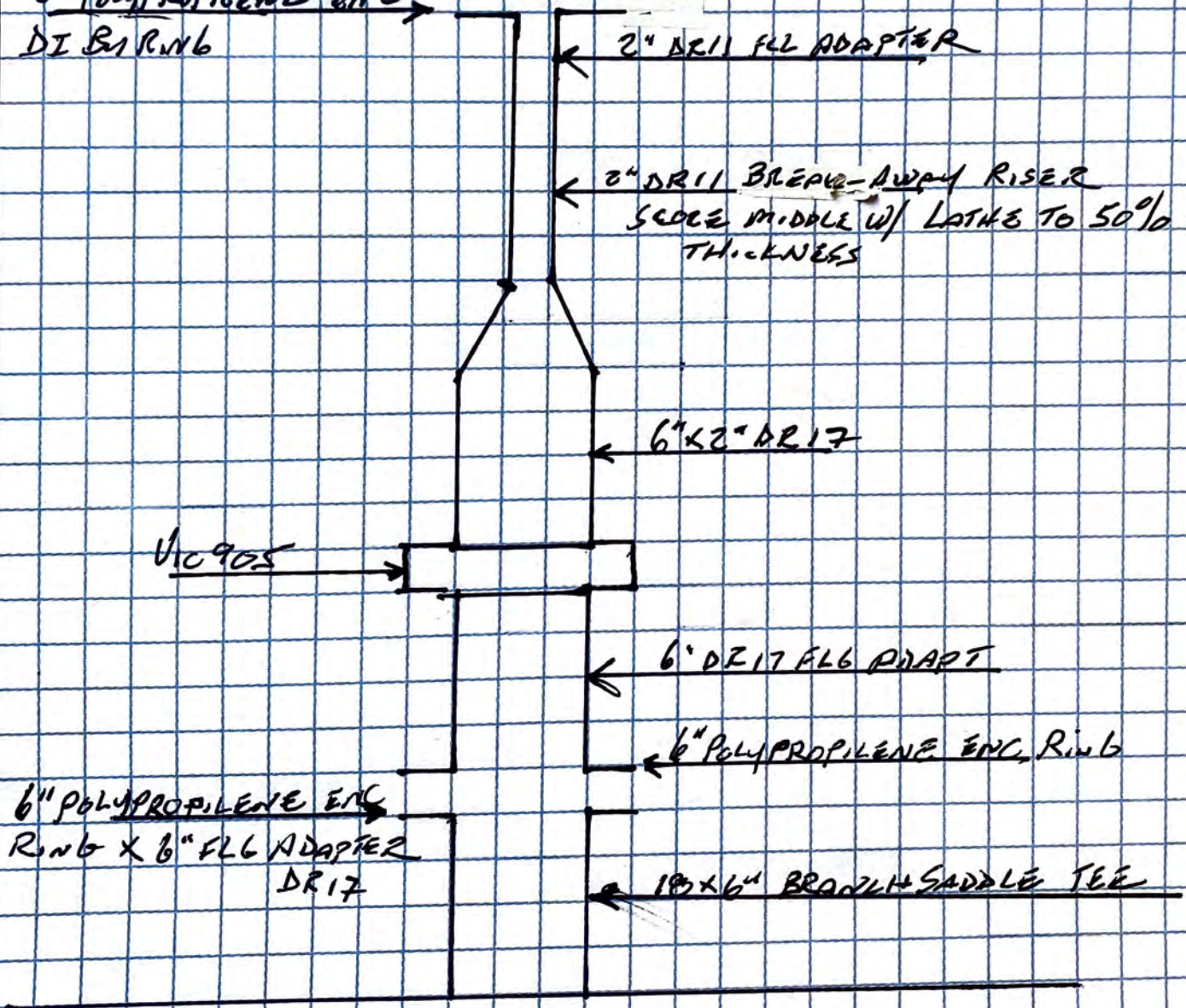
UIC 905

6" DR17 FLG ADAPT

6" POLYPROPYLENE ENC RING

6" POLYPROPYLENE ENC  
RING X 6" FLG ADAPTER  
DR17

18" X 6" BRANCH SADDLE TEE

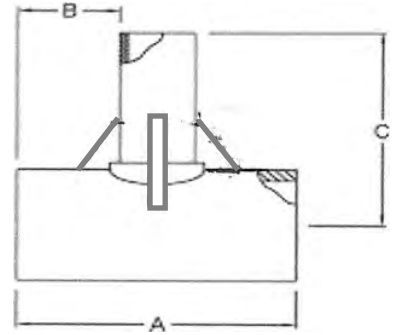




1124 Horicon St. Mayville, WI 53050  
 P: 920-387-0200 / F: 920-387-0300  
 infinityplastics@sbcglobal.net

**IPS Branch Saddle  
 Reducing Tee  
 w/Gussets**

**Full Pressure Rated**  
 (Dimensions in Inches)



IPS Nominal Size	A	B	C	SDR
18" x 6"	29.0	10.2	18.6	7-21



**PLEASE NOTE !! - SPECIFICATIONS**

Dimensions and appearance are subject to change without notice due to design, production modifications or other various factors affecting production. Dimensions are approximate. Angle tolerance for fabricated elbows is +/- 2 degrees. All fittings are subject to Infinity Plastics "Standard Terms and Conditions." A copy of this drawing must accompany all purchase orders for this fitting. All other dimensions are to tolerances of +/- 1.0"

HDPE Fabricated Fittings supplied by Infinity Plastics are designed to meet AWWA C901/C906 fitting requirements and are manufactured from PPI and NSF listed resins in accordance with the material specifications PE4710 listed in ASTM D3350 with a cell classification of 445574C or better. Suitable for butt welding to pipe manufactured to ASTM D2513, D3035, F714 with similar resins. \*Pressure Ratings are calculated using 0.63 design factor for HDS at 73°F as listed in PPI TR-4 for PE4710 materials.



June 8, 2022

Gregory Harris  
Herwit Engineering  
6200 Center St., Suite 310  
Clayton, CA 94517  
D: 925.672.6599 E: gharris@herwit.com

Attn: Mr. Harris

Subject: Discovery Bay Wastewater Outfall Diffuser Replacement

Dear Mr. Harris:

Power Engineering is pleased to provide cost estimate for all labor, equipment, and supervision necessary to replace the outfall diffuser in Discovery Bay, California. Our total cost for the work is \$1,027,000. Enclosed are the bid documents.

**Work Sequence**

Additionally, attached is a schedule showing the sequence of work. The critical path starts with the procurement of the HDPE pipe. Due to the current supply issues this is the largest risk on the project. I have included two weeks for submittal procurement and review, which we can expedite to try and reduce this duration.

Once the HDPE is obtained, we will fuse the various sections together in the shop utilizing two separate fusing machines and technicians to expedite the work. Additional shop work will include the precast concrete weights. Performing the precast concrete with our own crew not only eliminates the risk of schedule delay from a fabrication yard but is also more cost-effective. We have experience fabricating concrete weights for pipelines, and most recently performed this for a 48" outfall installed in San Francisco for the Public Utilities Commission.

We plan to mobilize the project and begin the underwater excavation once we have the material on hand. We will utilize our dive team to suction dredge the upper silt/sand layer and pump it landside to a containment area. The containment area will be water-tight and consist of k-rail barriers. Water will be collected and pumped out from the containment area and transported to the nearby treatment plant via water truck. Once the standing water has been removed, the remaining sediment will be hauled to the spoils pile offsite. An excavator mounted on a barge will be used to move the rip rap surrounding the existing outfall.

After the shop fabrication is complete we will demolish the existing outfall, meanwhile preparing the new pipe onsite with the new concrete weights. The pipe will be positioned and lowered into place using our barge as well as dive team. Once the pipe is secured to the existing flange connection we will ensure the outfall is positioned so the diffusers are facing upwards and plumb. We will re-use the existing rip rap to backfill and plan on importing approximately 75 tons of new rock to complete the backfill.

In conjunction with the underwater work we will have a separate crew topside working on the installing the new Y-Cleanout. Since this work is off the critical path we will have a smaller crew completing this task.

### **Risk Summary**

- HDPE Procurement
  - Mitigation: We have identified two potential suppliers, (Core & Main and P&F Distributors) to provide the HDPE. Upon award we can confirm lead times and price with each supplier to determine who can best meet the project's tight timeline.
- Concrete Weight Procurement
  - Mitigation: Power Engineering to fabrication in-house
- Unforeseen Field Conditions
  - Mitigation: Power Engineering will be self-performing all construction work, including diving, and utilize our owned equipment. This allows us to easily add additional crew as necessary to make up time on the schedule, including working additional overtime hours.

Should you have any questions, please call me at 415-264-0726.

