



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday April 3, 2024 7:00 P.M.

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

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting.

TO ATTEND BY ZOOM WEBINAR: <https://us06web.zoom.us/j/85454370841>

TO ATTEND BY PHONE: +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 854 5437 0841

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 Special Annual Board Planning DRAFT Meeting Minutes from March 14, 2024.
2. Approve Regular Board of Directors DRAFT Meeting Minutes from March 20, 2024.
3. Approve Register of District Invoices.
4. Direct Herwit Engineering to Prepare the 2024-2025 Annual Assessment Report for the Ravenswood Improvement District, Discovery Bay Landscape & Lighting Zone #9 by Resolution No. 2024-04.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

1. Supervisor Diane Burgis, District III Report.
2. Sheriff's Office Report.
3. Contra Costa County Fire Protection District Report.

E. MUNICIPAL ADVISORY COUNCIL

F. PRESENTATIONS

G. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Award Construction of the Marlin/Marina Pipeline Project to the Lowest Responsive Bidder in Addition to Authorizing a Professional Services Agreement with Insituform Technologies for Pipe Liner and a Professional Services Agreement with Luhdorff and Scalmanini for Engineering Services During Construction.

H. MANAGER'S REPORT

I. GENERAL MANAGER'S REPORT

J. DIRECTOR REPORTS

1. Standing Committee Reports.
 - a. Finance Committee Meeting (Committee Members Carolyn Graham and Ashley Porter) April 3, 2024.
 - b. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter) April 3, 2024.

K. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Byron Union School District Board Meeting – March 14, 2024 (Director Kevin Graves).
2. Contra Costa County Aviation Advisory Committee – March 14, 2024 (Director Kevin Graves).

L. CORRESPONDENCE

1. LAFCO – 2024 Election for LAFCO Special District Seat (Dated March 18, 2024).

M. LEGAL REPORT

N. FUTURE AGENDA ITEMS

O. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

P. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1700 Riverlake Road (APN 004-182-008-5)
Agency Negotiator: Dina Breitstein
Negotiating Parties: Hofmann Holdings LP
Under Negotiation: Price and Terms of Payment

Q. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

R. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on April 17, 2024 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."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



PLATINUM LEVEL

SDLF Platinum-Level of Governance

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

MINUTES OF THE SPECIAL ANNUAL BOARD PLANNING MEETING OF THE TOWN OF DISCOVERY BAY THURSDAY, MARCH 14, 2024 SPECIAL BOARD PLANNING MEETING - 4:00 P.M.

A. ROLL CALL

1. Called business meeting to order 4:02 p.m.
2. Roll Call was taken, and all members were present with the exception of Director Porter who was absent.

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

None.

C. PRESENTATION, DISCUSSION, AND ACTION ITEMS

Presented by General Manager Dina Breitstein.

1. Review of Mission, Vision, Values and Goals
 - The Board made no revisions or additions.
2. Looking Back 2023 Year Review

All Q1 Resolutions passed.

Q1 Accomplishments – Recreation

- Stroke and Turn Clinic
- Zumba, Paint night, Yoga, Tennis
- Hired summer Aquatic Staff

Q1 Accomplishments – Landscape

- Completion of Clipper Drive Irrigation
- Replaced Ravenswood Park rails

Q1 Accomplishments – Water

- Clipper Drive Pipeline Repair
- Purchase of new Ford F250
- Successful County Hazmat Inspection

Q1 Accomplishments – Wastewater

- WWTP Bar Screen installation
- Clipper Drive Force Main Replacement

Q1 Accomplishments - Administration

- Planning for future District Office
- Completion of Easement for Marina Waterline Crossing Repair Project
- Amendment to Ordinance No. 7 – Water Regulations and Service Ordinance
- Updated Vehicle Use Policy

Q1 Accomplishments – Finance

- Review of Budget Calendar
- First transfer of funds to Five Star Bank

All Q2 Resolutions passed.

Q2 Accomplishments – Recreation

- New fencing at Community Center
- Red Cross Lifeguarding Class
- Water Aerobics, Rec. swim, adult lap swim, swim lessons
- Movies in the Park
- American Red Cross Blood Drive

Q2 Accomplishments – Landscape

- Resurfaced Basketball Courts at Cornell Park
- New Regatta park play structure
- New fencing/gating at Community Center

Q2 Accomplishments – Water

- Successful completion of State Water Resource Control Board on-site sanitary survey of the public water system
- Successful removal of failed Well 7 pump and motor
- Well 8 drilling completed

Q2 Accomplishments – Wastewater

- Denite treatment began ahead of schedule

Q2 Accomplishments – Administration

- Launch of Slick Text Service
- Board approval for investing funds with California CLASS
- Manager Training – April 2023
- Established Code of Conduct Policy
- Revised Town Website Policy

Q2 Accomplishments – Finance

- Money Market account at Five Star Bank
- Completion and Board approval of 2021-22 Audited Financial Statements

All Q3 Resolutions passed.

Q3 Accomplishments – Recreation

- Flick 'n Float

- Recreational swim, adult lap swim, water aerobics, swim lessons
- Rebuild of Wallball
- Stroke and Turn Clinic
- Chair Aerobics

Q3 Accomplishments – Landscape

- Contract with California Conservation Corps to assist with landscaping and weed control
- Pickleball donation of \$5,520 for new shade structure
- Purchase of new lawn mower
- Resurfaced Basketball Courts at Slifer Park
- Repainted Pickleball Courts

Q3 Accomplishments – Water

- Approval granted for replacement crane truck
- Completion of bidding and planning for Willow Lake Filter Project

Q3 Accomplishments – Wastewater

- Approval of Willow Water Treatment Plant Filter Replacement Project
- Well 1B office rehabilitation completed
- Completion of clarifier covers at WWTP2

Q3 Accomplishments – Administration

- Approval of Project Analyst Accountant Class Job Description
- Established Communications Policy
- Completion of 2023-2024 Tax Roll
- Launched ToDB on NextDoor for Government
- Coffee with the General Manager - August
- ToDb Town Hall Event - September

Q3 Accomplishments – Finance

- Margaret Moggia joined TODB as Finance Manager
- Update on Rate Study Kickoff

All Q4 Resolutions passed.

Q4 Accomplishments – Recreation

- American Red Cross Blood Drive
- Free Zumba in the park
- Construction of Patio Project began
- Aquatics program through end of October
- Pickleball lessons

Q4 Accomplishments – Landscape

- Tree work near Dog Park completed
- Completed Ravenswood fencing project

Q4 Accomplishments – Water

- Equipment purchased from J.W. Backhoe
- Installation of Willow Lake Filter Distribution Pipe

Q4 Accomplishments – Wastewater

- Diffuser cleaning and installation of Y Manifold at Old River Discharge
- Completion of Lift Station Y and influent pump station bar screen installation at Plant 1

Q4 Accomplishments – Administration

- Update of Ordinance 26 – Parking Restrictions

Q4 Accomplishments – Finance

- Prop 68 Grant reimbursement submission
- Annual Capacity and Connection Fee report submitted

2023-2024 Staffing

- Lesley Marable promoted to Accounting Project Analyst position
- Rodrigo Guerrero joined Lighting and Landscaping team
- Frank Lara joined Water/Wastewater team as Water Tech 1

2023 – Awards and Recognition

- Thanked Director Porter for her service as 2023 Board President.

3. Looking Forward 2024

- Parks and Landscape Projects
 - Hire summer staff at Community Center
 - Pool Opening and Aquatics Programming
 - Prop 68 Per Capita Grant at Cornell Park Projects
 - Install solar bollards on Clipper Drive and Zone 35
- Water and Wastewater Projects
 - Well 8 – start of facility construction
 - Willow Lake – completion of new filter project
 - Denite Project Completion
 - Newport Lift Station PLC project
 - W&WW Rate Study
 - Marlin/Marina Underwater Crossing Project
 - Wastewater Operations and Maintenance Update
 - Newport and Sandpoint Underwater Crossing
 - Asset Management and GIS Controls
 - Security – facilities infrastructure
 - Inventory Control System
 - District Office Building
- Finance Projects
 - Finalize 2024 Water and Wastewater Rate Study
 - Implement new Commercial Credit Card Program
 - Present FY 2024-2025 Budget for Board's approval
 - Evaluate funding strategies to finance District's capital program
 - Evaluate Software Platforms

Break was taken at 4:34p.m.

Return from break at 4:39p.m.

4. Legal Review and Updates

Presented by Legal Counsel Andy Pinasco.

- Primer on Town Bylaws – Policy 002.
 - Purpose
 - Operate as a Community Services District
 - Provide water distribution, wastewater connection and treatment
 - Landscaping and recreational services
 - Advisory responsibilities of the Discovery Bay Municipal Advisory Council
 - Board of Directors
 - Five elected Directors serving staggered four-year terms
 - Compensation: \$115 per meeting, not to exceed \$690 per month
 - Training as required by California law: Brown Act, Ethics, Sexual Harassment
 - Meetings
 - Regular meetings on the first and third Wednesday of each month
 - Special meetings as necessary
 - Quorum required and all votes must be a majority of the entire Board, not just the Directors present
 - Board Duties
 - Policy Setting
 - Oversight
 - Decision Making
 - Representation
 - Responsibilities of General Manager
 - Appraisal and Evaluation
 - Leadership and Planning
 - Personnel Management
 - Public Relations
 - Financial Oversight
 - Board Liaison
 - Board Collaboration

D. ADJOURNMENT

Adjourned at 5:10p.m. to the Next Regular Board of Director's Meeting, March 20, 2024, beginning at 7:00p.m. at the Community Center located at 1601 Discovery Bay Boulevard.



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday March 20, 2024 7:00 P.M.**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Called business meeting to order 7:00 p.m.
2. Director Porter led the Pledge of Allegiance.
3. Roll Call was taken, and all members were present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)
None.

