



**TOWN OF DISCOVERY BAY**  
A COMMUNITY SERVICES DISTRICT  
SDFL Platinum-Level of Governance



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

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
AGENDA PACKET**

**Regular Board Meeting  
Wednesday, November 17, 2021**

-  
**7:00 P.M. Regular Board Meeting**

**Community Center  
1601 Discovery Bay Boulevard**

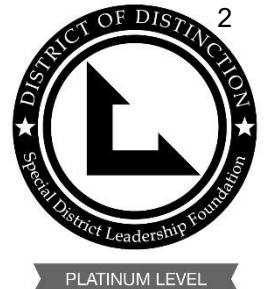




# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



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

**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday November 17, 2021, 7:00 P.M.**

**NOTICE  
Coronavirus COVID-19**

The Town of Discovery Bay Community Services District Board Chambers will be open to the public as well as attendance by video conference and telephone for this meeting. Masks are required for in person attendance. On September 16, 2021, Governor Newsom signed into law AB 361, enabling public agencies to continue using teleconferencing with modified notice and physical access requirements for public meetings during a proclaimed State of Emergency.

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

**TO ATTEND IN PERSON:** Masks are required to be worn inside the building.

**TO ATTEND BY WEBINAR:**

**Please register for Regular Meeting of the Board of Directors at:** *(copy and paste into your browser the registration URL)*

**Registration URL:** <https://attendee.gotowebinar.com/register/3772971269415318798>

**Webinar ID#** 851-984-819

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

**For listen only mode dial:** (415) 655-0052 ID# 652-819-389

**If there is any disruption to the meeting due to unforeseen circumstances we will continue via teleconference.**

**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 November 3, 2021, Regular Board of Directors DRAFT Meeting minutes.
2. Approve Register of District Invoices.
3. Approve Resolution No. 2021-20 Re-Authorizing Remote Teleconference Meetings Of The Legislative Body Of The Town Of Discovery Bay Community Services District Pursuant To Brown Act Provisions.

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

**E. PRESENTATIONS**

1. Presentation from CSDA Field Coordinator, Colleen Haley - Presenting (2) awards from Special District Leadership Federation:
  - a) District of Distinction Recognition – Platinum Level
  - b) District Transparency of Excellence Award
2. Monthly Water and Wastewater Report from Veolia – October 2021.

**F. BUSINESS AND ACTION ITEMS**

1. Discussion and Possible Action Authorizing Harris and Associates, Inc., to Prepare the Environmental Documents for Future Well 8 on Parcel C of the Pantages Subdivision in the Amount of \$35,390 Plus 15% for Contingencies.
2. Discussion and Possible Action Regarding Bid Results for the Installation of Synthetic Turf at the Community Center Swimming Pool.

**G. MANAGER'S REPORT**

**H. GENERAL MANAGER'S REPORT**

**I. DIRECTOR REPORTS**

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

**K. CORRESPONDENCE RECEIVED**

**L. FUTURE AGENDA ITEMS**

**M. ADJOURNMENT**

1. Adjourn to the regular meeting on December 15, 2021, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

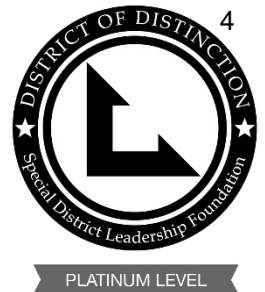
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# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## SDLF Platinum-Level of Governance



PLATINUM LEVEL

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

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday November 3, 2021, 7:00 P.M.**

**NOTICE  
Coronavirus COVID-19**

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**Webinar ID#** 917-287-875

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

**For listen only mode dial:** (415)-930-5321 **ID#** 638-502-296

**If there is any disruption to the meeting due to unforeseen circumstances we will continue via teleconference.**

**TO ATTEND BY TELECONFERENCE**

**Toll-free Dial-in Number** (877) 252-8822

**CONFERENCE CODE** 507599

**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 – Led by Director Ashley Porter.
3. Roll Call – All 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 October 20, 2021, Regular Board of Directors DRAFT Meeting minutes.
  2. Approve Register of District Invoices.
  3. Approve Resolution No. 2021-19 Re-Authorizing Remote Teleconference Meetings Of The Legislative Body Of The Town Of Discovery Bay Community Services District Pursuant To Brown Act Provisions.
- Motion made by Vice President Kevin Graves to approve items on the Consent Calendar as presented.  
Second by Director Carolyn Graham.

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

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

1. Supervisor Diane Burgis, District III Report.

Deputy Chief of Staff for Diane Burgis, Lea Castleberry - Not in attendance

2. Sheriff's Office Report.

Sheriff Lieutenant Mark Johnson - Not in attendance

3. CHP Report.

California Highway Patrol Officer Donnie Thomas - Not in attendance

4. East Contra Costa Fire Protection District Report.

East Contra Costa Fire Department Battalion Chief Ross Macumber provided the Board with a report of fires during the month of October 2021. Battalion Chief Macumber advised of a home fire with one casualty. The annexation between ECCFPD and Contra Costa County Fire continues to move along with the application currently being processed by Local Agency Formation Commission (LAFCO). The intended date of completion for the annexation will be April of 2022. With the annexation, there will be a hiring process planned to meet staffing needs relevant to the merger.

**E. PRESENTATIONS**

1. Presentation from CSDA Field Coordinator, Colleen Haley - Presenting (2) awards from Special District Leadership Federation:
  - a) District of Distinction Recognition – Platinum Level
  - b) District Transparency of Excellence Award

Agenda Item was canceled; to be rescheduled for presentation at a future Board of Directors meeting.

**F. BUSINESS AND ACTION ITEMS**

1. Discussion and Possible Action to Approve the Cancellation of the December 1, 2021, and January 5, 2022, Regular Board Meetings and Committee Meetings.

General Manager Dina Breitstein requested the Board consider the cancellations of the Regular Board Meeting and Committee Meetings for December 1, 2021, and the Regular Board Meeting and Committee Meetings for January 5, 2022. These meetings will be scheduled during a time which Town Offices will be returning from holiday time off and will not have sufficient time to prepare or post notices for the meetings. Motion made by Director Michael Callahan to accept staff's recommendation to cancel meetings as requested.

Second by President Bryon Gutow.

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

2. Discussion and Possible Action Regarding Bid Results for the Installation of Synthetic Turf at the Community Center Swimming Pool.

Agenda Item was canceled; to be rescheduled for discussion at a future Board of Directors meeting.

3. Appoint General Manager as Treasurer for Town of Discovery Bay Community Services District ("District") and Authorize the Transfer of Treasury Services and Duties from Contra Costa County Treasurer's office to The Town of Discovery Bay.

Finance Manager Julie Carter presented Resolution 2021-15 which establishes Town General Manager as Town Treasurer and authorizes the transfer of Town monies from the county to the accounts at BAC.

Motion made by Director Ashley Porter to appoint the General Manager as Treasurer of Town of Discovery Bay Community Service District.

Second by Director Carolyn Graham.

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

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

General Manager Dina Breitstein advised the Board that Town of Discovery Bay can now be found on Instagram. The Town's handle is tod94505. The public is encouraged to follow the Town's account.

General Manager Dina Breitstein issued a reminder that on November 4, 2021 there will be an event for the public to Meet the General Manager where the community will be encouraged to meet the newly appointed General Manager and town managers.

**I. DIRECTOR REPORTS**

1. Standing Committee Reports.
  - a. Communications Committee Meeting (Committee Members Carolyn Graham and Michael Callahan) November 3, 2021.  
Director Carolyn Graham reported discussion regarding the Town's text notification program and safety tips for walking outside when it's dark.
  - b. Parks and Recreation Committee Meeting (Committee Members Bryon Gutow and Ashley Porter) November 3, 2021.  
Director Ashley Porter reported discussion of safety tips for walking outside when it's dark. There was also an update on the progress of the Community Center pool. There were a few discussions of ideas for landscaping around the Town.
  - c. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter) November 3, 2021.  
Vice President Kevin Graves reported discussion of a dredge arriving which was previously ordered and the delay to manufacture it. Water Engineer Jason Coleman provided some updates on Town water projects that are currently being worked on. Vice President Kevin Graves also reported on the upcoming Well 8 project which will provide water to the future Pantages development. President Bryon Gutow asked for an update on the Willow Lake Pipeline Project. Water and Wastewater Manager Aaron Goldsworthy advised that project has been completed.
2. Other Reportable Items.

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

**K. CORRESPONDENCE RECEIVED**

**L. FUTURE AGENDA ITEMS**

**M. ADJOURNMENT**

1. Adjourned at 7:18 p.m. to the regular meeting on November 17, 2021, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

November 17, 2021

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

### Agenda Title

Approve Register of District Invoices.

### Recommended Action

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

### Executive Summary

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

### Fiscal Impact:

**Amount Requested** \$ \$913,560.33

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

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

### Previous Relevant Board Actions for This Item

### Attachments

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

AGENDA ITEM: C-2

**Request for Authorization to Pay Invoices**  
**For The Meeting On November 17, 2021**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/21 - 6/22**

Anderson Pacific	\$449,246.38
Veolia Water North America	\$145,505.39
SRS Crisafulli, Inc.	\$145,254.50
Herwit Engineering	\$87,184.30
Adams Pool Solutions	\$17,914.95
J.W. Backhoe & Construction, Inc.	\$8,521.07
Lechowicz & Tseng Municipal Consultants	\$6,125.00
Badger Meter	\$5,453.92
Luhdorff & Scalmanini	\$4,550.00
Northern Directional Drilling, Inc.	\$4,470.20
Precision IT Consulting	\$4,273.50
Delta Fence Company, Inc.	\$4,240.00
Sunna Design, Inc.	\$4,032.45
Robert Half	\$3,130.40
Contra Costa County	\$3,074.97
Pantages @ Discovery Bay LLC	\$2,704.00
Mt Diablo Resource Recovery	\$2,648.81
Devil Mountain Wholesale Nurse	\$2,392.59
Paul E. Vaz Trucking, Inc.	\$1,697.31
Univar Solutions USA Inc.	\$1,622.13
Verizon Wireless	\$1,205.82
Utility Refund Customer	\$1,012.49
Brentwood Ace Hardware	\$819.31
Bill Brandt Ford	\$818.63
Kevin Graves	\$690.00
Watersavers Irrigation Inc.	\$666.55
Core & Main LP	\$557.56
Streamline	\$480.00
Bay Area Air Quality Mgmt. District	\$462.00
Office Depot	\$414.75
Ashley Porter	\$345.00
Bryon Gutow	\$345.00
Carolyn Graham	\$345.00
Michael Callahan	\$345.00
Zee Medical Service Company	\$293.14
Yesenia Monarrez	\$224.99
Geotab USA, Inc.	\$177.75
UniFirst Corporation	\$171.67
Alhambra	\$73.80
Discovery Pest Control	\$70.00
	<hr style="width: 20%; margin-left: auto; margin-right: 0;"/> \$913,560.33





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION 2021-20**

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

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

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

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

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

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

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

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

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

WHEREAS, the health orders issued by the Contra Costa County Health Officer recommending measures to preserve the public health, including indoor masking requirements, social distancing from non-household members for vaccinated individuals that have been exposed to COVID-19, and measures acknowledging that close contact to other persons increases the risk of transmission, remain in effect.

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

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

Section 2. State of Emergency. The Board of Directors hereby reconsiders the circumstances of the current State of Emergency proclaimed by the Governor on March 4, 2020 and find that the ongoing conditions of the State of Emergency directly impact the ability of members to meet safely in person.

Section 3. Measures to Promote Social Distancing. The Board of Directors hereby finds that Cal-OSHA and the County Health Official continue to recommend measures to promote physical distancing.

Section 4. Remote Teleconference Meetings. The General Manager of the Town of Discovery Bay Community Services District is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

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Bryon Gutow  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 17, 2021, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Dina Breitstein  
Board Secretary

A thick white vertical bar is positioned to the left of the main title text.