Sincerely;

**Power Engineering Construction Co.**

Jeff Van Meter  
Estimator

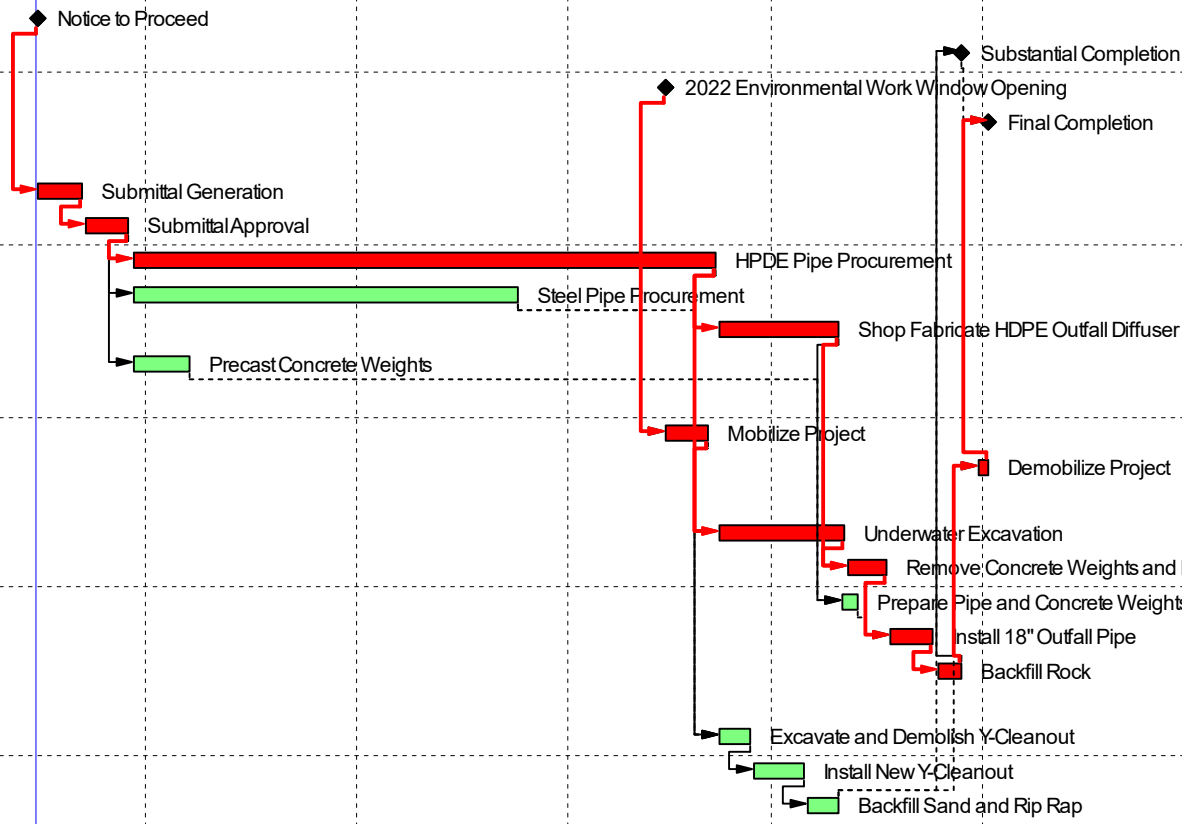
Disclaimer: This bid package is only intended for use by Herwit Engineering and the Town of Discovery Bay.

Attachments: Exclusions  
Schedule  
Bid Package

Exclusions:

1. Builders Risk Insurance (can be provided on a per-project basis)
2. Permits and Permit Fees
3. Engineering or Design
4. Utility Relocation
5. Site Survey, Lines, Grade
6. Hazardous Materials Handling/Abatement/Removal
7. Special Inspection or Testing Fees
8. Vibration or Damage Monitoring
9. Any Repairs to the Existing Structures, Interior or Exterior, either prior to, during, or after Construction
10. Temporary Power & Lighting Install and Supply
11. Industrial Hygienist or Inspection Services
12. Silt Curtain, Bubble Curtain, or other regulatory requirements not normally encountered.
13. Biological Monitoring

Activity ID	Activity Name	Original Duration	Start	Finish	2022																												2023				
					June				July				August				September				October				November				December				January				
					9	05	12	19	26	03	10	17	24	31	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	04	11	18	25	01	08
<b>Discovery Bay Wastewater Outfall Diffuser Replacement</b>																																					
<b>Discovery Bay Wastewater Outfall Diffuser Replacement</b>																																					
<b>Milestones</b>																																					
A1000	Notice to Proceed	0	15-Jun-22																																		
A1010	Substantial Completion	0		28-Oct-22																																	
A1020	2022 Environmental Work Window Opening	0	15-Sep-22*																																		
A1030	Final Completion	0		01-Nov-22																																	
<b>Preconstruction</b>																																					
B1000	Submittal Generation	5	15-Jun-22	21-Jun-22																																	
B1010	Submittal Approval	5	22-Jun-22	28-Jun-22																																	
B1020	HPDE Pipe Procurement	60	29-Jun-22	22-Sep-22																																	
B1030	Steel Pipe Procurement	40	29-Jun-22	24-Aug-22																																	
B1040	Shop Fabricate HDPE Outfall Diffuser	12	23-Sep-22	10-Oct-22																																	
B1060	Precast Concrete Weights	6	29-Jun-22	07-Jul-22																																	
<b>Construction</b>																																					
C1000	Mobilize Project	5	15-Sep-22	21-Sep-22																																	
C1040	Demobilize Project	2	31-Oct-22	01-Nov-22																																	
<b>In-Water Work</b>																																					
C1005	Underwater Excavation	13	23-Sep-22	11-Oct-22																																	
C1015	Remove Concrete Weights and Demo Pipe	4	12-Oct-22	17-Oct-22																																	
C1025	Prepare Pipe and Concrete Weights	3	11-Oct-22	13-Oct-22																																	
C1035	Install 18" Outfall Pipe	5	18-Oct-22	24-Oct-22																																	
C1045	Backfill Rock	4	25-Oct-22	28-Oct-22																																	
<b>Landside Work</b>																																					
C1010	Excavate and Demolish Y-Cleanout	3	23-Sep-22	27-Sep-22																																	
C1020	Install New Y-Cleanout	6	28-Sep-22	05-Oct-22																																	
C1030	Backfill Sand and Rip Rap	3	06-Oct-22	10-Oct-22																																	



█ Actual Level of Effort     █ Actual Work  
█ Remaining Level of Effort     █ Remaining Work

**Section 00200**  
**ACKNOWLEDGEMENT**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



To ensure all bid materials were received, this Acknowledgement must be completed and returned in the bidder's sealed envelope for the Bid prior to **2:00 p.m. Friday, May 6, 2022**. This sheet acknowledges receipt of the following materials:

1. Notice Inviting Bids
2. Acknowledgement
3. Instructions for Bidders
4. Form of Agreement
5. General Conditions
6. California Public Contract Code Section 20104
7. Bid Form
8. List of Subcontractors
9. Bidder's Responsibility Statement
10. Non-Collusion Affidavit
11. Bid Guarantee
12. Contract Specifications **Volume 1 of 2 "Wastewater Outfall Diffuser Replacement Project" dated April 2022**
13. Drawings **Volume 2 of 2 "Wastewater Outfall Diffuser Replacement Project" dated April 2022**
14. Addenda(s) receipt(s) through No. 03, if applicable

In addition to the above materials, the Bidder acknowledges the following:

- 1) A Faithful Performance Bond and Labor & Material Bond are required for this project.
- 2) Liquidated damages in the amount of **\$1,000** a day will be assessed by the Owner for each day beyond the contract specified number of days that the project is not completed by the Contractor.
- 3) Names and phone numbers of references for a minimum of two (2) similar projects are to be provided with the bid.

**Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.**

Acknowledged by: Hilary Tigue  
Company: Power Engineering Construction Co.  
License No. A / B HAZ 488215  
Bidder: Hilary Tigue  
Title: Vice President/Treasurer  
Date: June 7, 2022

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

General contractors wishing to submit a bid for the project should email **Mr. Gregory Harris** of HERWIT Engineering at [gharris@herwit.com](mailto:gharris@herwit.com) and he will email you the Plans, Specifications and Contract Documents for the project and add you to the bidder's list.

2. FORM OF BID

- a. All Bids must be made on regular Bid Forms which are made a part of these Contract Documents and must be enclosed in a sealed envelope, marked as required in the "Notice Inviting Bids." The Bid must be signed by the individual or by the proper officials of the firm or corporation by which the Bid is made. The right is reserved to reject any and all Bids and to waive technical defects as the interests of the Town of Discovery Bay CSD require.

3. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- a. Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- b. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for Clarification or interpretation of the Contract Documents shall be addressed only to the Town of Discovery Bay CSD Mr. **Gregory Harris** at HERWIT Engineering at [gharris@herwit.com](mailto:gharris@herwit.com). It shall be the Bidder's responsibility to ensure that any such request be submitted to the Town of Discovery Bay CSD, in a timely manner no less than five (5) working days prior to the bid opening, in order to allow for the Town of Discovery Bay CSD to issue a written Addenda.
- c. If necessary, the Town of Discovery Bay CSD shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding on the Town of Discovery Bay CSD, and Bidders shall not rely upon them.

4. ADDENDA

- a. Addenda will only be issued in writing via email. The Town of Discovery Bay CSD will make reasonable efforts to deliver Addenda to all Bidders who are known by the Town of Discovery Bay CSD to have received a complete set of Contract Documents and who have provided a valid email address for receipt of Addenda. The Town of Discovery Bay CSD makes no guarantee that all Bidders will receive all the Addenda.
- b. Addenda withdrawing the Invitation for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, if any Addenda issued later than 72 hours prior to the bid closing results in a material change to the Contract Documents, the Bid Deadline shall be extended by the Town of Discovery Bay CSD by not less than 72 hours, pursuant to Public Contract Code section 4104.5
- c. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the Bid non-responsive.





