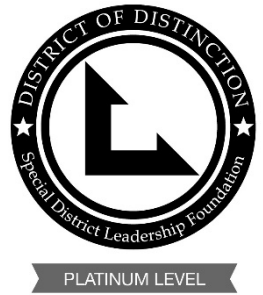




# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



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

**NOTICE OF THE REGULAR MEETING  
OF THE WATER AND WASTEWATER COMMITTEE  
OF THE TOWN OF DISCOVERY BAY  
Wednesday, December 6, 2023, 5:30 P.M.**

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

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

**TO ATTEND BY ZOOM WEBINAR:** <https://us06web.zoom.us/j/81370654114>

**TO ATTEND BY PHONE:** +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 813 7065 4114

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

**Water and Wastewater Committee Members**

*Chair Ashley Porter*

*Vice-Chair Kevin Graves*

**A. ROLL CALL**

1. Call business meeting to order 5:30 p.m.
2. 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 Committee 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 Committee for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee 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 Committee only. Any clarifying questions from the Committee must go through the Chair. Comments from the public do not necessarily reflect the viewpoint of the Committee members.

**C. DRAFT MINUTES TO BE APPROVED**

1. Approve Water and Wastewater DRAFT Meeting minutes of November 1, 2023.

**D. DISCUSSION**

1. Discussion and Possible Feedback Regarding Amendment of Professional Services Agreement with Luhdorff & Scalmanini for the Sand Point Trenchless Design Evaluation.
2. Discussion and Possible Feedback Regarding Resolution 2023-22 Declaring Certain Property as Exempt Surplus Land and Authorizing its Sale.
3. Discussion and Possible Feedback Regarding Authorizing the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 GPM Filter Vessel for the Well #8 Project.

**E. FUTURE DISCUSSION/AGENDA ITEMS**

**F. ADJOURNMENT**

1. Adjourn to the next Standing Water and Wastewater Committee meeting on January 3, 2024, at the Community Center located at 1601 Discovery Bay Boulevard.

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

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



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



## SDLF Platinum-Level of Governance

PLATINUM LEVEL

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

### MINUTES OF THE REGULAR MEETING OF THE WATER AND WASTEWATER COMMITTEE OF THE TOWN OF DISCOVERY BAY Wednesday, November 1, 2023, 5:30 P.M.

#### Water and Wastewater Committee Members

Chair Ashley Porter

Vice-Chair Kevin Graves

#### A. ROLL CALL

1. Called business meeting to order 5:30 p.m.
2. Roll Call was taken, and all members were present with Chair Ashley Porter attending remotely.

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

None.

#### C. DRAFT MINUTES TO BE APPROVED

1. Approve Special Water and Wastewater DRAFT Meeting minutes of October 18, 2023.

Chair Porter made a Motion to Approve the Draft Minutes of October 18, 2023.

Vice-Chair Graves seconded.

Vote: Motion Carried – AYES: 2, NOES: 0, ABSTAINED: 0, ABSENT: 0

#### D. UPDATES

1. Building Update.  
None.
2. Willow Lake WTP Filter Update.

Presented by Water and Wastewater Manager Aaron Goldsworthy.

- Project is set to begin November 14, 2023.
- The gravel section of the community center parking lot will be utilized for District staff parking.
- District Office will be closed to the public beginning November 6, 2023.
- Project has a completion date of February 2024. Timeline may be adjusted due to weather.

3. Well 7 Update.

Presented by Water and Wastewater Manager Aaron Goldsworthy.

- Contractor is expected to have all the materials by the end of November.

#### E. FUTURE DISCUSSION/AGENDA ITEMS

None.

**F. ADJOURNMENT**

1. Adjourn at 5:37p.m. to the next Standing Water and Wastewater Committee meeting on December 6, 2023, at the Community Center located at 1601 Discovery Bay Boulevard.

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

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

DRAFT



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**  
December 6, 2023

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

### Agenda Title

Discussion and Possible Feedback Regarding Amendment of Professional Services Agreement with Luhdorff & Scalmanini for the Sand Point Trenchless Design Evaluation.

