



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



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, August 5, 2020

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday August 5, 2020
REGULAR MEETING 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

In accordance with the Governor's Executive Order N-33-20, and for the period in which the Order remains in effect, the Town of Discovery Bay Community Services District Board Chambers will be closed to the public.

To accommodate the public during this period of time that the Board's Chambers are closed to the public, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically.

**TO ATTEND BY TELECONFERENCE:
Toll-Free Dial-In Number: (877)778-1806
CONFERENCE CODE 891949**

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

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

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

C. CONSENT CALENDAR

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

1. Approve DRAFT minutes of July 15, 2020 Regular Board of Director's meeting and July 23, 2020 Special Workshop Meeting.
2. Approve Register of District Invoices.

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 Authorizing Increase in the Denitrification and Wastewater Treatment Plant No. 1 Refurb Capital Project Budget in the Amount of \$850,000 to Install New Rotors at All Three Oxidation Ditches as Part of the Project.
2. Discuss Option to Redirect Budgeted Funds Planned for Wastewater Treatment Plant No. 1 Core Process Improvements to a New Oxidation Ditch at Wastewater Treatment Plant No. 2 as Part of the Denitrification Project.
3. Discussion and Possible Action to Award Contract to DRYCO Construction, Inc., In the Amount of \$104,642.00 for the Conversion of Two Tennis Courts to Six Pickleball Courts.

H. MANAGER'S REPORT

I. GENERAL MANAGER'S REPORT

J. DIRECTORS' REPORTS

1. Standing Committee Reports.
 - a. Internal Operations Meeting (Committee Members Kevin Graves and Robert Leete) August 5, 2020.
 - b. Finance Committee Meeting (Committee Members Robert Leete and Bill Mayer) August 5, 2020.
 - c. Water and Wastewater Committee Meeting (Committee Members Bill Pease and Bill Mayer) August 5, 2020.
2. Other Reportable Items.

K. CORRESPONDENCE RECEIVED (Information Only)

L. FUTURE AGENDA ITEMS

M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

N. CLOSED SESSION:

1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8 Property: 1535 Discovery Bay Boulevard, Discovery Bay, CA 94505 (APN 008-200-010) Agency Negotiator: Bill Pease/Mike Davies/Rod Attebery Negotiating Parties: East Contra Costa Fire Protection District Under Negotiation: Price and Terms.
2. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8 Property: APN 008-540-028 Agency Negotiator: Bill Pease/Mike Davies/Rod Attebery Negotiating Parties: Lodgepole Investments, LLC Under Negotiation: Price and Terms.

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

P. ADJOURNMENT

1. Adjourn to the next regular meeting of August 19, 2020 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."



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SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday July 15, 2020
REGULAR MEETING 7:00 P.M.
Community Center**

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

NOTICE
Coronavirus COVID-19

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TO ATTEND BY TELECONFERENCE:
Toll-Free Dial-In Number: (877)778-1806
CONFERENCE CODE **891949**

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

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.- By President Pease.
2. Pledge of Allegiance - Led by President Pease.
3. Roll Call. – All Present.

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

None.

C. CONSENT CALENDAR

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

1. Approve DRAFT minutes of regular meeting for July 1, 2020.
2. Approve Register of District Invoices.

Motion made by Vice President Bryon Gutow to approve items on the Consent Calendar as presented.
Second by Director Kevin Graves

D. PRESENTATIONS

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Months of May 2020 and June 2020
Presentation of Water and Wastewater Operations conducted by Project Manager Gerry Lemus.
Update was given for months of April, May and June 2020.

F. DISCUSSION AND ACTION ITEMS

1. Discussion and Possible Action Authorizing Increase in The Denitrification and Plant 1 Refurb Capital Project Budget in the amount of \$850,000 to install new rotors at all 3 oxidation ditches as part of the project.

Town Engineer Gregory Harris discussed the need to increase budget for the Denitrification Project. Low oxygen levels in the oxidation ditch require additional treatment and funds to bring oxygenation levels back to an appropriate level. Town Engineer Gregory Harris will present options to allow the Board to vote on a budget increase at the Board Meeting scheduled on August 5, 2020 at 7:00 p.m. Director Robert Leete asked if this newly discovered complication will alter the end date of the Denitrification Project.

Town Engineer Gregory Harris indicated the timeframe for completion is still intact.

G. MANAGER'S REPORT

H. CORRESPONDENCE RECEIVED

I. FUTURE AGENDA ITEMS

J. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7) Open Session adjourned at 7:21 p.m.

K. CLOSED SESSION:

1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: 1535 Discovery Bay Boulevard, Discovery Bay, CA 94505 (APN 008-200-010)
Agency Negotiator: Bill Pease/Mike Davies/Rod Attebery
Negotiating Parties: East Contra Costa Fire Protection District
Under Negotiation: Price and Terms
2. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: APN 008-540-028
Agency Negotiator: Bill Pease/Mike Davies/Rod Attebery
Negotiating Parties: Lodgepole Investments, LLC
Under Negotiation: Price and Terms

L. RETURN TO OPEN SESSION: REPORT ON CLOSED SESSION

(Government Code Section 54957.1) Closed Session adjourned at 7:53 p.m. with no reportable action.

M. ADJOURNMENT

1. Adjourned at 7:53 p.m. to the regular meeting on August 5, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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PLATINUM LEVEL

President– Bill Pease • Vice President– Bryon Gutow • Director Kevin Graves • Director Robert Leete • Director Bill Mayer

**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Thursday July 23, 2020
SPECIAL MEETING 4:30 P.M.
Website address: www.todb.ca.gov**

NOTICE

Coronavirus COVID-19

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TO ATTEND BY TELECONFERENCE:

Toll-Free Dial-In Number: (866)848-2216

CONFERENCE CODE: 5193676302

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

SPECIAL MEETING 4:30 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 4:30 p.m.- By President Pease
2. Pledge of Allegiance – Led by President Pease
3. Roll Call – All Present.

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

None.

C. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Landscaping in the District.

General Manager Mike Davies states the Town, Parks and Recreation Department as well as the Parks and Recreation Committee have been working diligently to address a variety of landscaping challenges in the Town. He reminded the Board that COVID-19 put a halt to any landscaping as the County prohibited landscaping for a few months. Parks and Landscape Manager Bill Engelman provided the Board with a presentation explaining the challenges each zone presents and the type of landscaping needs that can be observed throughout the Town. His presentation also delved into zone budgets and financial limitations and possibilities. It was discussed that Zone 57 is owned by Contra Costa County and the Town receives a minimal budget to address landscape needs within it, as is the same case with other county zones within the Town. Parks and Landscape Manager Bill Engelman agreed with the community's concerns regarding the need for stronger efforts, however the Town has a small staff and upkeep is a challenge. For this reason, Parks and Landscape Manager Bill Engelman introduced the option to maximize labor by reducing plants that require maintenance and bringing in dry landscape. This long term solution will save water and employee resources.

Another implementation will include the landscaping employees concentrating on individual locations for an hour every morning to focus on weed removal and then rotating locations throughout the Town. A second

concept will be the Own-A-Park project, which will include assigning parks to employees to encourage accountability and pride in their work.

Board members questioned financing distribution for landscaping needs, zone budgets and introduced the option of returning county owned zones to Contra Costa County for landscaping responsibility. General Manager Mike Davies advised that when concerns were addressed with county personnel, Town was told to lower its expectations. Discussion was held regarding Prop 218 and how it will affect the possibility of creating an umbrella assessment to add to the landscape budgets between zones.

Director Bill Mayer expressed concern with faulty irrigation equipment. This has caused water to be wasted on sidewalks instead of plants.

Discussion was had regarding landscaping staff's use of work time and GPS systems recently installed in Town vehicles.

President Pease questioned if Town could find out how the process is working for other locations that Contra Costa County owns and to which it distributes a reduced budget. Are we all getting the same percent?

General Manager Mike Davies let President Pease know that he would follow up on this concern with the county supervisor's office and bring it back to the Board in the future.

Director Kevin Graves mentioned the option to hire a contractor to do a landscaping project and have Town landscaping staff just maintain afterwards. It was recommended that Town staff obtain an estimate of what it would cost for an outside contractor to do a major clean up, put down ground cover and maybe some plants in the areas of the front entrance, Discovery Bay Blvd, Clipper Drive and Newport Drive. After obtaining the estimate, bring the matter back before a Special Parks and Recreation Committee Meeting.

D. FUTURE AGENDA ITEMS

E. ADJOURNMENT

1. Adjourn at 5:34 p.m. to the next regular meeting of August 5, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 5, 2020

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

Agenda Title

Approve Register of District Invoices.

Recommended Action

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

Executive Summary

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

Fiscal Impact:

Amount Requested \$ 249,445.79

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 2020/2021

AGENDA ITEM: C-3

For The Meeting On August 5, 2020
Town of Discovery Bay CSD
Fiscal Year 7/20 - 6/21

Pacific Gas & Electric	\$118,538.25
Veolia Water North America	\$36,908.31
J.W. Backhoe & Construction, Inc.	\$18,555.97
Town of Discovery Bay CSD	\$15,452.17
Bay Area Air Quality Mgmt. District	\$15,120.00
U.S. Bank Corporate Payment System	\$9,915.63
Brentwood Decorative Rock, Inc.	\$7,192.24
Precision IT Consulting	\$3,816.30
Luhdorff & Scalmanini	\$3,230.00
Freedom Mailing Service, Inc	\$2,859.95
Contra Costa Health Services	\$2,823.00
Univar Solutions USA Inc.	\$2,793.64
Matrix Trust	\$2,448.83
Watersavers Irrigation Inc.	\$1,802.40
SDRMA	\$1,528.75
Mt. Diablo Resource Recovery	\$1,341.64
United States Postal Services	\$1,063.00
Alhambra	\$563.37
Du-All Safety	\$510.00
Office Depot	\$428.96
Herc Rentals Inc.	\$389.05
Aflac	\$365.58
ReliaStar Life Insurance Company	\$325.00
Water Utility Customer Refunds	\$306.11
Grainger	\$159.87
Zee Medical Service Company	\$145.62
Discovery Pest Control	\$138.00
Shred-It USA-Concord	\$137.10
UniFirst Corporation	\$120.00
R & B Company	\$119.08
Lesley Marable	\$97.98
Denalect Alarm Company	\$90.00
Cintas	\$71.57
Bill Brandt Ford	\$63.38
Verizon Wireless	\$25.04

\$249,445.79



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 5, 2020

Prepared By: Gregory Harris, District Wastewater Engineer

Submitted By: Michael R. Davies, General Manager

Agenda Title

Discussion and Possible Action Authorizing Increase in The Denitrification and Wastewater Treatment Plant No. 1 Refurb Capital Project Budget in the Amount of \$850,000 to Install New Rotors at all Three Oxidation Ditches as Part of the Project.

Recommended Action

It is recommended that the Board take the following action:

- a. Authorizing Staff to Increase the budget for the Denitrification and Wastewater Treatment Plant No. 1 Refurb Project in the amount of \$850,000 to install new rotors at all three oxidation ditches as part of the project.

Executive Summary

Intermittently the wastewater treatment plant has been unable to keep up with biological load flowing into the plant, causing oxygen levels to fall below treatment levels throughout the day for hours at a time. This information was discovered in the fall of 2019 and happens to be consistent with the Wastewater Master Plan (The Plan) projections.

The Master Plan anticipated the existing rotors were not putting enough oxygen in the ditch and estimated the oxygen deficit. The Plan also provided a cost to supplement the rotors with oxygen to all three oxidation ditches. It was recommended to perform an oxygen transfer test to verify the actual oxygen deficit for the oxidation ditches as part of the final design.

The Town conducted oxygen testing at Wastewater Treatment Plant No. 1. The test noted that the existing rotors only put out about half the amount of oxygen required under the master plan.

It has been observed that the oxygen deficit is greater than was anticipated in the Master Plan before the oxygen testing took place. HERWIT Engineering has been investigating alternatives to provide the additional oxygen and has narrowed the selection down to the following two feasible alternatives.

The Alternatives are:

- 1) Add diffusers and aeration blowers to each oxidation ditch and keep the existing rotors.
- 2) Replace the existing rotors with newer more efficient and higher horsepower rotors from Evoqua.

HERWIT Engineering has completed an Aeration Alternatives Analysis outlining the costs and the pros and cons of each alternative. The results show a significant difference in the operations and maintenance between the two options, however there is a minimal cost differences for operations and maintenance between the two options.

The below cost break down details the two alternative options.

Alternative 1 Total Costs \$1,207,000

This plan would add diffusers and aeration blowers to each oxidations ditch and keep the existing rotors

Current Budget \$728,000

\$640,000 Plant 1 and Plant 2 Supplemental Aeration for the Rotors,

\$ 88,000 Plant 1 Launder Covers

Leaving a Net Project Deficit of \$479,000

Alternative 2 Total Costs \$2,052,000

This plan replaces the existing rotors with new, efficient, higher horsepower rotors

Current Budget \$1,208,000

\$640,000 Plant 1 and Plant 2 Supplemental Aeration for the Rotors,

\$88,000 Plant 1 Launder Covers

\$480,000 Plant Frame Electrical & Structure Rehab

Leaving a Net Project Deficit of \$844,000

Aeration Alternative 1 & 2 Financing Plan									
Alt. 1				Alt. 2					
			Cost	1,207,000.00				Cost	2,052,000.00
Description: Add diffusers and aeration blowers to each oxidation ditch and keep the existing rotors.				Description: Replace the existing rotors with newer more efficient and higher horsepower rotors from Evoqua.					
Plant	Project #	Description	Budgeted	Plant	Project #	Description	Budgeted		
1 & 2	7005/7018	Supplemental Aeration in Oxidation Ditches	640,000.00	1 & 2	7005/7018	Supplemental Aeration in Oxidation Ditches	640,000.00		
1	7005	Clarifier Launder Covers	88,000.00	1	7005	Clarifier Launder Covers	88,000.00		
				1	7018	Frame Elect. and Struct. Rehab.	480,000.00		
			Total	728,000.00				Total	1,208,000.00
			Net Project Deficit	(479,000.00)				Net Project Deficit	(844,000.00)
				Net Increase in Cost of Alternative No. 1				(365,000.00)	

Several meetings have been organized to review the pros and cons of each alternative with Veolia, Town Staff, and HERWIT Engineering. Based on these discussions, it is proposed that Alternative No. 2 provides the best long-term value to the District, is less complex, and easier to operate as well as alleviates potential noise concerns with operation at Wastewater Treatment Plant No .1.