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 March 6, 2024.
2. Approve Register of District Invoices.

Director Porter made a Motion to Approve the Consent Calendar.
Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

D. PRESENTATIONS

None.

E. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Approve Fiscal Year 2022-2023 Audited Financial Statements.

Presented by Pauline Sanguinetti of Croce, Sanguinetti and Vander Veen.

- Total assets are approximately \$90 million.
- Total liabilities are approximately \$39 million.
- Total revenue was approximately \$13,400,000.
- Total expenses were approximately \$14 million.

Director Graves made a Motion to Approve the Fiscal Year 2022-2023 Audited Financial Statements.
Director Gutow seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

2. Discussion and Possible Action Regarding the Emergency Replacement of a Failed Retaining Wall at the Community Center and Approving Resolution No. 2024-03, Adopting a CEQA Notice of Exemption, Approving the Project and Directing Filing of the Notice of Exemption.

Presented by Projects Manager Mike Yeraka.

- The retaining wall behind the tennis courts is failing.
- Staff recommends replacing wall with a new Keystone type wall.
- Several trees will need to be removed.
- County Building Department requires a permit for tree removal.
- CEQA exemptions are allowed given this is an emergency project.

Director Porter made a Motion **to** Authorize the General Manager to execute any and all contracts, permits and documents necessary to replace the failed retaining wall and remove any trees that are interfering with the wall in accordance with the emergency provisions of the Town's Purchasing Policy, adopt Resolution 2024-03 approving the project and adopting a CEQA Notice of Exemption, and authorize staff to file the attached Notice of Exemption with the County Clerk's office.

Vice-President Graham seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

3. Discussion and Possible Action to Adopt a New Commercial Card Program.

Presented by Finance Manager Margaret Moggia.

- Staff evaluated the District's current commercial card system.
- Staff met with Umpqua Bank, a CSDA sponsored affiliate, to learn about their program.
- Umpqua offers multiple administration functions, virtual cards, third-part integration, VISA protection, and annual rebates.
- This item was presented at a previous Finance Committee meeting, and committee felt it was a good program for the District.

Director Graves made a Motion to Approve Resolution 2024-02 for the proposed adoption of a new Commercial Card Program.

Vice-President Graham seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

F. MANAGER'S REPORT

None.

G. GENERAL MANAGER'S REPORT

None.

H. DIRECTOR REPORTS

None.

I. DIRECTORS REGIONAL MEETING AND TRAINING REPORT

1. BUSD Board Workshop – February 1, 2024 (Director Kevin Graves).
2. BUSD Board Meeting – February 22, 2024 (Director Kevin Graves).

J. CORRESPONDENCE

None.

K. LEGAL REPORT

None.

L. FUTURE AGENDA ITEMS

None.

M. ADJOURNMENT

1. Adjourned at 7:47p.m. to the next Regular Meeting of the Board of Directors on April 3, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

**AGENDA ITEM:
C3**

Agenda Title: Approve Register of District Invoices.

Meeting Date: April 3, 2024

Prepared By: Margaret Moggia, Finance Manager & Lesley Marable, Accountant

Submitted By: Dina Breitstein, General Manager

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: \$ 168,310.48

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:

1. Request for Authorization to Pay Invoices for the Town of Discovery Bay CSD 2023/2024

Request for Authorization to Pay Invoices
For The Meeting On April 3, 2024
Town of Discovery Bay CSD
Fiscal Year 7/23 - 6/24

| | |
|---------------------------------|-------------|
| Pulte Home Company, LLC | \$78,011.35 |
| Pacific Gas & Electric | \$43,135.13 |
| Town of Discovery Bay CSD | \$29,261.19 |
| HASA INC | \$3,741.09 |
| Freedom Mailing Service, Inc | \$3,578.58 |
| Core & Main LP | \$2,547.14 |
| Watersavers Irrigation Inc. | \$1,590.91 |
| Lincoln Aquatics | \$1,345.20 |
| Verizon Wireless | \$1,015.65 |
| Precision IT Consulting | \$1,000.00 |
| Luhdorff & Scalmanini | \$746.50 |
| Ricoh USA, Inc | \$632.15 |
| Lucia Peters | \$450.00 |
| Stantec Consulting Services Inc | \$315.00 |
| ODP Office Solutions, LLC | \$253.96 |
| Denalect Alarm Company | \$217.00 |
| Dennis Dean Allen | \$135.00 |
| UniFirst Corporation | \$124.29 |
| Alhambra | \$86.38 |
| Discovery Pest Control | \$73.44 |
| Kelly Rajala | \$50.52 |

\$168,310.48



**AGENDA ITEM:
C4**

Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Direct Herwit Engineering to Prepare the 2024-2025 Annual Assessment Report for the Ravenswood Improvement District, Discovery Bay Landscape & Lighting Zone #9 by Resolution No. 2024-04.

Meeting Date: April 3, 2024

Prepared By: Margaret Moggia, Finance Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Adopt Resolution No. 2024-04 authorizing the Assessment review of the Ravenswood Improvement District Landscape and Lighting Zone #9, and direct Herwit Engineering to prepare the Engineer’s Assessment Report.

EXECUTIVE SUMMARY:

As part of the annual assessment process for the Ravenswood Improvement District – Discovery Bay Landscape and Lighting Zone #9, the Board must approve and direct an Engineer’s Assessment Report to be prepared. This approval must be by Resolution.

Since its inception, the Engineer’s assessment reports have been drafted and prepared by Herwit Engineering (Hewit). Due to their in-depth knowledge of the zone and access to historical data, staff recommends approving Resolution 2024-04, which directs Herwit to prepare the 2024-2025 Annual Assessment Report for Ravenswood Improvement District – Discovery Bay Landscape and Lighting Zone #9.

Herwit Engineering would perform this work under the current contract with the Town for an amount not to exceed \$2,025. Previous year’s fee was \$1,800.

FISCAL IMPACT: \$2,025

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

None.

ATTACHMENTS:

- 1. Resolution 2024-04
-



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2024-04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
REGARDING THE ANNUAL ASSESSMENT
OF THE RAVENSWOOD IMPROVEMENT DISTRICT
LANDSCAPE AND LIGHTING ZONE #9**

WHEREAS, the Board of Directors of the Town of Discovery Bay CSD, pursuant to a will-serve letter with the developer of that subdivision known as Ravenswood, has formed a landscaping, park, lighting and open space district, known as Ravenswood Improvement District — DB L&L Zone #9, for the purpose of providing for the operation and maintenance of landscaping, parks, streetlights and open space installed in said subdivision by developer; and

WHEREAS, the Board of Directors now desires to levy the annual assessment for Fiscal Year 2024-2025 for such district.

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

1. The Board of Directors of the Town of Discovery Bay Community Services District, 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, pursuant to Resolution 2005-03.
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, parks, streetlights, and open space in the subdivision 8710 known as Ravenswood.
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.
4. HERWIT Engineering is hereby ordered to prepare a report for annual assessment for the assessment district in accordance with Article 4, of Chapter 1, of Part 2, of Division 15 (commencing with § 22565), of the California Streets and Highways Code, and to file it with the Secretary of the Board of Directors of the Town of Discovery Bay Community Services District.
5. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF APRIL 2024.

Michael Callahan
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 this regular meeting held on April 3, 2024, by the following vote of the Board:

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

Dina Breitstein
Board Secretary



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Action to Award Construction of the Marlin/Marina Pipeline Project to the Lowest Responsive Bidder in Addition to Authorizing a Professional Services Agreement with Insituform Technologies for Pipe Liner and a Professional Services Agreement with Luhdorff and Scalmanini for Engineering Services During Construction.

Meeting Date: April 3, 2024

Prepared By: Mike Yeraka, Projects Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Action:

- a. Award the construction of the Marlin/Marina Pipeline Project to W.R. Forde Associates, Inc to perform the necessary construction services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to execute the Town’s construction contract agreement with W.R. Forde Associates, Inc. to perform the work contained in the bidding documents and any addendum in the amount not to exceed \$237,235.
- c. Authorize the General Manager to execute a professional services agreement with Insituform Technologies, LLC for installation of the pipe liner for the project in an amount not to exceed \$258,693.75.
- d. Authorize the General Manager to execute a professional services agreement with Luhdorff and Scalmanini for engineering services during construction in an amount not to exceed \$80,292.
- e. Authorize the General Manager to execute change orders to for all three agreements for up to 15% of each contract value.

EXECUTIVE SUMMARY:

The Board previously adopted a CEQA Notice of Exemption and approved the repair of the Marlin/Marina pipeline. The project consists of installing an 8-inch liner inside the existing 8” pipe crossing under the river between Marlin Drive and Marina Rd.

The Town recently went out to bid for construction of the Marlin/Marina Pipeline Project and received four (4) bids ranging from \$237,235 to \$425,735 as indicated on the attached. The engineer’s estimate for this portion of the project was \$260,000. The project scope includes excavating and opening up the pipe on either side of the river so that an 8”-inch liner can be installed by Insituform.

The lowest responsive bid came from W.R. Forde in the amount of \$237,235.

Attached is the proposal from Insituform to install the liner at a cost of \$258,693.75. Also attached is the Scope of

Work from Luhdorff and Scalmanini to provide engineering support services during construction in the amount of \$80,292.

The cost to complete the project is as follows:

| | |
|-------------------------------|---------------------|
| Construction (W.R. Forde) | \$237,235.00 |
| Insituform Liner Installation | 258,693.75 |
| LSCE Engineering Services | \$80,292.00 |
| Subtotal | <u>\$576,220.75</u> |
| 15% Contingency | \$86,433.00 |
| Total | <u>\$662,653.75</u> |

Funds are available from the Capital Improvement Budget for the project and from the Water Reserve Fund.

