



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, November 7, 2018

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday November 7, 2018

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: 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 must come up and speak from the podium and will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the President.

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 DRAFT minutes of regular meeting for October 17, 2018.
2. Approve Register of District Invoices.
3. Approve "None" as Comment to Contra Costa County Agency Comment Request County File #DP18-3036 – Veterinary Clinic.
4. Approve "None" as Comment to Contra Costa County Agency Comment Request County File #DP18-3037 – McDonald's.

D. AREA AGENCIES REPORTS / PRESENTATION

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

E. LIAISON REPORTS

F. PRESENTATIONS

G. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action to Authorize Expenditures and Award Bids to Rehabilitate Well 4A and Well 2.
2. Discussion and Possible Action Regarding Award a Contract to Tiber Painting for the Discovery Bay Front Entrance.
3. Discussion and Possible Action to Ratify Community Center Pool Equipment Enclosure Agreement Entered into with Tuff Shed on September 6, 2018 and Approve an Additional 15% Project Contingency.
4. Discussion and Possible Action Regarding Community Center Pool Expansion and Related Additional Costs.

H. MANAGER'S REPORT

I. DIRECTORS' REPORTS

1. Standing Committee Reports.
2. Other Reportable Items.

J. GENERAL MANAGER'S REPORT

K. CORRESPONDENCE RECEIVED

1. Received – Discovery Bay P6 Citizen Advisory Committee meeting minutes for July 11, 2018.

L. FUTURE AGENDA ITEMS

M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

N. CLOSED SESSION:

1. Conference with Legal Counsel - Anticipated Litigation Pursuant to Government Code Section 54956.9(b)
Two Potential Cases.

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

P. ADJOURNMENT

1. Adjourn to the next regular meeting of December 5, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday October 17, 2018
REGULAR MEETING 7:00 P.M.**

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: 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. – By President Graves.
President Graves – Stated that we will take a moment of silence to recognize a young man from our Community, Austin Reed, who passed away.
2. Pledge of Allegiance – Led by President Graves.
3. Roll Call – All present with the exception of Director Leete.

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

There was Public Comment Regarding:

- Safety concerns at Discovery Bay Boulevard and Highway 4 and Newport Drive. Letter was sent to Assemblymember Jim Frazier; reply has been received regarding an invitation to a future Board meeting and a presentation of the issues on Highway 4.

The discussion continued regarding the attendance of Assemblymember Frazier at a future meeting and with the approval of the Board, Staff will send an invitation with future dates of Board meetings and arrange the attendance.

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 DRAFT minutes of regular meeting for October 3, 2018.
2. Approve Register of District Invoices.

Motion by: Director Pease to approve the Consent Calendar.

Second by: Vice-President Mayer.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

D. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of September 2018.
Project Manager Sadler – Provided the details of the September 2018 Monthly Operations Report.

E. PRESENTATIONS

1. Summer Jam/Lions Club Check Presentation.
Recreation Programs Supervisor Kaiser – Provided the details of the check presentation.
Lion's Club Representative Gutow provided additional details regarding the money raised. Pictures were taken.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Adoption of Resolution No. 2018-12 Increasing the Individual Expenditure Limits for the Town's Alternative Depository for Certain District Funds.

Finance Manager Breitstein – Provided the details of Resolution No. 2018-12 increasing the individual expenditure limits for the Town's Alternative Depository for certain District funds. There was discussion regarding the increased amount and the exclusion.

Motion by: Director Pease to adopt Resolution No. 2018-12 increasing the individual disbursement from the established alternative depository revolving fund account from \$100,000.00 to \$350,000.00 with the exception of Veolia Water invoices for monthly contractual services, inter-fund transfers, and Capital Improvement Project progress payments which shall be paid from the revolving fund account but not subject to the \$350,000.00 limit.

Second by: Vice-President Mayer.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

2. Discussion and Possible Action Regarding the Recreation Services Department Annual Report.

Recreation Programs Supervisor Kaiser – Provided the details and a presentation regarding the Recreation Services Department Annual Report.

Motion by: Vice-President Mayer to accept the 2017/18 Recreation Services Department Annual Report with changes to the Fee Waivers (Bridge on the Lakes) and total fees waived should be 2017/18 not 2016/17.

Second by: Director Pease.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

3. Discussion and Possible Action Regarding the Additional Striping of the Community Center Parking Lot. Recreation Programs Supervisor Kaiser – Provided the details regarding the additional striping of the Community Center Parking Lot. There was discussion regarding the additional striping of the Community Center Parking Lot and the cost of the project.

Motion by: Director Pease to accept Staff recommendation to provide Community Center Parking Lot Additional Striping and accept the additional signage and bring the total project to approximately \$2,725.00 possibly more once Staff verifies prevailing wage.

Second by: Director Steele.

Public Comment Regarding:

- Parking Lot spaces to be increased.

President Graves – Clarification that if the Community Center Parking Lot Additional Striping is substantially more due to prevailing wage the Agenda Item will be brought back to the Board.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

4. Discussion and Possible Action Regarding the Adoption of Resolution No. 2018-13 Amending the Conflict of Interest Code for 2018.

Legal Counsel Pinasco – Provided the details regarding the adoption of Resolution No. 2018 -13 amending the Conflict of Interest Code for 2018.

Motion by: Director Pease to adopt Resolution No. 2018-13 amending the Conflict of Interest Code to Reflect the Increase in the Gift Reporting Limit for 2019 and 2020.

Second by Director Steele.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

5. Discussion and Possible Action Regarding the Award of Bid for the Newport PLC & SCADA System Upgrade Project.

Water and Wastewater Manager Koehne – Provided the details of the Newport PLC & SCADA System Upgrade Project. There was discussion regarding contractor ICAD Lighthouse Electric and the timeframe for the project.

Motion by: Vice-President Mayer to authorize the General Manager to sign a contract with ICAD Lighthouse Electric for this project.

Second by: Director Pease.

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – Director Leete.

G. DIRECTORS' REPORTS

1. Standing Committee Reports.

Director Pease – Provided an update regarding the Parks and Recreation meeting related to the Dog Park, resident input, and a workshop with the residents and Staff. President Graves – Stated that he is interested in the workshop and would like to be notified once scheduled.

Director Pease – Provided an update regarding the Parks and Recreation meeting related to the Front Entrance improvements, and improvements to the pool – possibly expand the pool from 3 lanes to a 6 lane pool (competition size pool).

2. Other Reportable Items – None.

H. MANAGER'S REPORT

Water and Wastewater Manager Koehne – Provided an update regarding the Aquifer (depth of the water). There was discussion regarding the shut-down of the Wells.

I. GENERAL MANAGER'S REPORT

None.

J. CORRESPONDENCE RECEIVED

1. Received East Contra Costa Fire Protection District meeting minutes for September 10, 2018.
2. Received Contra Costa County Aviation Advisory Committee meeting minutes for August 9, 2018.
3. Received Contra Costa County Aviation Advisory Committee meeting minutes for September 13, 2018.
4. Received State Route 4 Bypass meeting minutes for September 13, 2018.

K. FUTURE AGENDA ITEMS

The regular meeting adjourned at 7:48 p.m. to the Closed Session.

L. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Pinasco – The Board is now adjourning into closed session regarding item M-1.

M. CLOSED SESSION:

1. Conference with Legal Counsel - Anticipated Litigation Pursuant to Government Code Section 54956.9(b)
One Potential Case.

N. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Pinasco – Reporting from Closed Session on item M-1 and there is no reportable action.

O. ADJOURNMENT

1. The meeting adjourned at 8:00 p.m. to the regular meeting on November 7, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 10-23-18

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Accountant
Submitted By: Michael R. Davies, General Manager

MRD

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 \$ 436,186.60

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 2018/2019

AGENDA ITEM: C-2

For The Meeting On November 7, 2018
Town of Discovery Bay CSD
For Fiscal Year's 7/18 - 6/19

Veolia Water North America	\$198,953.19
Pacific Gas & Electric	\$102,368.56
Town of Discovery Bay, CSD	\$39,330.45
J.W. Backhoe & Construction, Inc.	\$27,477.83
Luhdorff & Scalmanini	\$16,664.78
Neumiller & Beardslee	\$7,855.75
California Special Districts Assoc.	\$7,252.00
Badger Meter	\$5,487.74
Stantec Consulting Services Inc	\$5,047.50
County of Contra Costa Public Works Dept	\$3,016.52
SWRCB	\$3,000.00
Freedom Mailing Service, Inc	\$2,708.69
Tee Janitorial & Maintenance	\$2,054.00
R & B Company	\$1,970.34
Univar	\$1,837.84
SDRMA	\$1,431.63
Upper Case Printing, Ink.	\$1,184.25
Paul E. Vaz Trucking, Inc.	\$1,104.14
TASC	\$1,091.64
Aflac	\$705.02
Matrix Trust	\$685.24
Office Depot	\$646.53
Mt. Diablo Resource Recovery	\$556.28
Bill Pease	\$460.00
Watersavers Irrigation Inc.	\$437.79
Comcast	\$396.40
Big Dog Computer	\$387.50
Kevin Graves	\$345.00
Smearred Paint	\$303.75
ReliaStar Life Insurance Company	\$275.00
Chris Steele	\$230.00
William Mayer	\$230.00
UniFrist Corporation	\$125.97
Water Utility Customer	\$124.41
Discovery Pest Control	\$99.00
Denalect Alarm Company	\$90.00
Cintas	\$83.75
Shred-It USA-Concord	\$60.72
County Of Contra Costa, Dept of Info Tec	\$54.00
Monica Gallo	\$36.62
Big B Lumber	\$16.77
	\$436,186.60



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Michael R. Davies, General Manager

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approve "None" as Comment to CCC Agency Comment Request County File #DP18-3036 – Veterinary Clinic.

Recommended Action

Authorize General Manager to comment "None" on CCC Agency Comment Request - County File #DP18-3036.

Staff received the attached "Agency Comment Request" ("ACR") from Contra Costa County Department of Conservation and Development. The project, County File #DP18-3036, concerns the request to allow the operation of a 2,400 square foot veterinary clinic within two existing suites located at the NW corner of the Sandy Cover Shopping Center. The project would only require interior modifications at this time.

Staff has reviewed the project type, location and plans. Staff has no objections or concerns.

Staff recommends the Board authorize the General Manager to make the entry of "None" as Town comment on the ACR.

Previous Relevant Board Actions for This Item

Attachments:

Agency Comment Request DP18-3036.

AGENDA ITEM: C-3

*Jan
10/17/18
(9)*



Received
 OCT 22 2018

AGENCY COMMENT REQUEST

Date Oct. 17, 2018

We request your comments regarding the attached application currently under review.

<p style="text-align: center;">DISTRIBUTION</p> <p><u>Internal</u></p> <p><input checked="" type="checkbox"/> Building Inspection ___ Grading Inspection ___ Advance Planning ___ Housing Programs ___ Trans. Planning ___ Telecom Planner ___ ALUC Staff ___ HCP/NCCP Staff <input checked="" type="checkbox"/> APC Floodplain Tech ___ County Geologist</p> <p><u>Health Services Department</u></p> <p><input checked="" type="checkbox"/> Environmental Health ___ Hazardous Materials</p> <p><u>Public Works Department</u></p> <p>___ Engineering Services (Full-size) ___ Traffic ___ Flood Control (Full-size) ___ Special Districts</p> <p><u>Local</u></p> <p><input checked="" type="checkbox"/> Fire District <u>East Contra Costa</u> ___ Consolidated - (email) fire@cccfd.org</p> <p><input checked="" type="checkbox"/> Sanitary District <u>Town of Discovery Bay</u></p> <p><input checked="" type="checkbox"/> Water District <u>Town of Discovery Bay</u></p> <p><input checked="" type="checkbox"/> City of <u>Discovery Bay</u></p> <p>___ School District(s) _____ ___ LAFCO _____ ___ Reclamation District # _____ ___ East Bay Regional Park District _____ ___ Diablo/Discovery Bay/Crockett CSD _____ ___ MAC/TAC _____ ___ Improvement/Community Association _____</p> <p><input checked="" type="checkbox"/> CC Mosquito & Vector Control Dist (email)</p> <p><u>Others/Non-local</u></p> <p>___ CHRIS - Sonoma State _____ ___ CA Fish and Wildlife, Region 3 - Bay Delta _____ ___ Native American Tribes _____</p> <p><u>Additional Recipients</u></p> <p><u>Discovery Bay CSD</u></p> <p>_____ _____</p>	<p>Please submit your comments to:</p> <p>Project Planner <u>Michael Hart</u> Phone # <u>925 674-7867</u> E-mail <u>Michael.Hart@dcd.cccounty.us</u> County File # <u>DP18-3036</u></p> <p>Prior to <u>November 9, 2018</u></p> <p style="text-align: center;">*****</p> <p>We have found the following special programs apply to this application:</p> <p><u>No</u> Active Fault Zone (Alquist-Priolo) <u>A</u> Flood Hazard Area, Panel # _____ <u>Yes</u> 60-dBA Noise Control <u>No</u> CA EPA Hazardous Waste Site</p> <p style="text-align: center;">*****</p> <p>AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.</p> <p>Comments: ___ None ___ Below ___ Attached</p> <p>_____ _____ _____ _____ _____ _____ _____ _____ _____ _____</p> <p>Print Name _____ Signature _____ DATE _____ Agency phone # _____</p>
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CONTRA COSTA COUNTY
Department of Conservation & Development
Community Development Division

CONTRA COSTA
 2018 OCT 17 AM 9:34
 APPLICATION & PERMIT CENTER

DEVELOPMENT PLAN APPLICATION
TO BE COMPLETED BY OWNER OR APPLICANT

PROPERTY OWNER(S) Name Pacific/Bowie-Tracy II Address P.O. Box 3060 City, State/Zip Newport Beach, CA 92658 Phone 949-760-8591 email sbowie@pdgcenters.com	APPLICANT Name WILL DIMICHELE - DANUCCI ASSOCIATES ARCHITECTS Address 7011 KOLL CENTER PARKWAY - SUITE 100 City, State/Zip PLEASANTON, CA 94566 Phone 925.426.4701 x11 email w.dimichele@daarchitects.com
By signing below, owner agrees to pay all costs, including any accrued interest, if the applicant does not pay costs. <input type="checkbox"/> Check here if billings are to be sent to applicant rather than owner. Owner's Signature <i>[Signature]</i>	By signing below, applicant agrees to pay all costs for processing this application plus any accrued interest if the costs are not paid within 30 days of invoicing. Applicant's Signature <i>[Signature]</i>
CONTACT PERSON (optional) PARTNER Name WILL DIMICHELE Address 7011 KOLL CENTER PARKWAY - SUITE 100 City, State/Zip PLEASANTON, CA 94566 Phone 925.426.4701 x11 email w.dimichele@daarchitects.com	PROJECT DATA Total Parcel Size: 0.48 acres / 20,909 SF. Proposed Number of Units: 1 Proposed Square Footage: 2,400 SF. Estimated Project Value: \$300,000
Project description (attach supplemental statement if necessary): The operation of a 2,400 s.f. Veterinary Clinic located at 14810 Highway 4, Suite A, Discovery Bay, CA 94503	

↓ FOR OFFICE USE ONLY ↓

Project description: Applicant requests approval of a Development Plan to modify County File #DP01-3032 to allow the operation of a 2,400 square-foot Veterinary clinic within two existing suites (no exterior modifications proposed at this time).

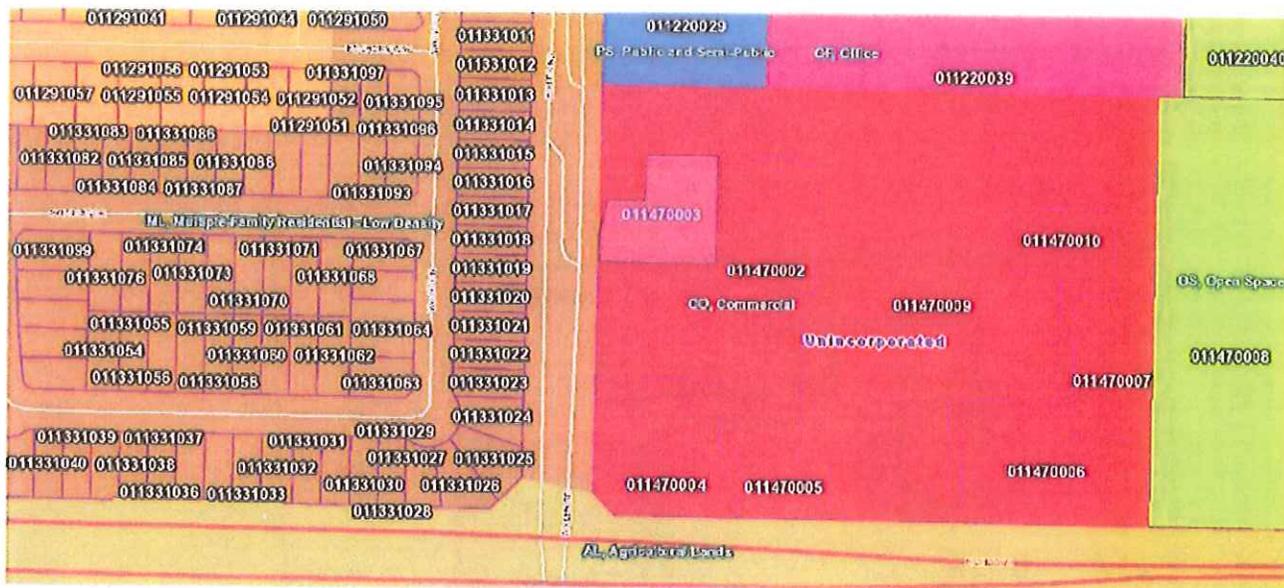
Property description: A 0.48 acre parcel fronting on Bixler Road.