Staff's recommendation is to proceed with Alternative 2 in the amount of \$2,052,000 installing new rotors at all three oxidation ditches. There are sufficient reserves to cover the cost of the Net Project Deficit of \$844,000.

Previous Relevant Board Actions for This Item

Approved Capital Improvement Budget for the Plant 1 Refurbishment and Denitrification project in the amount \$13.8 million.

Fiscal Impact: The new rotors will increase the cost of the Denitrification Project.

Amount Requested: \$850,000 in additional costs to install rotors at all three oxidation ditches.

Sufficient Budgeted Funds Available: Yes

Prog/Fund # Category:

Attachment

1. Discovery Bay Aeration Alternatives Analysis
2. Plant No. 1 Oxygen Test Report

Discovery Bay Aeration Alternative Analysis

	<u>Alt 1</u>	<u>Alt 2</u>
	Existing Rotors + Diffusers	Evoqua Rotors
<u>Capital Cost (Including Contractor Markups, Overhead, Profit)</u>		
Remove Existing Rotors	0	60,000
New Rotors, Installed	0	1,542,000
Blowers, Installed	450,000	0
Air Diffusion Systems, Installed	207,000	0
Piping	150,000	150,000
Electrical	400,000	300,000
Total Capital Cost	1,207,000	2,052,000
<u>Annual Average Actual Oxygen Requirement Breakdown, lb/d</u>		
Rotors (d)	2,300	6,400
Diffusers/Blowers	4,100	0
Total	6,400	6,400
<u>Annual Average Field Aeration Efficiency, lb/hp.hr (a)</u>		
Rotors	1.52	1.46
Diffusers/Blowers	2.73	---
Weighted Average	2.30	1.46
<u>Power Cost, \$ (b)</u>		
Annual Average	114,000	180,000
Present Worth (c)	1,696,000	2,678,000
<u>Operation and Maintenance Cost Differential (Net Alt 1 - Alt 2)</u>		
Annual Average	30,000	0
Present Worth (c)	446,000	0
Total Present Worth Cost	3,349,000	4,730,000

(a) From performance calculations.

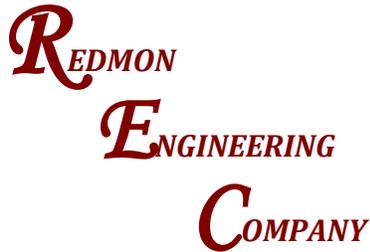
(b) Based on average cost input here, \$/kWH

0.15

(c) 20 years, 3% discount rate, Present Worth Factor = 14.8775

(d) For existing rotors, presume one inside and one outside per ditch at 75% of maximum power draw.

Alt 1, Existing Rotors + Diffusers		Alt 2, Evoqua Rotors	
Pro	Con	Pro	Con
Lowest capital cost			Highest capital cost
Diffusers have high aeration efficiency and can be used as primary aeration method, resulting in lowest annual power cost.	More complex operation, load allocation between rotors and diffusers at varying loads	Aeration efficiency substantially higher than existing rotors.	High efficiency operation requires reversing flow direction in ditches and additional piping modifications for mixed liquor recirculation.
	Rotor output still dependent on ditch water level, unless add vfds to rotors. In practice water level not adjusted.	Simple operation, DO control by automated rotor selection and rotor speed with VFDs.	
	Annual diffuser maintenance required, resulting in need to take ditches out of service.	New rotors easy to maintain, without taking ditches out of service.	
	Existing low efficiency rotors remain in service. Rotors at Plant 1 are 40 years old, remaining useful life not determined.	Eliminate existing less efficient rotors, some of which are very old.	
	More congested site, blowers on ditch islands, exposed aeration piping.		
	Rags and stringy materials escaping screens will accumulate on diffusers/piping, resulting in possible damage and added maintenance.		
	More difficult to drain and clean ditches with diffusers in the way.		
	protect diffusers even when ditch is out of service. Algae and mosquito mitigation required.		
	Unless we add a building around the blowers, the aeration blowers will make noise that likely can be heard by residences around Plant No. 1 . The cost of a building is not included in the cost breakdown.		
	Blower Filters will have to be replaced often possibly weekly given the amount of dust experienced at both Plant No. 1 and No.2		



PO Box 044258

Racine, Wisconsin 53404-7005

(414) 467-8993

Consulting Engineers

e-mail: redmonengineering@gmail.com

T May 27, 2020

Town of Discovery Bay CSD
Attn.: General Manager
Gregory Harris – HERWIT Engineering
1800 Willow Lake Road
Discovery Bay, CA 94505

Re: Town of Discovery Bay WWTP - Report of the Clean Water Test Results of the
Brush Aeration System

Dear Gregory,

As you know Redmon Engineering Company conducted a series of non-steady state oxygen transfer tests on the Brush Aeration System at Plant #1 for the Town of Discovery Bay, located in Contra Costa County, California. The oxidation ditch tested is approximately 70 feet wide by 350 feet long and was operating at a side water depth of 5.97 feet. The clean water testing took place from February 18 to 20, 2020. The attached report identifies the results of the testing program.

Following your review, should you have any comments or questions, please let me know.

Best regards,

REDMON ENGINEERING COMPANY

David T. Redmon, P.E.

**CLEAN WATER OXYGEN TRANSFER TEST
OF THE
BRUSH AERATION SYSTEM
AT THE
TOWN OF DISCOVERY BAY WWTP IN CONTRA COSTA COUNTY, CA**

February 2020

INTRODUCTION

Redmon Engineering Company was engaged by the Town of Discovery Bay to conduct a series of full-scale non-steady state clean water oxygen transfer tests on the brush aeration system installed at Plant 1, to document oxygen transfer performance characteristics of the system.

This document includes all the information regarding the tests conducted, the testing equipment and procedures followed, and the final results for the conditions tested.

The tests were conducted by David Redmon, of Redmon Engineering Company on February 18 to 20, 2020 under the direction of Gregory Harris of HERWIT Engineering. Assistance was provided by plant staff and Veolia.

DESCRIPTION OF TESTING PROCEDURES AND EQUIPMENT

The Clean Water Oxygen Transfer Tests presented in this document have been carried out by Redmon Engineering Company following the procedures described in the ASCE Standard "A Standard for the Measurement of Oxygen Transfer in Clean Water,"

The Town of Discovery Bay California – Non-Steady State Oxygen Transfer Test
Results of the Brush Aeration System

May 27, 2020

Page 2

(ASCE/EWRI 2-06).

Summary of Method

The test method is based upon removal of dissolved oxygen from the water volume by sodium sulfite followed by reaeration to near the saturation level. The dissolved oxygen inventory of the water volume is monitored during the reaeration period by measuring dissolved oxygen concentrations at several sampling points selected to best represent the tank contents.

The data obtained at each determination point are then analyzed by a simplified mass transfer model to estimate the apparent mass transfer coefficient, K_La , and the steady state dissolved oxygen saturation concentration, C^* . The basic model is given by:

$$C = C^* - (C^* - C_0) \exp(-K_La t)$$

Where:

C = dissolved oxygen concentration, mg/l

C^* = determination point value of the steady DO concentration at time approaches infinity, mg/l,

C_0 = DO concentration at time zero, mg/l, and

K_La = determination point value of the apparent volumetric mass transfer coefficient, 1/hr.

The Town of Discovery Bay California – Non-Steady State Oxygen Transfer Test
Results of the Brush Aeration System

May 27, 2020

Page 3

The differentiated form of the above equation, known as the Log Deficit Method, was used to determine the overall value of K_{La} for each test.

$$K_{La} = \text{Ln} ((C^* - C_1)/(C^* - C_2))/(t_2 - t_1)$$

Where:

Ln = is the natural log

C^* =. is the saturation value measured at the end of the test

C_1 & C_2 = the dissolved oxygen concentration at times 1 and 2

t_1 & t_2 = times 1 and 2.

The above equation yields a linear regression of the natural log of the DO deficit versus time. In this test, the average DO data representing approximately 20% to 90% of the DO saturation value was employed to fit the above equation during reaeration period. In this way, an overall estimate of K_{La} is obtained. This estimate is adjusted to standard conditions (20°C water temperature, zero DO concentration and one atmosphere – 29.92 inches mercury) and the standard oxygen transfer rate (SOTR) is obtained as the product of the overall K_{La} value, corresponding adjusted determination point C^*_{∞} value, and the tank volume.

$$\text{SOTR} = K_{La20} (C^*_{\infty20}) V$$

The Town of Discovery Bay California – Non-Steady State Oxygen Transfer Test
Results of the Brush Aeration System

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Where:

K_{La20} = determination point value of K_{La} corrected to 20°C;

$C^*_{\infty 20}$ = determination point value of steady-state DO concentration corrected to 20°C and a standard barometric pressure of 1.00 atmospheres;

V = liquid volume of test water in the test tank when the aerator(s) is turned off.

The standard aeration efficiency (SAE), or rated of oxygen transfer per unit of power input, is often of interest and is computed by the following expression:

$$\text{SAE} = \text{SOTR} / \text{Power Input.}$$

Description of the Aeration System and Test Basin

The activated sludge portion of the Town of Discovery Bay Wastewater Treatment Facility (Plant 1) consists of a single looped reactor. The basin is approximately 350 feet in length and has a total width (in plan view) of about 110 feet. The channel width is about 44.5 feet at the top and has a flat bottom that is 29.0 feet wide. The side slopes on either side of the channel have a one-to-one slope. For the non-steady state clean water tests in question, the aeration basin was operated at a side water depth of 5.97 feet. The aeration system is a Lakeside Brush surface aeration system (4 - 30 horsepower brush rotors) and is installed in the test basin according to the design drawings. The test basin was filled with potable water. A plan view of the

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basin with is shown in Figure 1 along with the DO probe locations. Also, shown in Figure 1 are the four brush rotors. The two inside rotors are referred to as Rotors #1 and #3, while the two outside rotors are referred to as Rotors #2 and #4. The total volume of water in the basin has been computed to be 1,050,000 gallons.

TEST PROCEDURE

The tests have been conducted following the procedures described in the ASCE Standard ASCE/EWRI 2-06, “A Standard for the Measurement of Oxygen Transfer in Clean Water.”

Deoxygenation

Deoxygenation of the test water was achieved by the addition of anhydrous sodium sulfite (Na_2SO_3) in excess of the stoichiometric amount required for the removal of all dissolved oxygen present in the test water, using cobalt sulfate heptahydrate ($\text{CoSO}_4 \cdot 7\text{H}_2\text{O}$) as a catalyst. In order to assure uniform distribution of the cobalt catalyst, it was dissolved in water and added to the test basin with the aeration system running for several hours before the first addition of sodium sulfite. A total of 4.6 kilograms (10.1 pounds) of the cobalt sulfate heptahydrate was added to the test basin to yield a cobalt ion concentration of approximately 0.20 mg/l. The ASCE Standard requires that the cobalt ion concentration be in the range of 0.10 to 0.50 mg/l.

As a matter of convenience the sodium sulfite was added as a dry powder at the

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two locations (at the inlet side of the brush rotors). Enough sodium sulfite was added to increase the total dissolved solids by about 150 mg/l per test (approximately 1,000 lbs per test). Care was taken to add the sulfite slowly by moving the bags back and forth. The sulfite was dry and there were no lumps present. The sulfite was added with the brush aerators operating at the specified condition and at the desired side water depth. For all eight test runs the bags of sodium sulfite were added on about 30 second intervals. In all cases, a dissolved oxygen concentration of less than 0.50 mg/l was achieved in all areas of the test volume for at least five minutes.

Measurement of Oxygen Transfer

Determination of dissolved oxygen concentration in the different areas of the test tank was done using five Yellow Springs Instruments (YSI) Model 52 Dissolved Oxygen Meters and membrane probes. All DO probes were fitted with 1.0 mil membranes. Location of the DO probes in the test basin is shown in Figure 1. With the meters and probes in place in the test basin, they were calibrated to the appropriate surface saturation value (correcting for water temperature and local barometric pressure) after the aerators had been operating for several hours.

The DO versus time data for each non-steady state test run was logged on 30 second intervals. All four of the dissolved oxygen meters were automatically logged to an Excel spreadsheet.

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TEST PROGRAM

The testing program was designed by Gregory Harris of HERWIT Engineering. A total of eight (8) test runs were conducted. Two sets of runs were made with all four rotors in operation. Two sets of runs were also made with both Aerators 1, 3, and 4, and Aerators 2, 3, and 4 running. Single runs were made with Aerators 1 and 3, and 2 and 4 in operation.

Power Measurements

Readings of frequency (hertz), current, voltage, and power factor were taken manually from the electrical panels in the motor control center. These readings were obtained by the plant staff electrician, and in several cases with the assistance of Gregory Harris, while the individual oxygen transfer test runs were being conducted. In some cases, measurements were also made at a later time under the same operating conditions.

Test Conditions and Results

Table 1 summarizes the non-steady state results for each of the test runs.