# Water and Waste Water Monthly Report Town of Discovery Bay

*October 2021*

## Safety & Training

Safe Work Days: 4,448

### **VNA University:**

Materials Handling Safety

Crane Safety for General Industry

### **Weekly Safety Topics:**

10/6 – Near Miss Reporting

10/13 – Earthquake Safety

10/20 – Safety While Driving in Rain

10/27 – Housekeeping Inspection Report

# Water Well Status

Willow WTP

**01**

Active

**02**

Active

**06**

Active

Newport WTP

**04**

Active

**05**

Active  
(Emergency)

**07**

Active

## Water Production & Chemicals

Willow WTP	Production (MG) 1.47	Chemicals (gal) (Sodium Hypochlorite) 1,537
Newport WTP	Production (MG) 2.89	Chemicals (gal) (Sodium Hypochlorite) 2,786
TOTAL	Production (MG) 4.36	Chemicals (gal) (Sodium Hypochlorite) 4,323

## Water Compliance

Coliform Samples Collected: 16

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0

# Lift Station Status

**A**

Active

**C**

Active

**D**

Active

**E**

Active

**F**

Active

**G**

Active

**H**

Active

**J**

Active

**R**

Active

**S**

Active

**Newport**

Active

**Lakeshore**

Active

**Lakes**

Active

**Lakes 4**

Active

**Bixler**

Active



## Wastewater Flow & Chemicals

WW Plant 1	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	0	0	0
WW Plant 2	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	1.67	1.26	1.17
	Polymer (gal)	Alum (gal)	PAC (gal)
	0	0	0

## Wastewater Compliance

Effluent BOD<sub>5</sub>, mg/L < 10: 1.3

Effluent TSS, mg/L <10: 0.5

Total Coliform 7 day median <23: ND

Total Coliform daily max <240: 49

Eff NTU daily avg <2: 0

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

Removal BOD<sub>5</sub>, monthly >85%: 99.4%

Removal TTS, monthly >85%: 99.6%

Conductivity annual avg <2,400: 2,380

## Maintenance & Improvements

SSOs: 0

Customer Inquires: 0



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

November 17, 2021

**Prepared By:** Mike Yeraka, Projects Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action Authorizing Harris and Associates, Inc., to prepare the Environmental Documents for Future Well 8 on Parcel C of the Pantages Subdivision in the Amount of \$35,390 plus 15% for Contingencies.

### Recommended Action

It is recommended that the Board take the following Action:

- a. Approve the Scope and Budget Contained in the attached Harris & Associates, Inc., (Harris) Proposal Letter Dated October 15, 2021, to perform the environmental work in compliance with CEQA for Future Well 8.
- b. Authorize the General Manager to Execute the Town's Standard Form of Consulting Agreement with Harris to Perform the environmental work in the Amount Not to Exceed \$35,390.
- c. Authorize an additional \$5,310 in contingencies for the project.

### Executive Summary

The test well that the Town installed on future Pantages Parcel C (recently relabeled Lot 121) has been completed with favorable results and has received preliminary approval from the Division of Drinking Water as the future Well 8 site.

One of the next steps in moving the project forward is to prepare the environmental review documents in compliance with the California Environmental Quality Act (CEQA).

Staff reached out to three CEQA consultants for proposals to prepare the Initial Study Mitigated Negative Declaration for Well 8 at Pantages. We received two proposals and the third consultant never returned our calls. The proposal from Advisian was for \$49,820 and the one from Harris was for \$35,390. The proposal from Harris included a Mitigation Monitoring Plan, whereas the one from Advisian did not. For this reason, Staff is recommending that the Board approve the Harris proposal.

### Specific Board Action:

- a. Approve the Scope and Budget Contained in the attached Harris & Associates, Inc., (Harris) Proposal Letter Dated October 15, 2021, to perform the environmental work in compliance with CEQA for Future Well 8.
- b. Authorize the General Manager to Execute the Town's Standard Form of Consulting Agreement with Harris to Perform the environmental work in the Amount Not to Exceed \$35,390.
- c. Authorize an additional \$5,310 in contingencies for the project.

**Previous Relevant Board Actions for This Item**

The Board approved a total of \$4.8 million in project funds through FY 22/23 for Well 8 during approval of the FY 19/20 Budget at the June 19, 2019, Board Meeting.

The Board also authorized construction of a test well for the project at the May 6, 2020, Board Meeting.

**Fiscal Impact:** Included in the \$4.8 million project budget.

**Amount Requested:** \$35,390 plus \$5,310 for contingencies

**Sufficient Budgeted Funds Available?:** Yes

**Prog/Fund # Category:** TBD

**Attachment**

1. Harris Proposal Dated October 15, 2021.
2. Advisian Proposal Dated October 22, 2021.

**AGENDA ITEM: F-1**

October 15, 2021

Mike Yeraka, PE  
Projects Manager  
Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, California 94505

# PROPOSAL TO PREPARE CEQA IS/MND FOR THE TOWN OF DISCOVERY BAY WELL 8 PROJECT

Dear Mr. Yeraka:

Harris & Associates (Harris) appreciates the opportunity to assist the Town of Discovery Bay with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), in compliance with the California Environmental Quality Act (CEQA), for the construction and operation of the planned Well 8 Project.

This proposal includes our project understanding, qualifications, scope of work, schedule, and cost estimate.

The following understanding of the project and requested services is based on our October 6, 2021, telephone conversation and previous email exchanges.

## PROJECT UNDERSTANDING

The Town of Discovery Bay (Town) is an unincorporated community in Contra Costa County and a California Community Services District that provides municipal water treatment and distribution; wastewater collection and treatment; and parks, landscaping and recreation services.

The Town is planning to develop a new water supply well (Well 8), including a pump station and iron and manganese removal treatment system, on Lot 121 of the Pantages subdivision (hereinafter called the Project).

The purpose of the Project is to provide additional drinking water capacity for the Town, as well as provide system redundancy. The system is aging, parts of the system are not reliable, and the Town may take some wells offline. New well 8 would compensate for that loss and provide some additional capacity.

The new Well 8 would provide water for additional planned growth in the County, but the Town could provide for planned growth with their total current capacity without Well 8. Therefore, the new well would not be removing an obstacle to growth and would not likely result in significant secondary growth-inducing impacts. In other words, it is assumed that the new well would not cause significant impacts, resulting from new development that uses the additional water provided by new Well 8, that were not already addressed in other environmental documents (e.g., County General Plan Environmental Impact Report (EIR), Pantages Bays EIR, and other environmental documents prepared for planned development projects).

Accordingly, Harris concurs with the Town (Project proponent and CEQA lead agency) that the appropriate CEQA documentation for the Project is likely an Initial Study/Mitigated Negative Declaration (IS/MND), which will be confirmed through the IS analysis.

The Town has retained Lohdorff & Scalmanini Consulting Engineers (LSCE) to design the Project and prepare required technical studies, including hydrology/water quality and geology/soils. It is our understanding that LSCE will provide the technical studies, 30% design plans, and construction and operation information required for the IS analysis.

## STATEMENT OF QUALIFICATIONS

Harris has gained a reputation for providing outstanding client service through strong yet personal project management and for consistently producing high quality, legally defensible documents that are written for clear public understanding.

Our shared values include working smarter together to build stronger communities. Our staff receiving ongoing training and professional development in their technical areas of expertise and project management, as well as the softer skills of team building, leadership, agility and problem solving. We establish and maintain trusted advisor relationships with our clients, become part of a collaborative team to improve our communities and the environment, and love what we do.

### Project Team

Our project team has extensive experience preparing CEQA documents on relevant infrastructure projects.

- **Kate Elliott (Giberson)**, Project Director, has over 25 years of experience managing CEQA documents for infrastructure projects, including the Watsonville Roach Road Well Project for LSCE. Kate will oversee the project, conduct QA/QC, and ensure deadlines are met.
- **Joe Sidor, AICP**, Project Manager (PM), has over 15 years of experience as a planner who, prior to joining Harris, prepared and processed IS/MNDs for Monterey County. Joe has excellent communication skills and attention to detail, and he has extensive experience at public hearings explaining the process, impact analysis, and addressing questions.
- **Sharon Toland**, Air Quality/GHG/Noise Specialist, has over 15 years of experience preparing air quality, greenhouse gas and noise analyses for a wide variety of infrastructure projects. She stays in the forefront of the ever-evolving approach for analyzing potential impacts associated with climate change.
- **Sarah Faraola**, CEQA Analyst and Geologist, prepared the technical analyses for LSCE's Watsonville Roach Road Well Project and will prepare the IS analysis for natural resource topics (e.g., biology, geology, hydrology, and water quality).
- **Alec Barton, AICP**, CEQA Analyst/Planner, will prepare the IS analysis for planning topics (e.g., aesthetics, land use, public services/utilities, growth inducement).

### Relevant Experience

Following is a partial list of our team's collective experience preparing environmental documents and technical studies for water/wastewater infrastructure projects.

- Roache Road Well and Pump Station IS/MND, City of Watsonville
- Capitola Wet Well and Pump Station Rehabilitation IS/MND Technical Studies and RWQCB/WDR Permitting, Sacramento Area Sewer District
- Live Oak Test Wells and Monitoring Wells Project IS/MND, City of Santa Cruz
- Soledad Well No. 9 Technical Studies/ Categorical Exemption, City of Soledad
- Del Monte and Canyon del Rey Sewer Line Replacement Project IS/MND and Coastal Development Permit, Seaside County Sanitation District (SCSD)
- Three Pump Stations Coastal Development Permits/Categorical Exemptions, SCSD
- Graham Hill Water Treatment Plant Tank Replacement IS/MND, City of Santa Cruz
- U5 Water Tank Replacement Project RWQCB Permitting and Mitigation Plan, City of Santa Cruz
- Reclaimed Water Master Plan Programmatic EIR, City of Corona
- Sewage Treatment/Water Reuse Facility Program EIR, City of Clovis
- Miramonte Reservoir Expansion EIR, City of Mountain View
- Harry Tracy Water Treatment Plant Long-Term Improvements Project EIR, SFPUC
- Hinkley Groundwater Remediation EIR, PG&E

### References

- Scott Lewis, P.G., Principal Geologist, Luhdorff & Scalmanini, 530.207.5740, slewis@lsce.com
- Beau Kayser, Water Division Manager, City of Watsonville, 831.768.3193, beau.kayser@cityofwatsonville.org

## WORK PLAN AND SCOPE OF WORK

### Task 1. Project Initiation and Management

This task includes a kick-off meeting with LSCE and Town staff to review the project design plans and project description (including anticipated BMPs), data/information needs, and scope of work. This task also includes a site visit and ongoing budget and schedule management.

### Task 2. Cultural Resources Technical Report

The Project requires a cultural resources study to complete the regulatory requirements of CEQA. The study will be completed by Albion, our frequent teaming partner.

Albion's professionally qualified staff will work with the Project team to confirm the Project Area of Potential Effect (APE); conduct background research and a pedestrian survey of the Project APE; and prepare a Cultural Resources Report. If the Harris team is selected for this work, Albion will review the Cultural Resources technical report prepared by Peak & Associates for the Pantages Bays Project to determine if the scope and cost can be further streamlined.

The background research will comprise a records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) at Sonoma State University for information on known cultural resources and previous studies within a quarter-mile of the APE, including resources listed on national, state, and local heritage inventories. Albion will also conduct background historical research and will examine archival maps and photos and undertake a desktop geoaerchaeological review of local soil conditions, for evidence of potential buried cultural resources within the APE. Following background research, Albion will conduct a pedestrian survey of the Project APE for evidence of cultural resources visible on the surface.

Based on the results of the aforementioned tasks, Albion will prepare a Cultural Resources Report, which will meet the Secretary of the Interior's Standards for Archaeological Documentation and will contain sufficient detail for preparation of the CEQA IS/MND. This report will include a detailed description and map of the Project scope and three- dimensional APE, historical context and other background research, field methods, results, descriptions of all identified cultural resources in and adjacent to the APE, a determination of potential effects on cultural resources, and recommendations for any further cultural resource studies.

To maximize the efficiency of this process which requires several steps, Albion will conduct each of these steps in a carefully orchestrated sequence. The records search, which takes at least four weeks to complete, can be initiated immediately upon notice to proceed and definition of the APE. Historical research can be conducted concurrent with the records search, and the pedestrian survey can take place once the records search is completed. Both the records search and historical research are needed to guide and inform the fieldwork. The report can be drafted following the survey.

This scope does not include Native American consultation in compliance with AB 52 because this is required when a lead agency receives a request for consultation by Native American tribes, and we do not yet know if the Town has received a request for consultation. The scope and cost can be revised to include Native American consultation.

*Deliverables (electronic):*

- *Draft and Final Area of Potential Effect (APE) map*
- *Draft and Final Cultural Resources Report*

### Task 3. Draft and Public IS/MND

**Project Description.** In coordination with the Project Team, we will prepare a project description with location maps and adequate detail (30% engineering design) to analyze the construction and operation of the well and pump station. We will work with LSCE to incorporate design and best management practices (BMPs) into the project description with the goal of avoiding, minimizing and reducing potential environmental impacts. This scope includes preparation of one draft for Project team review and comment, and assumes that there would be no Project changes once approved by the Town and analysis is underway.