5. EXAMINATION OF SITE AND PLAN

- a. The Bidders must satisfy themselves as to the location of the Work, transportation facilities, soil conditions, underground conditions, groundwater, and all other matters, which may influence their Bids. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and the material, equipment and other devices to be furnished and as to the requirements of these Contract Documents.
- b. Any information derived from the Town of Discovery Bay CSD, or any of its/his employees or from any records of the Town of Discovery Bay CSD will not relieve the Contractor from risks of the responsibility of fulfilling the terms of the Contract.

6. MANDATORY PRE-BID MEETING

- a. A mandatory pre-bid meeting and job walk will be held for all general contractors who wish to submit a bid for this project. Meeting will be held **Friday, May 6, 2022 at 10:00 am**, at Town of Discovery Bay Wastewater Treatment Plant #2, 17501 Hwy 4, Discovery Bay. Bids will not be accepted from contractors who do not attend this meeting
- b. Given the current COVID-19 health alert, it is mandatory that all general contractors must wear masks and practice at least 6-feet of social distancing during the site visit.
- c. Bidders shall direct all questions to the CSD's Project Manager, **Gregory Harris** at HERWIT Engineering by emailing him at [gharris@herwit.com](mailto:gharris@herwit.com). Bidders must email any questions to Mr. Harris no later than five working days prior to the bid opening. Responses to all questions will be sent to all bidders three working days before the bid opening.

7. FILLING IN BID FORMS BY BIDDERS

- a. Bids shall be submitted on the Bid Forms included with the Contract Documents. Bidder shall print, complete, and submit, concurrently with its Bid all of the following:
  - (i). Completed Bid Form,
  - (ii). Signed Acknowledgement Form,
  - (iii). Department of Industrial Relations and SB854 Compliance Affidavit (Located at end of this section)
  - (iv). List of Subcontractors,
  - (v). The Bidders Statement of Responsibility,
  - (vi). Bidder's Non-Collusion Affidavit,
  - (vii). Bid Guarantee,
  - (viii). Certification by Contractor (Located at end of General Conditions),
  - (ix). and all other information requested by these Contract Documents.
- b. All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in ink.

**Section 00300**  
**INSTRUCTION FOR BIDDERS**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



- c. The Bidder must individually initial all interlineations, alterations, and erasures.
- d. Bidder shall acknowledge receipt of all Addenda on the Bid.
- e. Bidder shall not modify or qualify the Bid Forms in any manner.
- f. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.

**8. BID GUARANTEE**

- a. All Bids shall be accompanied by a cashier's or certified check payable to the order of the Town of Discovery Bay CSD, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the Town of Discovery Bay CSD and signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount and over and above all statutory exemptions (hereinafter "Security"). In the event that the Bidder fails, within five (5) workdays after written notice that the Contract has been awarded to him, to enter into a Contract with the Town of Discovery Bay CSD, the Town of Discovery Bay CSD may award the Contract to the second lowest Bidder. In such event, the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between the Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to the Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.
- b. The Bid Security of the successful Bidder will be returned to him when he executes a satisfactory Contract accompanied by the proper bonds. The Bid Security of other Bidders will be returned to them upon the award of the Contract to the successful Bidder, except that of the next higher Bidder which shall be returned to him upon the execution of a satisfactory Contract accompanied by the proper bonds by the lowest Bidder, or in case of his default, the surety of the next higher Bidder will be held until he executes a satisfactory Contract accompanied by the proper bonds.

**9. WITHDRAWAL OF BID**

Any Bid may be withdrawn at any time prior to 8:00 a.m. of the day fixed in the "Notice Inviting Bids" for the opening of the Bids provided that a request in writing executed by the Bidder or his authorized agent for such withdrawal is filed with the Town of Discovery Bay CSD. The withdrawal of any Bid shall not prejudice the right of a Bidder to file a new Bid prior to the established **2:00 pm deadline Friday, May 6, 2022**.

**10. RESPONSIBILITY OF BIDDER**

- a. The Town of Discovery Bay CSD has absolute discretion to determine the lowest responsive, responsible Bidder. The Contract will not be awarded to any Bidder who cannot give satisfactory assurance of their ability to perform the Contract if it is awarded to them. Each Bidder may be required to furnish satisfactory evidence that he has sufficient means and facilities and has had ample experience in the type of work contemplated herein to deliver the materials and complete the installation in accordance with the specifications and within the time limit guaranteed.
- b. In determining whether or not a Bidder is "responsible," the Town of Discovery Bay CSD may appoint a Representative to consider the following factors in relation to the Work to be performed for this Project:

**Section 00300**  
**INSTRUCTION FOR BIDDERS**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



- (i). Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.
- (ii). Demonstrated safety record including, but not limited to, Experience Modification Rate.
- (iii). Successful completion of a minimum of 2 projects of similar scope and size for wastewater outfall diffuser replacement projects. In reviewing this factor, the Town of Discovery Bay CSD may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects for installation of playground structures, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous agencies, clients, design professionals, or subcontractors. Bidder shall provide names and phone numbers of references for similar projects.
- (iv). Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.
- (v). History of claims, litigation, poor performance, late project completions, warranty issues and termination or disqualification from projects.
- (vi). History of claims, poor performance, late project completions, or warranty issues on previous Town of Discovery Bay CSD projects.

The Town of Discovery Bay CSD Representative will make its determination of responsibility based upon information submitted by Bidders contained in the "Bidders Statement of Responsibility," included in the Contract Documents, additional information requested by the District and supplied by the Contractor per SECTION 10 RESPONSIBILITY OF BIDDER, b.(i), (ii), and (iv), and if necessary, interviews with previous public agencies, clients, design professionals, or subcontractors with whom the Bidder has worked.

If a Bidder otherwise determined to be the lowest responsive Bidder is determined to be non-responsible by the Town of Discovery Bay CSD Representative, that Bidder will be given written notice of each finding by the Town of Discovery Bay CSD Representative, and shall have five (5) working days to present additional relevant evidence to the Town of Discovery Bay CSD Representative. The Town of Discovery Bay CSD Representative shall make a recommendation to the legislative body of the Town of Discovery Bay CSD, which shall make a finding on the issue of non-responsibility as part of the process of Award of Contract.

- c. The Contractor shall possess a valid **Class A General Engineering License issued by the State of California Contractors State Licensing Board** at the time of award of the Contract. Bids will not be accepted from a Contractor who is not licensed in accordance with the laws of the State of California.

**11. PROGRESS SCHEDULE – MATERIAL AND EQUIPMENT LISTS**

- a. The Contractor shall submit a progress schedule satisfactory to the Town of Discovery Bay CSD, within 10 working days after issuance of the Notice of Award to the Contractor showing thereof the time he proposes to spend in executing the various major divisions of the work and his proposed sequence or order of operation. The schedule shall be updated monthly by the contractor. **Project schedule shall also meet the requirements of Section 01324 of the technical specifications.**



12. CONTRACT BONDS

The Contractor shall furnish bonds, at his own expense, to the extent required by law or as set forth in the Contract Documents.

13. INSURANCE

The Contractor shall provide, at his own expense, all insurance including, but not limited to, Workers' Compensation, Public Liability and Property Damage, required by law or as set forth in the General Conditions or the Contract.

14. AWARD OF CONTRACT

The right is reserved to reject any or all Bids. The award of the Contract, if it is to be awarded, will be made to the lowest responsible Bidder whose Bid complied with all of the prescribed requirements, and if awarded, after it has been approved by the Town of Discovery Bay CSD Board of Directors. The Town of Discovery Bay CSD reserves the sole right to reject any and all bids and waive any informality in a bid and may award a contract as the interests of the Town of Discovery Bay CSD may dictate. Contractors will not be reimbursed for the cost of bid preparation.

15. EXECUTION OF AGREEMENT

- a. The Agreement shall be executed and signed by the Contractor and returned with the prescribed executed bonds and evidence of insurance within the five- (5) working days after receipt by Contractor of the Notice of Award. Failure to return the signed and executed Agreement with the prescribed executed bonds and insurance within the five (5) working day limit shall be just cause for the annulment of the award and the forfeiture of that portion of the Bid Security equal to the difference between Contractor's Bid amount and the amount submitted by the second lowest responsible Bidder.
- b. Contractor shall have an active business license with Contra Costa County within 10 working days of Notice of Award.

16. SUBCONTRACTOR

Each Bidder must comply with PCC § 4100 and following (Subletting and Subcontracting Fair Practices Act) and must submit with his Bid on the form attached to the Bid Forms, the name and location of the mill, shop or office of each proposed subcontractor who will perform work or labor or render services to the Contractor in excess of one-half percent of the total Bid or, in the case of streets or highways, one-half percent or \$10,000, whichever is greater, and shall state the portion of the work which will be done by each subcontractor.

17. COMMENCEMENT OF WORK

The Work shall be commenced within five (5) working days after receipt of Notice to Proceed and must be completed within the time allowed after the date specified in the Notice to Proceed, or if no starting date is specified, within the time limit allowed from the date on which work actually started. The successful bidder and

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WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



its subcontractors shall employ workers, trades and craftsmen which constantly display and demonstrate proper moral, safe, ethical and professional conduct to all fellow workers, employees and representatives of the CSD and other involved entities.

#### 18. TAXES

The Bid price set forth in the Bid form shall include all Federal, State and local taxes applicable to the Work or materials furnished and no claims for additional costs of any such tax shall be made.