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This table includes the test run number, the aerators running, the side water depth, the liquid volume, the water temperature, Kla_{20} , C^*_{20} , the standard oxygen transfer rate (SOTR), the total power input, and the standard aeration efficiency (SAE). These values all pertain to the oxygen transfer performance in potable water.

Table 2 contains a summary of the power data as assembled by Gregory Harris. For each test run the average voltage and amperage values are presented for each rotor that was in operation. At the bottom of Table 2 is the total power value for each test run, in both kilowatts and horsepower. These values were used to compute the Standard Aeration Efficiency (SAE – pounds of oxygen transferred per horsepower). In each case the Standard Oxygen Transfer Rate (pounds of oxygen transferred per hour in potable water) was divided by the total power input to compute the SAE value for each test run.

Discussion

The data presented in Table 1 indicate that the SOTR of the aeration system is directly proportional to the power input. This is not surprising. Of interest is the difference of power draw for the two inside rotors and compared to the two outside rotors. The two inside rotors on average had a power draw of 21.5 horsepower for all eight test runs, while the two outside rotors had an average power draw of 16.1 horsepower. Thus the inside rotors power draw was approximately 1.33 times that of

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the outside rotors. The difference in power draw appears to be related to the liquid velocity approaching each rotor. It is apparent that the liquid velocity on the outside of the channel is faster than it is on the inside of the channel. Also, as the flow rounds the corner of the mid-wall, there is an eddy current on the inside of the channel just ahead of the inside rotor. One can see that the approach velocity is significant slower than at the same location on the outside of the channel.

The impact of the above discussion is plainly seen when comparing the results of Test Run #6 (with only the two inside rotors running) with that of Test Run #8 (with only the two outside rotors running). When the two inside rotors were running the total Standard Oxygen Transfer Rate was 90.5 pounds of oxygen per hour and when the two outside rotors were running the transfer rate was only 67.6 pounds per hour. The SOTR with the two inside rotors running is 1.33 times that when only the two outside rotors were running.

As would be expected, the highest total oxygen transfer rate was obtained when all four rotors were running. As was indicated earlier, the total mass of oxygen transferred in each test is directly proportional to the total power input. The average Standard Aeration Efficiency (SAE) for all eight test runs is 2.49 pounds of oxygen per horsepower-hour. The standard deviation of these runs is 0.0811, and the standard deviation divided by the mean is 0.0326. This data indicates very little variation in the SAE for all eight test runs, regardless of which rotors were operating.

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Appendix I contains the dissolved oxygen versus time data that was logged for each test run. Also presented are plots of the individual probe values versus time and the average DO value from all four probes versus time. At the very bottom, for each test run, the log deficit plot and the trend line for each data set is presented.

**CLEAN WATER OXYGEN TRANSFER TESTS
OF THE
BRUSH AERATION SYSTEM
AT THE
DISCOVERY BAY WWTF**

**PERFORMED ON BEHALF OF:
THE TOWN OF DISCOVERY BAY
DISCOVERY BAY, CALIFORNIA**

**CONDUCTED
February 18-20, 2020**

**PERFORMED BY:
*REDMON ENGINEERING COMPANY***

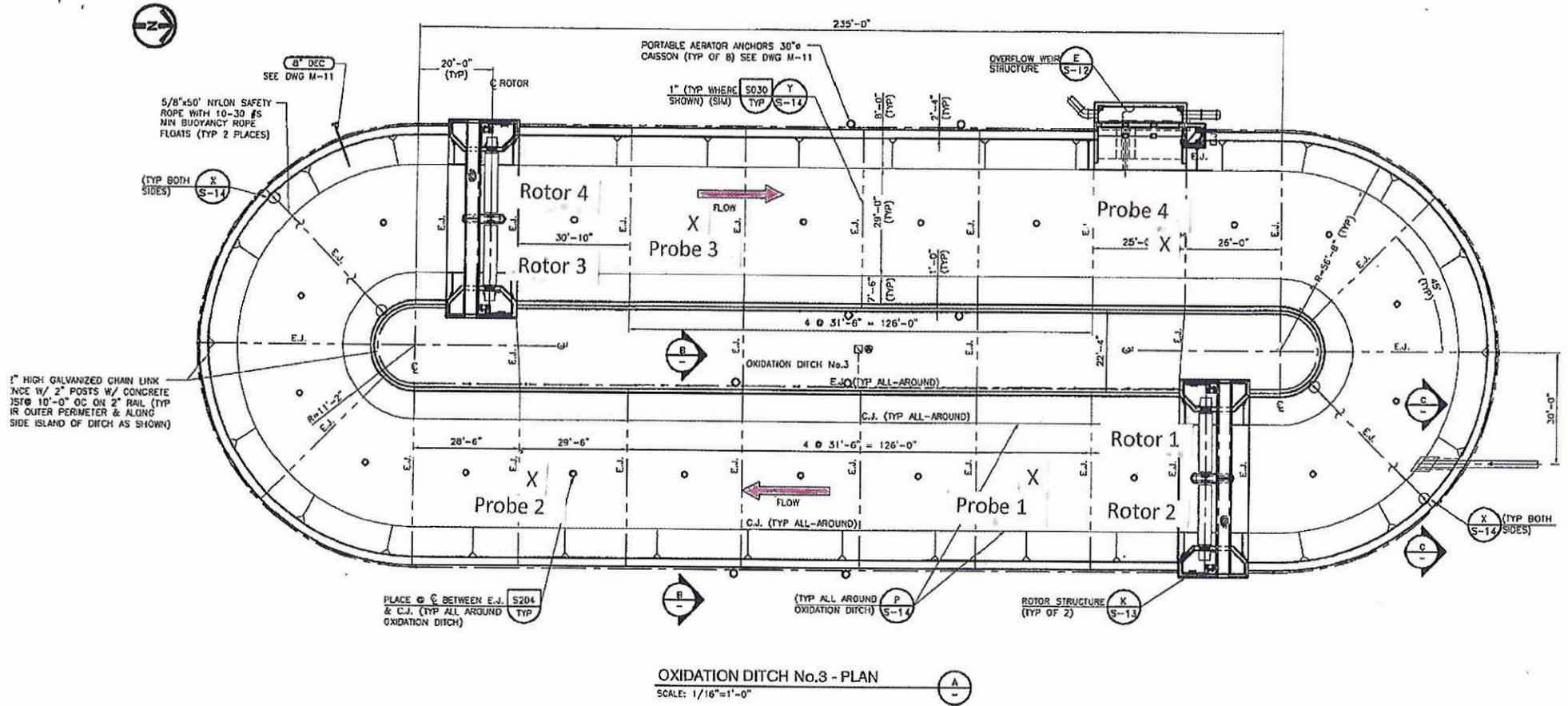
**PO Box 044258
Racine, Wisconsin 53404**

(414) 467-8993

A P P E N D I X I

**NON-STEADY STATE TEST DATA
AND
DATA ANALYSIS**

FIGURE 1 - TOWN OF DISCOVERY BAY AERATION BASIN PLAN VIEW
 PROBE LOCATIONS FOR CLEAN WATER TESTS CONDUCTED FEBRUARY 2020



Power Input	SOTR
26.96	67.6
38.12	90.5
44.65	108.9
45.6	112.9
50.47	122.9
53.1	132.8
60.31	153.7
59.76	157.5

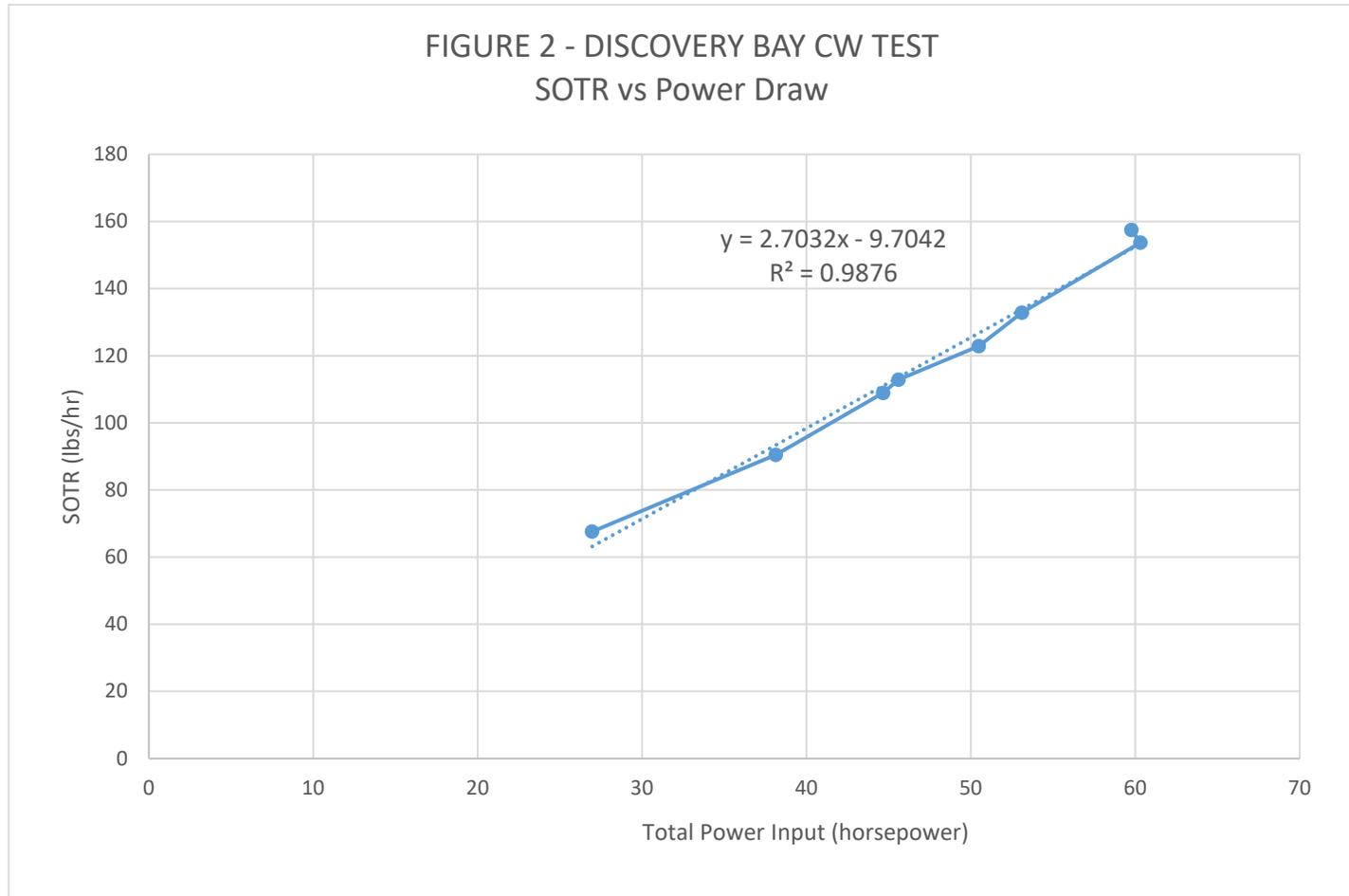


TABLE 1 - SUMMARY OF CLEAN WATER TEST RESULTS FOR DISCOVERY BAY

Test #	Aerators Running	Side Water Depth (feet)	Basin Volume (gallons)	Water Temp. (degrees Celcius)	Kla 20 (1/hr)	C*20 (mg/l)	SOTR (lbs/hr)	Power Input - Total (hp)	SAE (lbs/HP-hr)
1	1, 3, & 4	5.92	1,050,000	12.9	1.669	9.09	132.8	53.10	2.50
2	2, 3, & 4	5.92	1,050,000	13.6	1.369	9.09	108.9	44.65	2.44
3	1, 2, 3, & 4	5.92	1,050,000	12.1	1.976	9.09	157.5	59.76	2.64
4	2, 3, & 4	5.92	1,050,000	12.5	1.419	9.09	112.9	45.60	2.48
5	1, 3, & 4	5.92	1,050,000	13.0	1.544	9.09	122.9	50.47	2.44
6	1 & 3	5.92	1,050,000	13.4	1.137	9.09	90.5	38.12	2.37
7	1, 2, 3, & 4	5.92	1,050,000	12.1	1.932	9.09	153.7	60.31	2.55
8	2 & 4	5.92	1,050,000	13.0	0.85	9.09	67.6	26.96	2.51

TABLE 2 - POWER DRAW DATA FOR CLEAN WATER TESTING - DISCOVERY BAY

	Test 1	Test 2	Test 3	Test 4	Test 5	Test 6	Test 7	Test 8
Rotor #1- Ave Volts	478.7	--	478.0	--	478.3	479.3	478.0	--
Rotor #1- Ave amps	20.4	--	21.5	--	20.8	21.0	20.6	--
Rotor #2- Ave Volts	--	475.7	477.7	477.3	--	--	477.7	477.0
Rotor #2- Ave amps	--	16.0	15.4	15.9	--	--	17.8	16.2
Rotor #3- Ave Volts	478.7	475.3	477.7	478.0	478.3	479.7	477.7	--
Rotor #3- Ave amps	24.5	22.8	20.9	22.9	22.4	22.8	20.3	--
Rotor #4- Ave Volts	476.3	475.7	477.7	477.3	478.0	--	478.0	477.0
Rotor #4- Ave amps	17.4	15.6	15.2	16.1	16.6	--	14.6	16.7
Total Power -kW	39.61	33.31	44.58	34.02	37.65	28.44	44.99	20.11
Total Power -hp	53.09	44.65	59.76	45.6	50.47	38.12	60.31	26.96



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 5, 2020

Prepared By: Gregory Harris, District Wastewater Engineer

Submitted By: Michael R. Davies, General Manager

Agenda Title

Discussion and Possible Action to Redirect Budgeted Funds Planned for Wastewater Treatment Plant No. 1 Core Process Improvements to a New Oxidation Ditch at Wastewater Treatment Plant No. 2 as Part of the Denitrification Project.