Ordinance Ref.:	TYPE OF FEE	FEE	CODE	Assessor's #:
Area: Discovery Bay East Contra Costa Fire District	*Base Fee/Deposit	\$3,000	S-	011-470-003
Fire District: Costa Fire	Late Filing Penalty (+50% of above if applicable)		S-066	Site Address: 14810 Highway 4, Suite A
Sphere of Influence: _____	#Units _____ x \$195.00		S-014	Zoning District: P-1
Flood Zone: A	_____ Sq. Ft. x \$0.20			Census Tract: 304005 1025
Panel Number: _____	Notification Fee	15.00 / 30.00	S-052	Atlas Page: ZM: P-28
x-ref Files: LP00-2095 DP01-3032	Fish & Game Posting (if not CEQA exempt)	75.00	S-048	General Plan: CO
	Environmental Health Dept.	57.00	5884	Substandard Lot: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
	Other:			Supervisorial District: 3
Concurrent Files:	TOTAL	\$3,087		Received by: <i>[Signature]</i>
	Receipt	#180013774		Date Filed: 10-17-2018
	*Additional fees based on time and materials will be charged if staff costs exceed base fee.			File #DP18-3036

*Discovery Bay CSD Referral Area

INSTRUCTIONS ON REVERSE

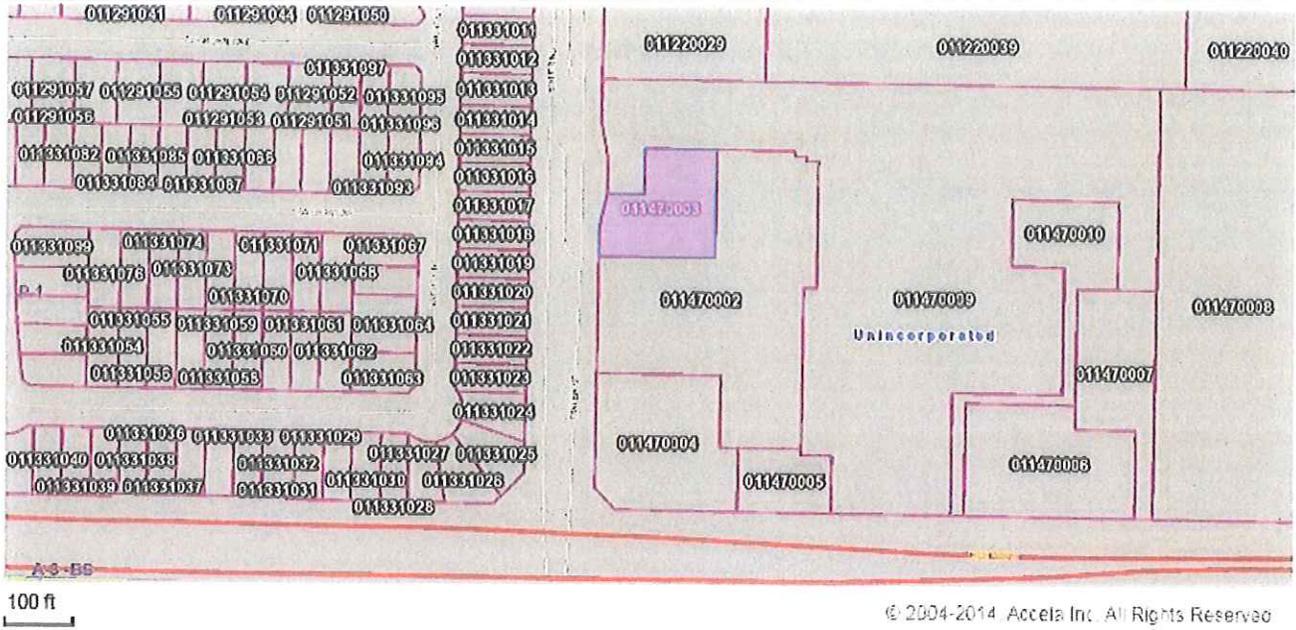
General Plan: CO, Commercial



100 ft

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Zoning: P-1



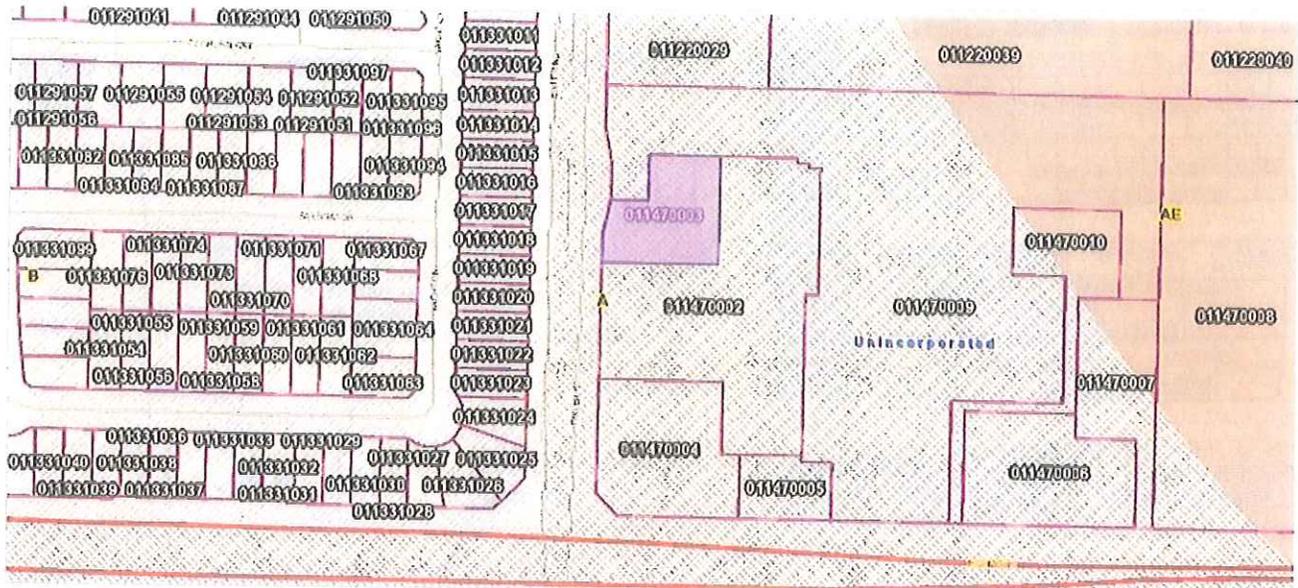
Aerial View, 2008



100 ft

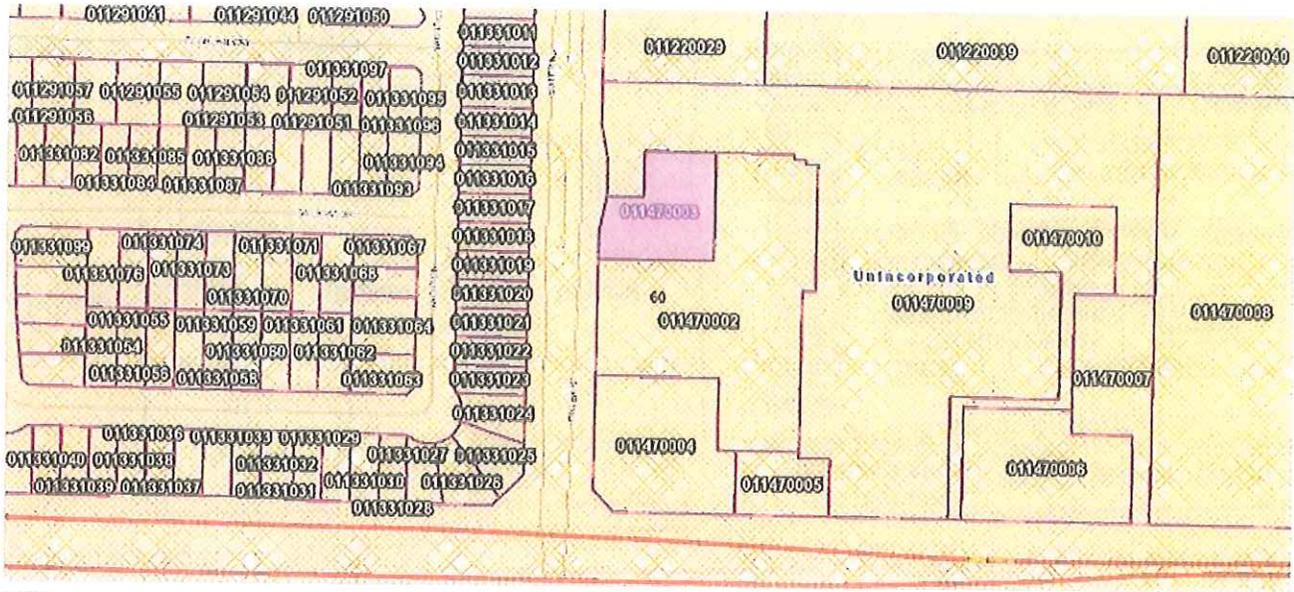
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Flood Zone: A



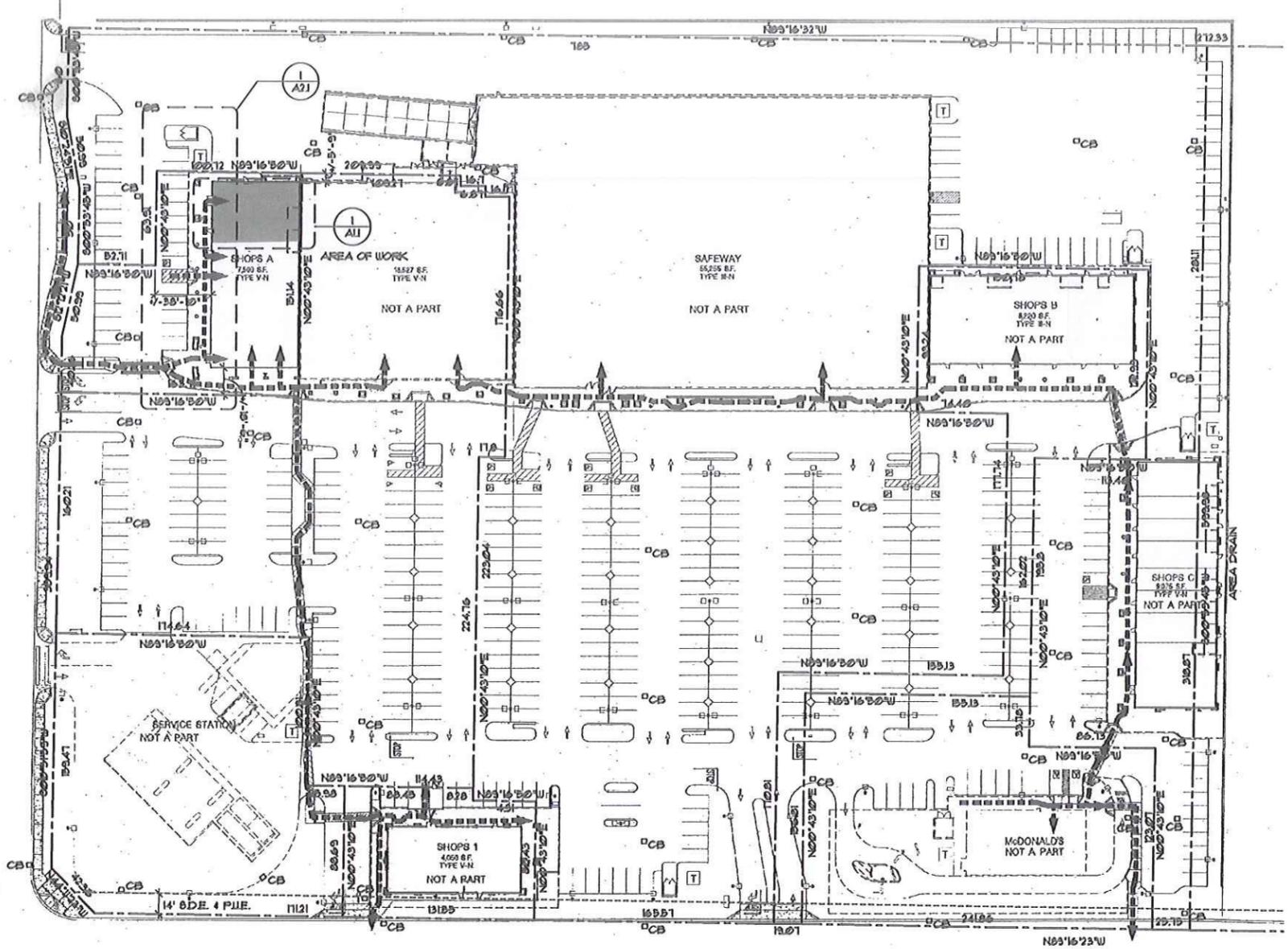
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60-dBA Noise Control



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BIXLER ROAD



LEGEND

- EXISTING BUILDING FOOTPRINT
- AREA OF WORK - NEW VET CLINIC
- PROPERTY LINE - SUBJECT PARCEL
- ACCESSIBLE PATH OF TRAVEL/EXIT
- EXISTING CATCH BASIN TO REMAIN

HIGHWAY 4

1. (E) OVERALL SITE PLAN
SCALE: 1"=100'-0"



DEVELOPMENT PLAN APPLICATION FOR:
DISCOVERY BAY VET CLINIC
 SANDY COVE SHOPPING CENTER, 14810 HIGHWAY 4
 DISCOVERY BAY, CA



COVER SHEET AND SITE PLAN
 SCALE: 1"=100'-0"
 PROJ. NO. 18.62
 DATE: 10.12.18

Agenda Item C-3 **AO.1**

DP18-3036
 CONTRA COSTA
 2018 OCT 17 AM 10:24

APPLICATION & PERMIT CENTER



VICINITY MAP



SCOPE OF WORK

THE PROJECT CONSISTS OF INTERIOR TENANT IMPROVEMENTS FOR A VETERINARY PET CARE CLINIC. THERE WILL BE NO EXTERIOR WORK OR CHANGES TO THE SITE INVOLVED.