### Recommended Action

Discuss the proposed action to Authorize the General Manager to issue a change order for the current LSCE Fiscal Year 2023 – 2024 Engineering Services Agreement in the amount of \$26,626 and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Executive Summary

The Sand Point waterline crosses under Newport Bay between Sand Point Court and Newport Lane within a 10-foot-wide easement. The scope of the Sand Point waterline replacement project includes replacing the 8" waterline under Newport Bay with a 12" pipeline using horizontal directional drilling as shown on the attached. In order to determine if we can stay within our current 10-foot-wide easement, we will need to have LSCE prepare a design evaluation and preliminary drawings at a cost of \$26,626. It is proposed to have the attached scope of work and dollar amount added to the existing Fiscal Year 2023-2024 \$158,513 Engineering Services Agreement via change order as allowed under the terms of the existing agreement.

### Specific Committee Action:

Discuss the proposed action to Authorize the General Manager to issue a change order for the current LSCE Fiscal Year 2023 – 2024 Engineering Services Agreement in the amount of \$26,626 and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Previous Relevant Board Actions for This Item

The Board has previously approved the project in the current fiscal year budget.

**Fiscal Impact:** Funds are available from the Water Reserve account.

**Amount Requested:** \$26,626.

**Sufficient Budgeted Funds Available?** Yes

**Prog/Fund # Category:** TBD

### Attachments

1. LSCE October 30, 2023, Scope Amendment #1 Proposal.

AGENDA ITEM: D1



October 30, 2023

File No. 23-5-069

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

**SUBJECT:      Scope Amendment #1  
                    General Engineering Services – Fiscal Year 2023/2024**

Dear Mr. Yeraka:

Per your request, this letter outlines a scope amendment (scope and budget) for Luhdorff and Scalmanini Consulting Engineers (LSCE) to provide engineering services for the Town of Discovery Bay Community Services District (District) under the existing General Engineering Services FY23/F24 contract.

### ***Task 6 - Sand Point Trenchless Design Evaluation (New)***

The District is interested in replacing approximately 5,000 lineal feet of water main along Sand Point Road and Newport Lane due to the age, material, and inadequate size of the existing piping. The project scope includes replacing an existing 8" AC underwater pipeline under Newport Bay between Sand Point Court and Newport Lane with a new 12" pipeline (see enclosed figure). The District has tasked LSCE to develop a preliminary trenchless design evaluation to replace the existing underwater crossing. The study will explore the feasibility of replacing the underwater crossing within the boundaries of an existing 10-foot easement.

LSCE will coordinate with our subconsultant (Conzor) to develop the trenchless design evaluation technical memorandum (TM). The TM will summarize the trenchless evaluation, horizontal and vertical alignment geometry and provide a recommendation for final design. The TM will include an engineer's cost estimate. A further detailed description of the proposed scope of work and assumptions provided by Conzor can be found in Exhibit A (enclosed).

#### **Deliverables:**

- Draft Trenchless Design Evaluation TM

#### **Meetings:**

Two (2) project meetings (pre and post TM).

## Scope Amendment #1 Budget Estimate

LSCE proposes an increase to the existing General Engineering Services total contract budget increase of **\$26,626**. The costs are estimated in accordance with LSCE’s understanding of the scope of work and LSCE’s Schedule of Fees (enclosed).

Task Description	LSCE	HDD Sub (Conсор)*	Total
Task 6 - Sand Point Trenchless Design Evaluation	\$4,452	\$22,174	\$26,626
<b>Total</b>	<b>\$4,452</b>	<b>\$22,174</b>	<b>\$26,626</b>

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

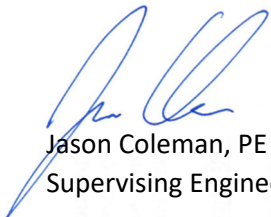
A summary of the scope amendments to-date is provided below, with a revised contract amount with Scope Amendment #1.