Specific Board Action:

It is recommended that the Board take the following Action:

- a. Award the construction of the Marlin/Marina Pipeline Project to W.R. Forde Associates, Inc to perform the necessary construction services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to execute the Town's construction contract agreement with W.R. Forde Associates, Inc. to perform the work contained in the bidding documents and any addendum in the amount not to exceed \$237,235.
- c. Authorize the General Manager to execute a professional services agreement with Insituform Technologies, LLC for installation of the pipe liner for the project in an amount not to exceed \$258,693.75.
- d. Authorize the General Manager to execute a professional services agreement with Luhdorff and Scalmanini for engineering services during construction in an amount not to exceed \$80,292.
- e. Authorize the General Manager to execute change orders to for all three agreements for up to 15% of each contract value.

FISCAL IMPACT:

Amount Requested: \$576,220.75 plus \$86,433 as 15% contingency.
Sufficient Budgeted Funds Available? Yes
Prog/Fund # Category: TBD

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

The Board previously adopted a CEQA Notice of Exemption and approved the repair of the Marlin/Marina pipeline.

ATTACHMENTS:

- 1. Bid Results .
- 2. Insituform Proposal.
- 3. LSCE Scope of Work.

Town of Discovery Bay
Marina/Marlin Pipeline Crossing Project
March 21, 2024 10:00a.m. Bid Results

| Bidder | Amount |
|-------------------|--------------|
| DPI, Inc. | \$407,336.00 |
| Kerex Engineering | \$249,735.00 |
| W.R. Forde | \$237,235.00 |
| Saboo, Inc. | \$425,735.00 |
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Proposal

Supply and Installation of Primus Liner[®]

Prepared for:

Mike Yeraka, P.E. – Town of Discovery Bay, CA

Prepared by:

Terry Henry



Insituform Technologies, LLC an Aegion Company

10260 Matern Place, Santa Fe Springs, CA 90670

www.insituform.com (562) 413-1585

February 5, 2024

Mike Yeraka, P.E.
Project Manager
Town of Discovery Bay, CA
1800 Willow Lake Road
Discovery Bay, CA 84505-9376

Re: Discovery Bay 8” Marina Potable Water Lining – 300-ft Crossing

Dear Mike:

Insituform Technologies, LLC (ITL) herein proposes to furnish a Proposal for the labor, materials, equipment, and services set forth below for the referenced project. The following prices should be considered confidential:

| ITEM | DESCRIPTION | QTY | UOM | UNIT PRICE | TOTAL |
|------|-----------------|-----|-----|--------------------|---------------------|
| 1 | Mobilization | 1 | LS | \$20,000.00 | \$20,000.00 |
| 2 | 8" Primus Liner | 300 | LF | \$785.00 | \$235,500.00 |
| 3 | Bond 1.25% | 1 | LS | \$3,193.75 | \$3,193.75 |
| | | | | Grand Total | \$258,693.75 |

*Unit price will be held per foot up to 25’ in line length variation.

Access pit excavation, bypass set up, and restoration activities are not included in the pricing shown above. Refer to Section 1: Responsibility Matrix for a detailed list of inclusions and exclusions, and to Section 2: Clarifications for additional information relative to this Proposal.

This pricing is based on the available information at the time of preparation of this Proposal, which is based upon similar system constraints, pressures, material, and diameter as was provided in a questionnaire completed by Discovery Bay for a different (longer and deeper) existing water main on November 19, 2020. ITL pricing includes prevailing wages for the State of California.

Prices are subject to adjustment depending on pre-installation CCTV or additional project information provided to ITL. Please let us know if you have any questions. We appreciate the opportunity to provide this Proposal.

Best Regards,



Terry R. Henry
Business Development Manager
Insituform Technologies, LLC
(562) 413-1585 | thenry@aegion.com

SECTION 1: Responsibility Matrix

| ITEM | MATERIALS | ITL | OTHERS |
|------|--|-----|--------|
| 1 | Host pipe(s) | | X |
| 2 | Valves, tees, reducers, hydrants, point repairs, leak repairs, and pipe fittings | | X |
| 3 | Primus Liner® hose lining; NSF/ANSI Standard 61 | X | |
| 4 | EndConnect™ Primus Liner® Fittings | X | |
| 5 | Restrained MJ MEGALUGS®, sleeves with all-thread rods, and closure pipe spool | | X |
| 6 | Fittings, material, equipment for pressure testing | X | |
| ITEM | SERVICES | ITL | OTHERS |
| 1 | Construction and maintenance of ROW, staging areas, and installation/access points | | X |
| 2 | Excavation of two (2) open pits for Primus Liner entry/exit, appurtenance removal, connection access at designated locations. Pit dimensions to be at least 5' wide x 10' long and extend one foot below the bottom of the host pipe. OSHA approved shoring boxes shall be installed in the open pits. | | X |
| 3 | Remove 8' section of host pipe in all installation/access pit locations, removal of required appurtenances | | X |
| 4 | Dewatering of groundwater for all open excavations | | X |
| 5 | Dust control (as required) | | X |
| 6 | Traffic control (as required) | | X |
| 7 | Preliminary dewatering of pipeline for cleaning w/ limited/process acceptable water infiltration | X | |
| 8 | Remove bends, connections, pipe fittings as noted on the plans for Primus Liner installation into host pipe. | | X |
| 9 | Excavation, or other extraordinary remedy, to prepare host pipe for installation of Primus Liner® | | X |
| 10 | Process water within a convenient distance from each installation site, including fees, deposits, and charges. | | X |
| 11 | Mobilization and demobilization one (1) time to and from jobsite | X | |
| 12 | Pre-installation CCTV and confirming measurement of existing host pipe | X | |
| 13 | Pre-installation cleaning (up to 3 passes). Loose debris and “normal” deposits only. | X | |

| | | | |
|------|---|-----|--------|
| 14 | Disposal of material/deposits/water from pre-installation cleaning with all applicable permits | | X |
| 15 | Installation of Primus Liner® hose lining | X | |
| 16 | Post-installation pressure test of Primus Liner® lined host pipe | X | |
| 17 | Bolt-up of lined/unlined host pipe sections to closure pipe spool (see attached detail) | | X |
| 18 | Disinfection/ chlorination | | X |
| 19 | Surface restoration and reseeding disturbed areas | | X |
| 20 | Removal and disposal of any hazardous or toxic materials (if encountered), including permits | | X |
| ITEM | OTHER | ITL | OTHERS |
| 1 | All required permitting and/or local licensing | | X |
| 2 | Stand-by time for any delay or shut down due to Owner/GC or other parties particular to project | | X |
| 3 | Disposal facilities for debris from ITL operations | | X |
| 4 | Toilet Facilities | | X |
| 5 | Extraordinary or special training | | X |
| 6 | Standard one-year construction warranty for Primus Liner® | X | |
| 7 | Certificate of insurance with standard coverage | X | |
| 8 | Confined space safe entry practices | X | |

SECTION 2: Clarifications

- Primus Liner® for this project is rated to accommodate 62 psi operating pressure and 120 psi test pressure. Allowable leakage shall follow ASTM F1216.
- Pressure testing is performed after the installation of EndConnect™ Primus Liner® fittings.
- Final dewatering of pipeline prior to installation of Primus Liner® shall be completed by ITL, if required.
- If preliminary CCTV indicates excessive damage or other extraordinary condition in host pipe, this will be treated as a changed condition and the previously agreed upon scope of work will be modified.
- Pipe bends, valves, air release valves, hydrant connections, service connections, or other pipe fittings not identified by provided project maps, plans or CCTV videos may influence the price above.
- A 2-inch approved water source with a 2-inch shut off valve with at least 50 psi of pressure, a 2-inch male cam lock and a valve is required at the defined pit locations. Insituform will follow all required backflow prevention and metering procedures. If no hydrant is available, Owner/GC shall be responsible for providing water onsite at each pit location with appropriate pressure and flow to not hinder production.
- Working hours for installation of Primus Liner® are anticipated to be during regular workday hours. If installation of Primus Liner® will need to be outside of regular workday hours, due to Owner/GC requirements, stated prices are subject to adjustment.
- Primus Liner® may look irregular or wrinkle due to host pipe conditions. ITL will warranty the Primus Liner® but should not have the need to correct what may look like irregularities in the Primus Liner® due to existing bends.
- Assume Thermopipe® installation in dry weather.
- ITL is not a union shop and shall not be subject to any union requirements or project labor agreements.
 - Materials are assumed to be tax exempt.



November 9, 2023

File No. 19-5-157

Mike Yeraka, PE
Projects Manager
Town of Discovery Bay
Community Services District
1800 Willow Lake Road
Discovery Bay, CA 94514

SUBJECT: Scope Amendment #4 for Engineering & Surveying Services for the Marina/Marlin Pipeline Crossing Project

Dear Mr. Yeraka:

Per your request, this letter outlines a scope amendment (scope and budget) to provide engineering services during construction by Luhdorff and Scalmanini Consulting Engineers (LSCE) for the Town of Discovery Bay Community Services District's (District) Marina/Marlin Pipeline Crossing Project.

BACKGROUND

This letter outlines a proposed scope amendment to provide engineering services during construction for the Marina/Marlin Pipeline Crossing project. The District and LSCE previously conducted an evaluation of the broken water pipe and concluded that it would be possible to install a liner. The liner would be furnished and installed by Aegion, the selected lining manufacturer. The project will require a general contractor to complete the water distribution system tie-ins.

Engineering design services for the Marlin/Marina underwater crossing project were approved on May 20, 2021 as Scope Amendment #2 to the original Willow Lake Pipeline Crossing project contract from December 16, 2019. Scope Amendment #2 included design and bidding services for the Marlin/Marina project. Scope Amendment #3 was approved on September 12, 2022 and included easement development for the work at the Marina and topographic survey work. This Scope Amendment #4 includes engineering services during construction as discussed below including field inspection during liner installation.