SHEET INDEX

- A0.1 COVER SHEET AND SITE PLAN
- A1.1 PRELIMINARY TENANT FLOOR PLAN
- A2.1 PARTIAL SITE PLAN AND EXTERIOR ELEVATION (FOR REFERENCE ONLY)

BUILDING INFORMATION

PARCEL NUMBER	011-470-003	AREA OF WORK	+/-2,400 S.F.
ZONING	P-1	BUILDING AREA	7,500 S.F.
GROSS SITE AREA	0.48 ACRES / 20,909 S.F.	LOT COVERAGE	7,500 S.F. / 20,909 S.F. = 35.87%
CONSTRUCTION TYPE	TYPE V-N		
PARKING	EXISTING-NO MODIFICATIONS		

PROJECT CONTACT

ARCHITECT
 BANDUCCI ASSOCIATES ARCHITECTS, INC.
 7011 KOLL CENTER PARKWAY SUITE 100
 PLEASANTON, CALIFORNIA 94566
 T 925.426.4701 F 925.426.4721
 CONTACT: WILL DIMICHELE X 111
 EMAIL: w.dimichele@baarchitects.com

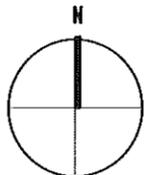
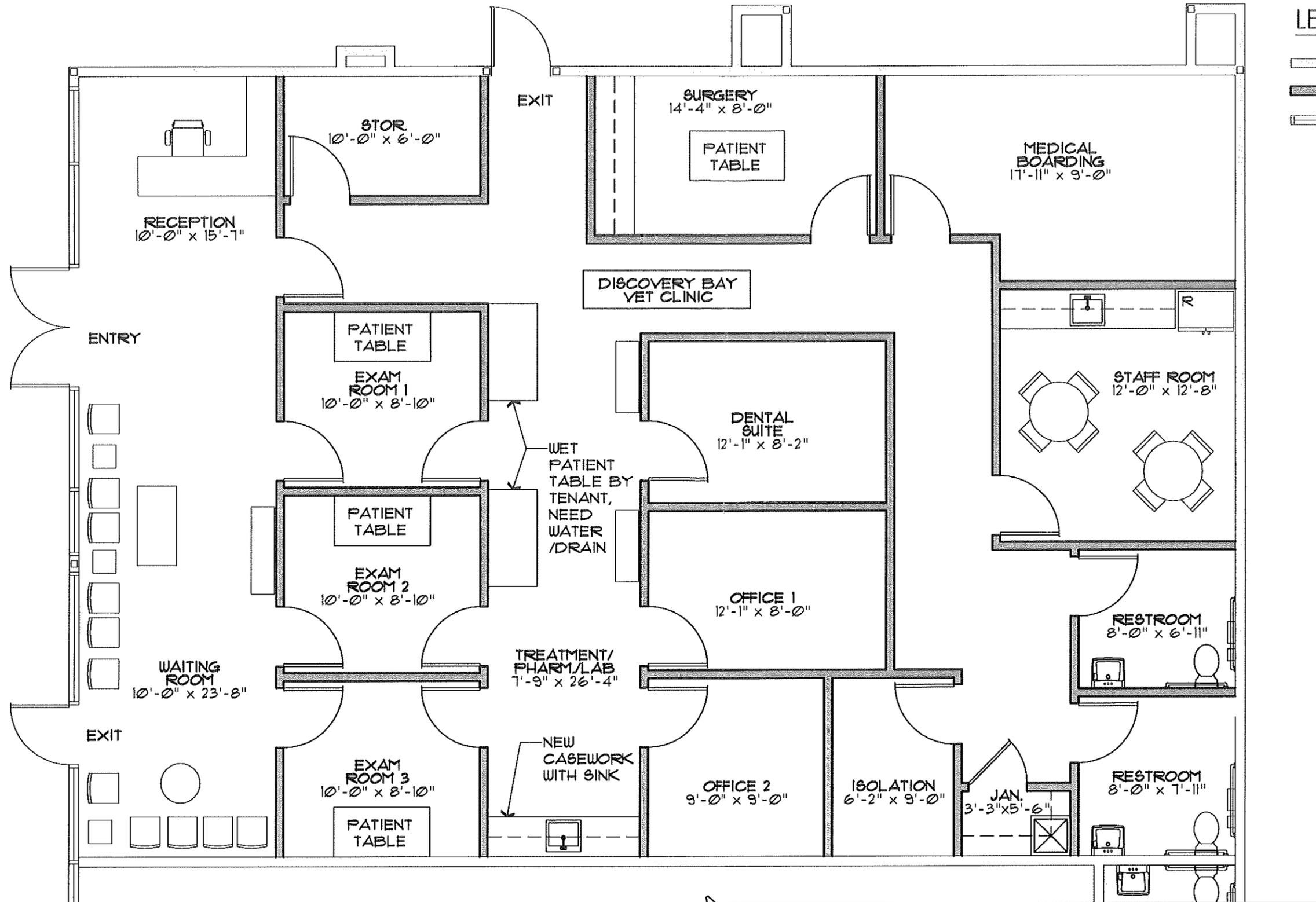
OWNER
 PACIFIC DEVELOPMENT GROUP
 1 CORPORATE PLAZA
 NEWPORT BEACH, CALIFORNIA 92660
 P.O. BOX 3060
 T 949.760.8591
 CONTACT: STEPHEN BOWIE
 EMAIL: SBowie@pdgcenters.com

COUNTY
 CONTRA COSTA COUNTY PLANNING DEPARTMENT
 30 MUIR ROAD
 MARTINEZ, CA 94553
 T 925.674.7735
 CONTACT: CHRISTIAN RODRIGUEZ
 EMAIL: Christian.rodriguez@dcd.cccounty.us

LEASING AGENT
 CBRE PROJECT MANAGEMENT
 415 MISSION STREET, 46TH FLOOR
 SAN FRANCISCO, CALIFORNIA 94111
 C 415.936.9692
 CONTACT: NOLEN BOYER
 EMAIL: Nolen.Boyer@cbre.com

LEGEND

-  (E) WALL CONSTRUCTION
-  (N) WALL CONSTRUCTION
-  (E) GLASS STOREFRONT



banducci associates architects, inc.

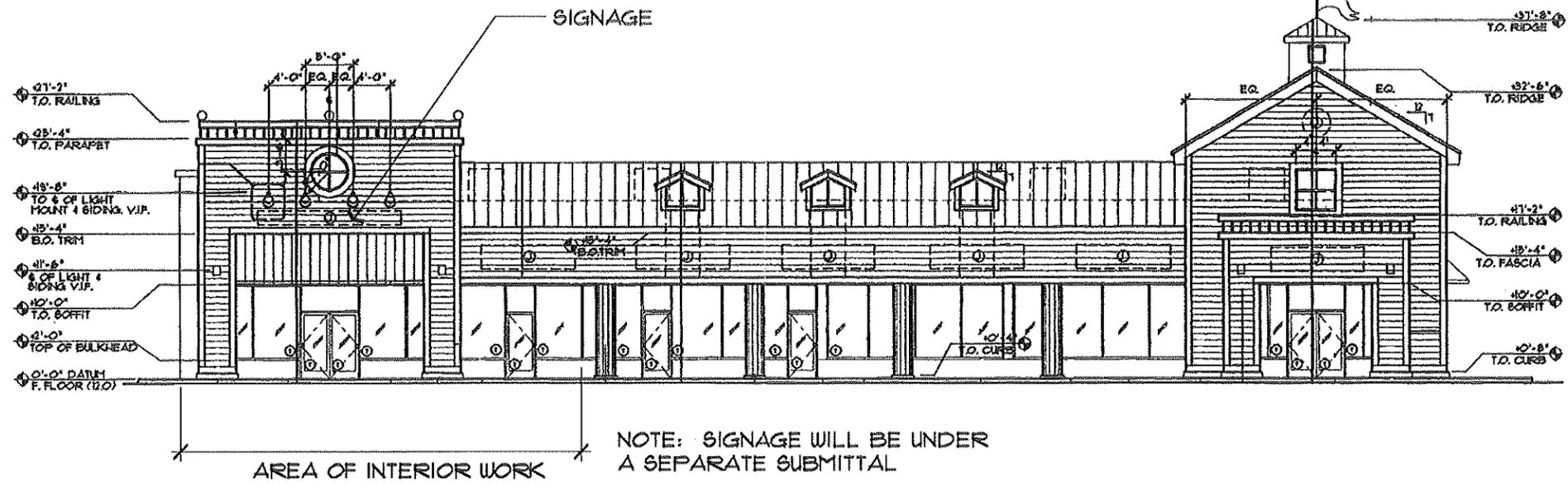
DEVELOPMENT PLAN APPLICATION FOR:
DISCOVERY BAY VET CLINIC
 SANDY COVE SHOPPING CENTER, 14810 HIGHWAY 4
 DISCOVERY BAY, CA



**PRELIMINARY
 TENANT FLOOR PLAN**

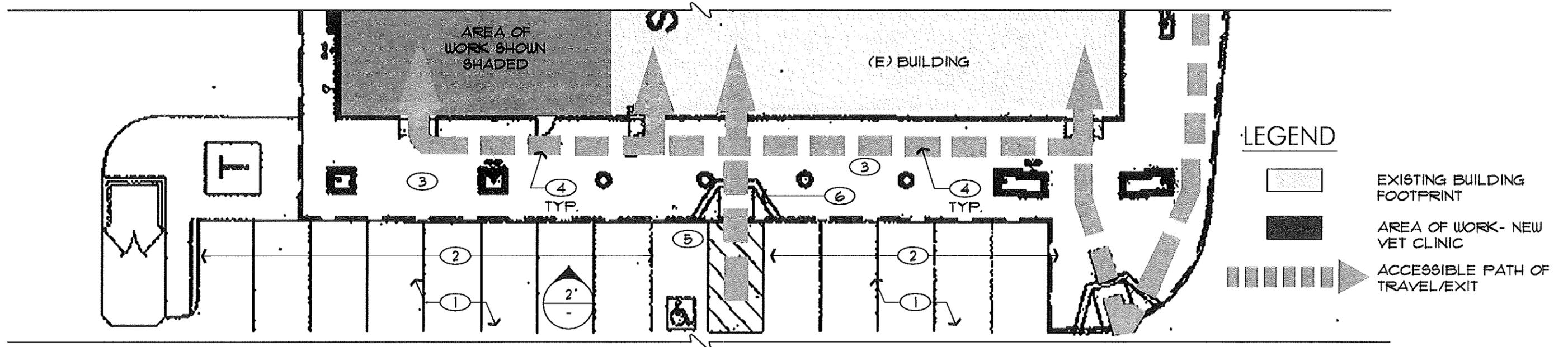
SCALE: 3/16" = 1'-0"
 PROJ. NO. 18.62
 DATE: 10.12.18

Agenda Item C-3 **A1.1**



2. EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"



PARTIAL SITE PLAN KEYNOTES

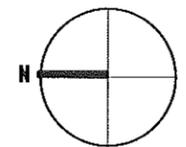
INDICATED BY # ON THE DRAWINGS.

1. (E) PARKING AREA.
2. (E) PARKING STALLS, TYP.
3. (E) CONCRETE WALK.
4. (E) ACCESSIBLE PATH OF TRAVEL.
5. (E) VAN ACCESSIBLE PARKING STALL AND AISLE.
6. (E) CURB RAMP.

NO WORK WILL BE DONE ON THE EXTERIOR OR SITE OF THE BUILDING. IMPROVEMENTS ARE INTERIOR T.I. ONLY.

1. PARTIAL SITE PLAN

SCALE: 1/16"=1'-0"



banducci associates architects, inc.

DEVELOPMENT PLAN APPLICATION FOR:
DISCOVERY BAY VET CLINIC
 SANDY COVE SHOPPING CENTER, 14810 HIGHWAY 4
 DISCOVERY BAY, CA



FOR REFERENCE ONLY
 PARTIAL SITE PLAN AND
 EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"
 PROJ. NO. 18.62
 DATE: 10.12.18

Agenda Item C-5 **A2.1**



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Michael R. Davies, General Manager

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approve "None" as Comment to Contra Costa County Agency Comment Request County File #DP18-3037 – McDonald's.

Recommended Action

Authorize General Manager to comment "None" on Contra Costa County Agency Comment Request - County File #DP18-3037.

Staff received the attached "Agency Comment Request" ("ACR") from Contra Costa County Department of Conservation and Development. The project, County File #DP18-3037, concerns the applicant's request to remove the current play structure at McDonald's and replace it with fenced-in outdoor patio seating. McDonald's is located at the S/E corner of the Sandy Cove shopping center.

Staff has reviewed the plans and has no objections or concerns.

Staff recommends the Board authorize the General Manager to make the entry of "None" as Town comment on the ACR.

Previous Relevant Board Actions for This Item

Attachments:

Agency Comment Request DP18-3037.

TownOfDiscoveryBay CSD
 Received

OCT 24 2018

*Sm
10/24/18
②*



AGENCY COMMENT REQUEST

Date Oct 19, 2018

We request your comments regarding the attached application currently under review.

DISTRIBUTION		Please submit your comments to:	
<u>Internal</u>		Project Planner <u>Dominique Vogelpho</u>	
<input checked="" type="checkbox"/> Building Inspection	<input type="checkbox"/> Grading Inspection	Phone # <u>(925) 674-7888</u>	
<input type="checkbox"/> Advance Planning	<input type="checkbox"/> Housing Programs	E-mail <u>dominique.vogelpho@dcd.cccounty.us</u>	
<input type="checkbox"/> Trans. Planning	<input type="checkbox"/> Telecom Planner	County File # <u>DP18-3037</u>	
<input type="checkbox"/> ALUC Staff	<input type="checkbox"/> HCP/NCCP Staff	Prior to <u>November 10, 2018</u>	
<input checked="" type="checkbox"/> APC Floodplain Tech	<input type="checkbox"/> County Geologist	*****	
<u>Health Services Department</u>		We have found the following special programs apply to this application:	
<input checked="" type="checkbox"/> Environmental Health	<input type="checkbox"/> Hazardous Materials	<u>No</u> Active Fault Zone (Alquist-Priolo)	
<u>Public Works Department</u>		<u>A</u> Flood Hazard Area, Panel # _____	
<input type="checkbox"/> Engineering Services (Full-size)	<input type="checkbox"/> Traffic	<u>Yes</u> 60-dBA Noise Control	
<input type="checkbox"/> Flood Control (Full-size)	<input type="checkbox"/> Special Districts	<u>No</u> CA EPA Hazardous Waste Site	
<u>Local</u>		*****	
<input checked="" type="checkbox"/> Fire District <u>E. Contra Costa</u>	<input type="checkbox"/> Consolidated - (email) fire@cccfd.org	AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.	
<input type="checkbox"/> Sanitary District _____	<input type="checkbox"/> Water District _____	Comments: <input type="checkbox"/> None <input type="checkbox"/> Below <input type="checkbox"/> Attached	
<input type="checkbox"/> City of _____	<input type="checkbox"/> School District(s) _____	_____	
<input type="checkbox"/> LAFCO _____	<input type="checkbox"/> Reclamation District # _____	_____	
<input type="checkbox"/> East Bay Regional Park District	<input checked="" type="checkbox"/> <u>Diablo/Discovery Bay/Crockett CSD</u>	_____	
<input type="checkbox"/> MAC/TAC _____	<input type="checkbox"/> Improvement/Community Association	_____	
<input checked="" type="checkbox"/> CC Mosquito & Vector Control Dist (email)	<input type="checkbox"/> Others/Non-local	_____	
<input type="checkbox"/> CHRIS - Sonoma State	<input type="checkbox"/> CA Fish and Wildlife, Region 3 - Bay Delta	_____	
<input type="checkbox"/> Native American Tribes	<input type="checkbox"/> Additional Recipients	_____	
<input type="checkbox"/> District <u>III</u>	<input type="checkbox"/> _____	Print Name _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	Signature _____ DATE _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	Agency phone # _____	



CONTRA COSTA COUNTY
Department of Conservation & Development
Community Development Division

DEVELOPMENT PLAN APPLICATION				
TO BE COMPLETED BY OWNER OR APPLICANT				
OWNER		APPLICANT		
Name Pacific /Bowie-Tracy II		Name Quin Wu		
Address PO Box Ca 92658		Address 300 California St., Suite 600		
City, State/Zip Newport Beach 92658		City, State/Zip San Francisco, CA 94104		
Phone 949-8591 email		Phone 415-908-6108 email quin.wu@aecom.com		
By signing below, owner agrees to pay all costs, including any accrued interest, if the applicant does not pay costs. <input checked="" type="checkbox"/> Check here if billings are to be sent to applicant rather than owner. Owner's Signature <i>[Signature]</i>		By signing below, applicant agrees to pay all costs for processing this application plus any accrued interest if the costs are not paid within 30 days of invoicing. Applicant's Signature <i>[Signature]</i>		
CONTACT PERSON (optional)		PROJECT DATA		
Name		Total Parcel Size: 011-470-006-5		
Address		Proposed Number of Units:		
City, State/Zip		Proposed Square Footage: 900 sf		
Phone email		Estimated Project Value: \$50,000		
Project description (attach supplemental statement if necessary): Demolish play structure and exterior walls surrounding play structure. Install new metal guardrail and gate.				
↓ FOR OFFICE USE ONLY ↓↓ FOR OFFICE USE ONLY ↓↓ FOR OFFICE USE ONLY ↓				
Project description: <i>The applicant requests approval of a development plan to modify CPOZ-2039 to allow the removal of the existing McDonalds play structure and fencing surround for a new outdoor patio seating area and new decking surround.</i>				
Property description:				
Ordinance Ref.:	TYPE OF FEE	FEE	CODE	Assessor's #: 011-470-006
Area: <i>Discovery Bay</i>	*Base Fee/Deposit	\$1000	S-039B	Site Address: <i>14896 Highway 4</i>
Fire District: <i>E.C.C.</i>	Late Filing Penalty (+80% of above if applicable)		S-066	Zoning District: <i>P-1</i>
Sphere of Influence: <i>Ø</i>	½% est. value over \$100,000		S-029	Census Tract:
Flood Zone: <i>A</i>	#Units _____ x \$195.00		S-014	Atlas Page:
	Sq. Ft. x \$0.20			
Panel Number:	Notification Fee	15.00 / <i>30.00</i>	S-052	General Plan: <i>CO</i>
x-ref Files: <i>CP17-2027</i>	Fish & Game Posting (if not CEQA exempt)	<i>75.00</i>	S-048	LP/DP Combination: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>CPOZ-2039</i>	Environmental Health Dept.	<i>57.00</i>	5884	Supervisory District: <i>3</i>
	Other:			Received by: <i>Dominique V.</i>
Concurrent Files:	TOTAL	\$ <i>1,162.00</i>		Date Filed: <i>10/18/18</i>
	Receipt	# <i>180013887</i>		File # <i>DP18-3037</i>
*Additional fees based on time and materials will be charged if staff costs exceed base fee.				