#### 19. SCHEDULE OF VALUES

For work to be performed for a Lump Sum (LS) amount, the Contractor shall submit, within ten (10) days of award of Contract, a cost breakdown or schedule of values which is satisfactory to the Town of Discovery Bay CSD to be used for monthly pay estimates. At a minimum, the schedule of values shall individually list the items of work identified in the Summary of Work with a price fairly apportioned to each item. Mobilization, overhead, bonds, submittals, insurance, and demobilization shall be listed separately. Other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. **Schedule of values shall also meet the requirements of Section 01324 of the technical specifications.**

#### 20. GENERAL WAGE DETERMINATION

Pursuant to Labor Code section 1770, the Director of the Department of Industrial Relations shall determine the general prevailing wages in accordance with the standards set forth in Labor Code section 1773. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft, classification, or type of worker needed to execute the Contract is available from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/oprl/PWD/index.htm>. Pursuant to Labor Code section 1773.2, a copy of the prevailing wage determination shall be on file at the Office of Town of Discovery Bay CSD, located at 1800 Willow Lake Road, Discovery Bay, CA 94505.

The CSD will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against the CSD on the Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders shall complete the attached Department of Industrial Relations and SB 854 Compliance Affidavit and submit with their Bid.

No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)]

No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5

Contractor shall post any job site notices prescribed by regulation.

All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as required.

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21. DISCREPANCIES IN BIDS

Where there is any discrepancy in the written or numerical quotation of unit bids or the extension of the quantities and unit prices, the products of the written quotation of unit price and the estimated quantity for the item will be the bid considered correct by the Town of Discovery Bay CSD.

22. DELIVERY OF BIDS

**Bids must be delivered to the Town of Discovery Bay CSD, 1601 Discovery Bay Blvd., Discovery Bay, CA 94505, up to but not later than 2:00 pm, Friday, May 6, 2022.**

23. COMPLIANCE WITH BIDDING PROCESS

The Town of Discovery Bay CSD reserves the right to accept or reject any submitted Bid which fails to comply with any of the requirements as set forth herein.



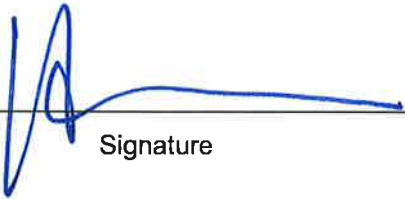
**DEPARTMENT of INDUSTRIAL RELATIONS and SB**  
**854 COMPLIANCE AFFIDAVIT**

In accordance with the California Labor Code as amended through Senate Bill SB 854, as a condition to bid on, be listed in a bid or perform work under a public works project, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For information regarding registration, please go to:

<http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

I, the Bidder, certify that:

"I am aware of the provisions of the Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I am registered and qualified to perform public work pursuant to Labor Code section 1725.5 and I will comply all applicable provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract."

  
\_\_\_\_\_  
Signature

Hilary Tigue  
\_\_\_\_\_  
Print Name

Vice President/Treasurer  
\_\_\_\_\_  
Title

06/08/2022  
\_\_\_\_\_  
Date

Power Engineering Construction Co.  
\_\_\_\_\_  
Business Name

A/B/HAZ 488215  
\_\_\_\_\_  
CSLB License Number

1000007181  
\_\_\_\_\_  
PWC Registration Number

**END OF SECTION**



**AGREEMENT BETWEEN**  
TOWN OF DISCOVERY BAY CALIFORNIA COMMUNITY SERVICES  
DISTRICT AND  
Name of Contractor  
FOR  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT

This AGREEMENT ("Agreement") is made and entered into this day of \_\_\_\_\_, 2022, by and between the Town of Discovery Bay Community Services District (hereinafter "District") whose address is 1800 Willow Lake Road, Discovery Bay, California 94505, and \_\_\_\_\_ ("CONTRACTOR").

RECITALS

- A. District has determined that it requires the following contractor services from CONTRACTOR:  
Construct Wastewater Outfall Diffuser Replacement Project.
- B. CONTRACTOR represents that it is willing to accept responsibility for performing such PROJECT in accordance with the terms and conditions set forth in this Agreement. Furthermore, CONTRACTOR agrees that in the event of any conflict or inconsistency in the terms and conditions of this Agreement and CONTRACTOR'S scope of work, that such conflict or inconsistency shall be resolved as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, the District and CONTRACTOR agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. "Scope of Work": Such contractor services as are generally set forth in Contractor's Bid dated \_\_\_\_\_, 2022 attached hereto as Exhibit A and incorporated herein by this reference.
- 1.2. "Approved Fee Schedule": Such compensation rates as set forth in Contractor's Bid dated \_\_\_\_\_, 2022 attached hereto as part of Exhibit A and incorporated herein by this reference.
- 1.3. "Commencement Date": Date of Notice to Proceed.
- 1.4. "Completion Date": Final Completion of the project within 206 calendar days after Notice to Proceed.

2. TERM

The Term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and Contractor shall diligently prosecute the Scope of Work and achieve completion by Completion Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.





### 3. CONTRACTOR'S SERVICES

- 3.1. CONTRACTOR shall perform the Work identified in the Scope of Work. District shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$ \_\_\_\_\_ unless specifically approved in advance and in writing by District.
- 3.2. CONTRACTOR shall complete all Work arising out of this Agreement no later than the Completion Date.
- 3.3. CONTRACTOR shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to District. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 3.4. CONTRACTOR represents that it has, or will secure at its own expense, all personnel, material, appliances, equipment, and tools required to perform the Work identified in the Scope of Work. All such Work shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. The District shall be Contractor's project administrators and shall have direct responsibility for management and coordination of Contractor's performance under this Agreement. District shall not direct, control or supervise Contractor's employees or sub-contractors in the performance of the Scope of Work set forth in this Agreement.
- 3.5. To the extent applicable, CONTRACTOR shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other engineers for coordination and review.
- 3.6. CONTRACTOR shall strictly observe and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or properties or their protection from damage, injury, or loss. Without limiting the foregoing, CONTRACTOR shall comply with all requirements, regulations, orders, and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.

### 4. COMPENSATION

- 4.1. District agrees to compensate CONTRACTOR for the Work provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such Work, payment in accordance with the Approved Fee Schedule.
- 4.2. CONTRACTOR shall submit to District an invoice, on a monthly basis or less frequently, for the Work performed pursuant to this Agreement. Each invoice shall itemize the Work performed during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within sixty (60) calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice in accordance with this Agreement. District shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 4.3. Except with the District's prior approval, payments to the Contractor shall be in an amount equal to ninety-five percent (95%) of the value of all work completed as of the last day of the preceding month, based on quantities of work completed, as determined by the District, less the aggregate of all previous payments made to the Contractor. Contractor may substitute securities in lieu of retained funds in accordance with Public Contracts Code Section 22300.



- 4.4. Additional Work requested by District and not included in the Scope of Work may be required by the District. Such additional Work shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of Work to be performed, state the time within which the Work is to be completed, and designate any special conditions. Payments for any additional Work requested by District shall be made to CONTRACTOR by District on a time-and-materials basis using the Approved Fee Schedule, unless otherwise stated in the Change Order.
- 4.5. Sixty (60) days after completion of the work and its acceptance by the District, the District shall release to Contractor any retention withheld from Contractor, less one hundred fifty percent (150%) of the amount of any disputed items. Such final payment will not be made until completion of the entire work and acceptance of the whole by the District.

#### 5. OWNERSHIP OF WRITTEN PRODUCTS

- 5.1. All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR. District shall indemnify CONTRACTOR from any liability arising from use of documents in connection with the Scope of Work identified in this Agreement.

#### 6. RELATIONSHIP OF PARTIES

- 6.1. CONTRACTOR is, and shall at all times remain as to District, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of CONTRACTOR or any of Contractor's employees, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of District. CONTRACTOR is not entitled to the rights or benefits afforded District employees, including, but not limited to, disability, unemployment or other insurance, or workers' compensation.

#### 7. CONFIDENTIALITY

- 7.1. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be returned to District upon the termination or expiration of this Agreement.

#### 8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2. District shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due District from CONTRACTOR as a result of Contractor's failure to pay District promptly any indemnification arising under this Section 8 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.



- 8.3. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.5. District does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 9. INSURANCE

- 9.1. During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 9.1.1. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 9.1.3. Worker's Compensation insurance as required by the laws of the State of California.
- 9.1.4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 9.2. CONTRACTOR shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 9.4. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 9.5. At all times during the term of this Agreement, CONTRACTOR shall maintain on file with District a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and



volunteers as additional insureds under Commercial General Liability. CONTRACTOR shall, prior to commencement of work under this Agreement, file with District such certificate(s).

- 9.6. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District.
- 9.8. Commercial General Liability insurance provided by CONTRACTOR shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the District.
- 9.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- 9.11. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

#### 10. MUTUAL COOPERATION

- 10.1. District shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 10.2. In the event any claim or action is brought against District relating to Contractor's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that District may require.

#### 11. RECORDS AND INSPECTIONS

- 11.1. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

#### 12. NOTICES

- 12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and District's regular business hours; or (ii) on the fifth business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).