Task 6.5 Engineering Services During Construction (New)

Construction Support

LSCE proposed to provide the following technical services during construction. Resident field inspection during construction is not included as it is assumed the District will perform daily inspection. LSCE services include the following:

Conferences/Meetings: A pre-construction conference with the general contractor and the District will be held onsite to confirm the contractor's understanding of the intent of the contract documents. Online/virtual weekly construction meetings and coordination with the contractor and District staff will be held through construction of the project to discuss construction progress, inspections, and technical issues that may be encountered during construction. Final site visitation (project closeout) with the contractor and District will be made to confirm all final installation, cleanup and restoration of the project site. Project management and weekly meetings are assumed to occur for a total three (3)-month construction period. LSCE assumes a total of 2 onsite meetings (1 pre-con and 1 project closeout meeting) and 12 virtual construction progress meetings will occur through the construction phase.

Site Inspections: LSCE anticipates three (3) site visits by engineering staff to provide routine monitoring of the work progress over the duration of the project.

Liner Inspection: LSCE's subconsultant (Conzor) will provide full time inspection during installation of the liner and provide daily observation reports. This includes 2-days for CCTV/cleaning and 3-days to install, make connections, inflate, and pressure test. Consor's scope also includes one (1) week of travel expenses and review of up to two (2) trenchless related submittals (e.g. liner submittal). Subconsultant will also participate in the pre-construction meeting. LSCE assumes a total of up to 50 hours of field oversight will be provided by Consor's field inspector during installation of the liner.

Compaction Testing and Inspection: LSCE will provide and coordinate with our subconsultant, Construction Testing and Engineering, Inc (CTE), to perform compaction testing and concrete testing during installation of the new pipeline sections on a time and materials basis. Compaction testing will be performed at each trench pit site and concrete testing will be performed for each thrust block. Inspection results and field observations will be provided in digital (pdf) format following each inspection.

Cathodic Protection System Checkout: Cathodic protection system checkout is not included in LSCE's scope of work. All cathodic protection construction improvements will be performed by Corrosion Integrity with JDH Corrosion Engineer's field oversight under the general contractor's scope of work and construction contract.

Submittal and RFI Reviews: LSCE will review all construction submittals to ensure all products used during construction are consistent with the plans and specifications. LSCE will provide assistance to the District in responding to requests for information regarding questions on details of the contract, proposed substitutions of materials or equipment, design changes and alternative approaches. LSCE assumes a total of ten (10) submittals, and four (4) RFIs will need to be reviewed/completed.

Change Order Reviews: LSCE will review any proposed contract change orders which address unforeseen conditions, new information and resolve any inconsistencies within the contract documents. Anticipated assignments included assistance in preparing requests to the general contractor for proposals for extra or changed work; assistance in research of contract documents

to determine if work proposed by general contractor for inclusion in a change order should be considered extra work for which a change order is appropriate; review of design calculations and intent; review of cost estimates. LSCE assumes a total of two (2) change orders will need to be reviewed/completed.

Progress Payments: LSCE will review, approve, and recommend payment on the contractor's progress billings based on the construction progress made onsite in consultation with the District's onsite operator.

Record Drawings: At the end of the construction phase of the project, LSCE will develop a set of project record drawings based on field annotations provided by the general contractor and District field staff. Record Drawings will be completed in AutoCAD and delivered to the District in digital format only.

Assumptions:

- This project falls under CEQA exemption.
- District will pay all permit and review fees.
- Contractor will not need to prepare a SWPPP as the disturbed area is less than one (1) acre.
- Contractor will submit an Encroachment Permit Application if needed.
- Contractor will prepare the Traffic Control Plan with the Encroachment Permit Application if needed.
- Contractor will perform construction staking as will be dictated in the Plans and Specifications.

Services not provided:

- Any services not specifically identified in this scope of work.

Scope Amendment #4 Budget Estimate

LSCE proposes a budget for Scope Amendment #4 of \$76,921 This includes LSCE engineering services during construction scope of work and subconsultant costs. The costs are estimated in accordance with LSCE's Schedule of Fees (enclosed). Direct expenses for travel and reproduction costs are included in the estimates below.

| Table 1. Estimated Scope Amendment #4 | | | | |
|---|-----------------|-------------------|-------------------------|-----------------|
| Task Description | LSCE | HDD Sub (Conсор)* | Geotechnical Sub (CTE)* | Total |
| Task 6.5 Engineering Services During Construction | \$41,362 | \$28,405 | \$10,525 | \$80,292 |
| Total | \$41,362 | \$28,405 | \$10,525 | \$80,292 |

*Includes LSCE's standard 15% markup fee for subconsultant services

A summary of the scope amendments to-date is provided below, with a revised contract amount with Scope Amendment #4.

| | |
|--|------------------|
| Original Contract (Willow Lake Crossing Design) | \$29,795 |
| Scope Amendment #1 (Willow Lake Crossing Construction Management) | \$35,010 |
| Scope Amendment #2 (Willow Lake Inspections and Marlin Crossing Design) | \$43,559 |
| Scope Amendment #3 (Marlin/Marina Crossing Engineering & Surveying Services) | \$22,871 |
| Scope Amendment #4 (Marlin/Marina Crossing Engineering Services During Construction) | \$80,292 |
| <hr/> | |
| Revised Contract Total | \$211,527 |

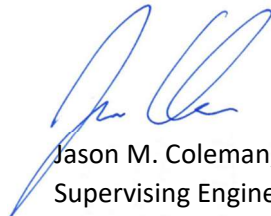
Please let us know if you have any questions or comments on the proposed scope amendment.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Oscar Serrano, PE
Senior Engineer



Jason M. Coleman, P.E
Supervising Engineer

Enclosures:

- 2023 LSCE Fee Schedule
- LSCE Cost Proposal for Professional Services During Construction
- Consor Scope of Work Proposal
- CTE Scope of Work Proposal



500 FIRST STREET • WOODLAND, CA 95695

2023 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

| | |
|--------------------------------|------------------|
| Senior Principal | \$245/hr. |
| Principal Professional..... | \$235/hr. |
| Supervising Professional | \$225/hr. |
| Senior Professional | \$180 to 220/hr. |
| Project Professional | \$160 to 180/hr. |
| Staff Professional | \$135 to 160/hr. |

Technical

| | |
|-----------------------------|------------------|
| Engineering Inspector | \$145/hr. |
| ACAD Drafting/GIS | \$145/hr. |
| Engineering Assistant..... | \$120 to 145/hr. |
| Scientist..... | \$120 to 145/hr. |
| Technician..... | \$120 to 145/hr. |

Clerical Support

| | |
|--|-----------------|
| Word Processing, Clerical..... | \$94/hr. |
| Digital Communications Specialist | \$94 to 104/hr. |
| Project Admin/Accounting Assistant | \$94 to 114/hr. |

| | |
|--|-----------------------|
| Vehicle Use | \$0.625/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 CSD
 Project: Willow Lake Pipeline Crossing (Scope Amendment #4)
 Estimated By: JC, OS
 Date: 11/9/23

PROJECT COST ESTIMATE



Luhdorff & Scalmanini
 Consulting Engineers

Project # 19-5-157

| Task | Billing Level | PROFESSIONAL | | | | SUBCONSULTANTS | | DIRECT EXPENSES | | TOTALS |
|------|----------------------|----------------------|---------------------|-----------------|---------------|------------------|-------------|-----------------|-----------------------|--------|
| | | Supervising Engineer | Senior Engineer | Staff Engineer | ACAD Drafting | Liner Inspection | Geotech | Travel | Copies / Reproduction | |
| | Billing Rate (\$/Hr) | J. Coleman \$228 | O. Serrano \$210 | T.Cruz \$160 | \$155 | Conсор Lump | CTE Lump | Lump | Lump | |

| | | | | | | | | | | |
|--|---|----------|----------|---------|----------|----------|----------|-------|----------|--|
| Task 6.5 Marina Crossing - Engineering Services During Construction | Pre-Construction meeting (agenda/minutes) | 2 | 8 | 4 | | | | \$100 | | |
| | Submittal Review (10) | 4 | 15 | 24 | | | | | | |
| | RFI (4) | 2 | 8 | 12 | | | | | | |
| | Weekly meetings (10) | 10 | 15 | 20 | | | | | | |
| | Inspections (3) | | 15 | | | \$28,405 | | | | |
| | Compaction Testing | | | | | | \$10,525 | | | |
| | Change Order Assistance | 4 | 6 | 4 | | | | | | |
| | Project Acceptance Mtg | 2 | 8 | 4 | | | | \$100 | | |
| | As-Built Drawings | 1 | 4 | | 24 | | | | | |
| | Project Management | 4 | 16 | | | | | | | |
| LSCE (hours) | 29 | 95 | 68 | 24 | | | | | | |
| LSCE (cost) | \$6,612 | \$19,950 | \$10,880 | \$3,720 | | | | | \$41,162 | |
| Sub-Consultant (cost) | | | | | \$28,405 | \$10,525 | | | \$38,930 | |
| Direct Expenses (cost) | | | | | | | \$200 | \$0 | \$200 | |

Task 6.5 Subtotal **\$80,292**

| | | | | | | | | | |
|-----------------------------------|---------|----------|----------|---------|----------|----------|-------|-----|-----------------|
| Total LSCE Hours | 29 | 95 | 68 | 24 | | | | | 216 |
| Total LSCE Cost | \$6,612 | \$19,950 | \$10,880 | \$3,720 | | | | | \$41,162 |
| Total Sub-Consultant Cost | | | | | \$28,405 | \$10,525 | | | \$38,930 |
| Total Direct Expenses Cost | | | | | \$0 | | \$200 | \$0 | \$200 |
| COST PROPOSAL - TOTAL | | | | | | | | | \$80,292 |

* Sub-Consultant costs include 15% markup

EXHIBIT A

SCOPE OF WORK MARINA/MARLIN PIPELINE CROSSING LUHDORFF & SCALMANINI

Introduction/General/Background

Luhdorff & Scalmanini Consulting Engineers (LSCE) has asked Consor North America, Inc. (Consor) to provide a scope of work and fee schedule for construction phase services for the proposed waterline rehabilitation project at the Town of Discovery Bay, California. This Scope of Services has been separated into two (2) distinct tasks for clarity and is described in detail below.