INSTRUCTIONS ON REVERSE

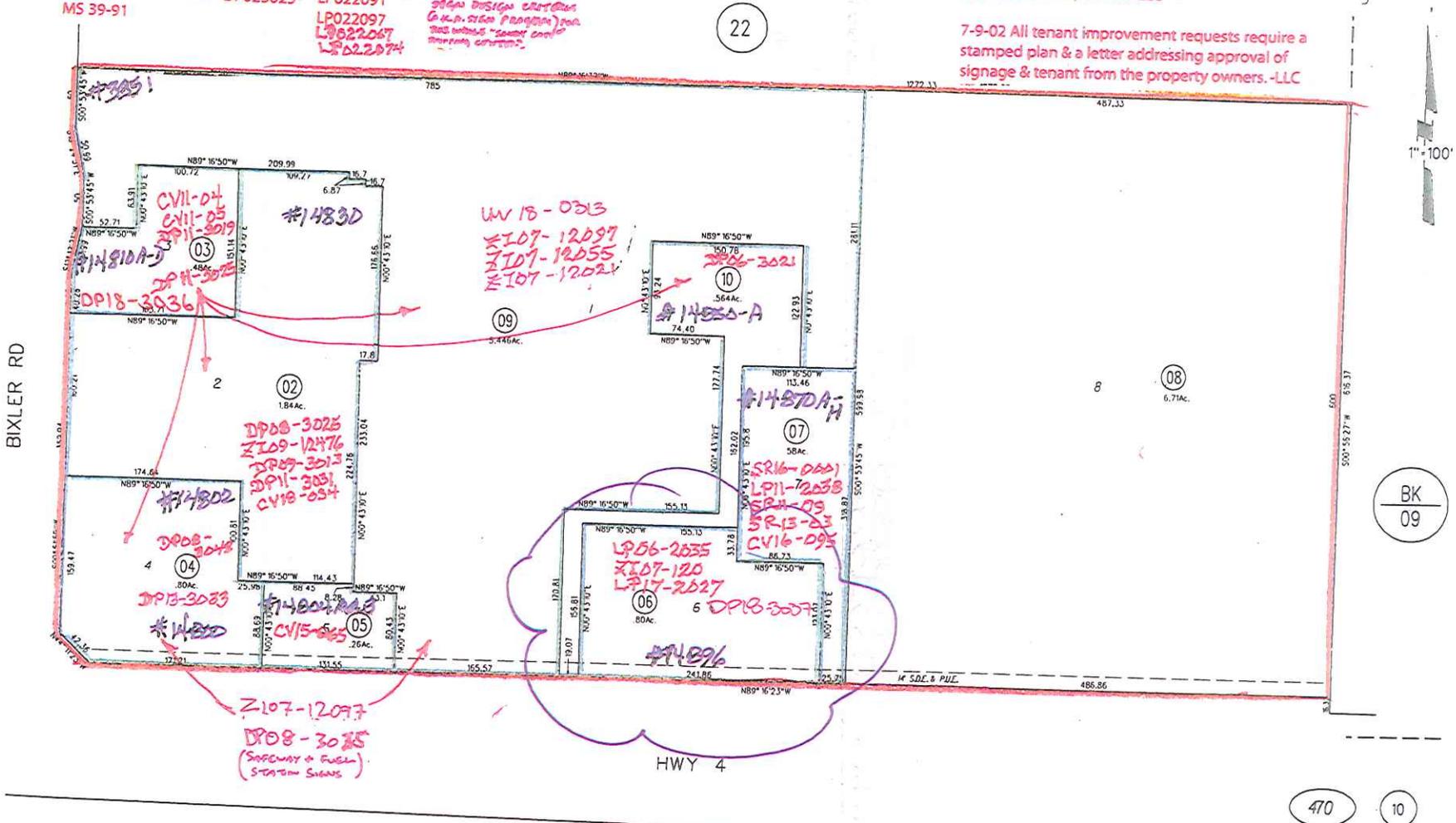
2069-82 LL 02-59 ZI019021 SD007831
 ZI-78568 LL 02-70 FPP 55-02 LP002095
 5-90-EC LL 02-71 LP022039
 2968-RZ LL 02-72 DP013032 LP022077
 3031-91 1202-73 DP023025 LP022091
 MS 39-91 LP022097
 LP022067
 LP022074

2003 ROLL-TRACT 8456 M.B. 446-43 (SANDY COVE)

All restaurants in Sandy Cove, with or without
 takeout foods, require a land use permit per CODES of LI02.

All takeout restaurants require the submittal &
 approval of use permits. -LLC (New in addition to existing)

7-9-02 All tenant improvement requests require a
 stamped plan & a letter addressing approval of
 signage & tenant from the property owners. -LLC



THIS MAP WAS PREPARED FOR ASSESSMENT
 PURPOSES ONLY. NO LIABILITY IS ASSUMED
 FOR THE ACCURACY OF THE INFORMATION
 HEREON. ASSESSOR'S PARCELS
 SHOULD COMPLY WITH LOCAL LOT SPLIT
 BUILDING SITE ORDINANCES.

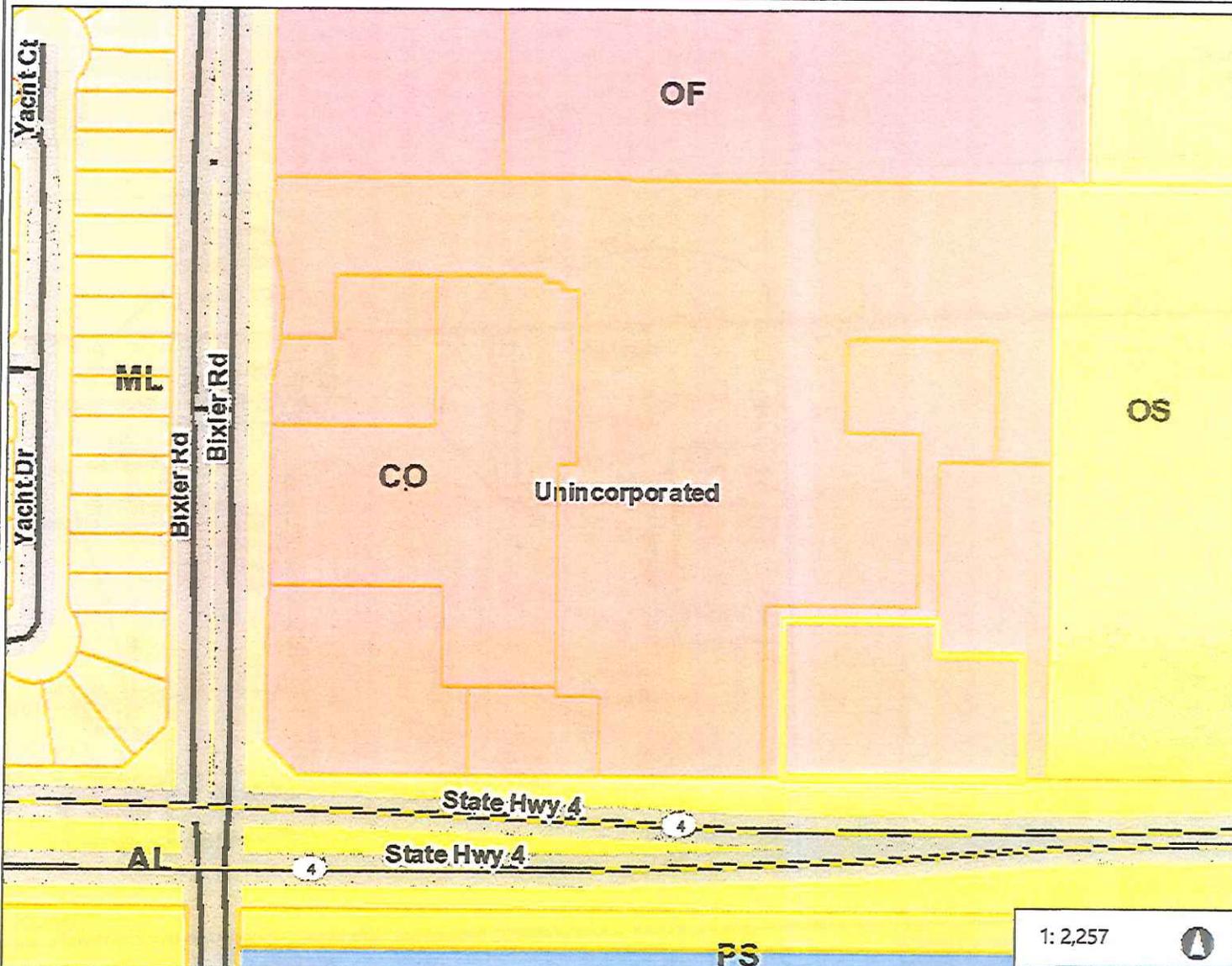
470 10
 8/10/03

ZM: P-28

FM PG 22 10-29-02
 ASSESSOR'S MAP

BOOK 11 PAGE 47
 CONTRA COSTA COUNTY, CALIF.

Map Title



Legend

- Assessor Parcels
- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- Streets
- General Plan
 - SV (Single Family Residential - Ver
 - SL (Single Family Residential - Low
 - SM (Single Family Residential - Me
 - SH (Single Family Residential - Hig
 - ML (Multiple Family Residential - Lc
 - MM (Multiple Family Residential - Iv
 - MH (Multiple Family Residential - H
 - MV (Multiple Family Residential - V
 - MS (Multiple Family Residential - V
 - CC (Congregate Care/Senior Housi
 - MO (Mobile Home)
 - M-1 (Parker Avenue Mixed Use)
 - M-2 (Downtown/Waterfront Rodeo I
 - M-3 (Pleasant Hill BART Mixed Use
 - M-4 (Willow Pass Road Mixed Use,
 - M-5 (Willow Pass Road Commerci
 - M-6 (Bay Point Residential Mixed L
 - M-7 (Pittsburg/Bay Point BART Sta
 - M-8 (Dougherty Valley Village Cent

Notes

Contra Costa County -DOIT GIS

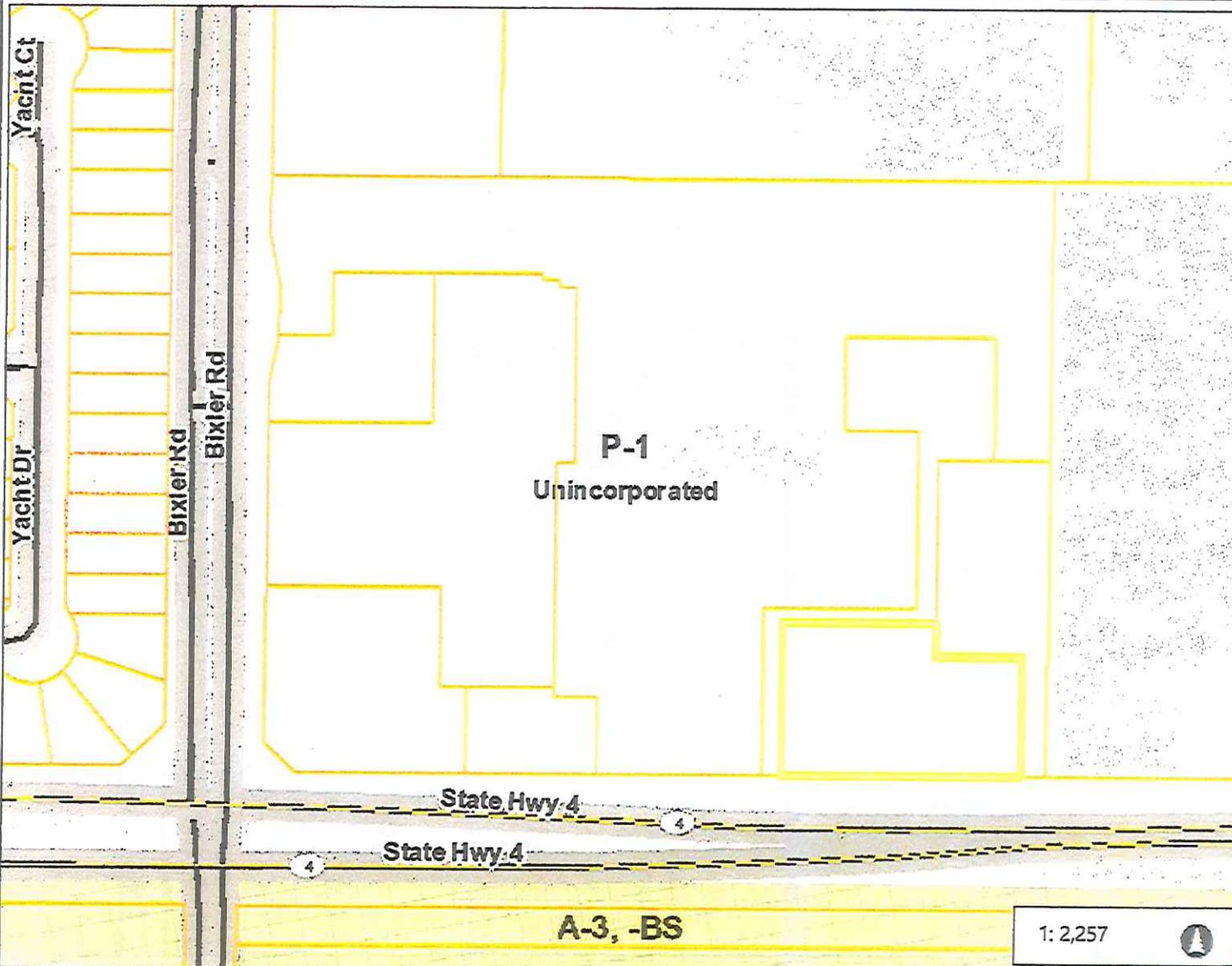
0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Map Title



Legend

- Assessor Parcels
- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- Streets
- Zoning
 - R-6
 - R-6 -FH
 - R-6 -SD-1
 - R-6 -TOV -K
 - R-6 -X
 - R-7
 - R-7 -X
 - R-10
 - R-12
 - R-15
 - R-20
 - R-40
 - R-40 -FH
 - R-65
 - R-100
 - D-1
 - D-1 -T
 - M-12
 - M-12 -FH

Notes

Contra Costa County -DOIT GIS

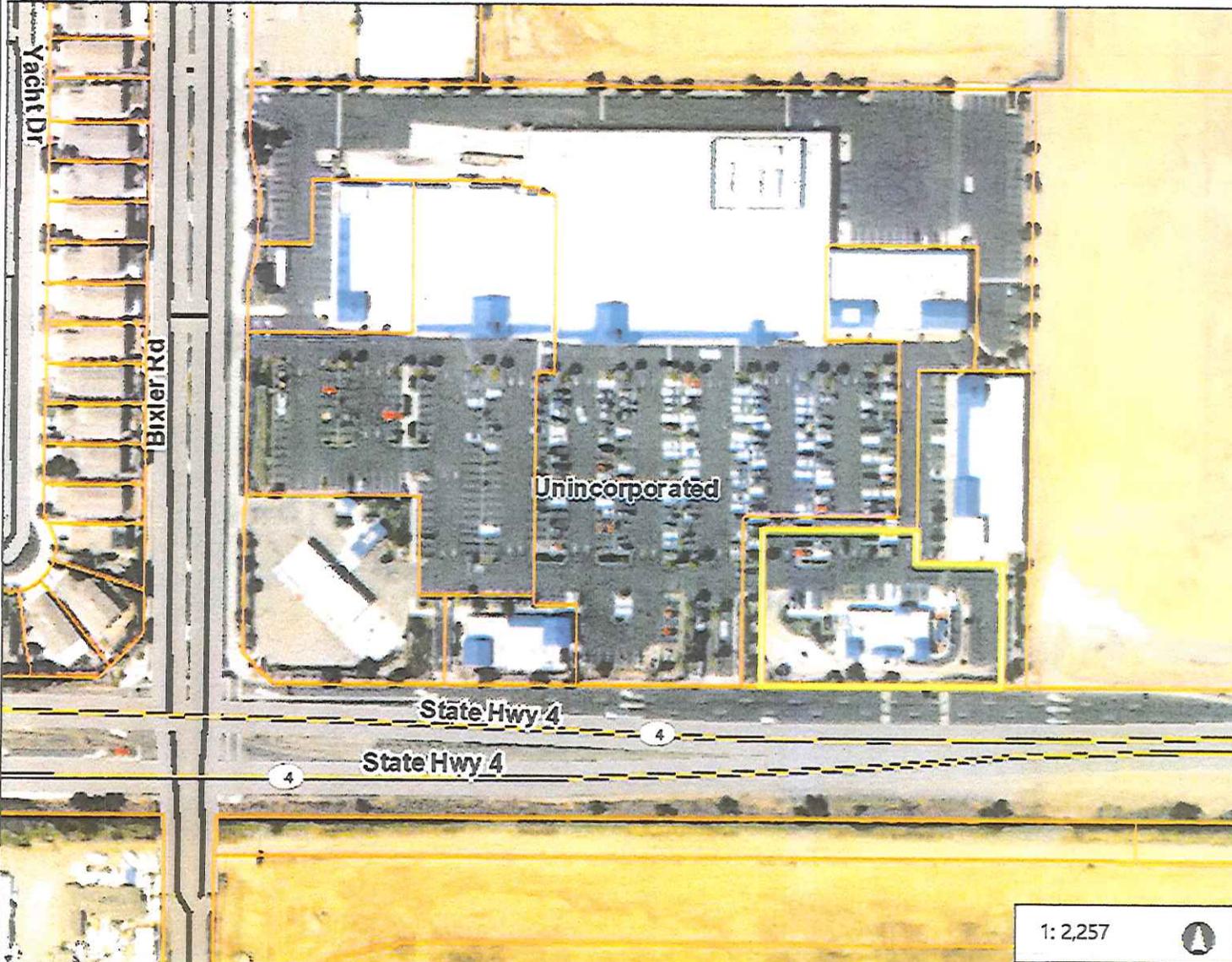
0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Map Title