Recommended Action

It is recommended that the Board take the following action:

- a. Authorize Staff to increase the budget for the Denitrification and Wastewater Treatment Plant No. 1 Refurb Project in the amount of \$550,000.
- b. Authorize Staff to redirect money planned to be spent rehabilitating Wastewater Treatment Plant No. 1 and instead build a new Oxidation Ditch No. 4 at Wastewater Treatment Plant No. 2.

Executive Summary

This discussion is separate and independent of the discussion on supplemental aeration/new rotors previously brought up for the Denitrification Project.

As part of the wastewater master plan for the denitrification project, approximately \$3.1 million is planned to make repairs to the oxidation ditch and clarifiers at Plant No. 1. These repairs are necessary to provide the full redundancy and capacity for build out of the remaining connections in the Town's current service area. The master plan was previously accepted by the Town Board and funding for the improvements included in the current CIP.

As part of the recent staff changeover at Veolia, new staff have been reviewing plans for the Denitrification Project and proposed changes that might save money for the Town or improve the process. HERWIT Engineering has been evaluating those recommendation as part of weekly meetings with the Town and Veolia on the Denitrification Project.

Several suggestions from Veolia were evaluated by staff. One suggestion was to not build the Clarifiers at Plant No.2 at all, or at least not as part of the current Denitrification Project. While this will not work, it led to the discussion of an alternative where we do not spend any money at Plant No. 1 on core process improvements to the oxidation ditch and clarifiers and instead just build Oxidation Ditch No.4 at Plant 2. This alternative showed promise and was analyzed further because of the many benefits it would provide the Town.

One of the benefits of this alternative is that the Town is investing its money in new facilities that will last a lot longer and will be suitable for 24-hour 7 days a week operation. The rehabilitation of Plant No. 1 would only make Plant No. 1 functional in a backup capacity to Plant No. 2.

HERWIT Analyzed the Oxidation Ditch No. 4 Alternative for process impacts, physical implementation impacts, and cost impacts to the Denitrification Project. A drawing of Oxidation Ditch No. 4 at Plant No. 2 is attached for reference.

Process Impacts

Per the Wastewater Master Plan, current Average Annual Flow (AAF) for the Town is 1.32 million gallons per day (MGD). The build out flow for everything in the current service boundary of the Town is an AAF of 1.63 MGD. Adding Oxidation Ditch No. 4 to Plant No. 2 and not building any clarifiers at Plant No. 1 or No. 2 takes the plant capacity to approximately 1.54 MGD with back up redundancy. The limiting factor is the number of clarifiers when one clarifier is out of service in the winter. At some point in the future, when the plant flows reach 1.54 MGD, the Town would have to build Clarifier No. 6 (4th Clarifier at Plant No. 2) to accommodate the remaining development in the current service boundary. A copy of

Table 5-12 from the wastewater master plan detailing the current and future flows and loads for the Town is attached to this report for reference.

The Town has several near term developments for Pantages, Newport Point, and Hofmann. The wastewater master plan indicates the new wastewater flow per equivalent dwelling unit (Single Family Home) is 235 gallons per day. Building Oxidation Ditch No. 4 only at plant No. 2 would accommodate 936 new connections before reaching 1.54 MGD. This number of connections seems to accommodate the near term developments for the Town. After that point, the Town would need to build Clarifier No. 6 at Plant No. 2 to accommodate the final buildout lots in the existing service area.

The recently discussed Cechinni ranch project is not in the Town's service district. If this project progresses, they would be required to construct a new oxidation ditch, anoxic basin, Return Activate Sludge and Waste Activated Sludge (RAS)/(WAS) pump station and two new clarifiers. The plan would then be for Cechinni to demolish and construct new facilities at Plant No. 1. In this way, the Town would have all new facilities going forward.

From an operations point of view, having Oxidation Ditch No. 4 at Plant No.2 is a vast improvement in process control over having it at Plant No. 1. Gravity flow piping and flow splitting between Ditches No. 2, 3 and 4 at Plant 2 allows any of the ditches to easily be brought on line and rotated in and out of service. The complexity of starting Plant No. 1 from scratch with its additional facilities, flow splitting, and mixed liquor intertie requirements to Plant No. 2 has prevented Plant No. 1 from operating over the past 3 years. This alternative also saves the operation and maintenance costs of operating the ancillary equipment at Plant No. 1 required to service Oxidation Ditch No. 1, including the Plant No. 1 influent valve station, two clarifiers, clarifier lift pumps, RAS Pumps, WAS Pumps, and the headworks screen.

Physical Implementation Impacts

Oxidation Ditch No. 4 was originally envisioned to be built at Plant No. 2 with 2 supporting clarifiers and a RAS/WAS pump station. This drove the cost up substantially in the Master Plan analysis of moving Plant No. 1 to Plant No. 2. HERWIT has figured out a way to integrate Oxidation Ditch No. 4 into the existing Plant No. 2 facilities without initially building any more clarifiers or an additional RAS/WAS pump station. Clarifier No. 6 (4th Clarifier at Plant No. 2) needed for buildout, can also be accommodated as a future construction item. This overcomes a major hurdle to this alternative. HERWIT now deems this alternative feasible with the process impacts noted above.

HERWIT is currently reviewing ways to construct all the new facilities at Plant No. 2 without having to restart Plant No. 1. This will save time and reduce risk during construction.

Cost Impacts

Costs to construct Oxidation Ditch No. 4 at Plant No. 2 were developed based on the construction costs to build Oxidation Ditch No. 3 in 2014. These costs were then escalated for inflation at 3% a year for 8 years to match the midpoint of construction for the Denitrification Project. The total cost is estimated at \$3.69 million. A detailed cost breakdown is attached.

The cost of improvements scheduled for Plant No. 1 under the Denitrification Project/CIP 7005 is attached. \$4.489 million is planned for Plant No. 1. The potential savings at Plant No. 1 if Oxidation Ditch No. 4 is constructed at Plant No. 2 range from \$3.14 Million to \$3.45 Million, depending on options for using contingency budget and demolition work at Plant No. 1. One of the reasons for the contingencies in the total project budget is due to the unknowns that we will undoubtedly find once construction starts at Plant No. 1. By eliminating construction activities on the Clarifiers, Oxidation Ditch, and Motor Control Center at Plant No. 1, we feel confident that far less contingency money will be needed for the project. Contractor overhead should also be less by not having to continually cross Hwy 4 during construction or have two staging areas. Construction management and inspection costs may be less since there will be fewer unknowns that will need to be dealt with during construction. The long term operating costs for the Town for not maintaining and operating Plant No. 1 will also be less under this alternative. Veolia may have less costs for not having to maintain and operate Plant No. 1 which may translates to less operating costs for Veolia's Operations contract with the Town.

The estimated net increase in cost to build Oxidation Ditch No. 4 and abandon the core facilities at Plant No. 1 is then \$240,000 to \$550,000.

The cost to build Clarifier No. 6 (4th Clarifier at Plant No. 2) is estimated at \$2.5 Million. This cost would be incurred by the District five (5) or more years in the future to accommodate growth inside the existing service boundary beyond Pantages, Newport Pointe, and Hofmann.

Previous Relevant Board Actions for This Item

Acceptance of the 2019 Wastewater Master Plan
Adoption of the current CIP

Fiscal Impact:

Amount Requested:

Sufficient Budgeted Funds Available?:

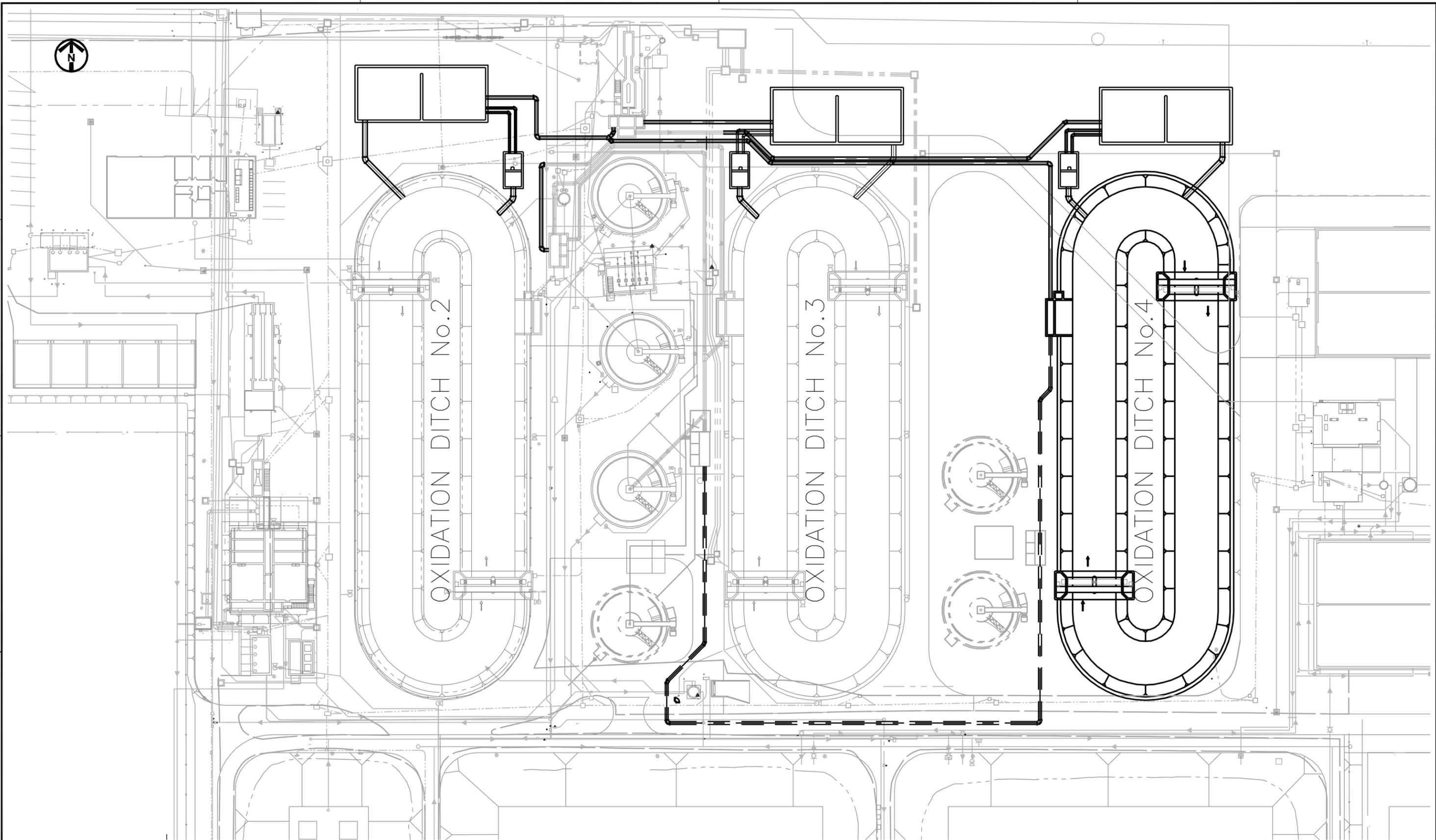
Prog/Fund # Category:

Attachments

1. Drawing of Oxidation Ditch No. 4 at Plant No. 2.
2. Table 5-12 from the Wastewater Master Plan.
3. Detailed cost breakdown estimated at \$3.69 million.

AGENDA ITEM: G-2

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SITE PLAN
SCALE: 1"=30'

30% SUBMITTAL

REV.	DATE	BY	DESCRIPTION

FILENAME: _____

DESIGNED KAG	DISCIPLINE ENGINEER
DRAWN IG	
CHECKED GPH	
DATE JUNE 2020	

PROJECT ENGINEER

HERWIT
ENGINEERING



TOWN OF
DISCOVERY BAY
CONTRA COSTA
COUNTY

DISCOVERY BAY COMMUNITY SERVICES DISTRICT
 DENITRIFICATION
 CML
 PLANT No.2 - OXIDATION DITCH No.4
 YARD PIPING - PLAN

VERIFY SCALES
 BAR IS ONE INCH ON
 ORIGINAL DRAWING
 0 1"

IF NOT ONE INCH ON
 THIS SHEET, ADJUST
 SCALES ACCORDINGLY

JOB NO.
 2019-135 T01
 DRAWING NO.
C-XXX
 SHEET NO.
 OF XX

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

Wastewater Flows and Loads

Table 5-12 Existing and Future Flows and Loads

Parameter (a)	Existing (b)	Increment (c)	Baseline Future (d)	Alternate Future (e)	Previous Master Plan Future (f)
Flow Ratios					
ADWF/AAF	1.0	1.0	1.0	1.0	0.97
ADMMF/AAF	1.2	1.2	1.2	1.3	1.1
PDF/AAF	2.1	2.1	2.1	2.8	2.0
PHF/AAF	3.0	3.0	3.0	4.3	3.0
Load Ratios					
ADMML/AAL	1.3	1.3	1.3	1.3	1.3
PDL/AAL	2.0	2.0	2.0	2.0	2.0
Flow, Mgal/d					
ADWF	1.32	0.31	1.63	0.98	2.35
AAF	1.32	0.31	1.63	0.98	2.42
ADMMF	1.58	0.37	1.96	1.30	2.66
PDF	2.77	0.65	3.42	2.77	4.84
PHF	3.96	0.93	4.89	4.24	7.26
Annual Average Load, lb/d					
BOD	3,027	711	3,738	3,738	4,037
TSS	3,027	711	3,738	3,738	4,037
TKN	605	142	748	748	807
Average Day Maximum Monthly Load, lb/d					
BOD	3,936	924	4,860	4,860	5,248
TSS	3,936	924	4,860	4,860	5,248
TKN	787	185	972	972	1,050
Average Constituent Concentrations, mg/L					
BOD	275	275	275	459	200
TSS	275	275	275	459	200
TKN	55	55	55	92	40
Constituent Concentrations with ADMMF and ADMML					
BOD	298	298	298	448	236
TSS	298	298	298	448	236
TKN	60	60	60	90	47
Constituent Concentrations with AAF and ADMML, mg/L					
BOD	358	358	358	597	260
TSS	358	358	358	597	260
TKN	72	72	72	119	52

- (a) ADWF = Average Dry Weather Flow, AAF = Annual Average Flow, ADMMF = Average Day Maximum Monthly Flow, PDF = Peak Day Flow, PHF = Peak Hour Flow
AAL = Annual Average Load, ADMML = Average Day Maximum Monthly Load
- (b) Based on AAF = 1.32 Mgal/d as of March 31, 2018.
- (c) Average incremental flow from Table 5-11.
- (d) Baseline future presumes per capita flows remain same as existing (83.5 gal/d, average).
Flow and load peaking factors assumed same as existing.
- (e) Alternate Future presumes extreme water conservation with average per capita flow of 50 gal/d.
Differences between average flows and peak flows assumed same as Baseline Future.
Flow peaking factors adjusted per above. Loads assumed same as Baseline Future.
- (f) Final Master Plan dated February 13, 2013, Including Amendment 1.