**Technical Analyses.** Once revisions are incorporated and the project description is approved, the Harris team will conduct the technical analyses in compliance with CEQA and prepare an administrative draft IS/MND. The IS/MND will evaluate each of the following 20 environmental topics and address each of the checklist questions in accordance with the most recent State CEQA Guidelines, Appendix G, and relevant regulations.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

The discussion for each environmental topic will include relevant baseline information (environmental setting or existing conditions), upon which environmental changes caused by the project are measured, and relevant regulatory requirements of other agencies, such as the Regional Water Quality Control Board and other responsible agencies.

The discussion for each checklist question will identify the potential environmental impacts of the project with a clear nexus to the established threshold of significance. The discussions will be concise and focused on the questions, providing detail as needed to support the conclusions and impact determinations.

If there are any potentially significant impacts, feasible mitigation measures will be identified to avoid, minimize and reduce the effects to a less than significant level.

Following is additional information on the scope of work for the some of the environmental topics.

**Air Quality/Greenhouse Gas Emissions.** Harris' air quality specialist will prepare a technical analysis that addresses the potential criteria pollutant and greenhouse gas (GHG) emissions from Project construction and operation. The tasks are as follows:

- Provide a brief summary of existing conditions in the project area, including a description of relevant pollutants, basin attainment status, and applicable regulations, including applicable Bay Area Air Quality Management District (BAAQMD) rules and plans and statewide GHG emissions reduction goals.
- Calculate criteria pollutant and GHG emissions from project construction and operation using the CalEEMod model, based on information to be provided by LSCE or the Town, including pump station specifications. Project criteria pollutant emissions will be compared to BAAQMD CEQA thresholds to determine whether or not a potentially significant impact would occur. Mitigation measures will be identified, if necessary.
- Evaluate project consistency with the most recent BAAQMD Clean Air Plan based on modeling results and the BAAQMD CEQA Guidelines.
- Compare project operation to the BAAQMD guidelines for determining potential CO hotspot impacts based on traffic volumes provided by the Town or LSCE. It is assumed that the evaluation of CO hotspot will be qualitative and hot spot modeling will not be necessary.
- Qualitatively evaluate the potential for impacts to sensitive receptors within 1,000 feet of the site, including the potential for substantial pollutant concentrations and odor.

The project, including estimated GHG emissions, will be compared to the California Air Resources Board 2017 Scoping Plan to determine consistency with statewide emissions reduction goals. Thresholds adopted by BAAQMD will be included in the discussion to provide a relative scale for the intensity of project GHG emissions.

**Biological Resources.** Harris staff will prepare the analysis based on literature and database review and a field visit. This includes an assessment of the federally-listed, state-listed, and other sensitive resources and an explanation of whether or not these species have potential to occur on or near the project site, based on proximity to known occurrence locations and availability of suitable habitat. For those resources with potential to occur, the report will identify potential impacts, and

avoidance and minimization measures to be employed during project activities. Potential impacts are anticipated to be less than significant given the disturbed nature of the site.

**Cultural and Tribal Resources.** The analysis will be based on and incorporate information from the Cultural Resources report prepared as part of Task 2.

**Energy.** Harris will evaluate the project's potential to result in wasteful, inefficient, or unnecessary use of energy, or wasteful use of energy resources based on construction and operation information provided by LSCE, including any BMPs, such as limits to idling. It is assumed that construction would require typical construction practices, and that the project would install modern, new equipment that would not result in wasteful or inefficient equipment operation. This section will also address the potential for the project to conflict with local energy conservation plans, referencing the relevant plan analysis in the Greenhouse Gas Emissions section as applicable.

**Geology and Soils.** The project is in a seismically active area and thus may be susceptible to liquefaction, subsidence, or settlement. The analyses will be based on the siting studies for the well to be provided by LSCE and existing information available.

**Hazards and Hazardous Materials.** This section will identify known hazards and hazardous materials based on data available in LSCE siting studies, as well as the State Water Resources Control Board and Department of Toxic Substances Control databases. The discussion will identify potential impacts associated with hazardous materials transport, storage and use as well as potential hazards associated with the disturbance of existing contaminated sites. Hazardous materials associated with water quality would be addressed in the Hydrology/Water Quality section.

**Hydrology/Water Quality.** This analysis will be based on the siting studies for the well to be provided by LSCE. We understand LSCE is planning for iron and manganese treatment. This scope assumes that the information provided by LSCE is sufficient to address the initial study checklist questions and identify potential impacts and mitigation measures, if required. Standard BMPs will be included in the project description to address potential water quality impacts during construction.

**Land Use and Planning.** The analysis will evaluate the consistency of the project with relevant land use plans and policies, compatibility with existing and planned land uses, and consistency with ongoing planning efforts.

**Noise.** The noise and vibration analysis will describe the existing noise setting and evaluate the impacts from construction and operation of the project on sensitive receptors (e.g., adjacent residences), based on applicable state and local guidance and noise ordinance. Construction noise will be estimated using the FHWA Roadway Construction Noise Model based on construction information provided by LSCE. We will evaluate the potential for exposure of persons to excessive groundborne vibration from construction using the screening level analysis procedure described by the Federal Transit Administration's Transit Noise and Vibration Impact Assessment Manual. Operational noise will be based on noise technical reports for similar pump station facilities, unless project-specific specifications are available. It is assumed that the facility will generate minimal new vehicle trips for maintenance and traffic noise modeling will not be necessary.

**Transportation.** This analysis will consider potential effects associated with construction-related traffic and adequate emergency access, which can be addressed by including BMPs (e.g., traffic control plan) in the project description. This scope assumes there would be no or negligible increase in vehicle miles traveled for operation.

**Utilities and Service Systems.** This analysis will address potential impacts to water supply and water-related infrastructure, stormwater drainage facilities, and solid waste collection and disposal systems based on input from service providers, the siting studies prepared by LSCE.

As described in the Project Understanding above, the purpose of the new well is to provide water for additional planned growth in the County, as well as system redundancy for aging system components. Because the Town could provide for planned growth with their total current capacity without Well 8, the new well would not be removing an obstacle to growth and would not likely result in significant secondary growth-inducing impacts. This discussion will be based on water demand, supply and system capacity information provided by the Town and LSCE, as well as information in existing environmental documentation.

**Draft and Public IS/MND.** An administrative draft IS/MND will be provided to the Town for review and comment. This scope assumes that only one electronic draft will be prepared, any conflicting comments will be resolved, and comments will not result in substantial changes or additional analyses. Harris will make appropriate revisions and prepare the IS/MND for public review. Because State approvals are required, the IS/MND will be submitted to the State Clearinghouse, and the public review period will be 30 days.

Additionally, we will prepare the Notice of Completion (NOC) and submit it to the State Clearinghouse online, along with an electronic copy of the IS/MND for distribution to relevant State agencies for review. We will also prepare the Notice of Intent (NOI) to adopt an MND for the Town to file with the Contra Costa County Clerk. Harris will provide electronic copies of the NOI, NOC, and public IS/MND to the Town. This scope also assumes that the Town would be responsible for any additional distribution, posting on the Town's website, printing any hard copies, and additional noticing requirements (e.g., newspaper) in accordance with CEQA requirements. We're happy to provide guidance and recommendations with respect to these requirements.

*Deliverables (electronic):*

- *Draft project description*
- *Draft and Public IS/MND*
- *Notice of Intent*
- *Notice of Completion*

#### **Task 4. Responses, Final IS/MND, MMRP, NOD**

Following the 30-day public review period, Harris will review and respond to comments received on the IS/MND in memorandum format. The responses memorandum would be used by the decision-makers and sent to commenting agencies, along with notification of when any public hearing is held to approve the project. This scope assumes preparation of one draft of the responses for Town review and a final version in electronic format.

If comments identify errors or other necessary changes to the Initial Study, we will prepare a revised Initial Study, along with the final Mitigated Negative Declaration. This scope assumes that any revisions to the Initial Study would be minor and not require additional analysis. CEQA does not require formal responses to comments, preparation of a final document with comments/ responses, nor a public hearing during the 30-day public review period.

Additionally, we will prepare the Mitigation Monitoring and Reporting Program (MMRP) in tabular format, and seek Town input to determine appropriate monitoring/reporting responsibilities.

Once the Town has approved the MND and made a decision on the project, we will prepare the Notice of Determination (NOD) for submittal the State Clearinghouse (by Harris) and the County Clerk (by the Town). The NOD must be filed within five working days of the Town's decision on the project to start the 30-day statute of limitations.

*Deliverables (electronic):*

- *Draft and Final Responses Memorandum*
- *Final IS/MND, with revisions if required*
- *Draft and Final MMRP*
- *Notice of Determination*

### **COST ESTIMATE AND HOURLY RATE SHEET**

The cost estimate for the Work Plan and Scope of Work described above is \$35,390. The detailed cost estimate spreadsheet is attached.

Please do not hesitate to contact me with questions.

Sincerely,

**Harris & Associates, Inc.**



**Kate Giberson**

Director, Environmental Planning + Compliance

(831) 419-6800 (mobile) ■ [Kate.Giberson@WeAreHarris.com](mailto:Kate.Giberson@WeAreHarris.com)

Discovery Bay Well 8 Project

 <b>Harris &amp; Associates</b>	HARRIS STAFF HOURS							SUBCONSULTANT	Fee
	K Giberson	J Sidor	S Toland	A Barton	S Faraola	L Messner	R Deot	Albion	
	Director/QA-QC	Project Manager	AQ/GHG/Noise	Analyst (Planning)	Analyst (Natural Res)	Editor/Pub Spec	GIS/Graphics	Cultural Resources	
<b>Task Description</b>	\$240.00	\$160.00	\$170.00	\$125.00	\$105.00	\$120.00	\$120.00		
<b>1. Project Initiation and Management</b>									
Kick-Off Meeting, Data Needs, Site Visit	8.0	10.0	1.0	8.0	8.0				\$ 5,530.00
Budget and Schedule Management		8.0							\$ 1,280.00
<i>Hours Subtotal</i>	8	18	1	8	8	0	0		
<b>Task 1 Subtotal</b>	\$1,920.00	\$2,880.00	\$170.00	\$1,000.00	\$840.00	\$0.00	\$0.00	\$ -	<b>\$6,810.00</b>
<b>Task 2: Cultural Resources Technical Report</b>									
Cultural Resources Technical Report	1.0	1.0		2.0				\$ 6,000.00	\$ 6,650.00
<i>Hours Subtotal</i>	1	1	0	2	0	0	0		
<b>Task 2 Subtotal</b>	\$240.00	\$160.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$ 6,000.00	<b>\$6,650.00</b>
<b>Task 3: Draft and Public IS/MND</b>									
Administrative Draft IS/MND	10.0	24.0	20.0	16.0	24.0	8.0	4.0		\$ 15,600.00
Public Draft IS/MND	2.0	6.0	1.0	1.0	1.0	2.0			\$ 2,080.00
									\$ -
									\$ -
<i>Hours Subtotal</i>	12	30	21	17	25	10	4		
<b>Task 3 Subtotal</b>	\$2,880.00	\$4,800.00	\$3,570.00	\$2,125.00	\$2,625.00	\$1,200.00	\$480.00	\$ -	<b>\$17,680.00</b>
<b>Task 4: Responses, Final IS/MND, MMRP, Hearing, NOD</b>									
Responses to Comments	2.0	4.0	1.0	1.0	1.0				\$ 1,520.00
Final IS/MND	2.0	4.0				2.0			\$ 1,360.00
MMRP and NOD	1.0	2.0			2.0				\$ 770.00
									\$ -
<i>Hours Subtotal</i>	5	10	1	1	3	2	0		
<b>Task 4 Subtotal</b>	\$1,200.00	\$1,600.00	\$170.00	\$125.00	\$315.00	\$240.00	\$0.00	\$ -	<b>\$3,650.00</b>
	26	59	23	28	36	12	4	0	
Subtotal Tasks 1-4	\$6,240.00	\$9,440.00	\$3,910.00	\$3,500.00	\$3,780.00	\$1,440.00	\$480.00	\$ 6,000.00	<b>\$34,790.00</b>
Subconsultant Markup (10%)								\$600.00	\$600.00
<b>TOTAL</b>									<b>\$35,390.00</b>



# Town of Discovery Bay Well Project

## **CEQA Support: Well, Pump Station, and Water Treatment System**

**Town of Discovery Bay**

October 22, 2021

318160-40379

## Disclaimer

This document has been prepared for the sole purpose of documenting our tender for consultancy services associated with the Town of Discovery Bay Well Project. It is expected that this document and its contents will be treated in strict confidence by the Town of Discovery Bay and that the contents will be used by the Town of Discovery Bay only for the purpose of selecting a consultant for the project. The information contained in these documents is protected by the Global Data Protection Regulation (GDPR). Advisian complies with the provisions of the regulation and the information is disclosed on the condition that the recipient also complies with the provisions of the GDPR. In particular, all of the personnel information contained therein must be kept securely, must be used only for the purposes of assessing the suitability of the individuals to perform the tasks proposed and/or assessing the overall capabilities of Advisian to undertake the work proposed and must be destroyed upon completion of those purposes. Details on how personal information provided to Advisian is processed can be found at <https://www.advisian.com/en-us/who-we-are/privacy-policy> or is otherwise available on request.