Original Contract (General Engineering Services – Fiscal Year 2023/2024)	\$158,513
Scope Amendment #1 (Sand Point Trenchless Design Evaluation)	\$26,626
<b>Revised Contract</b>	<b>\$185,139</b>


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

Sincerely,

LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS



Jason Coleman, PE  
Supervising Engineer



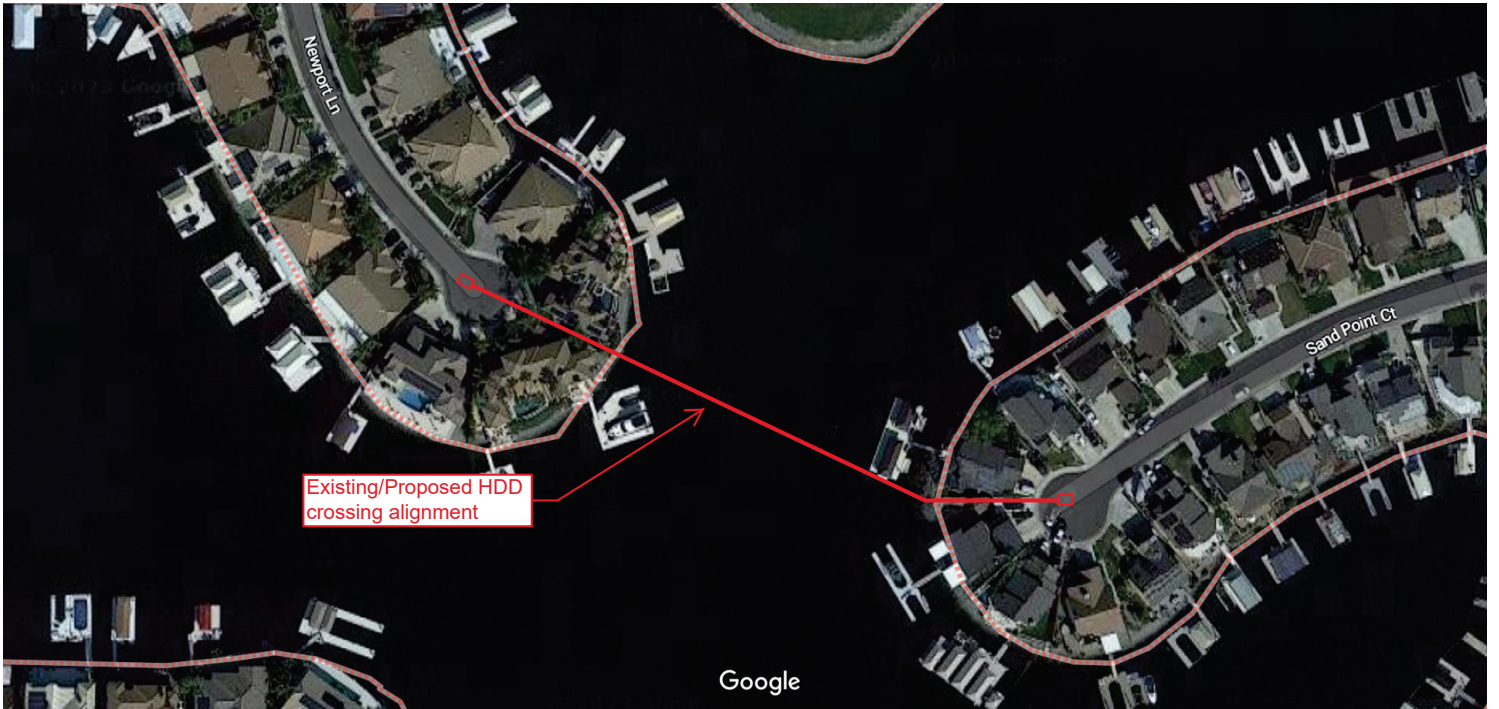
Oscar Serrano, PE  
Senior Engineer

Enclosures:

- Sand Point to Newport Lane Pipeline Crossing Figure
- Conсор Exhibit A Detailed Scope of Work
- LSCE Fee Schedule