Plant No. 1 CIP Items

CIP 7005 Wastewater Treatment Plant 1 Refurbishment	Unit Cost	Saved for Ox Ditch No. 4
Supplemental Aeration in Oxidation Ditches	\$ 213,333	\$ 213,333
SCADA Networking Improvements	\$ 45,333	\$ 45,333
Influent Pump Station Grating	\$ 12,000	
Oxidation Ditch Structural Rehab and Guardrail Repair	\$ 665,000	\$ 665,000
Clarifiers Structural Rehab	\$ 66,000	\$ 66,000
Clarifiers Mechanical Replacement and Upgrade	\$ 718,000	\$ 718,000
MCC-C Replacement	\$ 333,000	\$ 333,000
MCC-C Standby Power	\$ 199,000	\$ 199,000
Headworks Grating	\$ 34,000	\$ 34,000
Storm Drainage Improvements	\$ 30,000	
Transfer Station Instrumentation and Controls	\$ 30,000	\$ 30,000
Demolish Existing Abandoned Facilities	\$ 134,000	
Extend Pump Sta. F Force main to Pump Sta. W Manhole	\$ 30,000	
Coat Electrical Cabinets at Influent Pump Sta.	\$ 6,000	
Pump Sta. W Isolation Valve	\$ 24,000	
Oxidation Ditch Rotor Frame Elect. and Struct. Rehab.	\$ 480,000	\$ 480,000
Clarifier Launder Covers	\$ 108,000	\$ 88,000
CEQA Permitting	\$ 4,000	
Surveying	\$ 10,000	
Engineering & Design	\$ 335,224	
Construction Management & Engineering Support	\$ 343,060	
Geotechnical Inspection	\$ 10,000	
TODB Project Management	\$ 42,000	
Project Contingency	\$ 350,036	
Inflation to midpoint of Construction	\$ 267,720	\$ 267,720
Total	\$ 4,489,707	\$ 3,139,387
Total Cost of New Ox Ditch at Plant No. 2		\$ 3,690,510
Credit from Plant No. 1 CIP		\$ (3,139,387)
Net Cost to Move Ox Ditch to Plant No. 2		\$ 551,124

Plant No. 1 CIP Items (Least Cost Option)

CIP 7005 Wastewater Treatment Plant 1 Refurbishment	Unit Cost	Saved for Ox Ditch No. 4
Supplemental Aeration in Oxidation Ditches	\$ 213,333	\$ 213,333
SCADA Networking Improvements	\$ 45,333	\$ 45,333
Influent Pump Station Grating	\$ 12,000	
Oxidation Ditch Structural Rehab and Guardrail Repair	\$ 665,000	\$ 665,000
Clarifiers Structural Rehab	\$ 66,000	\$ 66,000
Clarifiers Mechanical Replacement and Upgrade	\$ 718,000	\$ 718,000
MCC-C Replacement	\$ 333,000	\$ 333,000
MCC-C Standby Power	\$ 199,000	\$ 199,000
Headworks Grating	\$ 34,000	\$ 34,000
Storm Drainage Improvements	\$ 30,000	
Transfer Station Instrumentation and Controls	\$ 30,000	\$ 30,000
Demolish Existing Abandoned Facilities	\$ 134,000	\$ 134,000
Extend Pump Sta. F Force main to Pump Sta. W Manhole	\$ 30,000	
Coat Electrical Cabinets at Influent Pump Sta.	\$ 6,000	
Pump Sta. W Isolation Valve	\$ 24,000	
Oxidation Ditch Rotor Frame Elect. and Struct. Rehab.	\$ 480,000	\$ 480,000
Clarifier Launder Covers	\$ 108,000	\$ 88,000
CEQA Permitting	\$ 4,000	
Surveying	\$ 10,000	
Engineering & Design	\$ 335,224	
Construction Management & Engineering Support	\$ 343,060	
Geotechnical Inspection	\$ 10,000	
TODB Project Management	\$ 42,000	
Project Contingency	\$ 350,036	\$ 175,018
Inflation to midpoint of Construction	\$ 267,720	\$ 267,720
Total	\$ 4,489,707	\$ 3,448,405
Total Cost of New Ox Ditch at Plant No. 2		\$ 3,690,510
Credit from Plant No. 1 CIP		\$ (3,448,405)
Net Cost to Move Ox Ditch to Plant No. 2		\$ 242,106

Oxidation Ditch No. 4 Costs based on Previous Oxidation Ditch No. 3 Construction Cost

	Description		Previous Construciton Cost
SITE WORK			
1	Pothole	1 LS	\$ 16,000.0
2	Dewater Pipelines	1 LS	\$ 42,000.0
3	24" ML to Ox Ditch Inlet	1 LS	\$ 149,500.0
4	24" ML to Ox Ditch Outlet	1 LS	\$ 175,500.0
5	Shoring for 16" SE Line	1 LS	\$ 15,000.0
6	Ductbank to PB-34	1 LS	\$ 24,000.0
7	Ductbank to PB-31	1 LS	\$ 28,000.0
8	Ductbank to PB-32	1 LS	\$ 27,000.0
9	Misc Conduits	1 LS	\$ 50,000.0
10	Light Poles	1 LS	\$ 10,000.0
11	Pull Wire	1 LS	\$ 65,000.0
12	Sawcut/Demo AC	1 LS	\$ 8,000.0
13	Agg Base Roadway	1 LS	\$ 12,000.0
14	Aggregate Base	1 LS	\$ 60,000.0
15	AC Paving	1 LS	\$ 50,000.0
16	Trench Patch	1 LS	\$ 16,000.0
FLOW SPLITTER #2			
17	Drain Ox Ditch #2	1 LS	\$ 3,000.0
18	Isolate Flow Splitter	1 LS	\$ 4,000.0
19	Demo Splitter	1 LS	\$ 7,500.0
20	Grout	1 LS	\$ 1,500.0
21	Slide gates	1 LS	\$ 16,250.0
22	Handrail/Metals/Weirs	1 LS	\$ 15,000.0
Oxidation Ditch NO. 4			
23	Dewater Ox Ditch	1 LS	\$ 90,000.0
24	Clear & Grubb	1 LS	\$ 12,000.0
25	Excavate/Haul Peat	1 LS	\$ 24,000.0
26	Mass Excavation/Haul	1 LS	\$ 95,000.0
27	Grade Bottoms/Slopes	1 LS	\$ 24,000.0
28	Backfill Center	1 LS	\$ 26,000.0
29	Excavate/ABC Overflow	1 LS	\$ 9,000.0
30	Overflow Structure-Lower Slab	1 LS	\$ 19,000.0
31	Overflow Structure-Lower Walls	1 LS	\$ 16,000.0
32	Backfill/ABC Upper Slab	1 LS	\$ 4,000.0
33	Overflow Structure-Upper Slab	1 LS	\$ 23,000.0
34	Overflow Structure-Upper Walls	1 LS	\$ 30,000.0
35	Backfill Overflow	1 LS	\$ 6,000.0
36	Slide gates	1 LS	\$ 60,000.0
37	Scum Pump	1 LS	\$ 15,000.0
38	Handrail/Metals/Baffles	1 LS	\$ 20,000.0
39	Scum Pump Piping	1 LS	\$ 10,000.0
40	Electrical at Overflow	1 LS	\$ 25,000.0
41	Exc/ABC at Rotors	1 LS	\$ 18,000.0
42	Rotor Structure-Slabs	1 LS	\$ 80,000.0
43	Rotor Structure-Lower Walls	1 LS	\$ 90,000.0
44	Rotor Structure-Walkways	1 LS	\$ 30,000.0
45	Rotor Structure-Upper Walls	1 LS	\$ 85,000.0
46	Rotor Structure Fillets	1 LS	\$ 3,000.0
47	Backfill Rotor Structures	1 LS	\$ 10,000.0

Oxidation Ditch No. 4 Costs based on Previous Oxidation Ditch No. 3 Construction Cost

	Description		Previous Construciton Cost
48	FRP Covers		\$ 30,000.0
49	Sump Pumps	1 LS	\$ 20,000.0
50	PD/PW Piping	1 LS	\$ 21,000.0
51	Handrail/Metals	1 LS	\$ 26,000.0
52	Electrical at Rotors	1 LS	\$ 30,000.0
53	Inlet Structure	1 LS	\$ 11,000.0
54	Excavate Thickened Edges	1 LS	\$ 16,000.0
55	Grade/ABC Ox Ditch	1 LS	\$ 70,000.0
56	Form/Strip Edges #1	1 LS	\$ 25,000.0
57	Rebar #1	1 LS	\$ 12,000.0
58	PRV/Embeds	1 LS	\$ 6,000.0
59	Shotcrete #1	1 LS	\$ 120,000.0
60	Expansion Joints	1 LS	\$ 8,000.0
61	Form/Strip Edges #2	1 LS	\$ 25,000.0
62	Rebar #2	1 LS	\$ 12,000.0
63	Shotcrete #2	1 LS	\$ 120,000.0
64	CL Fencing	1 LS	\$ 20,000.0
65	Shotcrete Center	1 LS	\$ 25,000.0
66	Caulk	1 LS	\$ 6,000.0
67	Misc Equipment	1 LS	\$ 4,000.0
68	Paint Ox Ditch	1 LS	\$ 26,000.0
69	Water Test Ox Ditch	1 LS	\$ 5,000.0
70	Startup Aerators	1 LS	\$ 4,000.0
	MCC BLDG		
71	Purchase MCC	1 LS	\$ 45,000.0
72	Install MCC/PLC	1 LS	\$ 13,000.0
73	Interior Electrical	1 LS	\$ 12,000.0
74	Pull Wire	1 LS	\$ 9,000.0
75	Terminate	1 LS	\$ 4,000.0
76	Test Gear	1 LS	\$ 9,000.0
	Misellaneous		
77	Additional Peat Removal	1 LS	\$ 27,496.0
78	Rebar at Ox Ditch Center	1 LS	\$ 13,755.0
79	Moisture Conditioning	1 LS	\$ 20,000.0
80	Haul/Surcharge Dirt	1 LS	\$ 10,104.0
	Total Construction Cost April 2014		\$ 2,424,605.0
	Inflation		\$ 0.0
	Years to Mid Point of Construction April 2022		\$ 8.0
	Total increase		\$ 0.2
	Adjusted Mid Point of Cost		\$ 3,006,510.2
	New Rotors		\$ 684,000.0
	Total		\$ 3,690,510.2



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 5, 2020

Prepared By: Bill Engelman, Parks and Landscape Manager and Monica Gallo, Recreations Supervisor
Submitted By: Michael R. Davies, General Manager

Agenda Title

Discussion and Possible Action to Award Contract to DRYCO Construction, Inc., In the Amount of \$104,642.00 for the Conversion of Two Tennis Courts to Six Pickleball Courts.

Recommended Action

Authorize the General Manager to execute all contracts and purchase orders to convert two tennis courts to six pickleball courts.

Executive Summary

On March 3, 2010, the Board approved Resolution No. 2010-02 authorizing staff to apply for WW Grant Funds from East Bay Regional Parks District ("EBRPD") in the amount of \$580,453.00.

Funds from EBRPD in the amount of \$400,000 were used by the Town towards the purchase of the Community Center and \$111,649 were used by the Town to replace the playground structure at Cornell Park.

On February 5, 2020, the Board approved Resolution No. 2020-02 authorizing staff to apply for the remaining WW Grant Funds in the amount of \$68,804.00. On May 11, 2020 the Grant was approved by EBRPD to use the monies to convert two tennis courts to six pickleball courts at the Community Center.

On January 27, 2020, the Town of Discovery Bay received a letter from Discovery Bay Recreation and Sports, Inc., stating the organization will donate up to \$30,000 to be added to the \$68,804 EBRPD WW Grant funds to complete the accepted pickleball project bid amount.

Summary of Bids: Received July 21, 2020

	Base Bid	Alternate A	Alternate B	Alternate C
Saviano	\$155,000	\$6,000	\$2,625	\$10,000
DRYCO	\$99,367	\$2,025	\$3,250	\$11,300

Alternate A: Black PVC coated fence material

Alternate B: Fence topper

Alternate C: Two cabanas

Staff reviewed the bids and chose the low base bid plus Alternate A and B for a total sum of \$104,642.00. The remaining WW Grant money (\$68,804.00) and the donation amount from Discovery Bay Recreation and Sports, Inc., (\$30,000.00) equals \$98,804.00, the remaining \$5,838.00 plus a 15% project contingency to complete the conversion will be paid for from Fiscal Year 2019/2020 carry over funds.