## COVID-19

Advisian is committed to providing the proposed services to you in a timely and professional manner. Advisian is also committed to ensuring the health and safety of everyone, including our people and our clients. In some cases, the COVID-19 pandemic has caused us to modify our working practices. Advisian employees and collaborators may therefore provide some or all of the proposed services from offices within their homes. In addition, the ability to travel for attendance to business meetings or site may be affected. Advisian will take reasonable steps to mitigate any delays associated with the measures necessary to keep everyone safe and comply with all government regulations and proclamations regarding the COVID-19 pandemic. The Town of Discovery Bay will be informed if there is any foreseeable impact on providing the proposed services.

## Company Details

Worley Group Inc., dba Advisian  
2330 E. Bidwell Street, Suite 120  
Folsom, California  
United States, 95630

## Proposal: 318160-40379-00-PU-PRP-0001 - Town of Discovery Bay CEQA Support

Rev	Description	Author	Review	Advisian approval	Revision date
0	Issued as Final	 D. Meier	 J. Frolich	 J. Frolich	10-22-2021

October 22, 2021

Mike Yeraka, Projects Manager  
Town of Discovery Bay  
1800 Willow Lake Rd.  
Discovery Bay, California  
United States, 94505

Dear Mr. Yeraka:

**RE: TOWN OF DISCOVERY BAY CEQA SUPPORT FOR CONSTRUCTION OF WELL 8, PUMP STATION AND WATER TREATMENT SYSTEM**

Advisian is delighted to submit this proposal to the Town of Discovery Bay for the opportunity to provide *California Environmental Quality Act* (CEQA) support for the construction of a new well, pump station, and water treatment system (referred to as "the Well Project") located in Discovery Bay, California. In response to your e-mail on October 13, 2021, below we provide a proposal for the following tasks associated with CEQA analysis for the Well Project:

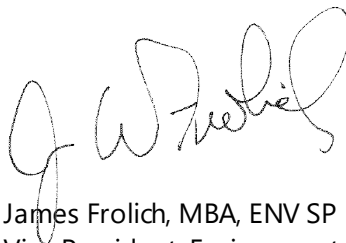
- Conduct a CEQA analysis for the Well Project
- Gain an understanding of resources in the project area through literature searches, existing and related documents and studies, and on-site surveys
- Prepare Initial Study (IS) and Mitigated Negative Declaration (MND) (or Negative Declaration if no potential impacts are identified)
- Inform State, regional, and local agencies of project findings and IS/MND
- Post required documents and notices to the State Clearinghouse
- Provide project support to Town of Discovery Bay staff

In our proposal we summarize our current understanding of the background and project plans. We will work closely with Town of Discovery Bay staff to assure accuracy of this information and the document we produce. Also provided is a summary of our expertise and experience along with costing. We look forward to working with the Town of Discovery Bay to assist with this project to provide water security for the residents of the town.

Sincerely,



Deanna Meier, M.S.  
Environmental Scientist  
(619) 993-2045  
[deanna.meier@advisian.com](mailto:deanna.meier@advisian.com)



James Frolich, MBA, ENV SP  
Vice President, Environment and Society, USA  
(415) 310-0109  
[james.frolich@advisian.com](mailto:james.frolich@advisian.com)

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## Appendices

### **Appendix A Standard Consulting Services Agreement**



# 1 Background and Project Understanding

We understand that the Town of Discovery Bay is negotiating to purchase a lot (Lot 121) from the Pantages developer for a new municipal water supply Well 8 (the Well Project). Once the purchase is complete, the Town of Discovery Bay plans to construct a new well, Well 8, and associated pump station and water treatment facility with the goal of increasing water security for town residents. As the Well Project is discretionary, *California Environmental Quality Act* (CEQA) analysis is required.

Lot 121, located in the southwest corner of the development, was designated as a “possible Community Services District (CSD) well site” in the 2020 Pantages Residential Subdivision Project EIR Addendum. The lot is located next to a small open space area and about 70 feet from the water line of Kellogg Creek. The lot will be graded for the Pantages development project prior to the Well Project start. The current state of Lot 121 is open space.

Groundwater in the region occurs as part of an aquifer system known as the San Joaquin Valley Groundwater Basin. The main source of drinking water for town residents is well water extracted from this system. Wells have been installed through the years in the local area with great success and have provided a reliable water supply. As wells age, or other issues lead to declines in production, new wells are needed to continue to meet water demand. When water quality declines in wells, their use is reduced and overall well system production declines. According to a report created by Luhdorff & Scalmanini, Consulting Engineers, three wells in the Town of Discovery Bay are either not producing at their full potential or have water quality issues. Well 1B has seen recent declines, Well 6 has had water quality issues, and Well 2 is reaching an age that will likely lead to lower production. The report includes a detailed analysis of the current and predicted capacities of wells in the Town of Discovery Bay with respect to the number of houses served (equivalent dwelling units (EDU) and suggests that the current system be de-rated due to the three wells that are unreliable. The new Well 8 is predicted to replace the dwindling capacity of the aforementioned wells and provide additional water for new residences and emergency scenarios such as fires.

The storage capacity of currently existing water treatment plants is sufficient for the current population, but storage is marginal at the Newport water treatment plant, and there could be a deficit if fires occur in the area. The water treatment plant at Well 8 will resolve this storage issue and provide more water security during certain fire scenarios or if other water treatment plants become non-operational. Overall water security for the Town of Discovery Bay will be provided.

## 2 Technical Approach

The Advisian team will apply our strong environmental and regulatory expertise to fully address the project goals and produce CEQA documents that are clear and thorough. For CEQA analysis, the Advisian team will work with Town of Discovery Bay staff to obtain the necessary information to clearly present the project and complete an annotated CEQA Environmental Checklist for the requirements of an Initial Study and associated tasks. An initial study will follow the guidelines presented by the State of California, including analysis of the following:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal/Cultural Resources
- Utilities
- Service Systems
- Wildfire
- Mandatory Findings of Significance

We will use existing studies when available and relevant to determine which environmental factors have a "Potentially Significant Impact" and may need mitigation. For environmental factors where existing studies are outdated or need to be very current (e.g., biological resources), we will conduct surveys or investigative activities pursuant to guidelines provided by the responsible agency for the factor (e.g., California Department of Fish and Wildlife).

The addendum to the Pantages Environmental Impact Report (EIR) specifies biological surveys that must be completed as mitigation and to comply with its approval. As Lot 121 is located in the Pantages development area, these surveys are included in our scope and will inform the IS/MND. The surveys we see necessary to conduct include the following:

- Habitat characterization survey
- Pre-construction Western Burrowing Owl (BUOW) Surveys
- Pre-construction Nesting Swainson's Hawk (SWHA) Survey
- Pre-construction Nesting Bird Survey
- Pre-construction Western Pond Turtle Survey

If suitable western burrowing owl habitat is identified on the project site or within a 500-foot buffer during the habitat characterization survey, four additional surveys will be necessary. The requirements for these surveys depend on the time of year of construction, and surveys would be required according to the following schedule: at least one survey between 2/15-4/15, and three surveys (at least three weeks apart) between 4/15-7/15, with at least one visit after 6/15. A cost breakdown for these activities is included in Table 4-2.

Based on preliminary analysis, we expect a Mitigated Negative Declaration outcome from the Initial Study. This prediction is a result of the review of other studies in the area and the project information that was provided by the Town of Discovery Bay. The IS/MND will be prepared to meet the content requirements of the CEQ Guidelines Section 15071.

The following have been identified as relevant projects and sources to reference for the Well Project and were used for our preliminary analysis:

- Final Environmental Impact Report, Pantages Bays Residential Development Project, July 2013
- Addendum to the Pantages Bays Residential Development Project Environmental Impact Report, December 2020
- Mitigation Monitoring and Reporting Program Report, Pantages Bays Residential Development Project, Updated for 2020 Addendum
- Initial Study/Mitigated Negative Declaration, Town of Discovery Bay Community Services District New Water Supply Well Number 7, July 2013
- Initial Study/Mitigated Negative Declaration, Town of Discovery Bay Sewage Treatment Plants, Denitrification and Master Plan Upgrades Project, 2021
- Town of Discovery Bay Well Capacity Report, Luhdorff & Scalmanini, Consulting Engineers, October 2021

We have noted that other permits for the Well Project will be obtained by the entity constructing the well, and no support is needed from Advisian for this task.

**Deliverables**

- Biological Survey Reports, including any necessary Mitigation Reports
- Initial Draft IS/MND for Town review
- Public Review Proposed IS/MND
- Notice of Intent (NOI; CEQA Guidelines Section 15072)
- Final IS/MND
- Notice of Determination (NOD; Section 15075(h))

**Assumptions**

- All deliverables will be provided electronically
- Comments from the Town of Discovery Bay on the draft IS/MND will be provided as a matrix referencing sections of the document or as track changes comments
- If multiple commenters provide comments, the Town of Discovery Bay will consolidate comments and reconcile any conflicting comments before providing comments to Advisian

### 3 Project Management and Qualifications

Deanna Meier, M.S. will serve as the Project Manager and main point of contact for this project, and James Frolich, ENV SP, will serve as the Principal-in-Charge. Summaries of qualifications for Deanna and James, in addition to several other key personnel and a subconsultant are included below.

*Table 3-1: Summary of Team Qualifications*

**James Frolich, Principal-in-Charge**  
MBA, ENV SP

James Frolich is based in Walnut Creek and has over 40 years of experience in CEQA and National Environmental Policy Act (NEPA), permitting, regulatory compliance and project management for infrastructure and other projects. He is considered a statewide expert on the implementation of CEQA and has worked on some of the largest and most complex projects in the State.



**Deanna Meier, Project Manager**  
M.S.

Deanna Meier has 20 years of experience in biology, environmental science, and fisheries. Her environmental science focus is on wind energy projects and CEQA and NEPA analysis, including land use and military projects in California. She has managed large multidisciplinary projects off the coast of California and Baja California, Mexico. She is the author of over 30 journal articles, environmental reports, and a textbook.



**Loren Hettinger, Senior Ecologist**  
Ph.D.

Loren Hettinger has over 35 years of environmental analysis experience for a variety of resource and land development projects in the United States and internationally. Much of his experience consists of conducting ecological investigations as part of impact analysis and mitigation planning for Environmental Impact Analyses (EIA) processes. Experience also includes conducting endangered species assessments for Endangered Species Act Biological Assessments, wetland delineation and mitigation planning to meet Clean Water Act permitting, and constraints/opportunities analysis and siting studies to determine solutions that provide the best return with the least environmental liability.



**Sheila Chang, Air Quality Expert  
Ph.D., P.E.**

Sheila Chang is an Environmental Engineer with over 20 years of consulting, regulatory, industry, and research experience. She has proactively supported various projects such as renewable fuels, chemicals and petrochemicals, oil and gas development and processing, pipeline, power, and refineries. Her strong knowledge of Federal/State air quality programs as well as her well-rounded technical and regulatory background greatly facilitates projects.



**Janelle Nolan and Associates  
Environmental Scientists**

For biological surveys Advisian biologists will work with a subconsultant, Janelle Nolan and Associates. Janelle Nolan has local field experience and is highly qualified and experienced with CEQA, NEPA and environmental permitting, licensing, and license compliance. Janelle's team will work closely with the Advisian science team to inform the Initial Study.



## 4 Schedule and Costs

Below is a schedule and time and materials cost estimate for completing the proposed project. Advisian's technical consulting rates that are attached in **Appendix A**.

Table 4-1: Proposed Schedule of Deliverables

Milestone	Schedule
Kick-off Meeting and preparation of NOI	Within 1 week of contracting
Draft IS/MND	Within 6 weeks of kick-off
Town of Discovery Bay comments on Draft IS/MND	Within 2 weeks of receipt of draft
Proposed IS/MND	Within 3 weeks of the end of the comment waiting period and comments are received from all interested parties
State Clearinghouse filing of Proposed MND and Public Review	30 days from filing
Final IS/MND	Within 2 weeks after public review period
Town adoption of MND	As scheduled by Town; assume that IS/MND does not require "substantial revision" as a result of review and thus need not be recirculated
Filing of NOD with County Clerk	Within 5 days of adoption
Public posting and statute of limitations period	30 days after NOD filing

Table 4-2: Estimated Costs

Task	Hours	Cost
Notices and Project Management	46	\$7,426
Preparation of Draft and Final IS/MND	168	\$31,090
Biological surveys (including subconsultant)	32	\$10,609
Site visit and meeting attendance- travel		\$695
<b>Total Estimated Cost, exclusive of taxes</b>		<b>\$49,820</b>
Optional Owl Surveys, if mandated	56	\$11,556

## 5 Terms and Conditions

Advisian is the independent consulting business line of the Worley Group. Our legal entity is Worley Group Inc. (dba Advisian). Advisian proposes that the work be performed on a not-to-exceed time and materials basis in accordance with Advisian's Consulting Services Agreement which is included in **Appendix A**. We confirm compliance with the Town of Discovery Bay's Code of Conduct.