## Sand Point to Newport Lane Pipeline Crossing

Discovery Bay



Imagery ©2023 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft



# EXHIBIT A

## SCOPE OF WORK SAND POINT ROAD PIPELINE REPLACEMENT PREDESIGN EVALUATION LUHDORFF & SCALMANINI

### Introduction/General/Background

Luhdorff & Scalmanini Consulting Engineers (LSCE) has asked Consor North America, Inc. (Consor, Consultant) to provide a scope of work and fee schedule for the proposed waterline replacement project at the Town of Discovery Bay, California (Town). An original Scope of Services was prepared which outlined distinct tasks to deliver the project from conceptual design through to construction. The Town requested a predesign evaluation of the project (included as Task 2 of the original Scope of Services) to address concerns of a potential Horizontal Directional Drilling (HDD) installation of the new pipeline alignment staying within the existing easement.

### Project Understanding and Assumptions

The Sand Point Road Pipeline Replacement consists of replacing a section of waterline from Sand Point Road/Sand Point Court to Newport Drive. The pipeline is conceptually planned to replace an existing asbestos cement pipe with a new 12-inch, or 16-inch diameter pipe and the underwater crossing installed by HDD. Project design work includes developing plans and specifications for the underwater HDD crossing.

### Project Assumptions

LSCE will be responsible for the following items:

- Subsurface information (i.e., Geotechnical Investigation Report)
- Topographic and bathymetric survey data
- Development of project drawings and incorporation of Consor provided markups to predesign documents

Consor will be responsible for the following items:

- Performing HDD feasibility and alternative analysis for an HDD crossing.
- Provide drawing reviews and markups specific to the HDD crossing and pipe connections.

### Scope of Services

Consultant will perform the following services.

## Task 1 - Project Management

### *Objective*

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

### *Activities*

#### *1.1 Invoices/Status Reports*

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

#### *1.2 Project Coordination*

Conсор will maintain communication with the Luhdorff & Scalmanini through meetings via voice, email, and fax communication.

#### *1.3 Management and Coordination of Staff*

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

### *Task Deliverables*

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

### *Assumptions*

- Consultant assumes a Notice to Proceed date by January 2, 2024.
- Project duration will be no more than 3 months.
- Consultant assumes up to (2) one-hour meetings with the Luhdorff & Scalmanini Principal-in-Charge or Project Manager.

## Task 2 - Predesign Evaluation

### *Objective*

Evaluate the existing subsurface conditions and surface constraints to develop a trenchless design solution for the Sand Point Pipeline Replacement undercrossing.

## *LSCE Involvement*

Provide preliminary project plan and profile showing topographic, franchise and municipal utilities, easements, and rights-of-way data, geotechnical data, and other information relevant to preliminarily evaluate the undercrossing.

## *Activities*

### *2.1 Review of Existing Project Data*

Gather and evaluate project constraints, subsurface conditions, and pipeline alignment.

### *2.2 Develop Preliminary Trenchless Alignments*

Calculate horizontal and vertical alignment geometry of trenchless undercrossing concepts. Illustrate concepts on project plan and profile drawings.

### *2.3 Prepare Draft Trenchless Design Memorandum*

Prepare discussion summarizing trenchless evaluation and present conceptual alignment options for the trenchless undercrossing. Develop opinion of probably construction costs. Provide recommendation of a trenchless option for final design of the trenchless undercrossing.

### *2.4 Pre-Design Coordination*

Lead discussion with project team members and geotechnical subconsultant to review trenchless evaluation and develop the next steps for the design process and delivery of the project contract documents.

## *Task Deliverables*

- Draft trenchless design memorandum in pdf format.

## *Assumptions*

- Conceptual design for the crossing is to install a 16-inch diameter pipeline by HDD method and as stated above in the Project Understanding and Assumptions.

## **Budget**

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

Labor Classification	Direct Rate
Principal Engineer III	\$285
Project Engineer V	\$204
CAD Technician IV	\$185
Administrative III	\$128

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

## Fee Estimate

Consultant proposes to complete this work as detailed above on a time and expenses basis as summarized below. Agreed “not-to-exceed” amounts are based on the scope of work incorporated herein and will not be exceeded without approval and written authorization by the Luhdorff & Scalmanini. See Exhibit B for the proposed Fee Estimate for this work.