Previous Relevant Board Actions for This Item

Attachments

1. Bid Documents for Tennis Court Conversion
2. Addendum No. 1 to Bid Documents

AGENDA ITEM: G-3

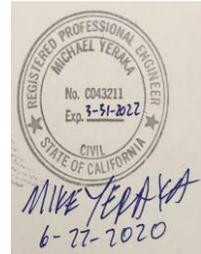


**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

**1601 Discovery Bay Blvd., Discovery Bay, CA 94505-9376
Telephone: (925) 634-1733**

**BID DOCUMENTS
FOR
Tennis Courts Conversion
to
Pickleball Courts**

June 22, 2020



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FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

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**NOTICE INVITING BIDS
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

NOTICE IS HEREBY GIVEN that the Town of Discovery Bay Community Services District (CSD) invites sealed Bids for the **Tennis Courts Conversion to Pickleball Courts Project**, more specifically defined in the Contract Documents, which generally consists of:

Furnishing Labor and Materials to perform, Surface preparation, Asphalt overlay, Court leveling, Court coloring and striping, installation of fences, gates and net posts, concrete work, cleanup and all other necessary work to convert two existing tennis courts to six Pickleball Courts at the Town of Discovery Bay Community Center. Engineers estimate for this project is **\$95,000**.

It is mandatory that all general contractors who wish to submit a bid for this project coordinate an individual site visit with the CSD's Project Manager, Mr. Bill Engelman by emailing him at bengelman@todb.ca.gov Bids will not be accepted from contractors who do not visit the site with Mr. Engelman. Bidders must email any questions to Mr. Engelman no later than five working days prior to the bid opening. Responses to all questions will be sent to all bidders three working days before the bid opening.

General contractors wishing to submit a bid for the project should email Mr. Engelman and he will email you the Plans, Specifications and Contract Documents for the project.

All bids shall be accompanied by a cashier's check or certified check payable to the order of the Town of Discovery Bay CSD, amounting to (10%) percent of the Bid including all Additive Bid Alternates or by a bond in said amount and payable to the Town of Discovery Bay CSD signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount and over and above all statutory exemptions (hereinafter "Security"). In the event that the Bidder fails, within five (5) working days after written notice that the Contract has been awarded to him, to enter into an Agreement with the Town of Discovery Bay CSD, the Town of Discovery Bay CSD may award the Contract to the second lowest bidder. In such event, the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between the Bidder's Bid and the second lowest Bid, and the surplus of the Security, if any, shall be returned to the Bidder if cash or check is used, or to the surety on Bidder's bond if a bond is used.

The Bids must be on forms obtained as set forth above and must be delivered to the Town of Discovery Bay Community Center at 1601 Discovery Bay Blvd., Discovery Bay, CA 94505 in a sealed envelope marked "**Bid For Tennis Courts Conversion to Pickleball Courts**", **up to but not later than 10:00 a.m., July 21, 2020**. Bids will be publicly opened, examined and read aloud at that time, at the District's Community Center 1601 Discovery Bay Blvd., Discovery Bay, California. The Town of Discovery Bay CSD Board of Directors reserves the right to reject any and all Bids. The successful bidder shall have 80 calendar days from the date of the Notice to Proceed to complete the work.

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

In accordance with the provisions of California Public Contract Code Section 3300, the CSD has determined that the Contractor shall possess, as a minimum, a valid Class A or C32 License. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the District by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the District.

No bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof.

BID PROTEST: Any Bid protest must be submitted in writing to the Project Manager at the CSD Office located at 1800 Willow Lake Road, Discovery Bay, CA 94505 before 4:30 p.m. of the fifth Business Day following transmission and posting of the District's Notice of Intent to Award. The notice will be posted at the CSD Office. The CSD will use reasonable efforts to deliver by facsimile and/or e-mail a copy of the Notice of Intent to Award to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

Prevailing wage as determined by the State of California, Director of Industrial Relations are required for this project, a copy of which is available at the Office of the Town of Discovery Bay CSD. This is a public works project subject to the registration and reporting requirements of SB 854.

**ACKNOWLEDGEMENT
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

To ensure all bid materials were received, this Acknowledgement must be completed and returned in the bidder's sealed envelope for the Bid prior to **10:00 a.m. July 21, 2020**. This sheet acknowledges receipt of the following materials:

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

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

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

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

Acknowledged by: _____
Company: _____
License No. _____
Bidder: _____
Title: _____
Date: _____

INSTRUCTIONS FOR BIDDERS FOR

Town of Discovery Bay Tennis Courts Conversion to Pickleball Courts

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

General contractors wishing to submit a bid for the project should email Mr. Bill Engelman at bengelman@todb.ca.gov and he will email you the Plans, Specifications and Contract Documents for the project.

2. FORM OF BID

All Bids must be made on regular Bid Forms which are made a part of these Contract Documents and must be enclosed in a sealed envelope, marked as required in the “Notice Inviting Bids.” The Bid must be signed by the individual or by the proper officials of the firm or corporation by which the Bid is made. The right is reserved to reject any and all Bids and to waive technical defects as the interests of the Town of Discovery Bay CSD require. Bidders shall be responsible for printing and completing all forms that are to be submitted.

3. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- a. Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- b. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for Clarification or interpretation of the Contract Documents shall be addressed only to the Town of Discovery Bay CSD Mr. Bill Engelman at bengelman@todb.ca.gov . It shall be the Bidder’s responsibility to ensure that any such request be submitted to the Town of Discovery Bay CSD, in a timely manner no less than five (5) working days prior to the bid opening, in order to allow for the Town of Discovery Bay CSD to issue a written Addenda.
- c. If necessary, the Town of Discovery Bay CSD shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding on the Town of Discovery Bay CSD, and Bidders shall not rely upon them.

4. ADDENDA

- a. Addenda will only be issued in writing via email. The Town of Discovery Bay CSD will make reasonable efforts to deliver Addenda to all Bidders who are known by the Town of

Discovery Bay CSD to have received a complete set of Contract Documents and who have provided a valid email address for receipt of Addenda. The Town of Discovery Bay CSD makes no guarantee that all Bidders will receive all the Addenda.

- b. Addenda withdrawing the Invitation for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline. However, if any Addenda issued later than 72 hours prior to the bid closing results in a material change to the Contract Documents, the Bid Deadline shall be extended by the Town of Discovery Bay CSD by not less than 72 hours, pursuant to Public Contract Code section 4104.5
- c. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the Bid non-responsive.

5. EXAMINATION OF SITE AND PLAN

- a. The Bidders must satisfy themselves as to the location of the Work, transportation facilities, soil conditions, underground conditions, groundwater, and all other matters, which may influence their Bids. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and the material, equipment and other devices to be furnished and as to the requirements of these Contract Documents.
- b. Any information derived from the Town of Discovery Bay CSD, or any of its/his employees or from any records of the Town of Discovery Bay CSD will not relieve the Contractor from risks of the responsibility of fulfilling the terms of the Contract.

6. MANDATORY PRE-BID MEETING

- a. Given the current COVID-19 health alert, it is mandatory that all general contractors who wish to submit a bid for this project coordinate an individual site visit with Mr. Bill Engelman by emailing him at bengelman@todb.ca.gov . Bidders must wear masks and practice at least 6-feet of social distancing during the site visit. Bids will not be accepted from contractors who do not visit the site with Mr. Engelman. Bidders must email any questions to Mr. Engelman no later than five working days prior to the bid opening. Responses to all questions will be sent to all bidders three working days before the bid opening.

7. FILLING IN BID FORMS BY BIDDERS

- a. Bids shall be submitted on the Bid Forms included with the Contract Documents. Bidder shall print, complete, and submit, concurrently with its Bid all of the following:
 - (i). Completed Bid Form,
 - (ii). Signed Acknowledgement Form,
 - (iii). Department of Industrial Relations and SB854 Compliance Affidavit (Located at end of this section)
 - (iv). List of Subcontractors,

- (v). The Bidders Responsibility Statement,
 - (vi). Bidder's Non-Collusion Affidavit,
 - (vii). Bid Guarantee,
 - (viii). Certification by Contractor (Located at end of General Conditions),
 - (ix). and all other information requested by these Contract Documents.
- b. All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in ink.
 - c. The Bidder must individually initial all interlineations, alterations, and erasures.
 - d. Bidder shall acknowledge receipt of all Addenda on the Bid.
 - e. Bidder shall not modify or qualify the Bid Forms in any manner.
 - f. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.

8. **BID GUARANTEE**

- a. All Bids shall be accompanied by a cashier's or certified check payable to the order of the Town of Discovery Bay CSD, amounting to ten percent (10%) of the bid including all Additive Bid Alternates, if any, or by a bond in said amount and payable to the Town of Discovery Bay CSD and signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount and over and above all statutory exemptions (hereinafter "Security"). In the event that the Bidder fails, within five (5) work days after written notice that the Contract has been awarded to him, to enter into an Agreement with the Town of Discovery Bay CSD, the Town of Discovery Bay CSD may award the Contract to the second lowest Bidder. In such event, the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between the Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to the Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.
- b. The Bid Security of the successful Bidder will be returned to him when he executes a satisfactory Agreement accompanied by the proper bonds. The Bid Security of other Bidders will be returned to them upon the award of the Contract to the successful Bidder, except that of the next higher Bidder which shall be returned to him upon the execution of a satisfactory Agreement accompanied by the proper bonds by the lowest Bidder, or in case of his default, the surety of the next higher Bidder will be held until he executes a satisfactory Agreement accompanied by the proper bonds.

9. **WITHDRAWAL OF BID**

Any Bid may be withdrawn at any time prior to 8:00 a.m. of the day fixed in the "Notice Inviting

Bids” for the opening of the Bids provided that a request in writing executed by the Bidder or his authorized agent for such withdrawal is filed with the Town of Discovery Bay CSD. The withdrawal of any Bid shall not prejudice the right of a Bidder to file a new Bid prior to the established **10:00 a.m. deadline on July 21, 2020.**

10. RESPONSIBILITY OF BIDDER

- a. The Town of Discovery Bay CSD has absolute discretion to determine the lowest responsive, responsible Bidder. The Contract will not be awarded to any Bidder who cannot give satisfactory assurance of their ability to perform the Contract if it is awarded to them. Each Bidder may be required to furnish satisfactory evidence that he has sufficient means and facilities and has had ample experience in the type of work contemplated herein to deliver the materials, and complete the installation in accordance with the specifications and within the time limit guaranteed.
- b. In determining whether or not a Bidder is “responsible,” the Town of Discovery Bay CSD may appoint a Representative to consider the following factors in relation to the Work to be performed for this Project:
 - (i). Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.
 - (ii). Demonstrated safety record including, but not limited to, Experience Modification Rate.
 - (iii). Successful completion of a minimum of 2 projects of similar scope and size for tennis court conversion to pickleball courts for a period of 3-years. In reviewing this factor, the Town of Discovery Bay CSD may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects for installation of pickleball courts, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder’s work by previous agencies, clients, design professionals, or subcontractors. Bidder shall provide names and phone numbers of references for similar projects.
 - (iv). Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.
 - (v). History of claims, litigation, poor performance, late project completions, warranty issues and termination or disqualification from projects.
 - (vi). History of claims, poor performance, late project completions, or warranty issues on previous Town of Discovery Bay CSD projects.

The Town of Discovery Bay CSD Representative will make its determination of responsibility based upon information submitted by Bidders contained in the “Bidders Statement of Responsibility,” included in the Contract Documents and, if necessary, interviews with previous public agencies, clients, design professionals, or subcontractors

with whom the Bidder has worked.

If a Bidder otherwise determined to be the lowest responsive Bidder is determined to be non-responsible by the Town of Discovery Bay CSD Representative, that Bidder will be given written notice of each finding by the Town of Discovery Bay CSD Representative, and shall have five (5) working days to present additional relevant evidence to the Town of Discovery Bay CSD Representative. The Town of Discovery Bay CSD Representative shall make a recommendation to the legislative body of the Town of Discovery Bay CSD, which shall make a finding on the issue of non-responsibility as part of the process of Award of Contract.

- c. The Contractor shall possess a valid **California Class A or C32 Contractors License** at the time of award of the Contract. Bids will not be accepted from a Contractor who is not licensed in accordance with the laws of the State of California.

11. PROGRESS SCHEDULE – MATERIAL AND EQUIPMENT LISTS

The Contractor shall submit a progress schedule satisfactory to the Town of Discovery Bay CSD, within 10 working days after issuance of the Notice of Award to the Contractor showing thereof the time he proposes to spend in executing the various major divisions of the work and his proposed sequence or order of operation. The schedule shall be updated monthly by the contractor. At a minimum the contractor shall provide a Gant chart with dates and duration including, but not limited to, all of the activities identified in the Summary of Work.

12. CONTRACT BONDS

The Contractor shall furnish bonds, at his own expense, to the extent required by law or as set forth in the Contract Documents.

13. INSURANCE

The Contractor shall provide, at his own expense, all insurance including, but not limited to, Workers' Compensation, Public Liability and Property Damage, required by law or as set forth in the General Conditions or the Agreement.