If to District:

Town of Discovery Bay  
CSD Attn: General  
Manager  
1800 Willow Lake Road  
Discovery Bay, CA 94505  
Telephone: (925) 634-1131  
Facsimile: (925) 513-2705

With courtesy copy to:

Rod A. Attebery  
General Counsel for the Town of Discovery Bay CSD  
Neumiller & Beardslee  
P.O. Box 20  
Stockton, CA 95201  
Telephone: (209) 948-8200

If to CONTRACTOR:

**13. SURVIVING COVENANTS**

- 13.1. To the extent required by applicable law, the parties agree that the covenants contained in Section 7, Section 8, Section 9, Paragraph 10.2, and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

**14. TERMINATION**

- 14.1. District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.
- 14.2. If District terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

**15. PREVAILING WAGE/COMPLIANCE WITH SB 854**

- 15.1 CONTRACTOR shall comply with all laws and ordinances applicable to this work regarding compliance with prevailing rate rates and their payment in accordance with California Labor Code, section 1774.
- 15.2 CONTRACTOR represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854.
- 15.3 No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].



- 15.4 No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 15.5 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 15.6 All contracts/projects over \$1,000.00 will be assigned a Project number that will be registered by the TODB on the DIR website. All Contractors and subcontractors will use this number to electronically file their payroll records to the DIR on TODB projects. Each project will be assigned an individual number for transfer of payroll records. All projects are prevailing wage rate regardless of the final cost.
- 15.7 No bid proposals will be accepted, nor any contract entered into with a contractor without proof of registration described above.

**16. ADDITIONAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

- 16.1. Contractor agrees to do all the work and furnish all the labor, material, equipment and appliances to complete the work in accordance with Exhibit A and with the Construction Documents attached hereto as Exhibit B and incorporated herein by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit B only, the provisions of Exhibit B shall prevail. In all other situations, the provision contained in Section 17.10 shall apply.
- 16.2. Contractor agrees to remedy, at his expense, any defects in the work, which shall appear within a period of twelve (12) months from the date of the final acceptance of the work by District.
- 16.3. Should the Contractor fail to complete the work included in Exhibit A and B within the time limit agreed upon or such extension thereof as may be granted, a deduction of One Thousand Dollars (\$1,000.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the Completion Date. This deduction shall apply to all project milestones including the overall completion time as well as interim project time constraints detailed in Section 01140 of the project technical specifications.
- 16.4. If the total bid amount as set forth in the Approved Fee Schedule is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the amount set forth in the Approved Fee Schedule; the Faithful Performance Bond will be retained by the Town of Discovery Bay for twelve months following final acceptance by the Town of Discovery Bay of the improvements constructed to guarantee correction of failures attributable to workmanship and materials.
- 16.5. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the District by the Contractor upon the request of the District.
- 16.6. Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, and the provisions of the California Labor Code.
  - a. Contractor's compliance with the provisions of the California Labor Code includes the provisions set forth in Section 15 and shall also include, but are not limited to:
    - i. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post a copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to Fifty Dollars (\$50.00) for



each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this Agreement. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

- ii. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours during a calendar week of the foregoing hours. Contractor shall ensure that all workers, including workers of subcontractors are paid in conformance with Labor Code Sections 1810 through 1815. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker, including workers for subcontractors.
- iii. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, 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 work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 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 office 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 provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.
- iv. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, 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 as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within



five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

## 17. GENERAL PROVISIONS

- 17.1. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.
- 17.2. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subconsultant, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 17.3. CONTRACTOR agrees to comply with the regulations of District's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974. CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the Town of Discovery Bay Conflict of Interest Code, as that term is applied to Contractors.
- 17.4. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. The waiver by District or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or CONTRACTOR unless in writing.
- 17.6. CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of CONTRACTOR.
- 17.7. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or





condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Contra Costa County, California.

- 17.8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.9. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.10. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and CONTRACTOR with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by District and CONTRACTOR.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement.

**Signatures contained on next page**



**Section 00400**  
**FORM OF AGREEMENT**  
 TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



**“District”**

**Town of Discovery Bay CSD**

By: Michael R. Davies , General Manager

Date: , 2022

**“CONTRACTOR”**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: , 2022

**APPROVED AS TO FORM:**



**Section 00400**  
**FORM OF AGREEMENT**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



**EXHIBIT A**

**SCOPE OF WORK APPROVED**  
**FEE SCHEDULE**



**Section 00400**  
**FORM OF AGREEMENT**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



**EXHIBIT B**

**CONSTRUCTION DOCUMENTS**



## 1-01 DEFINITIONS

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- A. The Contract Documents consist of the Contract (also referred to as "Agreement") and the following documents which shall make up "Exhibit A" of the Contract:
1. Notice Inviting Bids
  2. Acknowledgment
  3. Instructions For Bidders
  4. General Conditions
  5. California Public Contract Code Section 20104
  6. Bid Form
  7. List of Subcontractors
  8. Bidder's Responsibility Statement
  9. Non-collusion Affidavit
  10. Bid Guarantee
  11. Plans, Drawings, and Specifications including any amendments or referenced documents
  12. Any Published Addenda or Supplements
  13. Faithful Performance Bond and Labor and Materials Bond
- B. The Owner and the Contractor are those mentioned as such in the Contract. They are treated throughout the complete Contract and the Contract Documents as if each were of the singular number and masculine gender.
- C. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the drawings and specifications of this work, or labor at the site, but does not include one who merely furnishes material not so worked.
- D. Where in any of the Contract Documents or in the complete Contract there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall have been placed in the United States mail addressed to the Owner at its place of business; (as to the Contractor) when written notice shall be delivered to the chief representative of the Contractor at the site of the Project or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his bid as the address of his permanent place of business.



- E. The term "work" of the Contractor or Subcontractor includes labor or materials or both.
- F. All time limits stated in the Contract Documents are of the essence of the Contract.

## **1-02 EXECUTION, CORRELATION AND INTENT OF DOCUMENT**

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The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include in the Contractor's Bid the costs of all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Addenda, Supplemental Agreements and Change Orders, the one dated later having precedence over another dated earlier.
2. Agreement
3. Permits
4. General Provisions (DIVISION 1)
5. Instructions for Bidders
6. General Conditions
7. Technical Specifications (DIVISION 2 and all that follow)
8. Project Plans
9. Typical Details
10. Reference/Standard Specifications
11. Reference/Standard Plans

Figure dimensions on Drawings shall govern over scaled dimensions, and detailed Drawing shall govern over general or standard Drawings.

## **1-03 DETAIL DRAWINGS AND INSTRUCTION**

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- A. The Engineer, if there is one, shall prepare and file either complete and accurate plans and specifications or a work authorization describing the work to be performed, together with an estimate of the cost thereof, prior to commencement of the work.
- B. The Engineer, if there is one, shall furnish with reasonable promptness, additional instructions, by



means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.

- C. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

#### **1-04 SUBMITTALS**

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The Contractor shall check and verify all field measurements and submit prior to commencing work and with such promptness as to cause no delay in his own work or in that of any other Contractor, one (1) copy in electronic PDF format of all shop, product or setting drawings and schedules required for the work of the various trades, and the Owner, or the Engineer, if there is one, shall return within 14 days, making desired corrections, including all necessary corrections relating to artistic effect. The Contractor shall make any corrections required by the Owner, or the Engineer, if there is one, and file with him one (1) electronic PDF format corrected copy, and furnish such other copies as may be needed. The approval of such drawings or schedules by the Owner, or the Engineer, if there is one, shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has, in writing, secured approval by the Owner, or the Engineer, if there is one, of such deviations, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules.

Shop drawings and submittals shall also comply with the technical specifications for the project.

Contractor agrees that Shop Drawing Submittals processed by the Owner, or the Engineer, if there is one, are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Owner, or the Engineer, if there is one, that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Owner, or the Engineer, if there is one, the design Drawings and Specifications shall control and shall be followed.

- A. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- B. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- C. The Contractor shall employ on the work only workmen skilled in the work assigned to them, and the Owner shall have the right to require the removal from this work of any employee unacceptable to Owner.

#### **1-05 ROYALTIES AND PATENTS**

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The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the



Owner, or the Engineer, if there is one. The approval of any method of construction, invention, appliance, process, article, device or material of any kind by the Owner, or the Engineer, if there is one, shall only be an approval of its adequacy for the work, and shall not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

#### **1-06 PERMITS, REGULATIONS AND TAXES**

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- A. While there are no building permits required for the project, the contractor shall be responsible for any permits that may be required for transportation of materials and equipment to the project site and shall bear all expenses associated with processing a Storm Water Pollution Prevention Plan through the State Water Resources Control Board. Contractor shall maintain all licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise specified.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith he shall promptly notify the Owner, or the Engineer, if there is one, in writing, and any necessary changes increasing or decreasing the scope of work shall be adjusted as provided in the contract documents for changes in the work.
- C. The Contractor shall not proceed with the performance of any such work until such changes are agreed upon. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the Owner, or the Engineer, if there is one, and such adjustments of changes as aforesaid, then the Contractor shall bear all costs arising from or in connection with such work.
- D. The Contractor shall pay for all federal, state and local taxes on all materials and labor services furnished by him and all taxes arising out of the operations under this contract.

#### **1-07 PROTECTION OF WORK AND PROPERTY**

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The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents, and shall make good any damage, injury or loss thereto arising in connection with this Contract.

#### **1-08 ACCIDENT PREVENTION**

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Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded, and all hazards eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.