**EXHIBIT B**

**SAND POINT ROAD PIPELINE REPLACEMENT - PREDESIGN EVALUATION  
LUHDORFF & SCALMANINI  
PROPOSED FEE ESTIMATE**

Staff Name	LABOR CLASSIFICATION (HOURS)					Hours	Labor	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer III	Professional Engineer V	Administrative III	Technician IV							
	\$271	\$194	\$122	\$176							
	\$285	\$204	\$128	\$185							
	O'Sullivan	Reeves	HayesA	Harjala							
<b>Task 1 - Project Management</b>											
<b>Task 1.1 - Invoices/Status Report</b>	3		3		6	\$ 1,238	\$ -	\$ -	\$ -	\$ -	\$ 1,238
<b>Task 1.2 - Project Coordination</b>	3	2			5	\$ 1,261	\$ -	\$ -	\$ -	\$ -	\$ 1,261
<b>Task 1.3 - Management and Coordination of Staff</b>	3	1			4	\$ 1,057	\$ -	\$ -	\$ -	\$ -	\$ 1,057
<b>Task 1 Subtotal</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>15</b>	<b>\$ 3,556</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,556</b>
<b>Task 2 - Pre-Design Evaluation</b>											
<b>Task 2.1 - Review of Existing Project Data</b>	2	6			8	\$ 1,791	\$ -	\$ -	\$ -	\$ -	\$ 1,791
<b>Task 2.2 - Develop Preliminary Trenchless Alignments</b>	4	12		8	24	\$ 5,061	\$ -	\$ 36	\$ -	\$ -	\$ 5,097
<b>Task 2.3 - Prepare Draft Trenchless Design Memorandum</b>	8	18		6	32	\$ 7,052	\$ -	\$ 36	\$ -	\$ -	\$ 7,088
<b>Task 2.4 - Pre-Design Coordination</b>	4	3			7	\$ 1,749	\$ -	\$ -	\$ -	\$ -	\$ 1,749
<b>Task 2 Subtotal</b>	<b>18</b>	<b>39</b>	<b>0</b>	<b>14</b>	<b>71</b>	<b>\$ 15,653</b>	<b>\$ -</b>	<b>\$ 72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,725</b>
<b>TOTAL - ALL TASKS</b>	<b>27</b>	<b>42</b>	<b>3</b>	<b>14</b>	<b>86</b>	<b>\$ 19,210</b>	<b>\$ -</b>	<b>\$ 72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,282</b>

## 2023 SCHEDULE OF FEES ENGINEERING AND RELATED FIELD SERVICES

**Professional\***

Senior Principal .....	\$247/hr.
Principal Professional.....	\$236/hr.
Supervising Professional .....	\$228/hr.
Senior Professional .....	\$190 to 210/hr.
Project Professional .....	\$165 to 175/hr.
Staff Professional .....	\$145 to 160/hr.

**Technical**

Engineering Inspector .....	\$145/hr.
ACAD DMS/GIS.....	\$145/hr.
Engineering Assistant.....	\$120 to 145/hr.
Scientist.....	\$120 to 145/hr.
Technician.....	\$120 to 145/hr.

**Project Admin Support**

Word Processing, Clerical.....	\$94/hr.
Digital Communications Specialist .....	\$105/hr.
Project Admin/Accounting Assistant .....	\$110/hr.

Vehicle Use	\$0.655/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

\* Engineer, Geologist, Hydrogeologist, and Hydrologist



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

December 6, 2023

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

### Agenda Title

Discussion and Possible Feedback Regarding Resolution 2023-22 Declaring Certain Property as Exempt Surplus Land and Authorizing its Sale.