Until the finalization of a contract, it is understood that, after your acceptance of Advisian's proposal, both parties shall use reasonable diligence to agree upon a mutually acceptable definitively written contract with respect to the work described in this proposal. Your acceptance of this proposal, or use of any portion of our services, shall constitute your agreement that, except as set forth in the executed definitive written contract, no warranties or guarantees, expressed or implied, shall apply with respect to the work, and Advisian shall not be held liable for cost or damages of any nature (including but not limited to special, indirect or consequential damages) whether such cost or damages are alleged to have arisen in contract, negligence, strict liability or other theory of law. In the event no definitive written agreement is executed, Advisian shall be entitled to be paid for any work that you requested be commenced in advance of execution of the definitive written agreement at the rates set out in this proposal.

### **5.1 Taxes**

All taxes are excluded.

### **5.2 Validity**

This proposal is valid for 90 days from its date of submission; thereafter, it may be subject to change.



**Appendix A**  
**Standard Consulting Services Agreement**

Dated this \_\_\_ day of \_\_\_\_\_, 2021

<b>Between:</b>		("Client")
<b>Business Address:</b>		
<b>Attention:</b>		
<b>And:</b>	<b>Worley Group Inc.</b>	("Advisian")
<b>Business Address:</b>	5995 Rogerdale Road	
	Houston, Texas, 77072	
<b>Attention:</b>	Deanna Meier, Advisian USA E&W	

Whereas Client wishes to retain Advisian to provide the consulting services as described below ("Services"), and Advisian wishes to provide such Services, in consideration of the mutual covenants and promises contained herein we the undersigned agree as follows:

1. Scope of Services:	California Environmental Quality Act (CEQA) analysis for Town of Discovery Bay regarding new municipal water supply at Well 8.
2. Services Commencement Date:	
3. Compensation for Services:	Hourly rates or milestone payments in Attachment A, plus expenses.

4. Client agrees to retain Advisian to perform the Services, and will pay Advisian a retainer fee of U.S. \$\_\_\_\_\_ to initiate the Services, and Advisian agrees to perform the Services, as provided above and in accordance with the Terms and Conditions on the following pages and attachments (if any), which are incorporated herein and made a part hereof.

<b>Client:</b>		<b>Advisian :</b>	<b>Worley Group Inc.</b>
<b>Name:</b>		<b>Name:</b>	James Frolich
<b>Position:</b>		<b>Position:</b>	Lead Environment & Society - USA
<b>Signature:</b>		<b>Signature:</b>	

## CONSULTING SERVICES TERMS AND CONDITIONS

### ARTICLE 1. SERVICES

Advisian will use commercially reasonable efforts to perform Services for Client using the standard of care set forth in Article 3 and in accordance with any specifications expressly stated in the Scope of Services.

### ARTICLE 2. COMPENSATION AND PAYMENT

Client shall pay Advisian a retainer fee in the amount set forth in Item 4 of the cover page to this Contract, prior to the Service Commencement Date, which shall be applied to any balance due on the final invoice issued hereunder. This retainer fee is subject to change in subsequent phases of the Services, based on the projected monthly or milestone Services volume. Advisian may invoice Client for Services and expenses every two (2) weeks, and may separate labor and non-labor charges, which may be invoiced separately and shall be paid separately by Client. Client shall pay, within fifteen (15) days of the date of the invoice via electronic funds transfer (ACH), the amount of each invoice, exclusive of any sales, services, excise, use, value added, gross receipts, withholding tax or any other similar taxes or fees. Client shall be responsible for: (i) direct payment of all such taxes and fees, and (ii) reimbursement to Advisian of any payments made by Advisian, its affiliates and/or subcontractors, in respect of such taxes and fees. Any disputed invoice amounts shall be identified in writing by Client within five (5) days of the date of the invoice. Non-disputed invoice amounts shall be paid immediately, without further action or notice by Advisian. Advisian may suspend performance of the Services if any amount due remains unpaid, in whole or in part, upon fifteen (15) days' notice thereof. Late payments shall be assessed a finance charge based on an annual rate of eight percent (8%), which shall apply to each day that payment is past due. All payments under this Contract shall be in U.S. dollars.

### ARTICLE 3. EXCLUSIVE WARRANTY

Advisian warrants the Services will be performed in accordance with the standards customarily utilized by similar firms rendering the same or similar services under the same or similar circumstances. THIS EXCLUSIVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. Advisian also expressly disclaims, and assumes no liability for, or related to, the performance, production, outcome or effectiveness of any project, technology, design, process, equipment, material, warranty or facility, or of any third party.

### ARTICLE 4. EXCLUSIVE REMEDY

If Advisian's failure to conform to the standard of performance set forth above is discovered within ninety (90) days of the completion of the Services, and provided that Advisian is notified of such nonconformance within fifteen (15) days after Client's discovery thereof, then Advisian shall, as its sole obligation and at no additional cost to the Client, re-perform any of said deficient Services. THIS EXCLUSIVE REMEDY IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES AVAILABLE TO CLIENT AGAINST ADVISIAN, REGARDLESS OF WHETHER CLIENT'S CLAIMS ARE ALLEGED TO ARISE FROM NEGLIGENCE; BREACH OF WARRANTY; BREACH OF CONTRACT; OR OTHER ACT, ERROR OR OMISSION; OR FROM STRICT OR ABSOLUTE LIABILITY IN TORT; OR FROM ANY OTHER CAUSE WHATSOEVER; OR ANY COMBINATION OF THE FOREGOING.

### ARTICLE 5. LIMIT OF LIABILITY

Notwithstanding anything to the contrary:

5.01 Advisian maximum cumulative liability hereunder shall not, in the aggregate, exceed the compensation received by Advisian under this Contract, net of expenses and any other pass-thru charges, or U.S. \$1 million, whichever is less.

5.02 Neither party shall be liable to the other party for special, incidental, indirect or consequential damages of any nature, including, but not limited to: loss of profits or revenues, loss of use or loss of business or reputation, and REGARDLESS OF WHETHER SUCH DAMAGES ARE ALLEGED TO ARISE FROM NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHER ACT, ERROR OR OMISSION, OR FROM STRICT OR ABSOLUTE LIABILITY IN TORT, OR FROM ANY

OTHER CAUSE WHATSOEVER, OR ANY COMBINATION OF THE FOREGOING.

5.03 The releases from and limitations on liability expressed in this Article 5 and elsewhere in this Contract shall: (i) survive termination or expiration of this Contract, (ii) apply whether in contract, equity, tort or otherwise, (iii) apply even in the event of the fault, negligence, strict liability, or breach of contract of Advisian, and (iv) apply to Advisian, its parents, subsidiaries and affiliates, and extend to each of their shareholders, directors, officers, employees and agents.

### ARTICLE 6. FORCE MAJEURE

Neither party shall be liable for any event beyond its reasonable control not caused by the fault or negligence of such party (or its agents, employees and subcontractors), and which causes such party to be unable to perform its obligations hereunder and which it has been unable to overcome by the exercise of reasonable due diligence, including, but not limited to, strikes, disturbances, riots, fire, severe weather, governmental action or inaction, acts of war, acts of terrorism or sabotage, acts of God, or any other causes similar or dissimilar to the foregoing. The obligation to make payment shall not, however, be excused by force majeure.

### ARTICLE 7. INDEMNIFICATION AND HOLD HARMLESS

Services are for the exclusive benefit of the Client and Advisian assumes no liability or obligation to any person other than the Client in respect of any claim arising out of or in connection with the Services or any relationship established by this Contract, whether arising in contract, tort (including but not limited to negligence), or equity, by operation of statute or under any law or otherwise. If the Client allows any third party to enjoy the benefit of the Services or Documents (as defined below), take actions or decisions based on the Services or Documents, or Client uses the Services or Documents to make commercial, financial or project decisions, then Client agrees to indemnify, release, defend and hold harmless Advisian and its affiliates, from and against any and all claims, suits, demands, expenses, losses, damages, liability or other obligations related to such use, or made by any such third party. Advisian shall have no liability or obligations to Client resulting from such use, nor to its customers, partners, affiliates or any other party, and the foregoing indemnity, release, defense and hold harmless obligations shall apply to all such claims, suits, demands, expenses, losses, damages, liability or other obligations, arising out of or related to, the use or reliance on the Services or Documents for any bid, proposal, evaluation, financing, loan, investment, pricing, contract, technical configuration, or any other commercial or project related decisions, actions or commitments. In the event that Client seeks to disclose the results of the Services or Documents to any party that may use them in the foregoing manner, Client shall obtain, prior to any disclosure, a written undertaking from such party, for the benefit of Advisian and its affiliates, consistent with this Article 7. The form of such undertaking shall be subject to Advisian's approval.

EACH PARTY SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND CONSULTANT FEES) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RESULTING FROM OR RELATED TO PROPERTY DAMAGE OR TO INJURY TO OR DEATH OF EMPLOYEES, OFFICERS OR DIRECTORS OF ANY MEMBER OF THE INDEMNIFYING PARTY, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHER BASIS OF LIABILITY OF THE INDEMNIFIED PARTY OR ANY OTHER PARTY.

### ARTICLE 8. CHANGES IN THE WORK

Client, without invalidating this Contract, may request changes in the Services by amending, adding to and/or deducting from the Services. All such changes shall be in writing, evidenced by a change order executed by the parties and, unless otherwise specifically agreed in writing by the parties, shall be performed subject to these terms and conditions. If any change pursuant to this Article, whether proposed by Client or Advisian, causes an increase in the cost or time required for performance of the Services, such cost and time shall be mutually agreed between the parties

hereto and the schedule and compensation for the Services shall be modified in writing accordingly.

#### **ARTICLE 9. INSURANCE**

Advisian will maintain, and upon request furnish Client with certificates evidencing, the following insurance:

9.01 Workers' Compensation for statutory limits in compliance with the applicable state and federal laws covering employees of Advisian and Employers' Liability Insurance with a limit of \$500,000 per occurrence and in the aggregate.

9.02 Comprehensive General Liability covering the liability of Advisian including blanket contractual liability coverage with a limit of \$1,000,000 any one occurrence and \$2,000,000 in the aggregate Combined Single Limit for Bodily Injury and Property Damage.

9.03 Automobile Liability including Advisian owned, non-owned and hired automobiles with a limit of \$500,000 any one occurrence Combined Single Limit for Bodily Injury and Property Damage.

9.04 Professional Liability Insurance (Claims-Made Basis) covering negligent acts, errors or omissions arising out of or related to the Services with limits of \$2,000,000 each claim and general aggregate.

9.05 Client will maintain property insurance on all pre-existing physical facilities associated in any way with the Services. Advisian shall not have any risk of loss for Client's property and Client hereby releases Advisian for any loss or damage to Client's property, and will indemnify, defend and hold harmless Advisian and its affiliates for any such loss or damage, regardless of cause.

#### **ARTICLE 10. CONFIDENTIAL INFORMATION**

The parties may disclose to each other information of a proprietary or confidential nature ("Confidential Information"). Any Confidential Information disclosed in writing shall be conspicuously marked as "confidential" or "proprietary" or with other terms indicating that there are restrictions on its use or disclosure. If Confidential Information is disclosed orally or visually or by other non-written means, the disclosing party shall indicate the proprietary nature of the information at the time of the initial disclosure and shall, within fifteen (15) days thereafter, send a written notice sufficient to describe such information and that it is subject to protection under this Article 10. The parties will use reasonable efforts to protect Confidential Information disclosed hereunder and will not transfer Confidential Information to third parties without the prior written approval of the disclosing party. Internal use and disclosure of Confidential Information shall be restricted to those employees and agents of the recipient who require access to the Confidential Information to perform or support the Services, who are advised of the confidential nature of the information, and who are obligated to hold it in confidence, in a manner consistent with this Article 10. The parties agree to return all Confidential Information when it is no longer needed for performance of this Contract; provided that the recipient may retain one (1) copy of any such information for its records, which shall remain subject to the confidentiality obligations hereunder. The foregoing confidentiality obligation shall continue for a period of two (2) years after disclosure, or one (1) year after termination of this Contract, whichever period ends first.