Legend

- Assessor Parcels
- City Limits
- Unincorporated
- Highways
- Highways Bay Area
- Streets
- Water Bodies
- County Boundary
- Bay Area Counties
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Notes

Contra Costa County -DOIT GIS

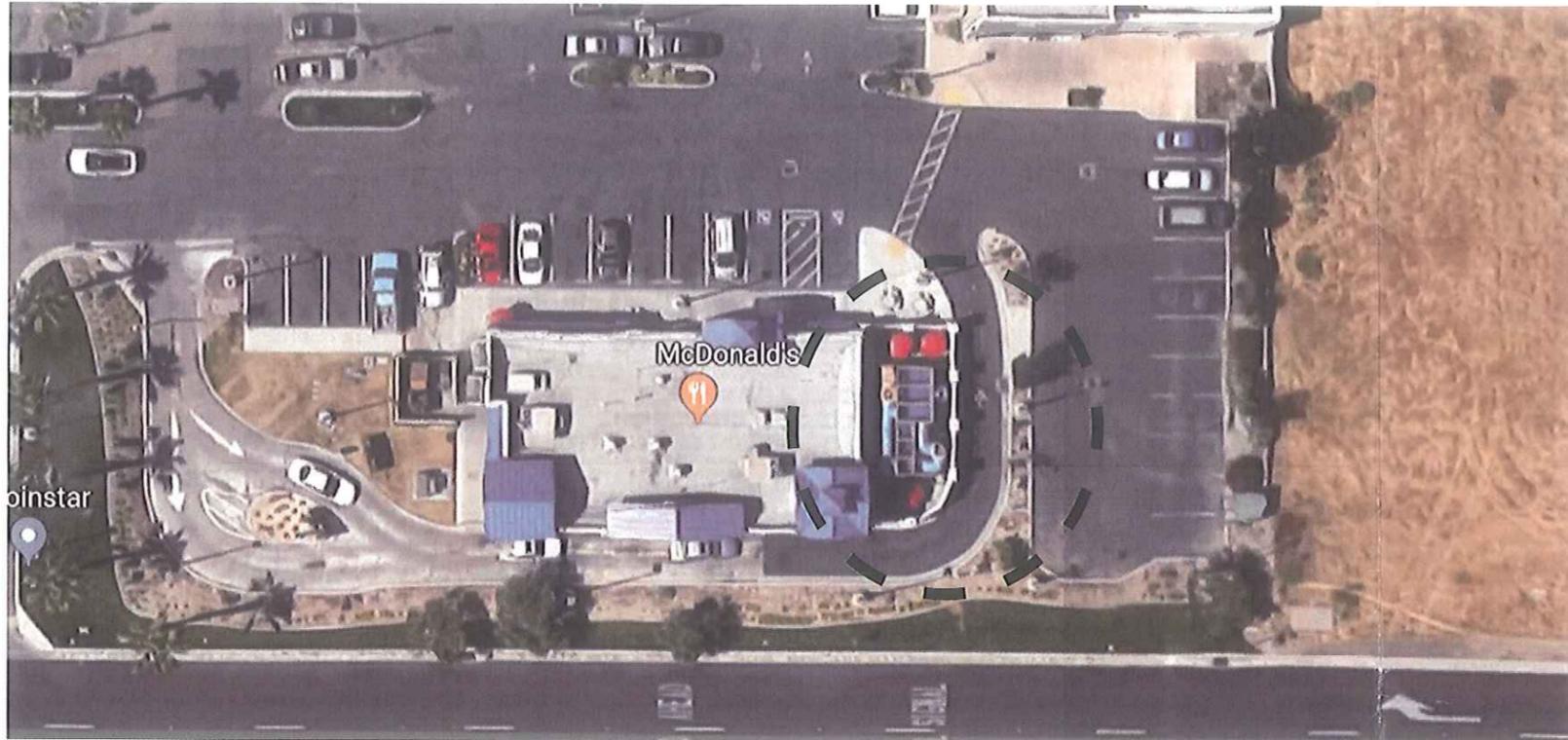
0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXISTING PHOTOS



VIEW FROM TOP



FRONT ELEVATION VIEW

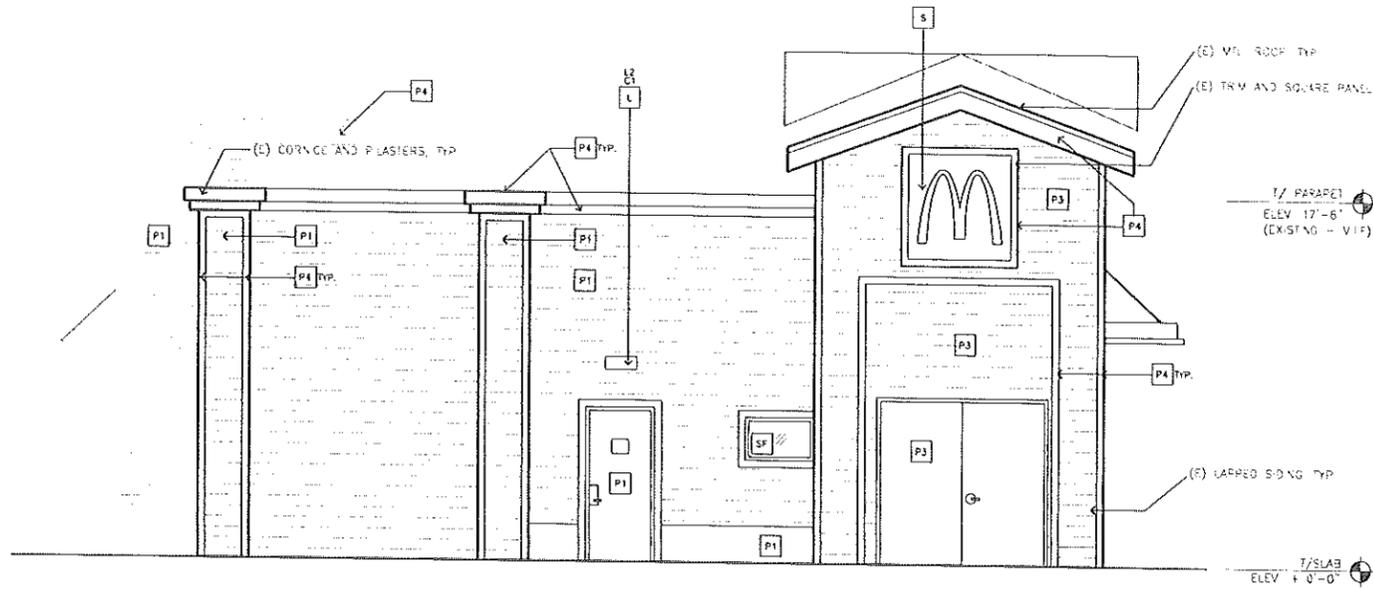
RECEIVED
CONTRA COSTA COUNTY
OCT 18 2018
ORB-3037
Dept of Conservation & Development



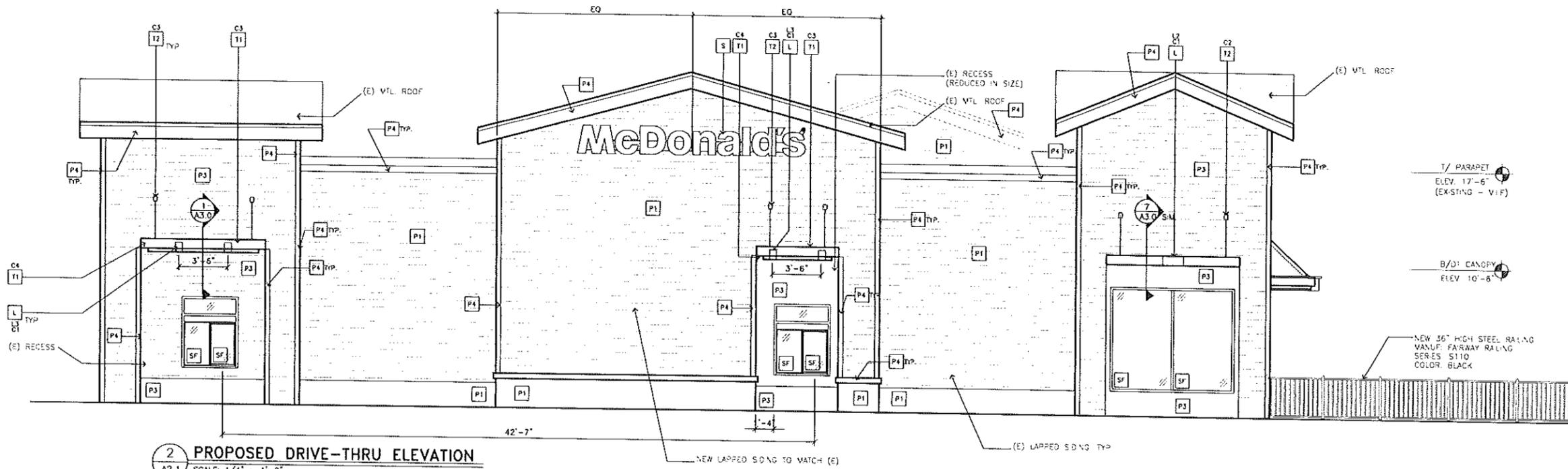
NON DRIVE THRU ELEVATION VIEW



DRIVE THRU ELEVATION VIEW



1 PROPOSED REAR ELEVATION
A2.1 SCALE: 1/4" = 1'-0"



2 PROPOSED DRIVE-THRU ELEVATION
A2.1 SCALE: 1/4" = 1'-0"

KEY NOTES:

- BR** FACE BRICK
- EX** - TYPE: EX - EXISTING TO REMAIN MATCH = MATCH EXISTING BRICK
- BRAND WALL**
- C** ALUMINUM CANOPY FASCIA SYSTEM COLOR: WHITE
- CD** COMPOSITE BECKING PRIVACY SCREEN PAINTED TO MATCH BUILDING
- CM** CORRUGATED METAL PANEL
- XX** - COLOR 1: "CITYSCAPE" BY METAL-ERA COLOR 2: "CHARCOAL GRAY" BY METAL-ERA
- D** HOLLOW METAL DOOR - PAINT TO MATCH COLOR OF SURROUNDING MATERIAL
- DS** DOWNSPOUT - PAINT TO MATCH
- EJ** EXPANSION JOINT, SEE DETAIL
- CR** GUARD RAIL - SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
- L** LIGHT FIXTURE - SEE ELECTRICAL
- XX** - TYPE: L1 = NOT USED L2 = DOWN ONLY SCOFF L3 = RECESSED DOWN FIXTURE COLOR: C1 = SILVER C2 = WHITE
- LE** ACCENT LIGHTING - SEE ELECTRICAL
- XX** - LED LIGHT: L1 = NOT USED L2 = DOWN ONLY FIXTURE L3 = INTEGRAL CANOPY FIXTURE L4 = FLOOD LIGHT
- ML** METAL LETTERING - BY OTHERS (COLOR: SILVER)
- WF** METAL FASCIA - COLOR TO MATCH CORRUGATED METAL PANEL
- 1** - TYPE: 1 = PRE-FAB ANCHOR-TITE FASCIA 2 = PRE-FAB CUSTOM ARCADE FASCIA
- P** PAINT FINISH
- PT** - TYPE: (COLOR-SEE COLOR LEGEND) P1 = PAINTED COLOR BASE BUILDING P3 = PAINTED COLOR BRAND WALL P4 = PAINTED COLOR TRIM / CORNICE, WHITE
- PB** PIPE BOLLARD - EXISTING - PAINTED YELLOW
- PT** (RWHC) CON COLLECTOR UNIT #HWY 012000 STD CALL 1-888-743-7435 TO ORDER
- RL** ROOF LADDER (EXIST'G), PAINT TO MATCH ADJACENT SURROUNDING FACADE
- RO** ROOF DRAIN LEADER PAINT TO MATCH SURROUNDING MATERIAL
- S** McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
- SF** EXISTING STOREFRONT AND GLAZING TO REMAIN
- NT** REPLACE (E) FLE WITH NEW TILE
- SG** SPANDREL GLAZING TO REMAIN
- STU** STUCCO
- ST** - TYPE: (COLOR-SEE COLOR LEGEND) S1 = PAINTED COLOR BASE BUILDING S2 = NOT USED S3 = PAINTED COLOR BRAND WALL/DT SURROUND
- T1** ALUMINUM TRELLIS SYSTEM
- XX** - COLOR: C1 = CITYSCAPE C2 = WHITE C3 = CHARCOAL C4 = GOLD
- T2** ALUMINUM TRELLIS TIE-BACK SYSTEM
- XX** - COLOR: C1 = CITYSCAPE C2 = WHITE C3 = CHARCOAL C4 = GOLD
- T3** ALUMINUM TRELLIS 2" x 8" WALL FASCIA SYSTEM COLOR: CITYSCAPE
- W1** NEW EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS - SEE ASSEMBLY NOTES
- W2** DRIVE-THRU WINDOW BY READY ACCESS 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM - MANUAL OPEN; ELECTRONIC RELEASE
- XX** SLICE DIRECTION: RL = RIGHT TO LEFT LR = LEFT TO RIGHT

COLOR LEGEND (ALL COLORS ARE PER BENJAMIN MOORE PAINTS, U.N.O.)

MODERN SCHEME	BASE BUILDING	CAPE MAY CORBLESTONE BW-1474
	BRAND WALLS	CHELSEA GRAY BW/ HC-168
	DT SURROUND	CHELSEA GRAY BW/ HC-168

- NOTE:**
1. ALL GLAZING, DOORS, AND WINDOWS ARE EXISTING AND SHALL REMAIN, UNLESS NOTED OTHERWISE.
 2. NOT ALL KEYNOTES WILL BE USED.

PREPARED FOR: **M. McDonald's USA, LLC**

PREPARED BY: **URS Corporation dba URS Corporation Americas architects - engineers - planners**
300 California Street, Suite 600
Francisco, CA 94104
415.795.8100
http://www.urscorp.com

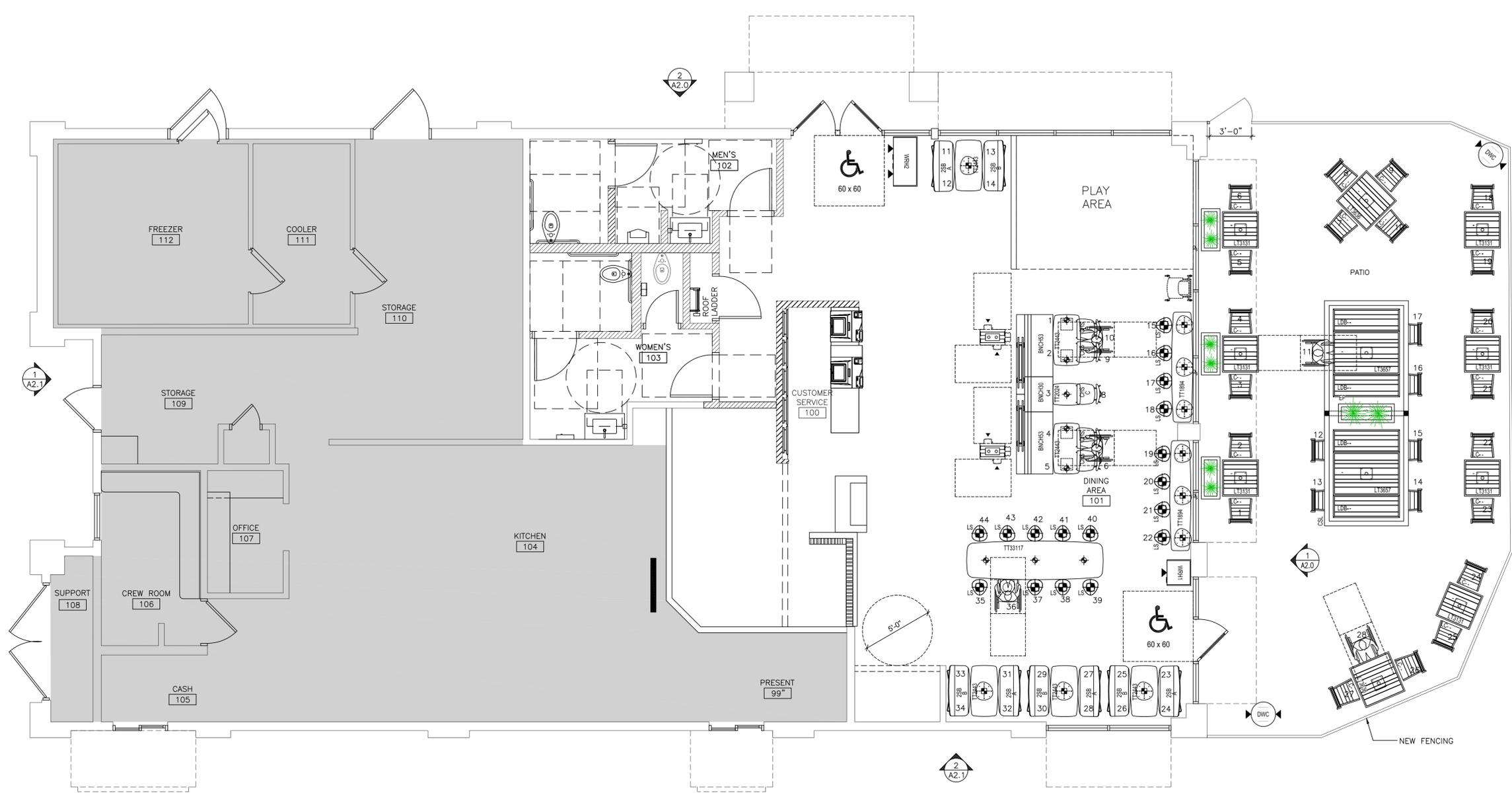
DATE: _____

DISCOVERY: BAY, CA 94514

TITLE: **2017 MRP CORE 16 2.0**

SHEET NO: **A2.1**
ELEVATION

004-3772.00.0



DINING CAPACITY: 44
 ADA SEATS REQUIRED: 3
 ADA SEATS PROVIDED: 3

PATIO CAPACITY: 28
 ADA SEATS REQUIRED: 2
 ADA SEATS PROVIDED: 2

1 FLOOR PLAN
 A1.0 1/4" = 1'-0"

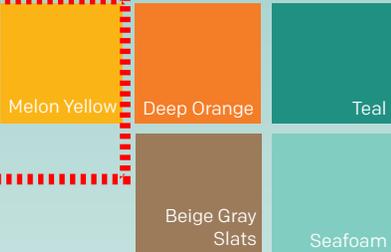


SHEET NO.	2017 MRP CORE 16 2.0	DISCOVERY BAY, CA 94514
	004-3772.00.0	
TITLE	2017 MRP CORE 16 2.0	
DESCRIPTION	COMMERCIAL INTERIOR AND EXTERIOR RENOVATION	
SITE ID	004-3772	14896 HWY4
PREPARED FOR:	© 2012 McDonald's USA, LLC McDonald's USA, LLC These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced for use on this specific site in conjunction with its issue date and are not suitable for use on a different site or at a later time. Use of the services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.	
PREPARED BY:	URS Corporation dba URS Corporation Americas architects - engineers - planners 300 California Street, Suite 600 Francisco, CA 94104 415.795.8100 http://www.aecom.com	
DRAWN BY:		
STD ISSUE DATE		
REVIEWED BY:		
DATE ISSUED	10.11.2017	
REV		
DATE		
DESCRIPTION		
BY		