Project Understanding and Assumptions

The City of Discovery Bay is needing to rehabilitate an existing waterline between Marlin Drive and Discovery Bay Marina. The existing pipeline 8-inch line under Marlin Bay is to be sliplined.

Project Assumptions

LSCE is serving as the engineer of record for design and was/will be responsible for the following items:

- Design of pipeline rehabilitation and appurtenances
- Subsurface information (i.e., Geotechnical Investigation Report)
- Topographic and bathymetric survey
- Development of the contract documents, project drawings, including the associated Computer Aided Design (CAD) service, and project specifications.
- Incorporation of Consor provided markups and comments into a final contract document bid set

Consor will be responsible for the following elements.

- Provide construction phase services for the trenchless rehabilitation portion of the project, including onsite observation of the sliplining operation.

Total project duration is assumed to be approximately 2 months.

Scope of Services

Consor will perform the following services.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with LSCE staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Conсор will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.2 Project Coordination

Conсор will maintain communication with the LSCE through meetings via voice, email, and fax communication.

1.3 Management and Coordination of Staff

Conсор will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

In addition, a Health and Safety Plan (HASP) will be created that is custom to this project. It is Conсор's policy to promote and foster a safe work environment for the team both inside the office and in the field. The HASP will align with all local Occupation Health and Safety Administration (OSHA) requirements, client safety plans and program, and contractor safety plans.

Based on Conсор's assessment of the probably risks and demands of this project, the HASP will consist of the Conсор Safety Handbook and a site-specific plan to address potential, probable hazards. The purpose is to proactively aid employees in identifying, understanding, and mitigating the risks they are likely to encounter when working on this project, especially when visiting a site. The Project Manager (PM) will establish appropriate precautions and communicate those to the project team through the designated specific safety person (in most cases this will be the PM). In addition to the HASP, the safety plans of the client are attached as appendices to this document and will supersede the HASP when staff are at project locations.

Task Deliverables

- Conсор shall deliver to LSCE a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Meetings attended
 - Problems encountered and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls or optional services
 - Budget Analysis
 - Issues requiring project team action

Assumptions

- Consor assumes a Notice to Proceed date by July 1, 2024.
- Consor assumes up to four (4) half-hour meetings with the LSCE Principal-in-Charge or Project Manager.
- Project duration will be 2 months; therefore, it is assumed that there will be up to 2 progress payments/status reports.

Task 2 – Construction Services

Objective

To provide construction phase services related to the observation of construction activities associated with the pipeline rehabilitation.

Activities

2.1 Submittal Review and Response

Provide up to two (2) submittal review and response and one (1) resubmittal responses of trenchless-related documents pertaining to construction means and methods, constructability, excavation equipment, and contractor proposed trenchless alternatives.

2.2 Attend Pre-Construction and Progress Meetings

Participate in a virtual project Pre-Construction meeting and up to two (2) half-hour progress meeting conference calls.

2.3 Trenchless Construction Observations

Observe trenchless construction work activities and prepare daily observations reports documenting conformance with the contract documents; identify and resolve trenchless construction related nonconformities and conflicts observed on site.

Task Deliverables

- Document and return electronic records of review and comments
- Construction observation reports, in pdf format

Assumptions

- Pre-construction meeting will be 1.5 hours in duration.
- On site trenchless construction observations will be for one (1) week, up to 50 hours.
- Review and respond to two (2) submittal and one (1) resubmittal.
- LSCE will provide all relevant project materials to facilitate submittal review and construction observations including but not limited to: plans, specifications, schedules, project contact lists, contractor submittals, and contractor requests for information.



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INFO@CTECAL.COM

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MODESTO, CA 95356
PH: (209) 543-1799
FAX: (209) 543-1775

SACRAMENTO
3628 MADISON AVE STE 22
NORTH HIGHLANDS, CA 95660
PH: (916) 331-6030
FAX: (916) 331-6037

March 7, 2023

Proposal No: 25-23-038

Attn: Oscar Serrano
Luhdorff & Scalmanini, Consulting Engineers
500 First Street
Woodland, CA 95695
530-661-0109
oserrano@lsce.com

*Thanks for the opportunity to provide a bid!
Please confirm we're on your bidder's list.
Send invites to: info@ctecal.com*

**Subject: Estimate for Materials Testing & Inspection Services
PW TODB Marina/Marlin Pipeline Crossing**

Discovery Bay, CA

Hello Oscar Serrano,

CTE Cal, Inc. is pleased to present our cost estimate to provide Materials Testing & Inspection services. Our quote is based on our understanding of the project provided by the plans and specifications, and we guarantee the hourly rates and unit prices included herein will remain fixed for 120 days. Our proposal rates are based on CA Prevailing Wage Determinations applicable during the bid advertisement date of March 03, 2023 CTE Cal DIR No.1000021353.

Construction Schedule

Generated By: Not Available
Dated: Not Available

Construction Drawings

Generated By: Luhdorff & Scalmanini
Revision: 0
Dated: 3/1/2023

Geotechnical Report

Generated By: Not Available
Dated: Not Available

Project Specifications

Generated By: Luhdorff & Scalmanini
Dated: 2/1/2023

While we have done our best to ensure that our estimate is accurate to the project, our proposed hours, tests, or trips is highly dependent on project schedule and sequencing, and may be subject to change if project documentation is altered prior to construction. We would appreciate the opportunity to revise our estimate in such a case to accurately reflect any changes to our scope.

CTE Cal, Inc. is a recognized Small Business with the California Department of General Services (DGS) that provides full-service consulting with offices and personnel networking throughout California. We are certified by the U.S. Navy, U.S. Army Corps of Engineers, the National Bureau of Standards (CCRL & AMRL) and the Division of the State Architect (DSA). All of our Testing and Inspection procedures are supervised by a staff of experienced professionals, which includes registered Structural, Civil & Geotechnical Engineers and ACI, ACIA, AWS, ASNT and ICC certified inspectors.



CTE Cal, Inc. would like to identify cost saving benefits built into our cost estimate. Often these items are overlooked during bid evaluation process:

- **No Added Equipment Charges (Included in Rates)**
- **No Fee for CTE Cal Standard Project Management (Included in Rates)**
- **No Fee for CTE Cal Standard Administrative Services (Included in Rates)**

CTE Cal, Inc. is committed to controlling costs for our clients and eliminating surprises during the construction process. As a result, we build our business model around transparency and providing competitive rates to minimize costs on hundreds of projects each year. In addition, with offices throughout Northern California, we are able to cover many of the shop fabricators without expensive travel or per diem fees.

Based on our qualifications and ability to meet the staffing requirements, our firm would deliver effective solutions and a unique approach to meeting the demands of this project. Our staff would welcome the opportunity to sit down and discuss our approach and estimated budget in greater detail. Please do not hesitate to contact us at (510) 573-6362. We look forward to assisting you with this project.

Respectfully Submitted,

CTE Cal, INC.

A handwritten signature in black ink, appearing to read 'Selena Gray', is written over a light gray horizontal line.

**SELENA GRAY, EIT
STAFF ENGINEER**



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 PH: (916) 331-6030
 FAX: (916) 331-6037

PW TODB Marina/Marlin Pipeline Crossing

Discovery Bay, CA

Units Unit Rate Amount

Materials Testing and Inspection

Geotechnical

| | | | | |
|---|----|----|----------|-------------------|
| Grading Observation & Compaction Testing | 40 | hr | \$112.00 | \$4,480.00 |
| Laboratory: | | | | |
| ASTM D1557 Max Density Method A/B | 1 | ea | \$215.00 | \$215.00 |
| Estimated Subtotal for Geotechnical: | | | | \$4,695.00 |

Reinforced Concrete

| | | | | |
|--|----|----|----------|-------------------|
| Concrete Sampling & Testing | 12 | hr | \$103.00 | \$1,236.00 |
| Epoxy Installation Inspection | 8 | hr | \$103.00 | \$824.00 |
| Rebar Inspection | 4 | hr | \$103.00 | \$412.00 |
| Laboratory: | | | | |
| ASTM C39 Concrete Compression | 15 | ea | \$35.00 | \$525.00 |
| Estimated Subtotal for Reinforced Concrete: | | | | \$2,997.00 |

Project Management

| | | | | |
|---|---|----|----------|-------------------|
| Final Letter/ Engineer Review | 1 | ea | \$300.00 | \$300.00 |
| Sample Pickup | 3 | ea | \$120.00 | \$360.00 |
| Trip Charge | 8 | ea | \$100.00 | \$800.00 |
| Estimated Subtotal for Project Management: | | | | \$1,460.00 |

Total

Estimated Project Total: \$9,152.00

Prop # 25-23-038 / 3-7-23



BASIS OF CHARGES

All services are to be provided on a time and materials basis as requested through you or your authorized representative. Services will be provided on a portal to portal basis when essential equipment is required including, but not limited to, nuclear gauge, concrete coring equipment, and floor flatness equipment.

CTE Cal’s standard administrative services include weekly report distribution, invoicing on a monthly basis, including conditional and unconditional waivers if needed. Standard project management includes daily dispatch requests with 48 hours notice, report review/distribution, and monthly invoicing summaries of budget progress. If required, a final letter and affidavit can be provided when the account balance has been paid in full.