Nothing herein shall prevent a party from disclosing to others or using in any manner (i) information that is or becomes a part of the public domain other than by acts or omissions of the receiving party or its employees in violation of this Article 10, (ii) information that lawfully becomes available to a party on a non-confidential basis from a third party, (iii) information that a party can prove was in its possession at the date it entered into this Contract and was not acquired directly or indirectly from the other party, or (iv) if required by any applicable law, regulatory authority or court of competent jurisdiction to reveal the information. In the latter case, the parties shall work together to limit, to the extent legally possible, the extent of the disclosure.

#### **ARTICLE 11. NO RELIANCE OR THIRD PARTY BENEFICIARIES**

11.01 The Services are provided for Client's exclusive benefit and use, and Advisian accepts no liability to any other person in respect of any claim arising out of or in connection with the Services or Documents (as defined below),

whether arising in contract, in tort, in equity or by law. Advisian shall have no liability for the results of any action or decision using, based on or relying on the Services or Documents.

11.02 If Client allows any third party to use or enjoy the benefit of the Services or Documents, then Client will be fully responsible for, and shall indemnify Advisian against any claim by said third party arising out of or in connection with the Services, pursuant to Article 7 above.

11.03 No provision of this Contract is intended, nor shall it be construed, to be for the benefit of any third party.

#### **ARTICLE 12. DOCUMENTATION AND ESTIMATES**

Any drawings, reports, documentation, reviews, evaluations, assessments, estimates, projections or other written materials (collectively "Documents") prepared by or issued to Client by Advisian hereunder shall be subject these terms and conditions and to any limitations, disclaimers, notices or assumptions identified in the Documents; shall be for Client's use only in connection with the project for which the Documents were prepared, and Client assumes full responsibility for reliance on such Documents and for use of such Documents for any other purpose. Any disclaimer or notice found in or attached to any Document or Service deliverable is enforceable and Advisian intends to rely on such disclaimers and notices to the maximum effect at law. The Client acknowledges and agrees that the Documents and Service deliverables must only be read in their entirety and that excerpts therefrom may not be taken as representative of the general findings of such Documents or Service deliverables. Advisian assumes no liability with respect to reliance on or the use of, or damages resulting from reliance on or the use of, any information, method, or process disclosed in the Documents issued hereunder. Advisian retains the right to use such Documents for its own purposes provided, however, that Advisian shall not, as provided in Article 10, use or disclose any Confidential Information of Client without Client's prior consent. Estimates prepared by Advisian (including, but not limited to, estimates of quantities, costs and schedules) represent Advisian's reasonable judgment based upon its familiarity with the industry and the information available at the time of the estimate. It is recognized, however, that neither Client nor Advisian has control over factors which affect or relate to such estimates. Accordingly, Advisian cannot and does not warrant or represent that actual items, amounts, costs, production, quantities, outcomes, time periods or schedules will not vary from any estimates prepared by Advisian. Advisian shall be entitled to rely on and shall have no liability for defects or deficiencies in the Services or Documents attributable to its use of data, design criteria, drawings, specifications or other information furnished by or on behalf of Client, and Advisian shall be under no obligation to review any such Client-furnished information for completeness or correctness. Advisian shall have no liability for any latent or subsurface condition, and shall have no responsibility for the engineering, designs or performance of any other party.

#### **ARTICLE 13. COMPUTER PROGRAMS**

Advisian may use proprietary computer programs to provide Services. Such use does not constitute a license to Client to use or modify Advisian or third party computer programs and such programs shall remain the sole property of Advisian or such third party. If Client desires to use such computer programs, Client shall enter into a separate licensing agreement.

#### **ARTICLE 14. HIRING**

With respect to each Advisian employee involved in providing Services, Client shall not, until one year after the employee's assignment hereunder ends, hire such employee without Advisian's prior written consent.

#### **ARTICLE 15. TERMINATION**

Either party may at any time, upon fifteen (15) days written notice to the other party, terminate this Contract. Upon such termination, Client shall pay Advisian all amounts owing to Advisian hereunder for performance up to the effective date of termination, plus expenses incurred by Advisian as a result of such termination.

**ARTICLE 16. MISCELLANEOUS**

Neither party may assign its rights, interests or obligations hereunder without the express written consent of the other party. Any assignment made without such written consent shall be void. The failure of either party to enforce, at any time, any provision hereof shall not constitute a waiver of such provision in any way or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. This Contract shall be governed by the laws of the State of Texas, excluding conflicts of law principles that would apply the substantive law of another jurisdiction, and shall be subject to the jurisdiction of the state and federal courts sitting in Harris County, Texas, USA; provided however, if Client is incorporated in a jurisdiction other than the United States, any disputes arising out of or related to this Contract shall be submitted to and settled by binding arbitration under the rules of the American Arbitration Association by three (3) arbitrators. The arbitration will take place in Houston, Texas, and shall be conducted in English. No decision by the arbitrator shall provide for the payment of punitive, exemplary or other such damages, and the cost of arbitration shall be apportioned according to the determination of the arbitrator.

**ARTICLE 17. ENTIRE AGREEMENT**

The provisions hereof represent the entire and integrated agreement between the parties hereto and supersede all prior and contemporaneous representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof. Unless otherwise expressly agreed to in writing by the parties, any purchase order or authorization issued by Client shall not add to or otherwise amend these terms and conditions. This Contract may be amended only by written instrument signed by both parties hereto.

**ATTACHMENT A**  
**STANDARD HOURLY RATES OR MILESTONE SCHEDULE**

**Advisian Technical Consulting Standard Rates**

Classification	Hourly Rate (USD)
Engineer/Scientist - L1	\$230
Engineer/Scientist - L2	\$215
Engineer/Scientist - L3	\$200
Engineer/Scientist - L4	\$185
Engineer/Scientist - L5	\$170
Engineer/Scientist - L6	\$155
Engineer/Scientist - L7	\$140
Engineer/Scientist - L8	\$130
Engineer/Scientist - L9	\$115
Engineer/Scientist - L10	\$100
Designer/Technician - D1	\$205
Designer/Technician - D2	\$190
Designer/Technician - D3	\$180
Designer/Technician - D4	\$165
Designer/Technician - D5	\$150
Designer/Technician - D6	\$135
Designer/Technician - D7	\$120
Designer/Technician - D8	\$105
Designer/Technician - D9	\$90
Sr. Project Manager/Specialist - S1*	-----
Sr. Project Manager/Specialist - S2	\$300
Sr. Project Manager/Specialist - S3	\$270
Sr. Project Manager/Specialist - S4	\$250
Project Manager/Specialist - S5	\$225
Project Manager/Specialist - S6	\$200
Project Services - P1	\$160
Project Services - P2	\$135
Project Services - P3	\$110
Project Services - P4	\$85
Project Services - P5	\$60
Other Direct Costs**	8%

**Notes:**

The above rates apply to Advisian Technical Consulting services only, and are not applicable to management consulting or advisory services.

\* Selected S1 rates will be determined on a project by project basis.

\*\* Other Direct Costs including couriers, photocopies, faxes, long distance telephone, computer hardware, computer software excluding specialty programs, colour copies, and plots are charged at 8% of project labour fees expended. Out of office travel disbursements (including airfare, meals, accommodations and reasonable expenses), third party subconsultants, testing agency costs and any other non-labour costs are charged at cost plus a 10% Handling Fee.

Updated 07/01/2020



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

November 17, 2021

**Prepared By:** Bill Engelman, Parks and Landscape Manager, and Monica Gallo, Recreation Programs Supervisor  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action Regarding Bid Results for the Installation of Synthetic Turf at the Community Center Swimming Pool.

### Recommended Action

Accept the low bid of \$105,000 submitted by Silicon Valley Paving, Inc., for the installation of synthetic turf at the Community Center Swimming Pool; and authorize the General Manager to execute all contracts associated therewith for a total project cost not to exceed the bid amount plus 15% contingency

### Executive Summary

In March of this year, staff met with and obtained an estimate from a company that specializes in synthetic turf installation for converting the landscape around the pool area into synthetic turf. This estimate came in at approximately \$55,000.

At the May 5, 2021 Board of Directors meeting, staff presented options for landscaping and hardscaping ideas to the Board to enhance the area around the Community Center pool. Staff was given direction to move forward with installing synthetic turf within the perimeter of the pool fencing area, as well as approval to use "Hofmann money" to fund the project. A bid opening was held on July 28th where staff received two bids:

- Consolidated Engineering at \$113,692.00
- G&G Builders at \$166,667.00

The actual bid amounts were in extreme excess of the original \$55,000 amount originally considered by the Board; therefore, all bids were rejected. Staff then reached out to the original company who quoted \$55,000 and requested an updated estimate. Due to labor and material cost increases due to COVID, the new estimate came in at \$85,000.00. Staff developed the bid documents and estimated the project costs to be \$90,000.

Staff reached out to eleven specialty turf contractors and went out to re-bid on October 27, 2021, where staff received two bids:

- Silicon Valley Paving, Inc. at \$105,000.00 (\$52,500.00 material cost / \$52,500.00 labor cost)
- McNabb Construction at \$117,649.00 (\$35,294.70 material cost / \$82,354.30 labor cost)

Staff recommends accepting the low bid of \$105,000 submitted by Silicon Valley Paving, Inc., for the installation of synthetic turf at the Community Center Swimming Pool; and authorize the General Manager to execute all contracts associated therewith for a total project cost not to exceed the bid amount plus 15% contingency

### Previous Relevant Board Actions for This Item

May 5, 2021  
 August 18, 2021

### Attachments

Silicon Valley Paving, Inc. Bid and McNabb Construction Bid

**BID FORM  
FOR A**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated October 2021, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within 80 calendar days from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, \$150 per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

Addenda 1 Oct. 4, 2021

(Write all addenda numbers received here)



Bid.

Item	Description	Unit	Estimated Qty	Bid Price per Unit	Total
1	Lump Sum (LS) cost to supply all the materials for Synthetic Turf project as indicated in the contract documents.	LS	1	\$ 52,500	\$ 52,500
2	Lump Sum (LS) cost for complete installation of the Synthetic Turf project as indicated in the contract documents.	LS	1	\$ 52,500	\$ 52,500
Total Base Bid: Inclusive of all work incidental thereto and connected therewith.					\$ 105,000

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

One hundred five thousand and 00/100  
(amount in words)

\$ 105,000.00  
(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

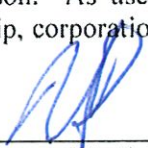
Silicon Valley Paving, Inc.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

770503684

Social Security Number  
or Federal Identification Number

  
Signature of Individual or  
Corporate Name

#732923

Contractor's State License Number

By: Todd Slyngstad President  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

Todd Slyngstad

(Name)

By: President

(Title)

1050 Commercial St. #101

(Business Address)

San Jose, CA 95112

(City and State)

(408) 286-9101

(Phone Number)

todd@svpinc.com

(email address)

Date OCT 20, 2021

**ACKNOWLEDGEMENT  
FOR**

**Swimming Pool Synthetic Turf Installation**  
**Discovery Bay Community Center**

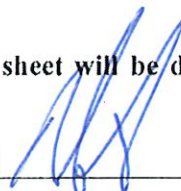
To ensure all bid materials were received, this Acknowledgement must be completed and returned in the bidder's sealed envelope for the Bid prior to **10:00 a.m. October 27, 2021**. This sheet acknowledges receipt of the following materials:

1. Notice Inviting Bids
2. Acknowledgement
3. Instructions for Bidders
4. Contract
5. General Conditions
6. California Public Contract Code Section 20104
7. Bid Form
8. List of Subcontractors
9. Bidders Responsibility Statement
10. Non Collusion Affidavit
11. Bid Guarantee
12. Contract Specifications
13. Drawings
14. Addenda(s) receipt(s) through No. 1, if applicable

In addition to the above materials, the Bidder acknowledges the following:

- 1) A Faithful Performance Bond and Labor & Material Bond are required for this project.
- 2) Liquidated damages in the amount of \$150 a day will be assessed by the Owner for each day beyond the contract specified number of days that the project is not completed by the Contractor.
- 3) Names and phone numbers of references for a minimum of two (2) similar projects are to be provided with the bid.

**Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.**

Acknowledged by: Todd Slyngstad 

Company: Silicon Valley Paving, Inc.

License No. #732923

Bidder: Silicon Valley Paving, Inc.