WAUSAU: LORNA & URBAN SERIES

Urban Series

- Powder coated metal frames
- Metal slats
- Can be clipped down if requested



Lorna Series (Top Corner)

- Same design as Urban Series
- Powder coated metal frames
- Uses recycled wood composite slats
- Available in same frame colors as Urban Series
- Can be clipped down if requested

DESIGNER TIP

* SLATS SHOULD FACE SAME DIRECTION WHENEVER POSSIBLE



WAUSAU: LORNA & URBAN ELEMENTS

1 URBAN DINING CHAIR
CH-1006




Aluminum Frame/
Aluminum Inserts
Also available as an
armchair
24"W x 21"D x 33"H

4 URBAN DINING TABLE
TT-1003-36



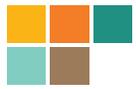

Aluminum Frame/
Aluminum Inserts
Also available as
ADA, Surface Mount,
and 31"Sq.
36"Sq. x 29"H
(Installed Height)

7 LORNA DINING TABLE
TT-1001-36




Aluminum Frame/
Recycled Plastic
Also Available as
ADA, Surface Mount,
and 31"Sq.
36"Sq. x 29"H
(Installed Height)

2 URBAN DINING BENCH
CH-1005

Aluminum Frame/
Aluminum Inserts
57"L x 19"W x 18"H

5 LORNA DINING CHAIR
CH-1003




Aluminum Frame/
Recycled Plastic
Also available as an
armchair
24"W x 21"D x 33"H

8 LORNA DINING TABLE
TT-1001-5736A




Aluminum Frame/
Recycled Plastic
Also Available as
Surface Mount
57"L x 36"W x 29"H
(Installed Height)

3 URBAN DINING TABLE
TT-1003-5736A




Aluminum Frame/
Aluminum Inserts
Also available as
Surface Mount
57"L x 36"W x 29"H
(Installed Height)

6 LORNA DINING BENCH
CH-1002




Aluminum Frame/
Recycled Plastic
57"L x 19"W x 18"H

WAUSAU: DETAIL ELEMENTS

1

COLIN PLANTER
PL-1001



Concrete
24"Diameter x 36"H

4

RODNEY PLANTER
PL-1004



Concrete
60"L x 16"W x 36"H

7

CONCRETE WASTE CONTAINER
WR-1001PU



Concrete/ Plastic Lid
20"Sq. x 50"H

* WASTE
CONTAINERS TO BE
USED IN PARKING
LOT OR DRIVE THRU
AREAS ONLY

2

JOYCE PLANTER
PL-1002



Concrete
36"L x 16"W x 36"H

5

MIA FENCE PANEL
FN-1000



Aluminum
Also available as
ADA and In Ground
Mount
Full- 55"L x 1"W x
32"H
Half- 25"L x 1"W x
32"H
Quarter- 14"L x 1"W
x 32"H

* S&D RESPONSIBLE
FOR SHOWING
FENCING ON PLANS

8

CHLOE SHADE STRUCTURE
SH-1000-16



Steel
192"L x 76"W x 90"H
(Installed Height)
Core Drilled

3

ED PLANTER
PL-1003



Concrete
48"L x 16"W x 36"H

6

DANIEL WASTE CONTAINER
WR-1000



Aluminum
21" Diameter x 44"H

* WASTE
CONTAINERS TO
BE USED FOR
OUTDOOR PATIOS
ONLY

9

CHLOE SHADE STRUCTURE
SH-1000-8



Steel
96"L x 76"W x 90"H
(Installed Height)
Core Drilled



S110 SERIES

STEEL RAILING

INFILL OPTIONS

Pre-Assembled Steel
Square Baluster Panel

RAILING HEIGHTS

36" • 42"

Meets IRC, IBC Standards

RAILING LENGTHS

70", 94" Level • 70", 94" Stair

FLANGED POST KITS INCLUDE

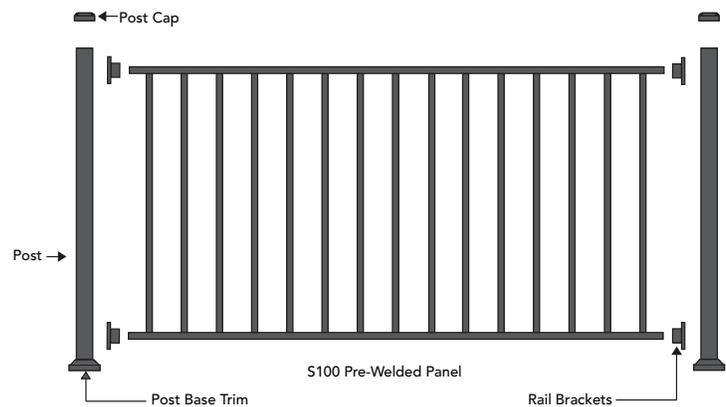
Flanged Post, Flat Cover & Trim

15-Year Limited Warranty

AAMA-2604 Compliant Powder Coating

Features & Benefits

- Safe, strong and durable
- Quick and easy installation
- Superior coating performance, galvanized steel powder coating
- Panel can be used as infill between vinyl, composite or wood
- Brackets, posts, caps and trim kit sold separately



RAILING COLOR



Antique
Bronze

Black
Sand





Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Virgil Koehne, Water & Wastewater Manager

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action to Authorize Expenditures and Award Bids to Rehabilitate Well 4A and Well 2.

Recommended Action

Award bid to Kirby's Pump and Mechanical for pump maintenance work and award bid to Roadrunner Drilling for well rehabilitation work; approve project related cost increases to include reasonable additional work discovered at time of rehabilitation; and authorize the General Manager to execute all documents associated therewith.

The District obtains its water supplies from six existing production wells. The age of the existing production wells ranges from 4 years to 47 years old. The District monitors the performance of wells on a bi-annual basis to assess the need for maintenance. Well testing conducted in 2017 indicated two of the older wells require maintenance. Well 4A is losing capacity due to clogging of the production well screens. To address well clogging the pump equipment must be removed, and the well must be cleaned with chemical and mechanical methods. Well 2 has a 20-year old oil-lubricated pump that is showing signs of wear and poor efficiency. These maintenance items should be addressed during the low-demand season of this year. The District's water engineer consultant (Luhdorff & Scalmanini Engineers) developed a rehabilitation program and obtained bids from well and pump contractors to address the anticipated maintenance that will be required for the well structures and associated pumping equipment.

Well Contract: the low bid from Roadrunner Drilling is \$58,174.00.

Pump Contract: the low bid from Kirby's Pump and Mechanical is \$67,295.00.

Engineering/inspection costs are estimated to be \$25,530.

Total estimated costs are \$150,999. The total CIP budget for the Well 4A and Well 2 Rehabilitations is \$150,000.

The actual condition of the well structures and the pumping equipment cannot be known at this time. Once the pumping equipment is removed and the rehabilitation process begins, staff can then access the true condition of each well. If additional problems are discovered, staff, in consultation with the District's engineering consultant, may determine that it is reasonable and prudent to engage in additional labor and new equipment costs now, rather than risk increased problems and/or higher costs through delay.

Additional labor and new equipment costs could be more or less around \$115,000. This estimated amount would be in addition to the estimated amounts budgeted above. Staff requests the flexibility to make reasonable on-site expenditure decisions to get the job done right, rather than leave the project incomplete and risk bigger issues down the road.

Previous Relevant Board Actions for This Item

Attachments:

Bids.

AGENDA ITEM: G-1

**Bid Table
Town of Discovery Bay
Well 4A Rehabilitation and Well 2 Maintenance Programs - October 8, 2018**

BID SCHEDULE A – WELL 4A REHABILITATION BID ITEM	Well Industries, Inc.	Roadrunner Drilling & Pump Company, Inc.	Howk Systems
Bid Item #1 – Mobilization	\$ 13,000.00	\$ 20,000.00	\$ 14,000.00
Bid Item #2 – Chemical Mixing Tank (1,000 gal.)	\$ 1,000.00	\$ 500.00	\$ 500.00
Bid Item #3 – Chemical Mixing, Placement, Brushing and Bailing	\$ 13,500.00	\$ 8,775.00	\$ 23,175.00
Bid Item #4 – Swab/Airlift Development	\$ 4,800.00	\$ 3,360.00	\$ 8,640.00
Bid Item #5 – Hydrochloric Acid (material only)	\$ 6,890.00	\$ 5,512.00	\$ 6,890.00
Bid Item #6 – Well Renew (material only)	\$ 7,000.00	\$ 5,040.00	\$ 5,250.00
Bid Item #7 – Ammonium Bifluoride (material only)	\$ 390.00	\$ 195.00	\$ 78.00
Bid Item #8 – Soda Ash (material only)	\$ 1,000.00	\$ 200.00	\$ 200.00
BID SCHEDULE A – WELL 4A REHABILITATION TOTAL	\$ 47,580.00	\$ 43,582.00	\$ 58,733.00
BID SCHEDULE B – WELL 2 MAINTENANCE BID ITEM	Well Industries, Inc.	Roadrunner Drilling & Pump Company, Inc.	Howk Systems
Bid Item #1 – Mobilization	\$ 7,000.00	\$ 8,000.00	\$ 4,000.00
Bid Item #2 – Chemical Placement, Brushing and Bailing	\$ 4,800.00	\$ 3,120.00	\$ 8,240.00
Bid Item #3 – Swab/Airlift Development	\$ 4,800.00	\$ 3,360.00	\$ 8,640.00
Bid Item #4 – Hydrochloric Acid (material only)	\$ 80.00	\$ 32.00	\$ 40.00
Bid Item #5 – Sodium Hypochlorite 12-1/2 Percent (material only)	\$ 160.00	\$ 80.00	\$ 32.00
BID SCHEDULE B – WELL 2 MAINTENANCE TOTAL	\$ 16,840.00	\$ 14,592.00	\$ 20,952.00

Discovery Bay
Well No. 4A – Pump Maintenance
Bid Form

Required Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
1	Pump Assembly Removal	Lump Sum	1	6,200 ⁰⁰	6,200 ⁰⁰
2	Inspect Bowl Assembly	Lump Sum	1	1,450 ⁰⁰	1,450 ⁰⁰
3	Video Survey	Lump Sum	1	1,250 ⁰⁰	1,250 ⁰⁰
4	Pump Installation	Lump Sum	1	18,400 ⁰⁰	18,400 ⁰⁰
Total Bid Price					27,300⁰⁰

Optional Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
5	Re-Build Bowl Assembly	Lump Sum	1	6,020 ⁰⁰	6,020 ⁰⁰
6	New Bowl Assembly	Lump Sum	1	17,794 ⁰⁰	17,794 ⁰⁰
7	Motor Seal Conversion	Lump Sum	1	40,600 ⁰⁰	40,600 ⁰⁰
8	All New Cable	Lump Sum	1	25,276 ⁰⁰	25,276 ⁰⁰
9	New 20-ft Column Pipe	Per Pipe	1	880 ⁰⁰	880 ⁰⁰

Contractor:

PUMP REPAIR SVS CO

Signature:

Jim Sedlach

Date:

1-29-18

Contractor's License No.

263997 A, CG1/D21

Telephone:

415-467-2150
Cell: 415-215-5379

PUMP CONTRACTOR BID PRICES
Well 4A Pump Maintenance and Well 2 Pump Replacement
Contractor: Kirby's Pump & Mechanical

Well 4A Pump Maintenance (minimum required)	Units	Estimated Quantity	Unit Price	Total Cost
#1 Pump Removal and Inspection	Lump Sum	1	\$ 3,800	\$ 3,800
#2 Video Survey	Lump Sum	1	\$ 1,100	\$ 1,100
#3 Pump Re-installation with 80-ft additional column and cable splice	Lump Sum	1	\$ 10,760	\$ 10,760
Well 4A Total minimum				\$ 15,660

Optional Items	Units	Estimated Quantity	Unit Price	Total Cost
#4 Re-Build Bowl Assembly (ADD ON)	Lump Sum	1	\$ 6,238	\$ 6,238
#5 All New Cable if old cable is unsuitable (ADD ON)	Lump Sum	1	\$ 7,120	\$ 7,120
#6 Replace Column Pipe 10-inch x 20ft (ADD ON per piece)	each piece	1	\$ 1,310	\$ 1,310
#7 Coated Column Pipe for NSF 61 (ADD ON per piece)	Lump Sum	1	\$ 850	\$ 850
Well 4A Total with re-build bowls (#4)				\$ 21,898
Well 4A Total with re-build bowls and new cable (#4, 5)				\$ 29,018
Well 4A Total with rebuild bowls, new cable, and all new coated column (9 pieces)				\$ 51,858

1. New Pump Bowl cost not provided (approx \$15K, possible lead time)
2. New motor cost not provided; anticipating good condition (approx \$80K for new with possible lead time)

Well 2 Pump Replacement (pump-only)	Units	Estimated Quantity	Unit Price	Total Cost
#1 Remove Pump and Ball Oil	Lump Sum	1	\$ 3,900	\$ 3,900
#2 Video Survey	Lump Sum	1	\$ 1,100	\$ 1,100
#3 New Bowl Assembly 850 GPM @ 200 ft TDH (NSF 61 compliant)	Each	1	\$ 8,478	\$ 8,478
#4 Column Pipe 8-inch: 21 x 10-ft pcs and 2 x 5-ft pcs, non-coated	Pieces	23	\$ 540	\$ 12,420
#5 Lineshaft 416SS 1.5-inch x 220-ft and Spider Bearings (water lubricated)	Pieces	23	\$ 525	\$ 12,075
#6 Modify Discharge Head (convert oil-lube to water-lube)	Lump Sum	1	\$ 2,362	\$ 2,362
#7 Recondition Existing 100 HP Motor	Lump Sum	1	\$ 4,670	\$ 4,670
#8 Pump Installation	Lump Sum	1	\$ 4,200	\$ 4,200
#9 Pre-Lube System for Water Lubrication	Lump Sum	1	\$ 2,430	\$ 2,430
Well 2 Total minimum (pump only)				\$ 51,635

Optional Items	Units	Estimated Quantity	Unit Price	Total Cost
#10A Upgrade to Soft Start, Breakers and Heaters (ADD ON)	Lump Sum	1	\$ 23,649.00	\$ 23,649.00
#10 Epoxy Coated Column Pipe for NSF 61 Certified (in lieu of #4)	Pieces	23	\$ 886	\$ 20,378
#11 New Electrical Panel, Soft Start, breakers (ADD ON)	Lump Sum	1	\$ 33,460	\$ 33,460
#12 New Premium Eff. 60 HP Motor (in lieu of #7)	Lump Sum	1	\$ 6,170	\$ 6,170
#13 New Discharge Head (in lieu of #6)	Lump Sum	1	\$ 5,125	\$ 5,125
#14 Vesconite Bearing	Each	1	\$ 123	\$ 123
#14 Remove and Disponse Diesel Engine	Lump Sum	1	\$ 4,670	\$ 4,670
Well 2 Total with coated column for NSF 61 compliance (#10)				\$ 59,593
Well 2 Total with coated column, new panel, motor, discharge head (#10, 11, 12, 13)				\$ 97,316
Well 2 Total with all optional items (#10, 11, 12, 13, 14)				\$ 101,986

* = \$67,295.00



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7 , 2018

Prepared By: Brian Miller, Parks and Landscape Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action Regarding Award of Contract to Tiber Painting for the Discovery Bay Front Entrance.