#### **1-09 INSPECTION OF WORK**

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- A. The Engineer, if there is one, and his representatives, and/or the Owner's representatives shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection.
- B. Re-examination of questioned work may be ordered by the Owner, or the Engineer, if there is one, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the work was caused by some other contractor for whose work the Contractor herein is not responsible and, in that event, the Contractor herein shall not be liable for such cost.
- C. All work shall be under the direct inspection of the Owner, or the Engineer, if there is one. All work shall also be subject to all necessary and required inspections of the Town of Discovery Bay and Contra Costa County. No work shall be covered until it has been inspected by the Owner, or the Engineer, if there is one.

#### **1-10 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION**

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- A. Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all-satisfactory to the Owner, or the Engineer, if there is one. The Superintendent shall not be changed except with the consent of the Owner, or the Engineer, if there is one, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, or unless the Superintendent proves to be unsatisfactory to the Owner. The Superintendent shall represent the Contractor in his absences and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner, or the Engineer, if there is one, any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.
- C. The Contractor shall be specifically responsible for the coordination of all work performed under this Contract. Coordination of the work shall be interpreted to include general laying out of the structures, coordination of the layout and work under various sections, scheduling the sequence of operations ensuring cooperation between the trades, and the preparation of erection diagrams and drawings necessary to ensure proper and expeditious completion of all work.
- D. Each Subcontractor shall be responsible for the proper laying out of his own work, shall coordinate his layout and work with the work of the other sections, and shall be responsible for any damage which may occur to the work of any other Subcontractor or Contractor because of errors or inaccuracy. Neither the Owner, nor the Engineer, if there is one, nor their representatives, will, in any case, assume the responsibility for laying out the work.

#### **1-11 CHANGES IN THE WORK**

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- A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding

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- to, or deducting from the work in writing, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. In giving instructions, the Owner, or the Engineer, if there is one, shall have authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order signed by the Owner and countersigned by the Engineer, if there is one. No claim for an addition to the contract sum shall be valid except for work ordered in writing.
- C. The value of any such extra work or change shall be determined in one of the following ways:
1. By unit prices contained in the original bid.
  2. By an acceptable lump sum proposal.
  3. On a cost-plus limited percentage basis (defined as cost of direct labor, materials and insurance plus a specified percentage of these items, but not to exceed 15% of the aggregate of the cost of such direct labor, materials and insurance as an allowance for overhead and profit. The contractor's allowance for overhead and profit on sub-contractor costs shall not exceed 5%. Sub-contractors shall be permitted a 10% allowance for overhead and profit on their similar direct costs).
- D. If none of the above is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, he shall keep and present a correct account of the cost, together with vouchers, and the Owner, or the Engineer, if there is one, shall thereupon certify the amount due for such work, including a 15% allowance for the Contractor's overhead and profit and a 10% allowance for any of his Sub-Contractors overhead and profit.

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**1-12 CLAIMS FOR EXTRA COST**

All claims for extension or extra costs of \$375,000 or less which are not resolved by change order shall be resolved in accordance with Public Estimate Code Section 20104 and following, a copy of which is attached to these General Conditions.

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**1-13 DEDUCTIONS FOR UNCORRECTED WORK**

If the Owner, and the Engineer, if there is one, deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

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**1-14 DELAYS AND EXTENSION OF TIME**

- A. If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner, or the Engineer, if there is one, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in

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transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the Owner or Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Owner or Engineer may decide but only to the extent that the delay affects critical path items for completing the work by the completion date.

- B. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Owner, or to the Engineer, if there is one. In the case of a continuing cause of delay, only one claim is necessary.
- C. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no request for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such request be reasonable.
- D. **Non-Excusable Delays** - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay and shall be solely responsible for all measures necessary to recover any time lost on account of such delays so that Work is completed within the Contract Time.
- E. **Excusable Delays** - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Owner and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay and the time of completion shall be extended for such reasonable time as the Owner or Engineer may decide but only to the extent that the delay affects critical path items for completing the work by the completion date. Excusable delays are as further defined below:
  - 1. **Abnormal Delays** - Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, COVID-19 or other pandemic, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
  - 2. **Weather Delays** - Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day.
  - 3. **Material Shortages** - Upon the submission of satisfactory proof to the Owner or Engineer by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Owner or Engineer, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable,

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practical, or economical cost or price, unless it is shown to the satisfaction of the Owner that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Owner, or to the Engineer, if there is one. In the case of a continuing cause of delay, only one claim is necessary.

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**1-15 1-15 CORRECTIONS OF WORK BEFORE FINAL PAYMENT**

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- A. The Contractor shall promptly remove from the premises all materials condemned by the Owner, or the Engineer, if there is one, as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good work of other contractors destroyed or damaged by such removal or replacement.
- B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor.

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**1-16 CORRECTION OF WORK AFTER FINAL PAYMENT**

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Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall, within 14 days of receiving notice by the Owner, remedy any defects due thereto and pay for any damage to their work resulting therefrom which shall appear within a period of twelve (12) months from the date of the acceptance by the Owner, at no expense to the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer, if there is one, subject to the right of either party to obtain judicial review. Specific equipment may have longer warranty periods as detailed in equipment specifications.

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**1-17 OWNER'S RIGHT TO DO WORK**

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If the Contractor should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer, if there is one, shall approve both such action and the amount charged the Contractor.

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**1-18 PAYMENT**

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- A. The Owner will cause partial payment to be made to the Contractor as provided in the Construction Contract on the basis of a duly certified approved estimate of the work completed as of the last day of



the preceding calendar month pursuant to this contract. These estimates will be prepared by the Contractor and shall meet the approval of the Owner, or by the Engineer, if there is one.

- B. The Contractor shall pay (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendable equipment to the extent of 95 per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such material, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the 5th day following each payment to the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

#### **1-19 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

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- A. The Owner may withhold from agreed payments to the Contractor such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work;
  2. Defective work not remedied;
  3. Failure of a Contractor to make proper payments to his subcontractors.
  4. Reasonable doubt that the Contract can be completed for the balance then unpaid; and
  5. Evidence of damage to another contractor.
- B. In any of the above instances, the Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render a proper accounting of all such funds disbursed.

#### **1-20 CONTRACTOR'S INSURANCE**

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- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance, and companies carrying such insurance, have been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required to the Subcontractor has been so obtained and approved.
1. Compensation Insurance

The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide

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Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage insurance in which the Owner, and the Engineer, if there is one, shall be named as additional insured and which shall protect him and any Subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, **the insurance shall include contractual liability coverage to cover all indemnification and hold harmless obligations found in the Contract Documents**, and the amounts of such insurance shall be as follows:

Public Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000, on account of one accident, and Property Damage insurance in amount no less than \$1,000,000.

3. Insurance Covering Special Hazards

A rider or riders to the Public Liability and Property Damage insurance policy or policies herein required shall be furnished by the Contractor for special hazards, such as blasting, operation of material hoist, etc.

4. Automobile Insurance

The Contractor shall take out and maintain during the life of his contract, automobile public liability insurance in amounts not less than \$500,000/\$1,000,000 and property damage liability insurance in amount not less than \$500,000, if any teams or motor vehicles are engaged in operations within the terms of this Contract on the site of the work to be performed thereunder, covering the use of all such teams or motor vehicles, unless such coverage is included in the insurance required by sub-section 2) hereof

5. Contingent Insurance

The Contractor shall provide contingent or protective public liability insurance in amounts not less than \$1,000,000/\$1,000,000, and contingent or protective property damage insurance in amount not less than \$500,000 if any work is subcontracted; and this requirement shall be applicable to Subcontractors as well in the event they sublet any of



their work.

- B. It is understood that the Contractor will submit prior to the execution of the final Contract certificates of insurance evidencing coverage as set forth herein and which shall name the Owner, and the Engineer, if there is one, and their employees as an additional insured under all such policies. Any and all amounts of deductible shall be assumed by the Contractor at his sole risk.
- C. Cancellation Clause
- D. All policies must provide for ten (10) day's cancellation notice in writing to the Owner, and to his Engineer, if there is one, before cancellation becomes effective.
- E. The Owner may accept insurance covering a Contractor or Subcontractor in character and amounts less than the standard requirements set forth herein where such standard requirements appear excessive because of the character or extent of the work to be performed by such Contractor or Subcontractor; but such acceptance as to any Contractor or Subcontractor shall not thereby relieve any other Contractor or Subcontractor of meeting the full extent of the requirements herein.

#### **1-21 INDEMNIFICATION OF OWNER AND ENGINEER**

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Contractor agrees to protect, defend, indemnify, and hold the Owner, and the Engineer, if there is one, harmless from and against any and all liability, loss or expense (including attorney's fees) in connection with any claim, demand, action or cause of action asserted against Owner or Engineer ("Claim") because of any injury to or death, loss or damage, however caused, results from, or is alleged to result from, or is alleged to result from, or occurs in connection with the performance of this Contract whether before or after completion, by Contractor or Contractor's agents, employees, Subcontractors, or anyone acting under Contractor's control. As a part of such indemnification, Contractor agrees, if requested by Owner or Engineer, to assume, without expense to Owner or Engineer, the defense of any such claim, demands, actions or causes of action. This indemnity does not apply and Contractor has no duty to indemnify the Owner or the Engineer if the Claim arises from the sole negligence, active negligence or the willful misconduct of the Owner or the Engineer. It is the intent of this Section to comply with the provisions of California Civil Code §2782 and Contractor shall have no indemnity obligations which are prohibited by that Section or any other provision of California law which makes an indemnity obligation against public policy or otherwise unenforceable.