14. AWARD OF CONTRACT

The right is reserved to reject any or all Bids. The award of the Contract, if it is to be awarded, will be made to the lowest responsible Bidder whose Bid complied with all of the prescribed requirements, and if awarded, after it has been approved by the Town of Discovery Bay CSD Board of Directors. If award is made, it will be based on the lowest responsive, responsible bid whose base bid and Additive Bid Alternate(s), if any, as listed on the BID FORM, yields the lowest total Contract price. Selection of any or all Additive Bid Alternates shall be at the sole discretion of the Town of Discovery Bay CSD. The Town of Discovery Bay CSD reserves the sole right to reject any and all bids and waive any informality in a bid and may award a contract as the interests of the Town of Discovery Bay CSD may dictate. Contractors will not be reimbursed for the cost of bid preparation.

15. EXECUTION OF AGREEMENT

The Agreement shall be executed and signed by the Contractor and returned with the prescribed executed

bonds and evidence of insurance within the five (5) working days after receipt by Contractor of the Notice of Award. Failure to return the signed and executed Agreement with the prescribed executed bonds and insurance within the five (5) working day limit shall be just cause for the annulment of the award and the forfeiture of that portion of the Bid Security equal to the difference between Contractor's Bid amount and the amount submitted by the second lowest responsible Bidder.

16. SUBCONTRACTOR

Each Bidder must comply with PCC § 4100 and following (Subletting and Subcontracting Fair Practices Act) and must submit with his Bid on the form attached to the Bid Forms, the name and location of the mill, shop or office of each proposed subcontractor who will perform work or labor or render services to the Contractor in excess of one-half percent of the total Bid or, in the case of streets or highways, one-half percent or \$10,000, whichever is greater, and shall state the portion of the work which will be done by each subcontractor.

17. COMMENCEMENT OF WORK

The Work shall be commenced within five (5) working days after receipt of Notice to Proceed and must be completed within the time allowed after the date specified in the Notice to Proceed, or if no starting date is specified, within the time limit allowed from the date on which work actually started. The successful bidder and its subcontractors shall employ workers, trades and craftsmen which constantly display and demonstrate proper moral, safe, ethical and professional conduct to all fellow workers, employees and representatives of the CSD and other involved entities.

18. TAXES

The Bid price set forth in the Bid form shall include all Federal, State and local taxes applicable to the Work or materials furnished and no claims for additional costs of any such tax shall be made.

19. SCHEDULE OF VALUES

For work to be performed for a Lump Sum (LS) amount, the Contractor shall submit, within ten (10) days of award of Contract, a cost breakdown or schedule of values which is satisfactory to the Town of Discovery Bay CSD to be used for monthly pay estimates. At a minimum, the schedule of values shall individually list the items of work identified in the Summary of Work with a price fairly apportioned to each item. Mobilization, overhead, bonds, submittals, insurance, demobilization and other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price.

20. GENERAL WAGE DETERMINATION

Pursuant to Labor Code section 1770, the Director of the Department of Industrial Relations shall determine the general prevailing wages in accordance with the standards set forth in Labor Code section 1773. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft, classification, or type of worker needed to execute the Contract is available from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/oprl/PWD/index.htm>. Pursuant to Labor Code section 1773.2, a copy of the prevailing wage determination shall be on file at the Office of Town of Discovery Bay CSD, located at 1800 Willow Lake Road, Discovery Bay, CA 94505.

The CSD will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against the CSD on the Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders shall complete the attached Department of Industrial Relations and SB 854 Compliance Affidavit and submit with their Bid.

No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)]

No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5

Contractor shall post any job site notices prescribed by regulation.

All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as required.

21. DISCREPANCIES IN BIDS

Where there is any discrepancy in the written or numerical quotation of unit bids or the extension of the quantities and unit prices, the products of the written quotation of unit price and the estimated quantity for the item will be the bid considered correct by the Town of Discovery Bay CSD.

22. DELIVERY OF BIDS

Bids must be delivered to the Town of Discovery Bay CSD, 1601 Discovery Bay Blvd., Discovery Bay, CA 94505, up to but not later than 10:00 a.m., July 21, 2020.

23. COMPLIANCE WITH BIDDING PROCESS

The Town of Discovery Bay CSD reserves the right to accept or reject any submitted Bid which fails to comply with any of the requirements as set forth herein.

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

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

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

I, the Bidder, certify that:

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

_____ Signature	_____ Date
_____ Print Name	_____ Business Name
_____ Title	_____ CSLB License Number
	_____ PWC Registration Number

END OF SECTION



AGREEMENT BETWEEN
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT AND
NAME OF CONTRACTOR
FOR
TENNIS COURTS CONVERSION TO
PICKLEBALL COURTS

This AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, 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 Name of CONTRACTOR (“CONTRACTOR”).

RECITALS

A. District has determined that it requires the following contractor services from CONTRACTOR: Convert existing tennis courts to pickleball courts at 1601 Discovery Bay Boulevard, Discovery Bay, CA.

B. CONTRACTOR represents that it is willing to accept responsibility for performing such PROJECT in accordance with the terms and conditions set forth in this Agreement. Furthermore, CONTRACTOR agrees that in the event of any conflict or inconsistency in the terms and conditions of this Agreement and CONTRACTOR’S scope of work, that such conflict or inconsistency shall be resolved as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, the District and CONTRACTOR agree as follows:

AGREEMENT

1. **DEFINITIONS**

- 1.1. “Scope of Work”: Such contractor services as are generally set forth in Contractor’s scope of work dated _____, 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 DATE OF bid attached hereto as part of Exhibit A and incorporated herein by this reference.
- 1.3. “Commencement Date”: Date of Notice to Proceed.

- 1.4. "Completion Date": Final deliverables by completion of all work within 80 calendar days after Notice to Proceed.

2. TERM

The Term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and Contractor shall diligently prosecute the Scope of Work and achieve completion by Completion Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below.

3. CONTRACTOR'S SERVICES

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

4. COMPENSATION

- 4.1. District agrees to compensate CONTRACTOR for the Work provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such Work, payment in accordance with the Approved Fee Schedule.
- 4.2. CONTRACTOR shall submit to District an invoice, on a monthly basis or less frequently, for the Work performed pursuant to this Agreement. Each invoice shall itemize the Work performed during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within sixty (60) calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice in accordance with this Agreement. District shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 4.3. Except with the District's prior approval, payments to the Contractor shall be in an amount equal to ninety-five percent (95%) of the value of all work completed as of the last day of the preceding month, based on quantities of work completed, as determined by the District, less the aggregate of all previous payments made to the Contractor. Contractor may substitute securities in lieu of retained funds in accordance with Public Contracts Code Section 22300.
- 4.4. Additional Work requested by District and not included in the Scope of Work may be required by the District. Such additional Work shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of Work to be performed, state the time within which the Work is to be completed, and designate any special conditions. Payments for any additional Work requested by District shall be made to CONTRACTOR by District on a time-and-materials basis using the Approved Fee Schedule, unless otherwise stated in the Change Order.
- 4.5. Sixty (60) days after completion of the work and its acceptance by the District, the District shall release to Contractor any retention withheld from Contractor, less one hundred fifty percent (150%) of the amount of any disputed items. Such final payment will not be made until completion of the entire work and acceptance of the whole by the District.

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.

- 8.5. District does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

- 9.1. During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 9.1.1. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 9.1.3. Worker's Compensation insurance as required by the laws of the State of California.
 - 9.1.4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 9.2. CONTRACTOR shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 9.4. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 9.5. At all times during the term of this Agreement, CONTRACTOR shall maintain on file with District a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds under Commercial General Liability. CONTRACTOR shall, prior to commencement of work under this Agreement, file with

District such certificate(s).

- 9.6. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District.
- 9.8. Commercial General Liability insurance provided by CONTRACTOR shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the District.
- 9.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- 9.11. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

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

11. RECORDS AND INSPECTIONS

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

12. NOTICES

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

If to District:

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

With courtesy copy to:

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

If to CONTRACTOR:

CONTRACTOR Name
Address
City, State
Telephone:
Facsimile:

13. SURVIVING COVENANTS

13.1. To the extent required by applicable law, the parties agree that the covenants contained in Section 7, Section 8, Section 9, Paragraph 10.2, and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

14. TERMINATION

14.1. District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data,

documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.

- 14.2. If District terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

15. PREVAILING WAGE/COMPLIANCE WITH SB 854

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

16. ADDITIONAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- 16.1. Contractor agrees to do all the work and furnish all the labor, material, equipment and appliances to complete the work in accordance with Exhibit A and with the Construction Documents attached hereto as Exhibit B and incorporated herein by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit B only, the provisions of Exhibit B shall prevail. In all other situations, the provision contained in Section 17.10 shall apply.
- 16.2. Contractor agrees to remedy, at his expense, any defects in the work, which shall appear within a period of sixty (60) months from the date of the final acceptance of the work by District.
- 16.3. Should the Contractor fail to complete the work included in Exhibit A and B within the time limit agreed upon or such extension thereof as may be granted, a deduction of One Hundred

Fifty Dollars (\$150.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the Completion Date.

- 16.4. If the total bid amount as set forth in the Approved Fee Schedule is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the amount set forth in the Approved Fee Schedule; the Faithful Performance Bond will be retained by the Town of Discovery Bay for twelve months following final acceptance by the Town of Discovery Bay of the improvements constructed to guarantee correction of failures attributable to workmanship and materials.
- 16.5. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the District by the Contractor upon the request of the District.
- 16.6. Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, and the provisions of the California Labor Code.
 - a. Contractor's compliance with the provisions of the California Labor Code includes the provisions set forth in Section 15 and shall also include, but are not limited to:
 - i. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post a copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this Agreement. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.
 - ii. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours during a calendar week of the foregoing hours. Contractor shall ensure that all workers, including workers of subcontractors are paid in conformance with Labor Code Sections 1810 through 1815. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker, including workers for subcontractors.
 - iii. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records

shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.

- iv. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

17. GENERAL PROVISIONS

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

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

- 17.4. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. The waiver by District or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or CONTRACTOR unless in writing.
- 17.6. CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of CONTRACTOR.
- 17.7. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Contra Costa County, California.
- 17.8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision

shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.9. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.10. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and CONTRACTOR with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations 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

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EXHIBIT A

**SCOPE OF WORK
APPROVED FEE SCHEDULE**

EXHIBIT B

CONSTRUCTION DOCUMENTS

**GENERAL CONDITIONS
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

1-01 DEFINITIONS

- a. The Contract Documents consist of the Contract (also referred to as “Agreement”) and the following documents which shall make up "Exhibit A" of the Contract:
 - 1. Notice Inviting Bids
 - 2. Acknowledgment
 - 3. Instructions For Bidders
 - 4. General Conditions
 - 5. California Public Contract Code Section 20104
 - 6. Bid Form
 - 7. List of Subcontractors
 - 8. Bidder’s Responsibility Statement
 - 9. Non-collusion Affidavit
 - 10. Bid Guarantee
 - 11. Plans, Drawings, and Specifications including any amendments or referenced documents
 - 12. Any Published Addenda or Supplements
 - 13. Faithful Performance Bond and Labor and Materials Bond

- b. The Owner and the Contractor are those mentioned as such in the Contract. They are treated throughout the complete Contract and the Contract Documents as if each were of the singular number and masculine gender.

- c. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the drawings and specifications of this work, or labor at the site, but does not include one who merely furnishes material not so worked.

- d. Where in any of the Contract Documents or in the complete Contract there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall have been placed in the United States mail addressed to the Owner at its place of business; (as to the Contractor) when written notice shall be delivered to the chief representative of the Contractor at the site of the Project or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his bid as the address of his permanent place of business.

- e. The term “work” of the Contractor or Subcontractor includes labor or materials or both.

- f. All time limits stated in the Contract Documents are of the essence of the Contract.

1-02 EXECUTION, CORRELATION AND INTENT OF DOCUMENT

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include in the Contractor's Bid the costs of all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.

1-03 DETAIL DRAWINGS AND INSTRUCTION

- a. The Engineer, if there is one, shall prepare and file either complete and accurate plans and specifications or a work authorization describing the work to be performed, together with an estimate of the cost thereof, prior to commencement of the work.
- b. The Engineer, if there is one, shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.
- c. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

1-04 SUBMITTALS

The Contractor shall check and verify all field measurements and submit prior to commencing work and with such promptness as to cause no delay in his own work or in that of any other Contractor, one (1) copy in electronic PDF format of all shop, product or setting drawings and schedules required for the work of the various trades, and the Owner, or the Engineer, if there is one, shall return within 14 days, making desired corrections, including all necessary corrections relating to artistic effect. The Contractor shall make any corrections required by the Owner, or the Engineer, if there is one, and file with him one (1) electronic PDF format corrected copy, and furnish such other copies as may be needed. The approval of such drawings or schedules by the Owner, or the Engineer, if there is one, shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has, in writing, secured approval by the Owner, or the Engineer, if there is one, of such deviations, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules.

Shop drawings and submittals shall also comply with the technical specifications for the project.

Contractor agrees that Shop Drawing Submittals processed by the Owner, or the Engineer, if there is one, are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Owner, or the Engineer, if there is one, that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Owner, or the Engineer, if there is one, the design Drawings and Specifications shall control and shall be followed.

- a. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- c. The Contractor shall employ on the work only workmen skilled in the work assigned to them, and the Owner shall have the right to require the removal from this work of any employee unacceptable to Owner.

1-05 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Owner, or the Engineer, if there is one. The approval of any method of construction, invention, appliance, process, article, device or material of any kind by the Owner, or the Engineer, if there is one, shall only be an approval of its adequacy for the work, and shall not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

1-06 PERMITS, REGULATIONS AND TAXES

- a. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise specified.
- b. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith he shall promptly notify the Owner, or the Engineer, if there is one, in writing, and any necessary changes shall be adjusted as provided in the contract documents for changes in the work. The Contractor shall not proceed with the performance of any such work until such changes are agreed upon. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the Owner, or the Engineer, if there is one, and such adjustments of changes as aforesaid, then the Contractor shall bear all costs arising from or in connection with such work.
- c. The Contractor shall pay for all federal, state and local taxes on all materials and labor services furnished by him and all taxes arising out of the operations under this contract.