Additional laboratory testing, field inspection, engineering, project management and administrative services are available and will be quoted as requested and based on the CTE Cal, Inc. Fee Schedule established January 1, 2023

Hourly rates/unit costs as stated are in effect from January 1, 2023 Fee Schedule provided construction begins within 120 days of the proposal date. Hourly rates subject to DIR Determinations will increase by the amount dictated by the applicable determination plus 15%.

Charges will be made on a time and materials basis for work performed in accordance with the rates stated in the proposal. The basic hourly rates are quoted on an individual project basis or as per CTE Cal, Inc. published January 1, 2023 Fee Schedule.

Estimates are based on quantities and schedules furnished by others. Where schedules are not available, assumptions are made to develop an estimated cost of services. CTE Cal, Inc. must conform to the contractors’ schedules and these can vary according to job conditions.

Schedule of Charges and Expenses

| | |
|---|---------------------------------|
| Work from 0-4 Hours | 4-Hour Minimum Billing Per Task |
| Work from 4-6 Hours | 6-Hour Minimum Billing Per Task |
| Work from 6-8 Hours | 8-Hour Minimum Billing Per Task |
| Cancellation (Less than 24hr Notice) | Half Shift Minimum Billing |
| Work over 8 hours, First 8 hours on Saturdays | Time and One Half |
| Work over 12 hours Weekdays, over 8 hours on Saturdays, Sundays, & Holidays | Double Time |
| Trip Charge | See Cost Proposal |
| Swing/Graveyard Shift (8 hour minimum) | 15% Premium |
| Reimbursables | Cost plus 15% |



AUTHORIZATION FOR WORK TO BE PERFORMED
Estimate for Materials Testing & Inspection Services
PW TODB Marina/Marlin Pipeline Crossing

Discovery Bay CA

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work might better meet your current needs, please call our office at The attached CTE Cal, Inc. Standard Terms and Conditions shall govern this agreement.

The opportunity to present this proposal is appreciated and we look forward to working with you.

Authorized Signature

Date

Printed Name

Title

Attachments: CTE Cal 2023 Standard Terms & Conditions

CTE CAL, INC. STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** CTE CAL's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE CAL and its client ("Client") relating to the project and the services provided by CTE CAL for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE CAL prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE CAL's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE CAL requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE CAL and Client. CTE CAL's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE CAL's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding on CTE CAL.
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5. **PROJECT DELAY:** CTE CAL is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE CAL's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE CAL's work. CTE CAL shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE CAL shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE CAL, and copies thereof, shall remain the property of CTE CAL and may not be used by Client or other third parties without CTE CAL's express written consent. In the event that Client fails to pay CTE CAL for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE CAL and not to use, lend, or otherwise authorize the use of said documents without CTE CAL's written consent.
7. **MUTUAL COOPERATION:** CTE CAL and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE CAL all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **WARRANTY:** CTE CAL warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE CAL does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE CAL makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE CAL makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
9. **EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE CAL. CTE CAL expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
10. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE CAL which are not signed by CTE CAL or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE CAL and waives all rights and claims against CTE CAL for their unauthorized use.
11. **NO FIELD DIRECTION:** Client understands that CTE CAL's field personnel provide technical assistance to Client at the project site, and that CTE CAL will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE CAL is providing technical assistance and is not directing the work.
12. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE CAL is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE CAL, the cost of re-staking shall be paid for by Client as extra work.
13. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE CAL harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE CAL.
14. **PROFESSIONAL LIABILITY:** CTE CAL agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE CAL performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE CAL that particular testing and inspection is required, CTE CAL assumes no responsibility to ensure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE CAL's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE CAL's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE CAL's total invoiced and paid fee on the project, whichever is greater.
15. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE CAL and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE CAL and Client agree that any such action arising out of the services provided by CTE CAL shall be brought in the Superior Court of the State of California, County of San Diego.



FREMONT
46716 FREMONT BLVD.
FREMONT, CA 94538
PH: (510) 573-6362
INFO@CTECAL.COM

MODESTO
4230 KIERNAN AVE STE 150
MODESTO, CA 95356
PH: (209) 543-1799
FAX: (209) 543-1775

SACRAMENTO
3628 MADISON AVE STE 22
NORTH HIGHLANDS, CA 95660
PH: (916) 331-6030
FAX: (916) 331-6037

March 7, 2023

Proposal No: 25-23-038

Attn: Oscar Serrano
Luhdorff & Scalmanini, Consulting Engineers
500 First Street
Woodland, CA 95695
530-661-0109
oserrano@lsce.com

*Thanks for the opportunity to provide a bid!
Please confirm we're on your bidder's list.
Send invites to: info@ctecal.com*

**Subject: Estimate for Materials Testing & Inspection Services
PW TODB Marina/Marlin Pipeline Crossing**

Discovery Bay, CA

Hello Oscar Serrano,

CTE Cal, Inc. is pleased to present our cost estimate to provide Materials Testing & Inspection services. Our quote is based on our understanding of the project provided by the plans and specifications, and we guarantee the hourly rates and unit prices included herein will remain fixed for 120 days. Our proposal rates are based on CA Prevailing Wage Determinations applicable during the bid advertisement date of March 03, 2023 CTE Cal DIR No.100021353.

Construction Schedule

Generated By: Not Available
Dated: Not Available

Construction Drawings

Generated By: Luhdorff & Scalmanini
Revision: 0
Dated: 3/1/2023

Geotechnical Report

Generated By: Not Available
Dated: Not Available

Project Specifications

Generated By: Luhdorff & Scalmanini
Dated: 2/1/2023

While we have done our best to ensure that our estimate is accurate to the project, our proposed hours, tests, or trips is highly dependent on project schedule and sequencing, and may be subject to change if project documentation is altered prior to construction. We would appreciate the opportunity to revise our estimate in such a case to accurately reflect any changes to our scope.

CTE Cal, Inc. is a recognized Small Business with the California Department of General Services (DGS) that provides full-service consulting with offices and personnel networking throughout California. We are certified by the U.S. Navy, U.S. Army Corps of Engineers, the National Bureau of Standards (CCRL & AMRL) and the Division of the State Architect (DSA). All of our Testing and Inspection procedures are supervised by a staff of experienced professionals, which includes registered Structural, Civil & Geotechnical Engineers and ACI, ACIA, AWS, ASNT and ICC certified inspectors.



CTE Cal, Inc. would like to identify cost saving benefits built into our cost estimate. Often these items are overlooked during bid evaluation process:

- **No Added Equipment Charges (Included in Rates)**
- **No Fee for CTE Cal Standard Project Management (Included in Rates)**
- **No Fee for CTE Cal Standard Administrative Services (Included in Rates)**

CTE Cal, Inc. is committed to controlling costs for our clients and eliminating surprises during the construction process. As a result, we build our business model around transparency and providing competitive rates to minimize costs on hundreds of projects each year. In addition, with offices throughout Northern California, we are able to cover many of the shop fabricators without expensive travel or per diem fees.

Based on our qualifications and ability to meet the staffing requirements, our firm would deliver effective solutions and a unique approach to meeting the demands of this project. Our staff would welcome the opportunity to sit down and discuss our approach and estimated budget in greater detail. Please do not hesitate to contact us at (510) 573-6362. We look forward to assisting you with this project.

Respectfully Submitted,

CTE Cal, INC.

A handwritten signature in black ink, appearing to read 'Selena Gray', written in a cursive style.

**SELENA GRAY, EIT
STAFF ENGINEER**



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PW TODB Marina/Marlin Pipeline Crossing

Discovery Bay, CA

Units Unit Rate Amount

Materials Testing and Inspection

Geotechnical

| | | | | |
|---|----|----|----------|-------------------|
| Grading Observation & Compaction Testing | 40 | hr | \$112.00 | \$4,480.00 |
| Laboratory: | | | | |
| ASTM D1557 Max Density Method A/B | 1 | ea | \$215.00 | \$215.00 |
| Estimated Subtotal for Geotechnical: | | | | \$4,695.00 |

Reinforced Concrete

| | | | | |
|--|----|----|----------|-------------------|
| Concrete Sampling & Testing | 12 | hr | \$103.00 | \$1,236.00 |
| Epoxy Installation Inspection | 8 | hr | \$103.00 | \$824.00 |
| Rebar Inspection | 4 | hr | \$103.00 | \$412.00 |
| Laboratory: | | | | |
| ASTM C39 Concrete Compression | 15 | ea | \$35.00 | \$525.00 |
| Estimated Subtotal for Reinforced Concrete: | | | | \$2,997.00 |

Project Management

| | | | | |
|---|---|----|----------|-------------------|
| Final Letter/ Engineer Review | 1 | ea | \$300.00 | \$300.00 |
| Sample Pickup | 3 | ea | \$120.00 | \$360.00 |
| Trip Charge | 8 | ea | \$100.00 | \$800.00 |
| Estimated Subtotal for Project Management: | | | | \$1,460.00 |

Total

Estimated Project Total: \$9,152.00

Prop # 25-23-038 / 3-7-23



BASIS OF CHARGES

All services are to be provided on a time and materials basis as requested through you or your authorized representative. Services will be provided on a portal to portal basis when essential equipment is required including, but not limited to, nuclear gauge, concrete coring equipment, and floor flatness equipment.

CTE Cal’s standard administrative services include weekly report distribution, invoicing on a monthly basis, including conditional and unconditional waivers if needed. Standard project management includes daily dispatch requests with 48 hours notice, report review/distribution, and monthly invoicing summaries of budget progress. If required, a final letter and affidavit can be provided when the account balance has been paid in full.

Additional laboratory testing, field inspection, engineering, project management and administrative services are available and will be quoted as requested and based on the CTE Cal, Inc. Fee Schedule established January 1, 2023

Hourly rates/unit costs as stated are in effect from January 1, 2023 Fee Schedule provided construction begins within 120 days of the proposal date. Hourly rates subject to DIR Determinations will increase by the amount dictated by the applicable determination plus 15%.