Recommended Action

That the Board authorize the General Manager to sign a contract to Tiber Painting and Issue a Notice to Proceed for the Discovery Bay Front Entrance.

The Discovery Bay Boulevard Entrance Walls and Planters are in need of Masonry and Stucco Repairs due to water infiltration damage. There is significant rust and corrosion on both the East and West Walls. Stucco has become loose and is falling off in various locations.

The recommendation from the Parks and Recreation Committee to the Park and Landscape Manager, is to Draft and Post an RFP for the Repair and Painting of the Front Entrance at the August 15, 2018 Parks and Recreation meeting.

The RFP was posted in September and closed at 2 p.m. on October 19, 2018. A total of 3 Qualified Contractors submitted proposals to Repair and Paint the Entrance Walls at the Discovery Bay Boulevard and Highway 4 intersection.

I am requesting approval of the Low Bidder plus 10% contingency for a total of \$42,900.00 and Award the Contract to Tiber Painting.

Funding: Zone 8 has appropriated \$100,000.00 for this project and was approved in the 2018/19 Budget. Phase 2 will be new Lighting.

Previous Relevant Board Actions for This Item: N/A

Attachments:

Bid Proposals

Tiber Painting - \$39,000.00

A Plus Painting - \$48,800.00

Zayco Performance Coatings - \$52,000.00

AGENDA ITEM: G-2

OCT 19 2018



Tiber Painting
California Contractor State License # 1018893
570 E El Camino Real, Sunnyvale, CA 94087
Office Phone: 669-246-5044 email:
info@tiberconstruction.com | www.tiberconstruction.com

Job Information			
Date	10/17/2018	Completion Time	The project completion date is December 15, 2018
Customer	Town of Discovery Bay	Job Name	FRONT ENTRANCE WALL REPAIRS/PAINTING
Billing Address	1800 Willow Lake Road, Discovery Bay, CA 94505	Job Address	Highway 4 & Discovery Bay Blvd Discovery Bay Contra Costa CA
Phone	925-727-2167	Contact person	Brian Miller
Estimate No.	11102016-1	Total Square Feet	N/A
Estimate By	Ivans Belovencevs	Verified By	Timur Kalimagambetov

Project: FRONT ENTRANCE WALL REPAIRS/PAINTING
Request for Proposal #2018-09-01

Description	Lump Sum
<p>Scope: Repairs and painting front entrance walls, east and west</p> <ul style="list-style-type: none"> • Discovery Bay Boulevard at Highway 4 • Power wash all stucco walls and brick caps to remove dirt, debris, loose material and efflorescence (EAST AND WEST SIDES) • Install 8 column caps – 4 west side, 4 east side. See Attachment 'C' • Remove and replace rust damaged corner beads, stucco and prime all repaired beads. See lower walls 2'H x 90'L. (BOTH EAST/WEST SIDES) and columns – 8 that will have caps installed • Repair all missing and damaged stucco areas (EAST & WEST SIDES) • Remove and replace 40 lineal feet of existing 1 1/4" belly band on the east entrance wall. Repair stucco. Prime before painting • Paint all stucco walls, repairs, belly band with 2 coats Kelly Moore 1245 low sheen 100% acrylic paint. Paint color to match existing/submit color sample before application of paint. 	\$39,000.00

Lump Sum: \$ 39,000.00 (Thirty nine thousand)

lump sum guaranteed price quote for all aspects of the work, including, but not limited to all materials, labor (prevailing wage), permits, tools, ladders, scaffolding, equipment, delivery, installation, disposal, and clean-up associated with the project.

No Exclusions, deviations or limitations, price quote based as per RFP #2018-09-01, Exhibit 'B' and 'C' Specifications.

C-33 License: 1018893 exp. 09/30/2020

DIR# : 1000043753

Start Date: start work within 15-work days of the Notice to Proceed

Thank you for the opportunity to provide you with our quote for this project. We look forward to working with you!

Tiber Painting
California Contractor State License # 1018893
570 E El Camino Real, Sunnyvale, CA 94087
Office Phone: 669-246-5044 email:
info@tiberconstruction.com | www.tiberconstruction.com



TownOfDiscoveryBay CSC
Received

OCT 19 2018

Number of Days to Complete: 15-work days

End Date: No later than December 15, 2018

Materials Utilized:

1. **Paint:** Kelly Moore 1245 low sheen 100% acrylic paint
2. **Column cap:** Wellington espresso
3. **Belly band:** Faux Panels
4. **Stucco:** SAKRETE/LaHabra

Warranty:

Contractor warranty: 1 year as of the date of completion.

Manufacturer's warranty: Stucco/paint products for a period of 1 year as of the date of completion.

Information and installation instructions will be provided upon award of the contract.

Supervisor: Frank Guerrero
570 East El Camino Real, Ste. E
Sunnyvale, CA 94087
O: (669) 246-5044
C: (408) 242-9139
E: frank@tiberconstruction.com

Signed: _____

(Tiber Painting LLC)

Date: 10/17/2018

Thank you for the opportunity to provide you with our quote for this project. We look forward to working with you!

OCT 19 2018

PROPOSAL

A Plus Painting License No. 808040 DIR No. 1000010998
 108 Morella Court
 Roseville, Ca 95747
 Tel (916) 410-7573 Fax (916) 543-7029
apluspaintingca@gmail.com

Submitted To: Town of Discovery Bay		Phone: (925) 634-1733	Date: 10/19/2018
Address: 1601 Discovery Bay Blvd		Contact Name/fax: Brian Miller	
Discovery Bay, CA 94505		Job Name/Location: Town of Discovery Bay	
Architect:	Date of Plans:	Front Entrance Wall Repairs/Painting	

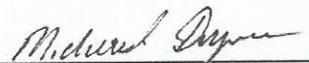
We hereby submitting an estimate for the following scope of work:
 Town of Discovery Bay Front Entrance Wall Repairs & Painting Per Exhibit 'B' Specifications/Project Specs and per discussion made with Brian during walk through.
 Add weep holes on lower 3' on center approx 50 weep holes.
 One (1) year Contractors Warranty

Total Cost: \$48,800

Main Contact:
 Michael Dovgan, Owner (916) 410-7573

We Propose hereby to furnish material and labor to manufacture - complete in accordance with the above specifications,
 for the sum of:
 Forty eight thousand eight hundred dollars (\$)
 Payment to be made as follows: Per Contract Agreement

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessary insurance.
 Note: This proposal may be withdrawn by us if not accepted by 30 days.

Authorized By: 
 Michael Dovgan, Owner

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:
	Date of Acceptance:

OCT 19 2018



- Day 2-5 Chip out loose stucco/concrete and replace u channel reveal. Drill weep holes.
- Day 6- Treat rust
- Day 7-9 Install/patch corner bead with fiberglass tape.
- Day 10 Install column caps
- Day 10-14 Primer and paint
- Day 15 Cleanup

Total Costs

Material	\$7,000
Labor	\$40,000
Unforeseen Costs	\$5,000
Total Lump Sum:	\$52,000

Addendum Acknowledgement

Addendum No. 01 Signature Acknowledging Receipt  Date 10/18/2018

References (past 2 months)

Type of Work/Contract amount	Location and for Whom Performed
Painting, interior/drywall. \$25,000 Contact- Krt Maness, Architect (707)829-0706	Dunham ES School District, Petaluma CA
Exterior painting, wood rot replacement, and stucco repair. \$66,000 Contact- Chip Odom, Director of Maintenance (831) 212-4862	Green Acres Elementary, Santa Cruz, CA

*Other references can be provided if requested.

<u>4501 Robertson Ave</u>	
Address of Bidder	Signature of Bidder
<u>Sacramento, CA, 95821</u>	<u>Mark Zaychenko</u>
City, State, Zip	Name of Bidder (print)
<u>916-868-1083</u>	<u>100057210</u>
Telephone Number of Bidder	Public Works Contractor number (DIR)
<u>1036735</u>	<u>03/31/2020</u>
Contractor's License Number	License's Expiration Date

TownOfDiscoveryBay CSD
Received
OCT 19 2018



Bid Proposal

Bid Proposal for Town of Discovery Bay CSD

Mark Zaychenko
Owner
Zayco Performance Coatings
4501 Robertson Ave
Sacramento, CA 95821
(916) 868-1083

Sergey Sedlukha
Project Manager
Zayco Performance Coatings
7212 8th St
Rio Linda, CA 95673
(916) 889-3840

Scope of Work

Based on the project plans in the bid request, and our thorough review of the property, we have developed this proposal.

The scope of work is to repair stucco expansion joints, and edges using fiberglass tape, installation of 8 column caps and repaint both east and west wall entrances of Discovery Bay Blvd.

***The work to be completed consists of repairing both sides of the entrance portion only, between columns, not including walls extending past columns.**

Material list

- Rapid Set Stucco Patch
- Extreme Stretch Caulking Compound
- Construction Adhesive
- Expanded Galvanized Corner Bead
- Alkali Resistance Cement Board Tape
- Kelly Moore 1245 Low sheen paint
- Kelly Moore 247 Exterior Masonry Primer
- Rapid Set Stucco Mix
- Kelly Moore Rust inhibitive Primer
- Galvanized Expansion Joint
- Rust Inhibitor
- Kelly Moore Universal Primer
- Stucco Bonding Agent

Labor

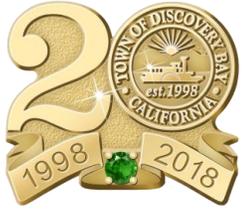
- 45 man-days
- Plus overseer for the project

Time Table

Work to be started as soon as notice to proceed is given, and to be completed by December 15th. A total of 18 working days will be needed to complete the project.

Project Schedule

- Day 1 Pressure wash/scraping loose paint



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Michael R. Davies, General Manager

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action to Ratify Community Center Pool Equipment Enclosure Agreement Entered into with Tuff Shed on September 6, 2018 and Approve an Additional 15% Project Contingency.

Recommended Action

Approve ratification of the Community Center Pool Equipment Enclosure Agreement entered into with Tuff Shed on September 6, 2018 in the amount of \$30,313.80; approve a 15% project contingency; and authorize the General Manager to execute all documents and payments in furtherance thereof.

At the Regular Board Meeting of April 18, 2018, the Board, in one motion, approved the award of the pool renovation bid to Adams Pool Solutions (the project currently underway) and approved staff to issue a RFP to remove and replace the swimming pool equipment/chemical storage building. The Board was advised that the approximate cost to remove and replace the equipment/chemical storage building would be \$41,500.

RFP #2018-07-01 was announced and sealed bids were publicly opened on September 4, 2018. Only one bid was received and that was from Tuff Shed in the amount of \$30,313.80.

As Tuff Shed was the lowest and only bidder, an Agreement to build the Pool Equipment Enclosure in the bid amount of \$30,313.80 was entered into with Tuff Shed on September 6, 2018 (Agreement attached). Either through staff inadvertence, mistake or miscommunication, the bid submitted by Tuff Shed was not brought before the Board for approval prior to an Agreement being signed by the parties. The recommended action before the Board is to ratify the Agreement.

In addition to requesting ratification of the Agreement, staff requests Board approval for a 15% project contingency amount for any additional related costs that may arise. Staff has already received a change order request in the amount of \$1,400 for the cost of preparing engineered drawings of the pool enclosure, which is a demand made by the County. This amount would be drawn from the project contingency.

In addition to the Tuff Shed construction, a new concrete foundation pad is required. Staff's current estimate of the pad is about \$12,000.00. Staff is in the process of obtaining bids for the pad and will return to the Board for approval of bid award. The revised project budget is now estimated at \$48,660.87. Due to a \$35,000 savings in the Robert Fuss Tot Lot renovation project, enough PG&E monies exist to fully fund the Community Center Pool Equipment Enclosure project.

Tuff Shed Bid/Agreement:	\$30,313.80
Concrete Foundation Pad	12,000.00
15% Contingency:	<u>6,347.07</u>
	\$48,660.87

Previous Relevant Board Actions for This Item:

BOD Meeting 02/07/18 & 04/18/18

Attachments: Community Center Pool Equipment Enclosure Agreement Entered into with Tuff Shed on 09/06/18

AGENDA ITEM: G-3

* Pg 5, 9.1.4 NOT
APPLICABLE, PLEASE
INITIAL.



**AGREEMENT BETWEEN
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT AND
TUFF SHED
FOR
COMMUNITY CENTER POOL EQUIPMENT ENCLOSURE**

This AGREEMENT ("Agreement") is made and entered into this 6TH day of September, 2018, by and between the Town of Discovery Bay Community Services District (hereinafter "District") whose address is 1800 Willow Lake Road, Discovery Bay, California 94505, and Tuff Shed ("CONTRACTOR").

RECITALS

A. District has determined that it requires the following contractor services from CONTRACTOR: Community Center Pool Equipment Enclosure.

B. CONTRACTOR represents that it is willing to accept responsibility for performing such work for the Community Center Pool Equipment Enclosure in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and CONTRACTOR agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. "Scope of Work": Such contractor services as are generally set forth in Contractor's scope of work dated September 4, 2018, which is attached hereto as Exhibit A and incorporated herein by this reference.
- 1.2. "Approved Fee Schedule": Such compensation rates as set forth in Contractor's September 4, 2018 fee schedule attached hereto as part of Exhibit A and incorporated herein by this reference.
- 1.3. "Commencement Date": September 21, 2018
- 1.4. "Expiration Date": May 1, 2019

2. TERM

The Term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONTRACTOR'S SERVICES

- 3.1. CONTRACTOR shall perform the Work identified in the Scope of Work. District shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$30,313.80 (Thirty Thousand, Three-Hundred Thirteen and Eighty Cents) unless specifically approved in advance and in writing by District.
- 3.2. CONTRACTOR shall complete all Work arising out of this Agreement no later than the Expiration Date.
- 3.3. CONTRACTOR shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to District. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 3.4. CONTRACTOR represents that it has, or will secure at its own expense, all personnel, material, appliances, equipment, and tools required to perform the Work identified in the Scope of Work. All such Work shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. The District shall be Contractor's project administrators and shall have direct responsibility for management and coordination of Contractor's performance under this Agreement. District shall not direct, control or supervise Contractor's employees or sub-contractors in the performance of the Scope of Work set forth in this Agreement.
- 3.5. To the extent applicable, CONTRACTOR shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other engineers for coordination and review.
- 3.6. CONTRACTOR shall strictly observe and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or properties or their protection from damage, injury, or loss. Without limiting the foregoing, CONTRACTOR shall comply with all requirements, regulations, orders, and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.

4. COMPENSATION

- 4.1. District agrees to compensate CONTRACTOR for the Work provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such Work, payment in accordance with the Approved Fee Schedule.
- 4.2. CONTRACTOR shall submit to District an invoice, on a monthly basis or less frequently, for the Work performed pursuant to this Agreement. Each invoice shall itemize the Work performed during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within sixty (60) calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 4.3. Additional Work requested by District and not included in the Scope of Work may be required by the District. Such additional Work shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of Work to be performed, state the time within which the Work is to be completed, and designate any special conditions. Payments for any additional Work requested by District shall be made to CONTRACTOR by District on a time-and-materials basis using the Approved Fee Schedule, unless otherwise stated in the Change Order.

5. OWNERSHIP OF WRITTEN PRODUCTS

- 5.1. All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR. District shall indemnify CONTRACTOR from any liability arising from use of documents in connection with the Scope of Work identified in this Agreement.

6. RELATIONSHIP OF PARTIES

- 6.1. CONTRACTOR is, and shall at all times remain as to District, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of CONTRACTOR or any of Contractor's employees, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of District. CONTRACTOR is not entitled to the rights or benefits afforded District employees, including, but not limited to, disability, unemployment or other insurance, or workers' compensation.

7. CONFIDENTIALITY

7.1. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be returned to District upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2. District shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due District from CONTRACTOR as a result of Contractor's failure to pay District promptly any indemnification arising under this Section 8 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 8.3. The obligations of CONTRACTOR under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.5. District does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

9.1. During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

9.1.3. Worker's Compensation insurance as required by the laws of the State of California.

N/A ~~9.1.4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.~~ *MRD KLS*

9.2. CONTRACTOR shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

9.4. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

9.5. At all times during the term of this Agreement, CONTRACTOR shall maintain on file with District a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds under Commercial General Liability. CONTRACTOR shall, prior to commencement of work under this Agreement, file with District such certificate(s).

9.6. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District.

- 9.8. Commercial General Liability insurance provided by CONTRACTOR shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the District.
- 9.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- 9.11. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

- 10.1. District shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 10.2. In the event any claim or action is brought against District relating to Contractor's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that District may require.