### Recommended Action

Discuss the proposed action to adopt Resolution 2023-22 declaring the portion of the Town's ditch fronting the Newport Pointe Subdivision as exempt surplus property and authorizing its sale and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Executive Summary

The Newport Pointe subdivision has been designed to drain into the ditch in front of the subdivision which is owned by the Town. Staff has told the developer that the Town does not want the responsibility of the storm water draining into the ditch and any associated liability and added maintenance costs. The developer, Century Communities, is willing to take over ownership of the ditch and will be granting easements to the Town for access across a proposed bridge with a waterline as well as a second easement for a waterline on the south end of the subdivision as noted on the attached Exhibit A. The area being sold to the developer is approximately 3/4 Acre and has no value. The developer will be relieving the Town of any liability associated with owning the ditch along the frontage of their project.

Attached is Resolution 2023-22 declaring the land as exempt surplus property and authorizing its sale.

### Specific Committee Action:

Discuss the proposed action to adopt Resolution 2023-22 declaring the portion of the Town's ditch fronting the Newport Pointe Subdivision as exempt surplus property and authorizing its sale and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Previous Relevant Board Actions for This Item

The Board previously approved a pre annexation agreement for the subdivision.

**Fiscal Impact:** The developer is paying the cost of preparing documents for the land sale

**Amount Requested:** \$0

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

**Prog/Fund # Category:** N/A

### Attachments

1. Resolution 2023-22.

AGENDA ITEM: D2



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2023-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT  
DECLARING CERTAIN PROPERTY  
AS EXEMPT SURPLUS LAND AND AUTHORIZING ITS SALE**

WHEREAS Century Communities of California, a Delaware Limited Liability Company, (“Century Communities”) has made an offer for purchase of a portion of that parcel known as APN 008-540-028, as described in Exhibit A (the “Property”); and

WHEREAS, the Town of Discovery Bay Community Services District (the “Town”) may dispose of Town owned surplus land or exempt surplus land in accordance with California law and its own Policy; and

WHEREAS, the Town’s Policy 015, Disposition of Surplus Property, is not applicable to real property owned by the Town; and

WHEREAS, Government Code section 54221 defines ‘exempt surplus land’ as land that is less than 5,000 square feet in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the Property is subject to valid legal restrictions not imposed by the Town that would make housing prohibited; and

WHEREAS, the Property is not being used for commercial or industrial activities; and

WHEREAS, the Property is used by the Town as watershed property, which will be operated and maintained by Century Communities to accommodate stormwater discharge generated by residential housing; and

WHEREAS, the Town is exchanging Property for easements over and across Property for the purpose of operating, maintaining, and repairing public utilities; and

WHEREAS, in accordance with California law, the Town hereby declares the Property as exempt surplus land; and

WHEREAS, the terms and conditions establishing the Property and its sale will be set forth in an Agreement, to be approved by the Town’s General Counsel.

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



- SECTION 1. The above Recitals are hereby incorporated and made part of the Board's Resolution as fully as if set forth verbatim herein.
- SECTION 2. The Property is exempt surplus land of the Town.
- SECTION 3. The Board accepts the Easements as consideration for the sale of the Property to Century Communities.
- SECTION 4. The General Manager is authorized to execute an Agreement and all other documents associated with carrying out its terms and conditions.
- SECTION 5. This Resolution shall take effect immediately upon its adoption.
- SECTION 6. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF DECEMBER, 2023.

---

Ashley Porter  
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 December 6, 2023, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Dina Breitsstein  
Board Secretary

Exhibit A  
Property Description





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**  
December 6, 2023

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

### Agenda Title

Discussion and Possible Feedback Regarding Authorizing the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 GPM Filter Vessel for the Well #8 Project.

### Recommended Action

Discuss the proposed action to Authorize the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 gpm Filter Vessel for the well #8 project in the amount of \$434,000 plus 15% for Tax and Contingencies and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Executive Summary

The Well #8 pump station project includes the installation on an 1,800 gallon per minute (gpm) filter vessel to remove iron and manganese from the groundwater. By pre-purchasing the filter vessel, the Town will reduce the overall construction schedule and will save approximately \$80,000 in overhead and profit that a general contractor would include in their bid if the filter vessel is included in the bid documents for the overall well #8 pump station project.