Title: President

Date: 10/13/2021

**DEPARTMENT of INDUSTRIAL RELATIONS and SB 854  
COMPLIANCE AFFIDAVIT**

In accordance with the California Labor Code as amended through Senate Bill SB 854, as a condition to bid on, be listed in a bid or perform work under a public works project, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For information regarding registration, please go to:

<http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

I, the Bidder, certify that:

"I am aware of the provisions of the Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I am registered and qualified to perform public work pursuant to Labor Code section 1725.5 and I will comply all applicable provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

  
\_\_\_\_\_  
Signature

**Todd Slyngstad**

\_\_\_\_\_  
Print Name

**President**

\_\_\_\_\_  
Title

10/13/2021  
\_\_\_\_\_  
Date

**Silicon Valley Paving, Inc.**

\_\_\_\_\_  
Business Name

**#732923**

\_\_\_\_\_  
CSLB License Number

**#1000005040**

\_\_\_\_\_  
PWC Registration Number

\*\*END OF SECTION\*\*

LIST OF SUBCONTRACTORS

Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center

In Compliance with the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name, location of place of business, California contractor license number, DIR Registration number and description of work to be performed of each subcontractor who will perform work or labor or render service to the Contractor on or about the construction of the Work or improvement to be performed under these specifications and the portion of the Work which will be done by each subcontractor in an amount in excess of one-half of 1 percent of the bidder's Bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of 1 percent, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

1. Name of Subcontractor: Heavenly Greens License No. 923094  
Address: 370 Umbarger Rd, San Jose, CA 95111  
DIR Registration No. 1000014275 Description of Work to be Performed  
(Type & Trade) Synthetic Turf Installation

2. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

4. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

5. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

6. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

7. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

FIRM NAME: Silicon Valley Paving, Inc.

BY: \_\_\_\_\_

TITLE: Todd Slyngstad - President

**BIDDER'S RESPONSIBILITY STATEMENT  
FOR**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

1. SCOPE OF THIS STATEMENT

In order to allow the Town of Discovery Bay CSD to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The Town of Discovery Bay CSD shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the Town of Discovery Bay CSD shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the Town of Discovery Bay CSD shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the Town of Discovery Bay CSD harmless from any claim or litigation related to the Town of Discovery Bay CSD's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8, below.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for installation of synthetic turf?  
24 years.
- b. Prospective bidders shall demonstrate a minimum of 3-years experience in constructing projects of a similar size and nature.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. COMPLETED WORK

Provide the requested information set forth below for at least two (2) most recent projects of similar size and scope completed during the past three (3) years.

- a. Project Name: please see attach job reference sheets 2021-2019  
 Project Description: \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Date Completed: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

4. CLAIMS HISTORY

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? No
- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? No
- c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: none

Claim Amount: \_\_\_\_\_

Other Party Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Describe the claim(s) on a separate sheet (see Section 7, below).



## 5. CONTRACT TERMINATION

- a. Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five- (5) years? If yes, provide an explanation below: **No**

Project Name: none

City/Client Contact  
Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

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

If more than one (1), describe on additional sheet (see Section 7 below).

## 6. COMPLETION BY SURETY

- a. Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? No. If yes, provide an explanation below:

Project Name: none

Surety Contact  
Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_

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

If more than one (1), describe on additional sheet (see Section 7, below).

## 7. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

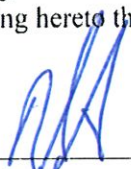
**added job reference sheets and Corporation Resolution** (List Pages)  
**on Authorized Signatories**

8. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER:

  
\_\_\_\_\_  
Signature(s)

DATE: 10/13/2021

**Todd Slyngstad - President**

\_\_\_\_\_  
(Name and Title of Signatories)

**Silicon Valley Paving, Inc.**

\_\_\_\_\_  
(Legal Name of Bidder)

**1050 Commercial St., Suite 101, San Jose, CA 95112**

\_\_\_\_\_  
(Address)

**(408) 286-9101**

Number)

(Phone

**“NONCOLLUSION AFFIDAVIT”  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
FOR**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

State of California  
County of Santa Clara

Todd Slyngstad, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as President of Silicon Valley Paving, Inc. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at Santa Clara, County, in the State of California.

BIDDER: \_\_\_\_\_ 10/13/2021  
(Signature) (Date)

(Name and Title of Signatories)

Silicon Valley Paving, Inc.  
(Legal Name of Bidder)

1050 Commercial St. #101  
(Address)

San Jose, CA 95112

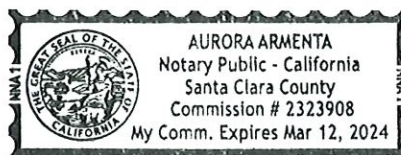
# CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

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

State of California  
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 13<sup>th</sup> day of October,  
2021, by Todd Slyngstad, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature  (Seal)



## CERTIFICATION BY CONTRACTOR

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

Silicon Valley Paving, Inc.

BY: \_\_\_\_\_

TITLE: Todd Slyngstad President

CONTRACTOR'S LICENSE NUMBER: #732923

TELEPHONE NUMBER: (408) 286-2488 fax  
(408) 286-9101

## Bid Bond

**BID GUARANTEE  
FOR**

**Swimming Pool Synthetic Turf Installation**  
**Discovery Bay Community Center**

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. Bid Bond in the amount of \$10% of bid amount which is not less than ten percent (10%) of the total amount of the total bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Specifications within five (5) days after the notice of award of the Contract by the Owner (hereinafter "Security"). Surety shall be an admitted carrier in the State of California.

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) working days after notice thereof, execute a Contract with the Owner in the form hereto attached and shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the Town of Discovery Bay CSD may award the Contract to the second lowest bidder and the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Bids" are estimated and are given only for the purpose of comparing bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a Bidder's Responsibility Statement, and a List of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California.

CONTRACTOR: Silicon Valley Paving, Inc.

BY: \_\_\_\_\_

TITLE: President

ADDRESS: 1050 Commercial St. #101

San Jose, CA 95112

CONTRACTOR'S LICENSE NUMBER: #732923

TELEPHONE NUMBER: (408) 286-9101



BID BOND

KNOW ALL BY THESE PRESENTS, That we, Silicon Valley Paving, Inc.

of San Jose, CA

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Town of Discovery Bay Community Services District

(hereinafter called the Oblige) in the penal sum of Ten Percent (10%) of The Total Amount Bid Dollars ( 10% of Bid )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Discovery Bay Community Center Swimming Pool Synthetic Turf Installation

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 15th day of October, 2021.

\_\_\_\_\_  
Witness

Silicon Valley Paving, Inc. (Seal)  
Principal  
Todd Skynstad - President Title

\_\_\_\_\_  
Witness

The Ohio Casualty Insurance Company  
By: Jody A Johnson Attorney-in-Fact





**CALIFORNIA ACKNOWLEDGMENT**

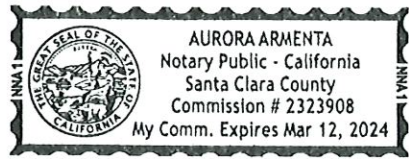
**CIVIL CODE § 1189**

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

State of California }  
County of Santa Clara }

On 10/19/2021 before me, Aurora Armenta, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Todd Slyngstad  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205478-980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bruce G. Okrepkie, Cheryl Griggs, Danika Mott, Fred Vitas, Jamie Boone, Jeff Okrepkie, Jody A. Johnson, Joseph Gibson, Robb Daer

all of the city of SANTA ROSA state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Shasta

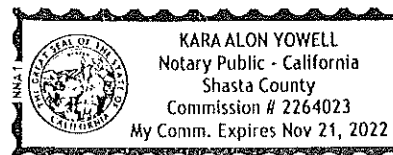
On October 15, 2021 before me, Kara Alon Yowell, Notary Public, personally appeared Jody A. Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

*Kara Alon Yowell*



(Notary Seal)

**OPTIONAL**

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: October 15, 2021

Number of Pages: 2

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Jody A. Johnson

Signer's Name: \_\_\_\_\_

Corporate Office – Title(s) \_\_\_\_\_

Corporate Office – Title(s) \_\_\_\_\_

Attorney in Fact

Attorney in Fact

Individual

Individual

Partner – Limited / General

Partner – Limited / General

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

## Job References

## Silicon Valley Paving, Inc.

### Reference

#### Projects: 2021

Project Name: Rossmoor Walnut Creek / Paving Project Street Maintenance

Contract Date: 4/20/2021 Completion Date: 7/26/2021

Location: Various Streets, Walnut Creek, CA

Type of Work: Asphalt

Contact: Martijin Lemmens

Phone: (925) 260-5182

Value: \$643,481.00

Project Name: Mountain House Community Services / Speed Cushion Implementation

Contract Date: 7/15/2021 Completion Date: 8/27/2021

Location: Various Locations, Mountain House, CA

Type of Work: Clearing / Grubbing / Asphalt / Concrete

Contact: Hamid Parsa

Phone: (209) 831-2300

Value: \$197,720.00

Project Name: Pleasanton Unified School District / Thomas Hart Middle School

Contract Date: 4/26/2021 Completion Date: 9/17/2021

Location: 4433 Willow Road, Pleasanton, CA 94566

Type of Work: New Parking Lot & Drop-off Lane (demo, asphalt, concrete, striping)

Contact: Minh Dao

Phone: (707) 389-1182

Value: \$2,015,794.00

Project Name: Madera Unified School District / Asphalt Resurfacing & Repairs

Contract Date: 6/3/2021 Completion Date: 8/13/2021

Location: Various Locations, Madera, CA

Type of Work: Asphalt Resurfacing & Repairs

Contact: Susan Harautuneian

Phone: (559) 675-4609

Value: \$798,400.00

Project Name: Town of Woodside / 2021 Road Rehabilitation Project

Contract Date: 3/19/2021 Completion Date: 9/17/2021

Location: Various Streets, Woodside, CA

Type of Work: Paving / Concrete / Resurfacing / Striping

Contact: Sindi Mekala

Phone: (650) 851-6790 Value: \$371,853.00

## Silicon Valley Paving, Inc.

### Reference

#### Projects: 2020

Project Name: Town of Los Gatos / Los Gatos Creek Trail Pathway & Parking Lot

Contract Date: 06/11/2020 Completion Date: 10/23/2020

Location: Los Gatos Creek Trail

Type of Work: Asphalt / Sealcoat / Striping

Contact: Fletcher Parsons – Project Manager

Phone: (408) 761-4536

Value: \$179,189.00

Project Name: San Jose Unified School Dist. / Paving Maintenance 2020

Contract Date: 5/6/2020 Completion Date: 10/16/2020

Location: Multiple School Sites

Type of Work: Paving Maintenance & Repairs @ Multiple Schools

Contact: Larry Fogelquist – Project Engineer

Phone: (707) 438-3790

Value: \$1,623,818.00

Project Name: Fairfield-Suisun Unified School Dist. / Dover Academy

Contract Date: 3/9/2020 Completion Date: 12/18/2020

Location: 301 E. Alaska Ave., Fairfield, CA 94534

Type of Work: Demo / Concrete / Irrigation / Landscaping

Contact: Rachel Dula – Facilities Planner

Phone: (707) 399-5148

Value: \$2,241,318.00

Project Name: City of Daly City /Gellert, Hillsdale, Lincoln & Palisades Parks

Contract Date: 9/15/2020 Completion Date: 12/11/2020

Location: Daly City, CA 94015

Type of Work: Tennis & Basketball Court Resurfaces

Contact: Venus Young – Public Works Eng.

Phone: (650) 991-8064

Value: \$275,880.00

Project Name: Mt. Diablo Unified School Dist. / Paving at Maintenance & Operations Dept.

Contract Date: 09/28/2020 Completion Date: 2/19/2021

Location: 1490 Gasoline Alley, Concord, CA 94520

Type of Work: Paving / Concrete / Sealcoat / Striping

Contact: Charles Beigarten

Phone: (925) 825-7440 Value: \$1,062,477.00

## Silicon Valley Paving, Inc.

### Reference

#### Projects: 2019

Project Name: Kaiser Fremont

Contract Date: 6/11/2019 Completion Date: 9/6/2019

Location: 6701-6755 Kaiser Dr., Fremont, CA

Type of Work: Concrete / Paving

Contact: Phyllis Yamasaki - Manager

Phone: (408) 858-4202

Value: \$73,500.00

Project Name: Fremont Unified School District / Patterson Elementary School

Contract Date: 5/28/2019 Completion Date: 10/11/2019

Location: 35521 Cabrillo Drive, Fremont, CA

Type of Work: Traffic Flow Improvement

Contact: Brad Promes – Supervisor Maintenance

Phone: (510) 366-9836

Value: \$251,325.00

Project Name: Campbell Union School District /Rosemary Elementary School –Summer Project

Contract Date: 4/4/2019 Completion Date: 8/7/2020

Location: 401 W. Hamilton Avenue, Campbell, CA

Type of Work: Playground Modernization

Contact: Doug Williams – Construction Manager

Phone: (408) 364-4200

Value: \$3,912,161.00

Project Name: Campbell Union School District / CNG Fueling Station Corp. Yard

Contract Date: 12/13/2019 Completion Date: 7/17/2020

Location: 240 Harrison Avenue, Campbell, CA

Type of Work: Paving / Concrete / Sealcoat / Striping

Contact: Doug Williams – Construction Manager

Phone: (408) 364-4200

Value: \$291,511.00

Project Name: Hayward Area Recreation & Park District / East Avenue Park Renovations

Contract Date: 10/28/2019 Completion Date: 9/11/2020

Location: 3221 East Avenue, Hayward, CA

Type of Work: Playground Modernization

Contact: Hai-Ping Mo – Bond Project Manager

Phone: (510) 888-5747 Value: \$1,677,034.00

## Corporation Resolution on Authorized Signatories





# Silicon Valley Paving, Inc.

www.svpinc.com

Silicon Valley Paving, Inc.