11. RECORDS AND INSPECTIONS

- 11.1. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12. NOTICES

12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and District's regular business hours; or (ii) on the fifth business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

Town of Discovery Bay CSD
Attn: General Manager
1800 Willow Lake Road
Discovery Bay, CA 94505
Telephone: (925) 634-1131
Facsimile: (925) 513-2705

With courtesy copy to:

Rod A. Attebery, General Counsel for Town of Discovery Bay CSD
Neumiller & Beardslee
P.O. Box 20
Stockton, CA 95201
Telephone: (209) 948-8200

If to CONTRACTOR:

TUFF SHED
Attn: Tammy Busby
2754 Teepee Drive
Suite B
Stockton, CA 95205
Telephone: (209) 462-8833
Facsimile: (209) 465-7970

13. SURVIVING COVENANTS

13.1. To the extent required by applicable law, the parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

14. TERMINATION

- 14.1. District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to District. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.
- 14.2. If District terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

15. PREVAILING WAGE/COMPLIANCE WITH SB 854

- 15.1 CONTRACTOR shall comply with all laws and ordinances applicable to this work regarding compliance with prevailing rate rates and their payment in accordance with California Labor Code, section 1774.
- 15.2 CONTRACTOR represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854.
- 15.3 No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 15.4 No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 15.5 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 15.6 All contracts/projects over \$1,000.00 will be assigned a Project number that will be registered by the TODB on the DIR website. All Contractors and subcontractors will use this number to electronically file their payroll records to the DIR on TODB projects. Each project will be assigned an individual number for transfer of payroll records. All projects are prevailing wage rate regardless of the final cost.
- 15.7 No bid proposals will be accepted nor any contract entered into with a contractor without proof of registration described above.

16. ADDITIONAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- 16.1. Contractor agrees to do all the work and furnish all the labor, material, equipment and appliances to complete the work in accordance with Exhibit A and with the Construction Documents attached hereto as Exhibit B and incorporated herein by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit B only, the provisions of Exhibit B shall prevail. In all other situations, the provision contained in Section 17.10 shall apply.
- 16.2. Contractor agrees to remedy, at his expense, any defects in the work, which shall appear within a period of twelve (12) months from the date of the final acceptance of the work by District.
- 16.3. Should the Contractor fail to complete the work included in Exhibit A and B within the time limit agreed upon or such extension thereof as may be granted, a deduction of Two Hundred Fifty Dollars (\$250.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the Expiration Date.
- 16.4. Notwithstanding Section 4, District will cause payment to be made to the Contractor in the following manner:
 - a. On or about the tenth day of each month after the start of the work, an amount equal to ninety percent (90%) of the value of all work completed as of the last day of the preceding month, based on quantities of work completed, as determined by the District's engineer at the unit prices stated, less the aggregate of all previous payments made to the Contractor.
 - b. Thirty-five (35) days after completion of the work and its acceptance by the District, the balance of the Agreement price will be paid. Such final payment will not be made until completion of the entire work and acceptance of the whole by the District.
 - c. Contractor may substitute securities in lieu of retained funds in accordance with Public Contracts Code Section 22300.
- 16.5. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the District by the Contractor upon the request of the District.
- 16.6. Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, and the provisions of the California Labor Code.
 - a. Contractor's compliance with the provisions of the California Labor Code includes the provisions set forth in Section 15 and shall also include, but are not limited to:
 - i. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post a copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this Agreement. Travel and subsistence payments shall be paid to each worker as defined in the applicable

collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

- ii. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours during a calendar week of the foregoing hours. Contractor shall ensure that all workers, including workers of subcontractors are paid in conformance with Labor Code Sections 1810 through 1815. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker, including workers for subcontractors.
- iii. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.
- iv. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and

address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

17. GENERAL PROVISIONS

- 17.1. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.
- 17.2. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subconsultant, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 17.3. CONTRACTOR agrees to comply with the regulations of District's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the Town of Discovery Bay Conflict of Interest Code, as that term is applied to Contractors.

- 17.4. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 17.5. The waiver by District or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or CONTRACTOR unless in writing.
- 17.6. CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of CONTRACTOR.
- 17.7. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Contra Costa County, California.
- 17.8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.9. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.10. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and CONTRACTOR with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by District and CONTRACTOR.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement.

Signatures contained on next page

/ / /

/ / /

/ / /

/ / /

"District"
Town of Discovery Bay CSD

"CONTRACTOR"
Tuff Shed

By: 
Michael R. Davies, General Manager

By: 

Date: 10/2, 2018

Print Name: Kirk C SANDERS

Date: 9-26, 2018

APPROVED AS TO FORM:


Rod A. Attebery
District Counsel



TUFF SHED Sales Order #
 Sales Order Quote Sheet

TUFF SHED, Inc, Attn: Tammy
 2754 Teepee Dr. Suite B, Stockton, CA 95205
 (209) 462-8833, 800-593-8833
 FAX: (209) 465-7970

Sales Consultant: Tammy Busby Cell: 209-216-8942 Email: tbusby@tuffshed.com

Date: 9/4/2018 P.O.#:

Proposed Delivery Date:

SOLD TO:

Name: Town of Discovery Bay
 Address: 1601 Discovery Bay Blvd.
 City: Discovery Bay, CA 94505
 Home Phone: (925) 308-9067
 Cell Phone: bmillier@todb.ca.gov

SHIP TO:

Name:
 Address:
 City:
 Home Phone:
 Work Phone:

How did you hear about TUFF SHED? Referral
 Method of Payment: Check No
 Credit Card Type Number:

TV NSP Other
 Cash: \$
 Expiration Date: / /

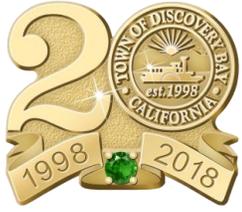
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Building Style ProRanchGarage	Building:	1	18258.00	18258.00
Size 24x30	Paint	1	1825.80	1825.80
Paint Color Bulletin Board	Octagon Gable vent	2	100.00	200.00
Trim Color Southern Breeze	8x16 screen vent	9	17.00	153.00
Shingle Color Desert Tan Dim.	Turbine vent	6	94.00	564.00
Roof Edge White	3x3 single pane window	6	199.00	1194.00
Other: 720 sf	OC Ridge Vent	29	11.00	319.00
Assumes a clean and level	3068 6 panel inswing door	1	0.00	0.00
build site, does not include	16x7 overhead door	1	0.00	0.00
concrete, electrical, plumbing	Permit & Processing	1	3200.00	3200.00
mechanical or any interior	Prevailing Wage	1	4000.00	4000.00
finish.			0.00	0.00
Wage rate will be re-evaluated			0.00	0.00
prior to contract.			0.00	0.00
Plus any additional requirements			0.00	0.00
as needed by Engineering/Bldg			0.00	0.00
Dept.				0.00

Dear Customer: TUFF SHED, Inc is not responsible for leveling or site preparation unless indicated on the sales order. TUFF SHED, Inc is not responsible for acquiring necessary building permits, or for compliance with zoning ordinances or restrictive covenants. Customer should contact local authorities concerning these matters. If not indicated above and site preparation is not completed at time of delivery, a minimum charge of \$100.00 will be assessed. Any cancellation of this order must be made five business days from scheduled delivery date, a 15% restocking fee will be assessed and withheld prior to refund of deposit. Please read the terms and conditions contained on the builders helper form. Those terms and conditions are part of this order. Thank you for choosing a TUFF SHED product.

Subtotal	29713.80
Delivery	600.00
Tax	
Total Estimate	30313.80
Deposit	
Balance Due	

Please note: Garages & Cabin shells do not include a concrete pad as standard. Extra concrete work is optional. Prices are based on metro area delivery. Because of the unpredictable nature of material costs, this estimate is valid for the month quoted. Quote assumes a clean and level building site.
 Salesperson: Please fill out and attach builders helper form to order.

Customer Signature



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 7, 2018

Prepared By: Michael R. Davies, General Manager

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action Regarding Community Center Pool Expansion and Related Additional Costs.

Recommended Action

Authorize staff to obtain a firm change order amount from Adams Pool Solutions to expand the pool to a competition 6 lane pool; authorize staff to accept the change order if it does not exceed \$375,000 and to proceed with the total project in an amount not to exceed \$683,052; and authorize the General Manager to execute all documents and payments in furtherance thereof.

On April 18, 2018, the Board approved a renovation project to the Community Center pool in the amount of \$226,552.00. Renovation work is currently underway.

In the past, Staff has explored estimated costs associated with adding a competition pool to the Community Center site. Staff learned that under the best-case scenario the addition of a competition pool would cost at least \$1.5m.

Now that our pool is currently under construction by Adams Pool Solutions, staff made inquiry as to the approximate cost to expand the pool to a competition 6-lane pool. If the work is done now while under current construction, Staff has learned that the estimated project cost to properly expand our pool to competition size would be as follows:

Current Construction Cost:	\$226,552.00
Enlargement of the Pool to 6 lanes:	375,000.00
Lane Lines/Back stroke Lines & Flags:	6,000.00
Pool Equipment Enclosure Setback:	3,000.00
Concrete:	8,000.00
Fencing:	6,000.00
Swim Equipment – Starting Blocks:	3,000.00
Additional Electrical:	6,000.00
Covers:	8,000.00
Contingency:	41,500.00 (10% of the expansion cost)
	\$683,052.00

Should the Board elect to move forward with this project, Staff anticipates paying for the project as follows:

Community Center Reserve Fund:	\$349,203.00	(with other committed projects, leaves a balance of \$75,000.61)
Zone 8 Reserve Fund:	333,849.00	(with other committed projects, leaves a balance of \$72,530.98)
	\$683,052.00	

Note that the rough change order estimate from Adams Pool Supply for the expansion is at \$360,000 (attached), however, the price estimate contemplates the shallow end of the pool to be 3.5 feet. USA Swimming and the NCAA list 4 feet as the minimum depth requirement (National Championships require a minimum depth of 6'7"). Staff would require a minimum depth of 4 feet and expects that this would increase the price to about \$375,000.00.

This matter has some urgency since construction on the renovation has stopped until a decision is made on whether or not to expand the pool. The pool expansion can be made in time to open for the season, provided that the Board makes the decision soon.

Staff estimates that a competition pool could increase pool-related Staffing and operational costs by 18%. This translates to about a \$27,500 annual increase. There is opportunity to obtain cost recovery by charging swim team members a reasonable facility use fee. Revenue may also be generated through swim meet fees, concession sales and a daily use fee increase.

If the Board was ever to contemplate having a competition swimming pool, staff believes this is the time to do it. Expansion at this time is expensive, but doable.

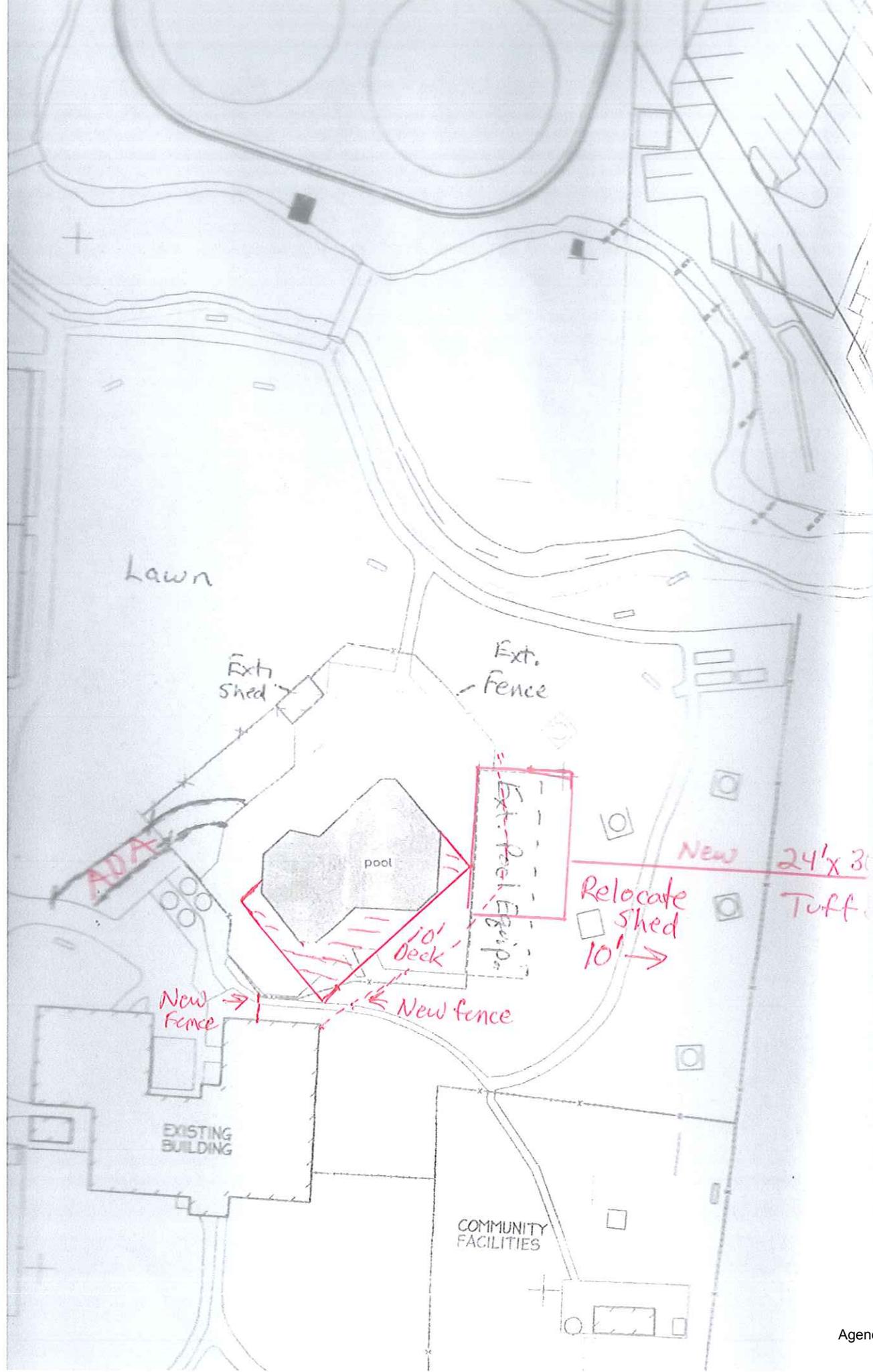
Previous Relevant Board Actions for This Item

April 18, 2018

Attachments:

Rough Change Order Estimate from Adams Pool Solutions
Rough Sketch of Pool Expansion

AGENDA ITEM: G-4



Discovery Bay P-6 Citizen Advisory Committee

Lesley Belcher, Chair
Office of Supervisor Diane Burgis
Contact: Lea Castleberry
3361 Walnut Blvd., Suite 140
Brentwood, CA 94513
Respectfully submitted by:
Deputy Chief of Staff, Lea Castleberry

The Discovery Bay P-6 Citizen Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the Office of the Sheriff.

Draft Record of Actions

6:00 p.m.
July 11, 2018

MEMBERS PRESENT: Chair Belcher, Committee Member Mankin, Committee Member Selby, Committee Member Zeigler

MEMBERS ABSENT: Vice Chair Kane

PRESENTATION OF COLORS: Led by Chair Belcher

APPROVAL OF AGENDA: Motion to approve agenda as presented made by Committee Member Zeigler. Second made by Committee Member Selby. Motion Carried 4-0. AYES: Belcher, Mankin, Selby and Zeigler

PUBLIC COMMENTS: Terry Mahoney – Speeding on Discovery Bay Blvd and radar/lidar enforcement; BUSD School Board Member, Jill Sprinkle – Requests the P-6 to consider funding some of the security measures at the schools and invites them to a future school board meeting/safety committee.

OFFICE OF THE SHERIFF – Monthly Calls for Service: Tony Fontenot, Crime Prevention Specialist provided the monthly activity report for the months of April, May and June.

CONSENT ITEMS:

- a. **Approval of Record of Actions for April 11, 2018:** Motion to accept the Record of Actions as presented made by Committee Member Zeigler. Second made by Committee Member Selby. Motion carried 4-0. Belcher, Mankin, Selby and Zeigler.

ITEMS FOR DISCUSSION AND/OR ACTION:

- a. **Update on Discovery Bay License Plate Readers:** Lt. Foley reported they are still working on approvals through Caltrans to place License Plate Readers on their poles and hope to have final approval before the next P-6 CAC meeting.
- b. **URGENCY ITEM – Re-Certify Four (4) Radar/Lidar Units:** Approve the expenditure not to exceed \$500.00 to re-certify 4 lidar/radar units. Motion to approve made by Committee Member Zeigler. Second Made by Committee Member Mankin. Motion Carried 4-0. Belcher, Mankin, Selby and Zeigler.

CORRESPONDENCE/ANNOUNCEMENTS:

- a. None.

FUTURE AGENDA ITEMS

- a. Follow-up discussion for P-6 Budget FY 16/17 Discrepancy
- b. Follow-up discussion for Helicopter Fund Breakdown

ADJOURNMENT

There being no further business before the Discovery Bay P-6 Citizen Advisory Committee, Chair Belcher adjourned the meeting at 6:34pm. The next regularly scheduled Discovery Bay P-6 Citizen Advisory Committee meeting on October 10, 2018 at 6:00p.m. to be held at the Discovery Bay Community Center, 1800 Willow Lake Road, Discovery Bay, CA 94505.