In October of 2022, LSCE contacted Loprest, Filtronics, ATEC, and AdEdge filter companies for quotes on the 2,200 gpm Willow treatment plant replacement filter. At that time, the quote provided by Loprest was found to be the lowest responsible quote. The other vendors were either not interested in providing a quote or provided an estimate higher than Loprest. Since Loprest was the lowest responsive bidder in 2022, LSCE has every reason to believe that we would end up with the same results if we were to request quotes from the same vendors.

The \$434,000 + tax for the filter fits within the \$540,000 allocated for the filter vessel in the budget for the overall well #8 pump station project.

### Specific Committee Action:

Discuss the proposed action to Authorize the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 gpm Filter Vessel for the well #8 project in the amount of \$434,000 plus 15% for Tax and Contingencies and provide input to Staff for approval by the Board of Directors at the December 6, 2023, Board Meeting.

### Previous Relevant Board Actions for This Item

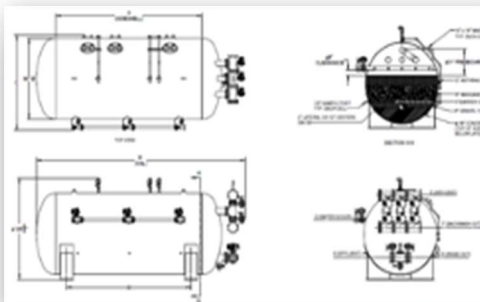
The Board has previously approved construction of the well #8 project in the current fiscal year budget.

**Fiscal Impact:** Funds are available from the Well #8 project account.  
**Amount Requested:** \$434,000 and \$65,100 for tax and contingencies.  
**Sufficient Budgeted Funds Available?** Yes  
**Prog/Fund # Category:** TBD

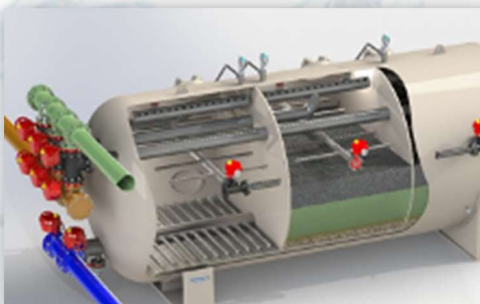
### Attachments

1. Loprest Quotation "Proposal for Iron and Manganese Removal – TODB Well 8" dated November 17, 2023.

AGENDA ITEM: D3



### DESIGN



### DEVELOP



### DELIVER

## Proposal for Iron and Manganese Removal

# TODB Well 8

Discovery Bay, California

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Quote Number 23-077R2



Water Treatment Solutions Since 1928

[loprest.com](http://loprest.com)

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## Iron & Manganese Removal



### PROCESS DESCRIPTION

Iron and Manganese will be oxidized catalytically by the manganese oxide coating on the Manganese GreensandPlus media in the presence of a chlorine oxidant, filtered out by the anthracite and GreensandPlus media, and backwashed to waste.

### GREENSAND+ MEDIA

- High filtration rate
- Longer runtimes
- Low waste volumes
- Limited chemical addition

## About Loprest

### LOPREST'S CAPABILITIES

- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Pressure filters, ion exchange systems, activated carbon systems
- Controls design, manufacturing, and programming
- Onsite filter inspection, evaluation, and maintenance



**EFFICIENT** Energy- and water-efficient designs to meet client needs

**ECONOMICAL** Design choices such as multi-cell horizontal filters and stainless steel underdrains reduce cost of ownership

**PROVEN** Thousands of treatment systems, over 90 years of experience

## Complete System



Complete filtration system for iron and manganese removal:

- Filter Vessels and Media
- System Valving
- PLC based controls with Touchscreen OIT
- System commissioning

### WATER SCOUR

The pressurized Water Scour system is designed to maintain forward flow and enhance media cleaning without depressurizing the filter system.