Charges will be made on a time and materials basis for work performed in accordance with the rates stated in the proposal. The basic hourly rates are quoted on an individual project basis or as per CTE Cal, Inc. published January 1, 2023 Fee Schedule.

Estimates are based on quantities and schedules furnished by others. Where schedules are not available, assumptions are made to develop an estimated cost of services. CTE Cal, Inc. must conform to the contractors’ schedules and these can vary according to job conditions.

Schedule of Charges and Expenses

| | |
|---|---------------------------------|
| Work from 0-4 Hours | 4-Hour Minimum Billing Per Task |
| Work from 4-6 Hours | 6-Hour Minimum Billing Per Task |
| Work from 6-8 Hours | 8-Hour Minimum Billing Per Task |
| Cancellation (Less than 24hr Notice) | Half Shift Minimum Billing |
| Work over 8 hours, First 8 hours on Saturdays | Time and One Half |
| Work over 12 hours Weekdays, over 8 hours on Saturdays, Sundays, & Holidays | Double Time |
| Trip Charge | See Cost Proposal |
| Swing/Graveyard Shift (8 hour minimum) | 15% Premium |
| Reimbursables | Cost plus 15% |



AUTHORIZATION FOR WORK TO BE PERFORMED
Estimate for Materials Testing & Inspection Services
PW TODB Marina/Marlin Pipeline Crossing

Discovery Bay CA

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Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at Consor's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Direct expenses will be paid at the rates described here in.

| Labor Classification | Direct Rate |
|------------------------|-------------|
| Principal Engineer III | \$285 |
| Administrative III | \$128 |

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include Travel, Lodging and subsistence per diem during construction and will be billed at Cost.

Budget/Fee Estimate

Consor proposes to complete this work as detailed above on a time and expenses basis as summarized below. Agreed "not-to-exceed" amounts are based on the scope of work incorporated herein and will not be exceeded without approval and written authorization by LCES. See table below for the proposed Fee Estimate for this work.

| Task | Description | Fee Estimate |
|--------------|-----------------------------|-----------------|
| 1 | Project Management | \$4,700 |
| 2 | Construction Phase Services | \$20,000 |
| Total | | \$24,700 |

Project Schedule

Proposed preliminary schedule of the Tasks presented herein are as follows.

| Task | Description | Start | End |
|------|-----------------------------|--------------|-----------------|
| - | Notice to Proceed | July 1, 2024 | - |
| 1 | Project Management | July 2024 | August 2024 |
| 2 | Construction Phase Services | July 2024 | August 31, 2024 |



**Thursday, March 14, 2024
Regular Board of Trustees Meeting**

**Byron Union School District
14301 Byron Hwy
Byron, CA 94514
Zoom Link: <https://us02web.zoom.us/j/83956996215>**

A. CALL MEETING TO ORDER @ 5:30 PM

1. Closed Session- Roll Call

B. ADJOURN TO CLOSED SESSION

1. Conference with Labor Negotiators (Government Code Section 54957.6)
2. Conference with Legal Counsel - Anticipated Litigation (Government Code 5456.9(d)(2)or(3))

C. RECONVENE TO PUBLIC SESSION @6:30 PM

1. Call to Order the Regular Meeting of the Board of Trustees
2. Pledge of Allegiance & Roll Call
3. Approval of Meeting Agenda
4. Report Out From Closed Session

D. PUBLIC PARTICIPATION

1. Public Comment: The public may address the Board of Trustees regarding any item within the jurisdiction of the Board of Trustees of the Byron Union School District.

E. STAFF REPORTS/PRESENTATIONS

1. Feasibility Study Presentation - Godbe Research
2. Feasibility Study Presentation - FM3 Research
3. Byron USD Security Camera Project Presentation
4. Second Interim Presentation

No decisions

F. CONSENT AGENDA

1. Warrants and Checks
2. Personnel Report
3. Approval of Board Minutes for the February 22, 2024 Regular Meeting
4. Approval of Board Minutes for the March 4, 2024 Special Meeting

G. ACTION ITEMS

1. Approve the Second Interim Financial Report

2. Approve Feasibility Study Contract
3. Approve the Second Reading of Updates to Board Bylaw 9100: Organization
4. Approve the Academy Aide Salary Schedule
5. Approve the updated Management and Confidential Supervisory Salary Schedules

H. GOVERNING BOARD COMMUNICATIONS

1. Communications and Comments from the Board

I. SUPERINTENDENT COMMUNICATIONS

1. Communications and Comments from the Superintendent

J. UPCOMING SCHOOL EVENTS

1. Discovery Bay Elementary
2. Excelsior Middle School
3. Timber Point Elementary

*SPRING
BUDGET*

K. FUTURE MEETINGS

1. April 11, 2024 - Regular Board Meeting

L. ADJOURNMENT



**Contra Costa County
Aviation Advisory Committee
Meeting Agenda
Buchanan Field Airport Clubhouse
200 Buchanan Field Road**

**PLEASE NOTE
LOCATION**

Thursday, March 14, 2024, 10:00 a.m.

***The public may attend this meeting in person at the above location.
The public also may attend this meeting remotely via Zoom or call-in.
Login information and call-in information are provided below.***

The Aviation Advisory Committee (AAC) will provide reasonable accommodations for persons with disabilities who plan to attend its scheduled meetings. Call the Director of Airports Office at (844) 359-8687 at least 24 hours in advance. Any disclosable public records related to this meeting are available for public inspection at the Director of Airports Office, 550 Sally Ride Drive, Concord, during normal business hours.

SIGN IN WITH THESE ZOOM INSTRUCTIONS:

- No registration is required
- Access via Zoom is available using the following link:
<https://ccccounty-us.zoom.us/j/87895667246>
- Follow the prompts to open Zoom and enable computer video and audio.
- Meeting ID: **878 9566 7246**
- To call in from mobile or landline phone (audio only, no video), call the following number and enter the meeting ID above: **1 214-765-0478**

Persons who wish to address the Aviation Advisory Committee during public comment on matters within the jurisdiction of the Aviation Advisory Committee that are not on the agenda, or who wish to comment with respect to an item on the agenda, may comment in person, via Zoom, or via call-in. Those participating via Zoom should indicate they wish to speak by using the “raise your hand” feature in the Zoom app. Those calling in should indicate they wish to speak by pushing “#2” on their phone.

For assistance in advance of the meeting with remote access contact Airports staff at (925) 681-4200 or email airport.team@airport.cccounty.us.

1. Roll Call

2. Public Comment Period

3. AAC Members Introduction

4. AAC Officer Elections – Chairperson, Vice-Chair, and Secretary

5. Approval of the Aviation Advisory Committee’s January 11, 2024, Meeting Minutes

6. Consider Consent Items

- a. Accept relevant Staff Reports (January and February 2024)
- b. Accept the Airport Noise for September, October, November, and December 2023 and January 2024 (including new charts) and Statistics Report for November and December 2023

7. Discussion/Action Items

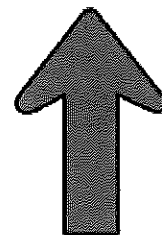
- a. Unleaded Fuel Sub-Committee Update
- b. Amendment to the AAC By-Laws pertaining to the Election of Officers and Annual Meeting Schedule Requirement Update
- c. Countywide General Plan Update – Review of Airports Specific Items (pages #56 and #235-237)
- d. ARFF/Admin/Terminal Building, Buchanan Field Airport Update
- e. Airports Safety and Security Message

8. Future Agenda Items

9. Adjourn

Next AAC Meeting is scheduled for May 9, 2024, at 10:00 am at the Buchanan Field Airport Clubhouse

Next Airport Committee Meeting: June 6, 2024, at 10:00 am





Lou Ann Texeira
Executive Officer

March 18, 2024

TO: Presiding Officer or Designated District Voting Delegate
FROM: Lou Ann Texeira, LAFCO Executive Officer
SUBJECT: **2024 Election for LAFCO Special District Seat**

Greetings,

In January 2024, LAFCO staff announced a vacancy for one Special District (Regular) seat on Contra Costa LAFCO in conjunction with the expiring term of Commissioner Michael R. McGill. At that time, LAFCO also called for nominations and the names of district voting delegates.

The deadline for submitting nominations was March 11, 2024. LAFCO received two nominations, including nominations of the incumbent Michael R. McGill (Central Contra Costa Sanitary District) and nomination of John Mackenzie (Crockett Community Services District). The attached ballot includes the two candidates.

The Independent Special District Selection Committee (ISDSC), consisting of the presiding officer (or their designee) of the legislative body of each independent special district, appoints the special district members to LAFCO. In lieu of an in person meeting to conduct the election, we are conducting the election by postal mail and email. Your district is receiving this message and ballot via postal mail and email.

Attached is the official ballot and list of presiding officers/voting delegates. If your district has not yet provided the name of your presiding officer or voting delegate (must be a board member), **please do so as soon as possible.**

We ask that each district complete and return its signed ballot to Contra Costa LAFCO office either by email to LouAnn.Texeira@lafco.cccounty.us or via postal mail to Contra Costa LAFCO, 40 Muir Road, 1st Floor, Martinez, CA 94553. In order to complete the 2024 election process, we must receive completed ballots from a majority of the districts (at least 20) no later than **April 19th**. If a majority of ballots is not received by **April 19th**, a further extension of this election will be required.

This is a time sensitive matter, and we ask that you forward this information including the attachments to your presiding officer and/or voting delegate at your earliest convenience.

Please contact the LAFCO office if you have questions or need additional information. Thank you for your attention to this matter.