#### **1-22 SURETY BONDS**

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The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the estimated amount, as stated in the Contract and in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the cost of the premium.

#### **1-23 DAMAGES**

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- A. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.
- B. Should the Contractor fail to complete the work included in the Contract within the time limit agreed



upon or such extensions thereof as may be granted, a deduction will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion. **This deduction shall apply to all project milestones including the overall completion schedule as well as interim project time constraints detailed in the Contract Documents. The amount of the deduction shall be as specified in the Agreement.**

- C. Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as otherwise provided in the Contract Documents in the case of faulty work or materials.

#### **1-24 TRANSFER OF CONTRACT**

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The Contractor shall not transfer his Contract without the approval of the Owner. No transfer shall, under any circumstances relieve the Contractor of his liabilities and obligations under his Contract. No transfer shall be made until after the Surety has been given due notice of such transfer and has furnished written consent thereto.

#### **1-25 SEPARATE CONTRACTS**

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The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

#### **1-26 SUBCONTRACTORS**

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- A. The Contractor shall submit with the Bid a list of all subcontractors who will perform work in excess of one-half percent of the total bid or, in the case of streets or highways, one-half percent or \$10,000, whichever is greater, and the Contractor shall not employ any that the Owner, or Engineer, if there is one, may within a reasonable time object to as incompetent or unfit.
- B. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

#### **1-27 1-27 ENGINEER'S STATUS**

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- A. The Engineer, if there is one, shall have general supervision and direction of the work as provided in his Contract with the Owner. He is an agent of the Owner only to the extent provided in the Contract Documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage maybe necessary to insure the proper execution of the Contract.
- B. As the Engineer, if there is one, is in the first instance, the interpreter of the conditions of the Contract and the judge of its performance he shall side neither with the Owner nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both.





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**1-28 1-28 ENGINEER'S DECISIONS**

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- A. The Engineer, if there is one, shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
- B. The decisions of the Engineer, if there is one, in matters relating to artistic effect, shall be final, if within the terms of the Contract Documents.

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**1-29 1-29 DISPUTES**

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Any disputes, claims or questions arising under the Contract or any documents thereof shall be resolved pursuant to PCC §§ 20104 – 20104.6, attached hereto.

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**1-30 1-30 CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT**

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Contractor shall adhere to all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA) as amended.

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**1-31 TRENCHING REQUIREMENTS**

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- A. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall:
  - 1. Promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
    - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
    - (b) Subsurface or latent physical conditions at the site differing from those indicated.
    - (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. That the Owner, or Engineer, if there is one, shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein. In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the



Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided herein which pertain to the resolution of disputes and protests between the contracting parties.

### **1-32 UTILITY RELOCATION**

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- A. Owner shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities which may be located on the project site if either Owner, or Engineer, if there is one, fails to identify the utilities in the plans and specifications made a part of the Notice Inviting Bids, and Owner shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor while performing the Contract discovers utility facilities not identified by the Owner in the Contract plans or specifications, he shall immediately notify Owner, or Engineer, if there is one, in writing.
- B. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.
- C. Nothing herein shall be deemed to require Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve Owner, or Engineer, if there is one, from identifying main or trunklines in the plans and specifications.

### **1-33 TIME OF COMPLETION**

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The Contractor shall commence work within five (5) working days after receipt of Notice to Proceed and shall complete the Contract work within the time limit specified herein:

#### **Time of Completion: As specified in the Agreement**

- 1. Workdays shall be Monday through Fridays except for legal holidays and work hours shall be 7:00 a.m. to 4:30 p.m.

### **1-34 UNFAIR BUSINESS PRACTICES CLAIMS**

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In entering into this Contract, Contractor offers and agrees to assign to the Owner 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 Sec15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.



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**1-35 OWNER'S RIGHT TO TERMINATE, AMEND, OR MODIFY CONTRACT**

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- A. Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
- B. Owner may make changes in the Contract in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded or entered into. Contractor shall be paid for the changes in accordance with the provisions of the Contract governing payment for changes in the work or, if no provisions are set forth in the Contract, payment shall be as agreed to by the parties.
- C. Owner may, by mutual consent of the contracting parties, terminate, amend, or modify the Contract. The compensation payable, if any, for amendments and modifications shall be determined as the parties so agree. The compensation payable, if any, in the event the Contract is so terminated shall be determined as the parties so agree or under applicable statutory provision providing for the termination.
- D. Owner may, at its discretion, terminate the Contract for environmental considerations, whether or not such considerations were foreseen at the time the parties entered into the Contract.
- E. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled work mentor proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or Engineer, if there is one, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer, if there is one.

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**1-36 CONTRACTOR STAGING OF MATERIALS**

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- A. The Contractor shall be allowed to stage construction materials needed for the project at the immediate job site, providing that such materials do not impose on Public Right of Ways and poses no hazard to the general public. Contractor shall plan for delivery of material to the extent possible that has the least impact to the job site. In the event that a product cannot be stored at the job site and will be used within

**Section 00500**  
**GENERAL CONDITIONS**  
TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



a short period of time, advance arrangements may be made with the Town of Discovery Bay CSD. The Town of Discovery Bay CSD does not assume any liability for any material or product stored at or near the job site.

**1-37 PARKING OF VEHICLES AND EQUIPMENT**

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- A. Due to the limited space available at the job site, construction equipment and vehicles cannot be stored on any Public Right of Way. In the event that a unit of construction equipment needs to remain at or near the job site after normal business hours, arrangement must be made in advance with the Town of Discovery Bay Community Services District (CSD), and the Town of Discovery Bay CSD assumes no liability for such equipment.
- B. Parking of company and personal vehicles is limited due to space available at the job site. All local and county traffic and parking ordinances must be followed during the course of construction. If other than normal Legal Street parking is needed during business hours, arrangements must be made in advance with the Town of Discovery Bay CSD.

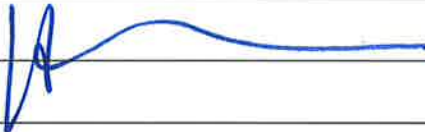


**Section 00500**  
**GENERAL CONDITIONS**  
 TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



**CERTIFICATION BY CONTRACTOR**

I am aware of the provisions of Section 3700 of the Labor Code which require 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.

CONTRACTOR: Power Engineering Construction Co.  
 BY: Hilary Tigue   
 TITLE: Vice President/Treasurer

CONTRACTOR'S LICENSE NUMBER: A/BHAZ 488215

TELEPHONE NUMBER: 510-337-3800



**CALIFORNIA PUBLIC CONTRACT CODE SECTION 20104-20104.6**

**20104.**

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.  
  
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.  
  
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

**20104.2.** For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.



(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not



obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**20104.6.** (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.





Section 00700  
BID FORM



TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated April 2022, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within the total number of days specified in Section 1-33 of the General Conditions from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, the sum identifies in Section 1-23 of the General Conditions per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

01, 02, and 03

(Write all addenda numbers received here)



Section 00700  
 BID FORM



TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT

Bid.Item	Description	Estimated Qty	Unit	Bid Price per Unit	Total
1	Submittals, Bonds,  Licenses, Permits, Fees, & Insurance not to exceed 4.5 % of bid price.	1	LS	N/A	\$
2	SWPP Permit, BMPs, and Erosion Control for Onshore work	1	LS	N/A	\$
3	Procurement of major <u>components</u> , including: concrete weights, , 2-in breakaway pipe, and 18-in HDPE pipe, including materials sufficient parts to build 4 spare riser pipe outlets, and delivery to contractor's fabrication site	1	LS	N/A	\$
4	Procurement of minor <u>components</u> , including: bolting materials, gaskets, flanges, threaded rod, HDPE flanges, including materials sufficient parts to build 4 spare riser pipe outlets, and delivered to contractor's fabrication site	1	LS	N/A	\$
5	Procurement and delivery of materials and supplies necessary for outfall diffuser fabrication and assembly. Note the following major components shall be pre-purchased by the Town due to expected long lead times: DeZurik Air Vacuum Valve, Tideflex Valves, 18x6-in pipe saddles. CONTRACTOR shall use these pre-purchased parts and provide the same guarantees and warranty period as if the CONTRACTOR purchased these parts themselves per line 26 below.	1	LS	N/A	\$
6	Outfall diffuser pipe and New Y-Clean-out assembly: in-shop fabrication	1	LS	N/A	\$



**TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

7	Rental of butt-fusion welding machine and related equipment for outfall pipe fabrication	1	LS	N/A	\$
8	Mobilization for onshore work at Plant 2	1	LS	N/A	\$
9	Mobilization for offshore work: watercraft, dredging equipment, underwater tools, equipment, personnel	1	LS	N/A	\$
10	Onsite Dewatering, Continuous Operation, and Disposal of Water in Approved Manner	1	LS	N/A	\$
11	Temporary Facilities, Fences Roads, traffic control on levee road, and Protection of the Onshore Work	1	LS	N/A	\$
12	Onshore work at Plant No. 2: Removal of existing siphon breaker, preparation, and replacement with new air/vacuum valve (Profile/1003 )	1	LS	N/A	\$
13	Onshore work at Plant No. 2: Installation of Y-cleanout, pipe prep, welding, grinding; flush from Y-cleanout after work pipe work is complete (see line 19) (Profile/1003 and 5/1004)	1	LS	N/A	\$
14	Temporary boat barriers, warning systems, boat/barge traffic control at the Old River project area; Protection of the Offshore Work	1	LS	N/A	\$
15	Underwater Excavation: Removal, disposal, and testing (as required by the ENGINEER) of loose silty sand, silty clay overburden (Contract Drawing 3/1004)	1	LS	\$	\$



**TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**

16	Underwater Excavation: Removal of existing granular backfill, stockpile for replacement, uncover the existing pipe. (Contract Drawing 1002)	3	Ea.	\$	\$
17	Underwater work: Uncouple all concrete weights, prep pipe for removal and disposal (Contract Drawing 1002)	3	Ea.	\$	\$
18	Underwater work: Removal and disposal of existing pipe from Sta 094 flange connection to end Sta 217.38 (Contract Drawing 1002)	3	Ea.	\$	\$
19	Cover and protect remaining steel pipe at open end Sta 094 <u>after flushing from onshore (see line 13)</u> (Contract Drawing Notes/1003)	1	LS	\$	\$
20	Remove and replace concrete weights CW7 through CW11 with weights containing 18-in pipe saddles (Contract Drawings 1002, 1003)	1	LS	N/A	\$
21	Prepare existing concrete weights CW1 through CW6 to receive 18-in replacement pipe	1	LS	N/A	\$
22	Install replacement 18-in pipe upon concrete weights, fasten concrete weights with specified bolting hardware	1	LS	N/A	\$
23	Fill replacement pipe from onshore using Plant 2 pump system	1	LS	N/A	\$
24	Testing of outfall diffuser; other specified tests; witnessing by Engineer and District Engineer	1	LS	N/A	\$
25	Demobilization and Project Closeout (minimum 1.0%)	1	LS	N/A	\$



Section 00700

BID FORM

TOWN OF DISCOVERY BAY CALIFORNIA

WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



26	5-Year All-Inclusive Warranty for Outfall Diffuser	1	LS	\$	\$
27	Startup of all Systems and Owner Training	1	LS	N/A	\$
28	Allowance for Owner Directed Work Not Part of Contract Work	1	LS	N/A	\$ 20,000.00
29	All Other Items of Work Specified or Indicated Elsewhere But Not Listed Above	1	LS	N/A	\$
30	Additional Cost for Providing safety equipment as Required By Section 6700-6708 of the Labor Code.	1	LS	N/A	\$
Total Bid: All bid items, inclusive of all work incidental thereto and connected therewith.					\$

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

One Million Twenty Seven Thousand Dollars

(amount in words)

\$ 1,027,000

(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.



Section 00700

BID FORM

TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

Power Engineering Construction Co.

David Mik - President  
Hilary Tigue - Vice President/Treasurer  
Wayne Stonecipher - Vice President/Secretary

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.



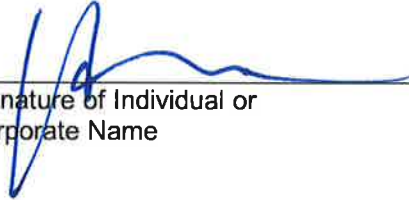
Section 00700  
BID FORM



TOWN OF DISCOVERY BAY CALIFORNIA  
WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

77-0107625  
Social Security Number  
or Federal Identification Number

  
Signature of Individual or  
Corporate Name

A/B/HAZ 488215  
Contractor's State License Number

By: \_\_\_\_\_  
Corporate Officer (if applicable)

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

By:

Hilary Tigie  
(Name)

Vice President/Treasurer  
(Title)

1501 Viking Street, Suite 200  
(Business Address)

Alameda, CA 94501  
(City and State)

510-715-0508  
(Phone Number)

tigue@powerengconstruction.com  
(E-mail address)

Date 06/08/2022



**Section 00800**  
**LIST OF SUBCONTRACTORS**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



In Compliance with the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name, location of place of business, California contractor license number, DIR Registration number and description of work to be performed of each subcontractor who will perform work or labor or render service to the Contractor on or about the construction of the Work or improvement to be performed under these specifications and the portion of the Work which will be done by each subcontractor in an amount in excess of one-half of 1 percent of the bidder's Bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of 1 percent, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

**NONE**

1. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

2. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_





**Section 00800**  
**LIST OF SUBCONTRACTORS**  
 TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



4. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

5. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

6. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

7. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



1. SCOPE OF THIS STATEMENT

In order to allow the Town of Discovery Bay CSD to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The Town of Discovery Bay CSD shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the Town of Discovery Bay CSD shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the Town of Discovery Bay CSD shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the Town of Discovery Bay CSD harmless from any claim or litigation related to the Town of Discovery Bay CSD's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8, below.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for installation of underwater **wastewater outfall diffuser structures**?  
36 years.
- b. Prospective bidders shall demonstrate a minimum of five (5) years' experience in constructing projects of a similar size, complexity, and nature for installation of underwater **wastewater outfall diffuser structures**.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. COMPLETED WORK

Provide the requested information set forth below for at least two (2) most recent projects of similar size and scope completed during the past five (5) years.

- a. Project Name: Southest Outfall Islais Creek Bypass  
 Project Description: An emergency replacement and upgrade of a 30-foot section of an outfall pipe that runs across Islais Creek. Cofferdams were built to isolate the connection structure and create a dry place to work in a tidal zone.  
 Contract Amount: \$4.6 Million  
 Date Completed: May 2020  
 Contact Person: Michael Tran  
 Contact Person's Phone: 415-850-8187



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



**5. CONTRACT TERMINATION**

- a. Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five- (5) years? NO. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

City/Client Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7 below).

**6. COMPLETION BY SURETY**

- a. Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? NO. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

Surety Contact Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7, below).

**7. ADDITIONAL PAGES**

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

\_\_\_\_\_ (List Pages)

**8. PENALTY OF PERJURY**

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



Project Name: CCCSD Outfall Improvements

Project Description: Repair landslide portion of a 72-inch RCP outfall pipe as well as other outfall related repairs and seismic upgrades

Contract Amount: \$3,897,741.65

Date Completed: November 2020

Contact Person: Mark Wenslawski

Contact Person's Phone: 925-250-2499

Project Name: SVCW Plant Effluent Outfall Replacement

Project Description: An emergency repair of a 66-inch reinforced concrete pipe that pumped treated water approximately 6,700 feet offshore from the main treatment facility structure, to an outfall that extends to the deep water channel of San Francisco Bay.

Contract Amount: \$9.7 Million

Date Completed: February 2017

Contact Person: Teresa Herrera

Contact Person's Phone: 650-832-6220

**4. CLAIMS HISTORY**

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? NO
- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? NO
- c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: \_\_\_\_\_

Claim Amount: \_\_\_\_\_

Other Party Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Describe the claim(s) on a separate sheet (see Section 7, below).



**Section 00900**  
**BIDDERS RESPONSIBILITY STATEMENT**  
**TOWN OF DISCOVERY BAY CALIFORNIA**  
**WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT**



IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER:

Signature(s)

*[Handwritten signature]*

DATE:

*06/08/2022*

Hilary Tighe - Vice President/Treasurer  
 (Name and Title of Signatories)

Power Engineering Construction Co.  
 (Legal Name of Bidder)

1501 Viking Street, Suite 200, Alameda, CA 94501  
 (Address)

510-337-3800  
 (Phone Number)



**Section 01000**  
**NON-COLLUSION AFFIDAVIT**  
 TOWN OF DISCOVERY BAY CALIFORNIA  
 WASTEWATER OUTFALL DIFFUSER REPLACEMENT PROJECT



State of California

County of Alameda

I, Hilary Tigue, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as Vice President of Power Engineering the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at Alameda, County, in the State of California.

BIDDER:

[Signature]  
 (Signature)

06/08/2022  
 (Date)

Hilary Tigue - Vice President/Treasurer

(Name and Title of Signatories)

Power Engineering Construction Co.

(Legal Name of Bidder)

1501 Viking Street, Suite 200, Alameda, CA 94501

(Address)



## CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

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

Subscribed and sworn to (or affirmed) before me on this 8<sup>th</sup> day of June,  
2022, by Hilary Tighe, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_ (Seal)



**Mike Davies**

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**Subject:** Planned road work on Bixler

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**From:** Dawn Morrow

**Sent:** Tuesday, June 7, 2022 1:43 PM

**To:** Dina Breitstein

**Subject:** Planned road work on Bixler

Hi Dina,

I hope you are doing well. I was just checking with staff on this and have the following update to share with you:

“The project on Bixler road which was scheduled to start next Monday 6/13/22, has been delayed due to an active bird nest observed nearby during the pre-construction survey, which was completed late last week.

Most of the project falls within the standard buffer for the nest. Given that the nest site is in a very busy area due to school activities and significant traffic on Byron Highway, we are working with the Conservancy/HCP to obtain approval to reduce the buffer size, which will allow us to begin construction.

We anticipate that it will take 1-2 weeks before we know if the reduced buffer is approved. We will provide the updated start date to you as soon as it can be determined. “

Let me know if you have any questions.

Dawn Morrow  
District 3 Representative



**Office of Supervisor Diane Burgis**  
3361 Walnut Boulevard, Suite 140  
Brentwood, CA 94513  
Phone (925) 655-2330

"This message is being sent on a public e-mail system and may be subject to disclosure under the California Public Records Act."