## Design Parameters



The treatment system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

### INFLUENT WATER QUALITY

Total Iron	ND	PPM
Total Manganese	0.180	PPM

### SIZING

System Design Flow Rate	1,800	GPM
System Flow rate with Reclaim	1,980	GPM
Number of Filters	1	
Number of Cells per Filter	2	
Filter Area per Filter	264	SQ FT
Hydraulic Loading Rate	6.8	GPM / SQ FT
Maximum Design Pressure	125	PSI
Anthracite Bed Depth	12	IN
GreensandPlus Bed Depth	18	IN
Estimated Service Cycle	> 24	HRS
Maximum Backwash Flow Rate Per Cell	1,980	GPM
Minimum Backwash Flow Rate Per Cell	1,584	GPM
Water Scour Rate (included in backwash rate)	264	GPM
Waste Volume per Backwash	43,000	GAL
Estimated Shipping Weight per Filter	23,000	LBS
Estimated Operating Weight per Filter	200,000	LBS

### EFFLUENT WATER QUALITY

Total Iron	< 0.1	PPM
Total Manganese	< 0.02	PPM

Note: Design parameters can be modified to accommodate site-specific limitations.



## Scope of Supply



Engineering	Engineering including submittals, calculations, seismic, and installation instructions
Filter Vessel	One (1) ASME Code horizontal vessel: 8' diameter x 32' sideshell Internal Lining: NSF-61 Epoxy External Coat: Epoxy prime, polyurethane topcoat
Internals	Upper: fully perforated header, SS304, @ 12" Middle: water scour enhanced media cleaning system, SS304, @ 4" Lower: full-length header with wedgewire laterals, SS304, @ 12"
Filtration Media	178 CU FT support media 691 CU FT filter media
Control Valves	Electrically Actuated Butterfly Valves with Limit Switches (7) discrete @ 12" (2) discrete @ 4"
Other Valves	(2) Air/vacuum release valves
Start-up and Commissioning	Installation Assistance Media Scrape Testing Rinse to Quality Operator Training Operation and Maintenance Manual





## Firm Pricing



### WATER TREATMENT SYSTEM

California Sales Tax at 8.75%

**\$434,000**

\$37,975

### PAYMENT TERMS

- 15% with Purchase Order
- 10% upon submitted drawings
- 25% upon release for fabrication
- 40% upon delivery to site
- 10% upon system commissioning

Payment of invoices is due in full within 30 days of the date of the invoice. All orders are accepted subject to credit approval of purchaser.

Payments must be made by ACH or check.

### DELIVERY

- 8-10 weeks for submittals after execution of purchase order
- 20-26 weeks for delivery after approval of submitted drawings

### NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- System shipped as vessels, media, valves, and accessories loose for field assembly by Contractor.
- Concrete subfill required but not included, approx. 225 CF per tank needed.
- No offloading, setting, or installation.
- No Valve Relay Panel or Remote Flex IO.
- Butterfly Valves do not have a local control station.
- No Sodium Hypochlorite for start-up.
- No Backflow Preventor.
- No Diaphragm Rate Set Valves.
- Taxes, bonding, and permitting not included.
- Pricing is based on Loprest standard terms and conditions.
- Pricing includes freight to site.
- Compliance with Build America, Buy America (BABA) Act has NOT been taken into consideration for this proposal.



## Standard Terms and Conditions

- 1. Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
- 2. Transfer of Title.** Buyer agrees to take possession of all products purchased pursuant to this Agreement within 30 days of Seller's notification that the products are ready for delivery. If Buyer does not take delivery of the products within 30 days, it will execute a Bill of Sale and Storage Agreement, transferring title to the products and calling for the Buyer to reimburse Seller for all storage costs. **Limited Warranty.** Loprest Division of WRT ("Loprest") warrants the products of its manufacture to be free from defects in material and workmanship for a period of twelve (12) months following system start-up and acceptance. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
- 3. Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF **MERCHANTABILITY** AND OF **FITNESS FOR A PARTICULAR PURPOSE** ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
- 4. Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
- 5. Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
- 6. Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
- 7. Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
- 8. Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
- 9. Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
- 10. Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
- 11. Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
- 12. Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



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