Attachments

**INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE
CONTRA COSTA LAFCO
OFFICIAL BALLOT**

Election of **REGULAR** Special District Member - term of office on
Contra Costa LAFCO to May 2028

VOTE FOR ONE:

- Michael R. McGill**
(Central Contra Costa Sanitary District)

- John Mackenzie**
(Crockett Community Services District)

Name of Voting District: _____

Name of Voting Member: _____

Signature of Voting Member: _____

*Please return ballot to the LAFCO office no later than **April 19, 2024**
via email to LouAnn.Texeira@lafco.cccounty.us **or** mail to Contra Costa LAFCO
40 Muir Road, 1st Floor, Martinez, CA 94553*

Gov. Code 56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of

which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.

(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. The executive officer shall announce the results of the election within seven days of the date specified.

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.

CONTRA COSTA COUNTY SPECIAL DISTRICTS Procedures for the Special District Selection Committee

The California Government Code, specifically Section 56332, sets forth requirements for the Independent Special Districts Selection Committee (“Selection Committee”). The procedures contained herein are intended to supplement the code and provide local rules relating to the selection of special district members to the Contra Costa Local Agency Formation Commission (LAFCO).

Selection Committee Purpose

The purpose of the Selection Committee is to appoint the regular and/or alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for the regular and/or alternate special district member seats. The term of office of each LAFCO member is four years and until the appointment and qualification of his or her successor (Gov. Code §56334).

Selection Committee Membership

The Selection Committee is comprised of the presiding officer of the legislative body of each independent special district. If the presiding officer is unable to participate in the Committee meeting, the district may appoint one of its other board members to attend the meeting (Gov. Code §56332).

Selection Committee Meetings

The LAFCO Executive Officer will notify all independent special districts of a vacancy or impending vacancy in the position of regular or alternate special district member and will schedule a meeting of the Selection Committee.

To the extent possible, Selection Committee meetings will be scheduled in conjunction with meetings of the Contra Costa Special Districts Association as a convenience to members and for efficiency.

The Executive Officer will provide an election schedule to all independent special districts prior to the Selection Committee meeting.

All meetings of the Selection Committee are open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

Quorum

Each presiding officer (or appointed alternate board member) attending the Selection Committee meeting are required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the Selection Committee business. No meeting will be convened prior to establishing a quorum. The Committee shall act by majority vote of the quorum, or if more than a quorum is present at the meeting, by majority vote of those members in attendance.

Nomination Procedures

Members of governing boards of independent special districts may be nominated to serve as a regular or alternate special district member of the Contra Costa LAFCO (Gov. Code §56332).

Each independent special district is entitled to nominate a maximum of one board member per vacancy (i.e., for each regular and each alternate seat) from any district. Districts are required to make nominations by adoption of a Board resolution.

Upon selection of a nominee, the presiding officer of the district shall provide written notification of the nomination, including a copy of the Board resolution, to the LAFCO Executive Officer.

All nominations received in sufficient time prior to a Selection Committee meeting will be copied and distributed to the presiding officer of each independent special district.

Nominations may be made from the floor at the Selection Committee meeting, but only if no prior nominations by resolution were submitted by any of the independent special districts.

Balloting Process

Each nominee will be afforded an opportunity to make a brief statement (maximum of five minutes) at the Selection Committee meeting. Following these presentations, members of the Selection Committee may discuss the appointment prior to the vote being taken.

Nominees are selected based on the following process:

- A ballot listing all known nominees will be prepared and provided to the Selection Committee members. Each ballot will have opposite the nominee's name a box to record the vote. In the event that no prior nominations by resolution are submitted, a ballot containing blank lines to vote for nominees who are put forth from the floor at the Selection Committee meeting will be distributed at the meeting.
- Each ballot will have a line for the name of the special district that is casting the vote and a line for the name of the voting delegate. The ballot will not be counted if the name of the special district and voting delegate are not included.
- After votes are tallied, each delegate's vote will be announced during the meeting.

Selection of LAFCO Members

The person selected to serve must receive a majority of the votes cast in the election.

If there are more than two nominees for a single seat and no individual receives the majority of the total votes cast in the first ballot there shall be a run-off election between the two nominees who received the greatest number of votes.

If there are only two nominees for a single seat and each receives an equal number of votes, the selection to serve on LAFCO shall be done by a "straw draw" unless one of the two candidates chooses to relinquish the position.

If, as a result of an election, the Alternate Special District member on LAFCO is chosen as a Regular Special District Member, another election shall be held at a subsequent Selection Committee meeting to fill the vacancy in the Alternate Member position.

Alternate Nominating and Balloting Process

In the event that the LAFCO Executive Officer determines that securing a quorum of Selection Committee members for a meeting is not feasible, the Executive Officer may conduct the business of the Selection Committee in writing (Gov. Code §56332).

01/16/24

2024 SPECIAL DISTRICT SELECTION COMMITTEE ELECTION SCHEDULE

| <u>Date/Deadline</u> | <u>Task</u> |
|-----------------------------|---|
| 1/16/24 | LAFCO sends letter announcing upcoming election, election schedule, and calls for nominations and names of district voting delegates (must be a Board member) |
| 2/12/24 | LAFCO sends reminder |
| 3/11/24 | District deadline for submitting names of voting delegates and nominating resolutions |

IF AN ELECTION IS NEEDED, THE FOLLOWING SCHEDULE WILL APPLY:

| | |
|----------------|--|
| 3/18/24 | LAFCO transmits list of candidates and ballots to voting delegates (email and US mail) |
| 4/8/24 | LAFCO sends reminder to return completed ballots to the LAFCO office by <u>April 19, 2024</u> . |
| 4/19/24 | Election date/deadline for returning ballots |
| 4/26/24 | LAFCO must make election results available within 7 days of election [Gov. Code §56332(f)(6)] |

INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

| DISTRICT | NAME | TITLE | ALTERNATE |
|--|---------------------|-----------------|--|
| ALAMO-LAFAYETTE CEMETERY DIST | Mary McCosker | Chair | Carolyn Thiessen, Trustee |
| AMBROSE REC & PARK DIST | Trina Hudson | Chair | Mae Torlakson, Vice Chair |
| B-B-K-U CEMETERY DIST | Patricia Bristow | Chair | Emil Geddes, Trustee |
| BETHEL ISLAND MID | Tom Knorr, Jr. | Board President | Anthony Berzinas, VP |
| BYRON SANITARY DISTRICT | Danny Hamby | Chair | Mike Nisen, Vice Chair |
| CASTLE ROCK COUNTY WATER DISTRICT | Dan Moylan | | Joe Atturio |
| CENTRAL CONTRA COSTA SANITARY DIST | Mariah Lauritzen | President | Mike McGill, Pres Pro Tem |
| CONTRA COSTA MOSQUITO & VECTOR CONTROL | Darryl Young | President | Peter Pay, Vice Pres |
| CONTRA COSTA RESOURCE CON DIST | Walter Pease | President | Igor Skaredoff |
| CONTRA COSTA WATER DISTRICT | Ernesto Avila | President | Antonio Martinez, Vice Pres |
| CROCKETT COMMUNITY SERVICES DISTRICT | Luigi Barassa | President | Kent Peterson |
| DIABLO CSD | Kathy Urbelis | President | Matthew Cox, Vice Pres |
| DIABLO WATER DISTRICT | Marilyn Tiernan | President | Scott R. Pastor, Vice Pres |
| TOWN OF DISCOVERY BAY CSD | Michael Callahan | President | Carolyn Graham, Vice Pres |
| EAST CONTRA COSTA IRRIGATION DISTRICT | Glenn Stonebarger | President | Mark Dwelley, Vice Pres |
| GREEN VALLEY REC & PARK DIST | Adam Glimme | Board Member | Gina Glimme, Board Member |
| IRONHOUSE SANITARY DIST | Chris Lauritzen | President | Susan Morgan, Vice Pres |
| KENSINGTON FIRE PROTECTION DISTRICT | Julie Stein | President | Daniel Levine, Vice Pres |
| KENSINGTON POLICE PROT & CSD | David Spath | President | Alexandra Acquino-Fike, VP |
| MORAGA-ORINDA FIRE DIST | Mike Roemer | President | Greg Hasler, Vice Pres |
| MT. VIEW SANITARY DIST | Julie Halsne | President | Gregory T. Pyka, Vice Pres |
| PLEASANT HILL REC & PARK DISTRICT | Sandy Vinson | Chair | Quy Tran, Vice Chair |
| RECLAMATION DIST (RD) 799 | Jim Price | | Richard Kent, Vice Pres |
| RD 800 | Robert Lyman | | David Harris, Secretary |
| RD 830 | Chad Davisson | | Domenic Cianfichi |
| RD 2024 * | Don Wagenet | | John Jackson, Thomas Robinson, Don Wagenet |
| RD 2025 | David Forkel | | Russell Ryan, Randall Neudeck |
| RD 2026* | David A. Forkel | | Russell Ryan, Randall Neudeck |
| RD 2059 | Rob Davies | | William Hall |
| RD 2065* | Coleman Foley | | Thomas Baldocchi, Sr., Thomas Baldocchi, Jr. |
| RD 2090* | Jake Messerli | Chair | Paul Phillips |
| RD 2117* | Joyce Speckman | | Sandra Speckman Kiefer |
| RD 2122 | Katherine Wadsworth | | Shaun Rohrer, Emma Mendosa |
| RD 2137* | Randall Mager | Board member | Pamela A. Forbus, Attorney |
| RODEO-HERCULES FIRE PROTECTION DIST | Delano Doss | Chair | Marie Bowman, Vice Chair |
| RODEO SANITARY DISTRICT | Janet Callaghan | President | Maureen Brennan, Vice Pres |
| SAN RAMON VALLEY FIRE PROTECTION DIST | H. Jay Kerr | President | Matthew J. Stamey, Vice Pres |
| STEGE SANITARY DISTRICT | Paul Gilbert-Snyder | President | Beatrice O'Keefe, Vice Pres |
| WEST COUNTY WASTEWATER DIST | David Alvarado | President | Arto Rinteela, Vice Pres |