## Corporation Resolution on Authorized Signatories

I, Todd Slynstad, President of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

  
\_\_\_\_\_  
President

Date: 10/19/2021

I, Jose Vizcaino, Secretary of Silicon Valley Paving, Inc. hereby state that I have the authority to sign all documents for the Corporation pertaining to but not limited to contract documents, change orders, bonds.

  
\_\_\_\_\_  
Secretary

Date: 10/19/2021

**ACKNOWLEDGEMENT  
FOR**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

To ensure all bid materials were received, this Acknowledgement must be completed and returned in the bidder's sealed envelope for the Bid prior to **10:00 a.m. October 27, 2021**. This sheet acknowledges receipt of the following materials:

1. Notice Inviting Bids
2. Acknowledgement
3. Instructions for Bidders
4. Contract
5. General Conditions
6. California Public Contract Code Section 20104
7. Bid Form
8. List of Subcontractors
9. Bidders Responsibility Statement
10. Non Collusion Affidavit
11. Bid Guarantee
12. Contract Specifications
13. Drawings
14. Addenda(s) receipt(s) through No. 1, if applicable

In addition to the above materials, the Bidder acknowledges the following:

- 1) A Faithful Performance Bond and Labor & Material Bond are required for this project.
- 2) Liquidated damages in the amount of **\$150** a day will be assessed by the Owner for each day beyond the contract specified number of days that the project is not completed by the Contractor.
- 3) Names and phone numbers of references for a minimum of two (2) similar projects are to be provided with the bid.

**Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.**

Acknowledged by: \_\_\_\_\_

David D. McNabb

Company: \_\_\_\_\_

McNabb Construction, Inc.

License No. \_\_\_\_\_

728118

Bidder: \_\_\_\_\_

McNabb Construction, Inc.

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

President

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

10/26/2021

**DEPARTMENT of INDUSTRIAL RELATIONS and SB 854  
COMPLIANCE AFFIDAVIT**

In accordance with the California Labor Code as amended through Senate Bill SB 854, as a condition to bid on, be listed in a bid or perform work under a public works project, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For information regarding registration, please go to:

<http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

I, the Bidder, certify that:

"I am aware of the provisions of the Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I am registered and qualified to perform public work pursuant to Labor Code section 1725.5 and I will comply all applicable provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Signature

David D. McNabb

Print Name

President

Title

10/26/2021

Date

McNabb Construction, Inc.

Business Name

728118

CSLB License Number

1000005502

PWC Registration Number

\*\*END OF SECTION\*\*

## CERTIFICATION BY CONTRACTOR

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

McNabb Construction, Inc.

BY: 

TITLE: President

CONTRACTOR'S LICENSE NUMBER: 728118

TELEPHONE NUMBER: 925-935-4200

**BID FORM  
FOR A**

**Swimming Pool Synthetic Turf Installation**  
**Discovery Bay Community Center**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District and dated October 2021, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least four (4) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within ninety calendar days after the actual date of the opening of the Bids, the undersigned will within five (5) working days after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence five (5) working days following the date specified in the Notice to Proceed and to complete all work contained in these bid documents within 80 calendar days from the date established by the Notice to Proceed in accordance with the terms as stated in the Contract.

The undersigned further agrees to pay OWNER, as liquidated damages, \$150 per day for each calendar day beyond the Contract Completion Date or extension thereof that any of the Work remains incomplete.

The undersigned acknowledges receipt of addenda numbered:

1

---

(Write all addenda numbers received here)

Bid.

Item	Description	Unit	Estimated Qty	Bid Price per Unit	Total
1	Lump Sum (LS) cost to supply all the materials for Synthetic Turf project as indicated in the contract documents.	LS	1	\$ 35,294.70	\$ 35,294.70
2	Lump Sum (LS) cost for complete installation of the Synthetic Turf project as indicated in the contract documents.	LS	1	\$ 82,354.30	\$ 82,354.30
Total Base Bid: Inclusive of all work incidental thereto and connected therewith.					\$ 117,649.00

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety, in the manner and under the conditions required in the contract documents for the Total Bid Price of:

One hundred seventeen thousand six hundred forty nine & 00/100

(amount in words)

\$ 117,649.00

(amount in numbers)

The undersigned agrees that extra work, if any, will be performed in accordance with Article 1-11 of the General Conditions of the Contract and will be paid for in accordance with Article 1-18 of the General Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, taxes, insurance and incidentals required to complete the Work. The names and addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give full name of corporation, or partnership, or Limited Liability Company, or Individual, or Joint Venture.)

McNabb Construction, Inc.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

47-0911761

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

728118

\_\_\_\_\_  
Contractor's State License Number

By: David D. McNabb - President  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, faxed, emailed or delivered to the following:

McNabb Construction, Inc.

(Name)

By: David D. McNabb - President

(Title)

3527 Mt Diablo Blvd #306

(Business Address)

Lafayette, CA 94549

(City and State)

925-935-4200

(Phone Number)

davemcnabb@hotmail.com

(email address)

Date 10/26/2021

**LIST OF SUBCONTRACTORS**

**Swimming Pool Synthetic Turf Installation**  
**Discovery Bay Community Center**

In Compliance with the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name, location of place of business, California contractor license number, DIR Registration number and description of work to be performed of each subcontractor who will perform work or labor or render service to the Contractor on or about the construction of the Work or improvement to be performed under these specifications and the portion of the Work which will be done by each subcontractor in an amount in excess of one-half of 1 percent of the bidder's Bid.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of 1 percent, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

1. Name of Subcontractor: None License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

2. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed  
(Type & Trade) \_\_\_\_\_

4. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed



(Type & Trade) \_\_\_\_\_

5. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

6. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

7. Name of Subcontractor: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Description of Work to be Performed

(Type & Trade) \_\_\_\_\_

FIRM NAME: McNabb Construction, Inc. \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: David D. McNabb - President \_\_\_\_\_

**BIDDER'S RESPONSIBILITY STATEMENT  
FOR**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

1. SCOPE OF THIS STATEMENT

In order to allow the Town of Discovery Bay CSD to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The Town of Discovery Bay CSD shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the Town of Discovery Bay CSD shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the Town of Discovery Bay CSD shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the Town of Discovery Bay CSD harmless from any claim or litigation related to the Town of Discovery Bay CSD's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8, below.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for installation of synthetic turf?  
20 years.
- b. Prospective bidders shall demonstrate a minimum of 3-years experience in constructing projects of a similar size and nature.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. COMPLETED WORK

Provide the requested information set forth below for at least two (2) most recent projects of similar size and scope completed during the past three (3) years.

- a. Project Name: Ravenswood Park Playground  
 Project Description: New play equipment  
 \_\_\_\_\_  
 Contract Amount: \$55,972.00  
 Date Completed: 4/2021  
 Contact Person: Bill Engelman

Contact Person's Phone: 925-206-9923

Project Name: Pocket Canal Aeration

Project Description: New aeration systems in various parts of the pocket canal system

Contract Amount: \$173,000 +/-

Date Completed: 10/2021

Contact Person: Paul Barnes

Contact Person's Phone: 916-430-0969

Project Name: Neary Lagoon

Project Description: Tule and Sediment Removal

Contract Amount: \$400,000+

Date Completed: 10/2021

Contact Person: Steve Wolfman

Contact Person's Phone: 831-420-5428

#### 4. CLAIMS HISTORY

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? No
- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? No
- c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: \_\_\_\_\_

Claim Amount: \_\_\_\_\_

Other Party Contact: \_\_\_\_\_

Name and Phone: \_\_\_\_\_

Describe the claim(s) on a separate sheet (see Section 7, below).

5. CONTRACT TERMINATION

- a. Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five- (5) years? If yes, provide an explanation below: No

Project Name: \_\_\_\_\_

City/Client Contact  
Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7 below).

6. COMPLETION BY SURETY

- a. Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? No. If yes, provide an explanation below:

Project Name: \_\_\_\_\_

Surety Contact  
Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 7, below).

7. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

N/A

(List Pages)

8. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER:   
Signature(s)

DATE: 10/26/2021

David D. McNabb - President  
(Name and Title of Signatories)

McNabb Construction, Inc.  
(Legal Name of Bidder)

3527 Mt Diablo Blvd #306, Lafayette, CA 94549  
(Address)

925-935-4200 (Phone Number)

**“NONCOLLUSION AFFIDAVIT”  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
FOR**

**Swimming Pool Synthetic Turf Installation  
Discovery Bay Community Center**

State of California  
County of Contra Costa

David D. McNabb, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as President of McNabb Construction, Inc. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at Contra Costa, County, in the State of California.

BIDDER:

  
(Signature)

10/26/2021

(Date)

(Name and Title of Signatories)

McNabb Construction, Inc.

(Legal Name of Bidder)

3527 Mt Diablo Blvd #306

(Address)

Lafayette, CA 94549

**BID GUARANTEE  
FOR**

**Swimming Pool Synthetic Turf Installation**  
**Discovery Bay Community Center**

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. 1001124782AD in the amount of \$ 13,750.00 which is not less than ten percent (10%) of the total amount of the total bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Specifications within five (5) days after the notice of award of the Contract by the Owner (hereinafter "Security"). Surety shall be an admitted carrier in the State of California.

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) working days after notice thereof, execute a Contract with the Owner in the form hereto attached and shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the Town of Discovery Bay CSD may award the Contract to the second lowest bidder and the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Bids" are estimated and are given only for the purpose of comparing bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a Bidder's Responsibility Statement, and a List of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Public Contract Code of the State of California.

CONTRACTOR: McNabb Construction, Inc.

BY: 

TITLE: President

ADDRESS: 3527 Mt Diablo Blvd #306

Lafayette, CA 94549

CONTRACTOR'S LICENSE NUMBER: 728118

TELEPHONE NUMBER: 925-935-4200

Surety Group  
801 S Figueroa Street, Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

Bond Number: 1001124782AD

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, McNabb Construction, Inc., DBA: DK Environmental  
\_\_\_\_\_ (hereinafter  
called Principal), as Principal, and American Contractors Indemnity Company  
\_\_\_\_\_, a corporation organized and existing under the laws of California,  
(hereinafter called Surety) as Surety, are held and firmly bound unto The Town of Discovery Bay Community Service District  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Obligee) as Obligee, in the penal sum of Ten  
\_\_\_\_\_ percent (10%) of amount bid not to exceed  
Thirteen Thousand Seven Hundred and Fifty  
\_\_\_\_\_ Dollars (\$ 13,750.00) for the  
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for Discovery Bay Community Center Swimming Pool Synthetic Turf Installation  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such time as  
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do  
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure  
up to and not exceeding the penal sum of the bond.

Signed and sealed this 21st day of October, 2021.

Principal: McNabb Construction, Inc. DBA: DK Environmental

By: 

Surety: American Contractors Indemnity Company

By:   
Anthony F. Angelicola Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

American Contractors Indemnity Company  
801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017  
Attention: Jennifer Dodge  
Tel: (310) 649-0990  
E-mail: JDodge@tmhcc.com



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of San Francisco }

On October 21, 2021, before me, D. Tschaplizki, Notary Public,  
personally appeared Anthony F. Angelicola

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

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE D. Tschaplizki  
SIGNATURE OF NOTARY PUBLIC

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Anthony F. Angelicola of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Four Million\*\*\*\*\* Dollars (\*\*\*\$4,000,000.00\*\*\*) . This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



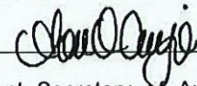
By:   
Daniel P. Aguilar, Vice President

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

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21<sup>st</sup> day of June, 2021.

Corporate Seals  
Bond No. 10011247820  
Agency No. 2009



  
Kio Lo, Assistant Secretary