1-07 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make

good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents, and shall make good any damage, injury or loss thereto arising in connection with this Contract.

1-08 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

1-09 INSPECTION OF WORK

- a. The Engineer, if there is one, and his representatives, and/or the Owner's representatives shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection.
- b. Re-examination of questioned work may be ordered by the Owner, or the Engineer, if there is one, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the work was caused by some other contractor for whose work the Contractor herein is not responsible and, in that event, the Contractor herein shall not be liable for such cost.
- c. All work shall be under the direct inspection of the Owner, or the Engineer, if there is one. All work shall also be subject to all necessary and required inspections of the Town of Discovery Bay. No work shall be covered until it has been inspected by the Owner, or the Engineer, if there is one.

1-10 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

- a. Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all-satisfactory to the Owner, or the Engineer, if there is one. The Superintendent shall not be changed except with the consent of the Owner, or the Engineer, if there is one, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, or unless the Superintendent proves to be unsatisfactory to the Owner. The Superintendent shall represent the Contractor in his absences and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case.
- b. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner, or the Engineer, if there is one, any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

- c. The Contractor shall be specifically responsible for the coordination of all work performed under this Contract. Coordination of the work shall be interpreted to include general laying out of the structures, coordination of the layout and work under various sections, scheduling the sequence of operations ensuring cooperation between the trades, and the preparation of erection diagrams and drawings necessary to ensure proper and expeditious completion of all work.
- d. Each Subcontractor shall be responsible for the proper laying out of his own work, shall coordinate his layout and work with the work of the other sections, and shall be responsible for any damage which may occur to the work of any other Subcontractor or Contractor because of errors or inaccuracy. Neither the Owner, nor the Engineer, if there is one, nor their representatives, will, in any case, assume the responsibility for laying out the work.

1-11 CHANGES IN THE WORK

- a. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work in writing, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b. In giving instructions, the Owner, or the Engineer, if there is one, shall have authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order signed by the Owner and countersigned by the Engineer, if there is one. No claim for an addition to the contract sum shall be valid except for work ordered in writing.
- c. The value of any such extra work or change shall be determined in one of the following ways:
 - 1) By unit prices contained in the original bid.
 - 2) By an acceptable lump sum proposal.
 - 3) On a cost plus limited percentage basis (defined as cost of direct labor, materials and insurance plus a specified percentage of these items, but not to exceed 15% of the aggregate of the cost of such direct labor, materials and insurance as an allowance for overhead and profit. The contractor's allowance for overhead and profit on sub-contractor costs shall not exceed 5%. Sub-contractors shall be permitted a 10% allowance for overhead and profit on their similar direct costs).
- d. If none of the above is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, he shall keep and present a correct account of the cost, together with vouchers, and the Owner, or the Engineer, if there is one, shall thereupon certify the amount due for such work, including a 15% allowance for the Contractor's overhead and profit and a 10% allowance for any of his Cub-Contractors overhead and profit.

1-12 CLAIMS FOR EXTRA COST

All claims for extension or extra costs of \$375,000 or less which are not resolved by change order shall be resolved in accordance with Public Estimate Code Section 20104 and following, a copy of which is attached to these General Conditions.

1-13 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner, and the Engineer, if there is one, deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

1-14 DELAYS AND EXTENSION OF TIME

- a. If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner, or the Engineer, if there is one, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the Owner or Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Owner or Engineer may decide but only to the extent that the delay affects critical path items for completing the work by the completion date.
- b. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Owner, or to the Engineer, if there is one. In the case of a continuing cause of delay, only one claim is necessary.
- c. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no request for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such request be reasonable.

1-15 CORRECTIONS OF WORK BEFORE FINAL PAYMENT

- a. The Contractor shall promptly remove from the premises all materials condemned by the Owner, or the Engineer, if there is one, as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good work of other contractors destroyed or damaged by such removal or replacement.
- b. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor.

1-16 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the

Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall, within 14 days of receiving notice by the Owner, remedy any defects due thereto and pay for any damage to their work resulting therefrom which shall appear within a period of five (5) years from the date of the acceptance by the Owner, at no expense to the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer, if there is one, subject to the right of either party to obtain judicial review.

1-17 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer, if there is one, shall approve both such action and the amount charged the Contractor.

1-18 PAYMENT

- a. The Owner will cause partial payment to be made to the Contractor as provided in the Construction Contract on the basis of a duly certified approved estimate of the work completed as of the last day of the preceding calendar month pursuant to this contract. These estimates will be prepared by the Contractor and shall meet the approval of the Owner, or by the Engineer, if there is one.
- b. The Contractor shall pay (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendable equipment to the extent of 95 per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such material, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the 5th day following each payment to the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

1-19 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

- a. The Owner may withhold from agreed payments to the Contractor such an amount or amounts as may be necessary to cover:
 - 1) Payments that may be earned or due for just claims for labor or materials furnished in and about the work;
 - 2) Defective work not remedied;
 - 3) Failure of a Contractor to make proper payments to his subcontractors;
 - 4) Reasonable doubt that the Contract can be completed for the balance then unpaid; and
 - 5) Evidence of damage to another contractor.
- b. In any of the above instances, the Owner shall disburse and shall have the right to act as

agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render a proper accounting of all such funds disbursed.

1-20 CONTRACTOR'S INSURANCE

a The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance, and companies carrying such insurance, have been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required to the Subcontractor has been so obtained and approved.

1) Compensation Insurance

The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide Employer's Liability Insurance for the protection of his employees not otherwise protected.

2) Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage insurance in which the Owner, and the Engineer, if there is one, shall be named as additional insured and which shall protect him and any Subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and shall include a hold harmless agreement which will indemnify the Owner, and the Engineer, if there is one, for loss or damage howsoever caused by the Contractor in performing the Contract, and the amounts of such insurance shall be as follows:

Public Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000, on account of one accident, and Property Damage insurance in amount no less than \$500,000.

3) Insurance Covering Special Hazards

A rider or riders to the Public Liability and Property Damage insurance policy or policies herein required shall be furnished by the Contractor for special hazards, such as blasting, operation of material hoist, etc.

4) Automobile Insurance

The Contractor shall take out and maintain during the life of his contract,

automobile public liability insurance in amounts not less than \$500,000/\$1,000,000 and property damage liability insurance in amount not less than \$500,000, if any teams or motor vehicles are engaged in operations within the terms of this Contract on the site of the work to be performed thereunder, covering the use of all such teams or motor vehicles, unless such coverage is included in the insurance required by sub-section 2) hereof

5) Contingent Insurance

The Contractor shall provide contingent or protective public liability insurance in amounts not less than \$1,000,000/\$1,000,000, and contingent or protective property damage insurance in amount not less than \$500,000 if any work is subcontracted; and this requirement shall be applicable to Subcontractors as well in the event they sublet any of their work.

- b. It is understood that the Contractor will submit prior to the execution of the final Contract certificates of insurance evidencing coverage as set forth herein and which shall name the Owner, and the Engineer, if there is one, and their employees as an additional insured under all such policies. Any and all amounts of deductible shall be assumed by the Contractor at his sole risk.
- c. Cancellation Clause
All policies must provide for ten (10) day's cancellation notice in writing to the Owner, and to his Engineer, if there is one, before cancellation becomes effective.
- d. The Owner may accept insurance covering a Contractor or Subcontractor in character and amounts less than the standard requirements set forth herein where such standard requirements appear excessive because of the character or extent of the work to be performed by such Contractor or Subcontractor; but such acceptance as to any Contractor or Subcontractor shall not thereby relieve any other Contractor or Subcontractor of meeting the full extent of the requirements herein.

1-21 INDEMNIFICATION OF OWNER AND ENGINEER

Contractor agrees to protect, defend, indemnify, and hold the Owner, and the Engineer, if there is one, harmless from and against any and all liability, loss or expense (including attorney's fees) in connection with any claim, demand, action or cause of action asserted against Owner or Engineer ("Claim") because of any injury to or death, loss or damage, however caused, results from, or is alleged to result from, or is alleged to result from, or occurs in connection with the performance of this Contract whether before or after completion, by Contractor or Contractor's agents, employees, Subcontractors, or anyone acting under Contractor's control. As a part of such indemnification, Contractor agrees, if requested by Owner or Engineer, to assume, without expense to Owner or Engineer, the defense of any such claim, demands, actions or causes of action. This indemnity does not apply and Contractor has no duty to indemnify the Owner or the Engineer if the Claim arises from the sole negligence, active negligence or the willful misconduct of the Owner or the Engineer. It is the intent of this Section to comply with the provisions of California Civil Code §2782 and Contractor shall have no indemnity obligations which are prohibited by that Section or any other provision of California law which makes an indemnity obligation against public policy or otherwise unenforceable.

1-22 SURETY BONDS

The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the estimated amount, as stated in the Contract and in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the cost of the premium.

1-23 DAMAGES

- a. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.
- b. Should the Contractor fail to complete the work included in the Contract within the time limit agreed upon or such extensions thereof as may be granted, a deduction of **One Hundred and Fifty dollars (\$ 150) 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 date set for its completion.
- c. Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as otherwise provided in the Contract Documents in the case of faulty work or materials.

1-24 TRANSFER OF CONTRACT

The Contractor shall not transfer his Contract without the approval of the Owner. No transfer shall, under any circumstances relieve the Contractor of his liabilities and obligations under his Contract. No transfer shall be made until after the Surety has been given due notice of such transfer and has furnished written consent thereto.

1-25 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

1-26 SUBCONTRACTORS

- a. The Contractor shall submit with the Bid a list of all subcontractors who will perform work in excess of one-half percent of the total bid or, in the case of streets or highways, one-half percent or \$10,000, whichever is greater, and the Contractor shall not employ any that the Owner, or Engineer, if there is one, may within a reasonable time object to as incompetent or unfit.
- a. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions

of his Subcontractors and of persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by him.

- c. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

1-27 ENGINEER'S STATUS

- a. The Engineer, if there is one, shall have general supervision and direction of the work as provided in his Contract with the Owner. He is an agent of the Owner only to the extent provided in the Contract Documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage maybe necessary to insure the proper execution of the Contract.
- b. As the Engineer, if there is one, is in the first instance, the interpreter of the conditions of the Contract and the judge of its performance he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.

1-28 ENGINEER'S DECISIONS

- a. The Engineer, if there is one, shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
- b. The decisions of the Engineer, if there is one, in matters relating to artistic effect, shall be final, if within the terms of the Contract Documents.

1-29 DISPUTES

Any disputes, claims or questions arising under the Contract or any documents thereof shall be resolved pursuant to PCC §§ 20104 – 20104.6, attached hereto.

1-30 CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor shall adhere to all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA) as amended.

1-31 TRENCHING REQUIREMENTS

- a. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall:
 - 1) Promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
 - (a) Material that the Contractor believes may be material that is hazardous waste,

as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- (b) Subsurface or latent physical conditions at the site differing from those indicated.
 - (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. That the Owner, or Engineer, if there is one, shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein. In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided herein which pertain to the resolution of disputes and protests between the contracting parties.

1-32 UTILITY RELOCATION

- a. Owner shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities which may be located on the project site if either Owner, or Engineer, if there is one, fails to identify the utilities in the plans and specifications made a part of the Notice Inviting Bids, and Owner shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor while performing the Contract discovers utility facilities not identified by the Owner in the Contract plans or specifications, he shall immediately notify Owner, or Engineer, if there is one, in writing.
- b. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.
- c. Nothing herein shall be deemed to require Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve Owner, or Engineer, if there is one, from identifying main or trunklines in the plans and specifications.

1-33 TIME OF COMPLETION

The Contractor shall commence work within five (5) calendar days after receipt of Notice to Proceed and shall complete the Contract work within the time limit specified herein:

Time of Completion: 80 Calendar Days

- a. Workdays shall be Monday through Fridays except legal holidays and work hours shall be 7:00a.m. to 4:30p.m.

1-34 UNFAIR BUSINESS PRACTICES CLAIMS

In entering into this Contract, Contractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C SeciS) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

1-35 OWNER'S RIGHT TO TERMINATE, AMEND, OR MODIFY CONTRACT

- a. Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
- b. Owner may make changes in the Contract in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded or entered into. Contractor shall be paid for the changes in accordance with the provisions of the Contract governing payment for changes in the work or, if no provisions are set forth in the Contract, payment shall be as agreed to by the parties.
- c. Owner may, by mutual consent of the contracting parties, terminate, amend, or modify the Contract. The compensation payable, if any, for amendments and modifications shall be determined as the parties so agree. The compensation payable, if any, in the event the Contract is so terminated shall be determined as the parties so agree or under applicable statutory provision providing for the termination.
- d. Owner may, at its discretion, terminate the Contract for environmental considerations, whether or not such considerations were foreseen at the time the parties entered into the Contract.
- e. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his

insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled work mentor proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or Engineer, if there is one, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer, if there is one.

1-36 CONTRACTOR STAGING OF MATERIALS

- a. The Contractor shall be allowed to stage construction materials needed for the project at the immediate job site, providing that such materials do not impose on Public Right of Ways and poses no hazard to the general public. Contractor shall plan for delivery of material to the extent possible that has the least impact to the job site. In the event that a product cannot be stored at the job site and will be used within a short period of time, advance arrangements may be made with the Town of Discovery Bay CSD. The Town of Discovery Bay CSD does not assume any liability for any material or product stored at or near the job site.

1-37 PARKING OF VEHICLES AND EQUIPMENT

- a. Due to the limited space available at the job site, construction equipment and vehicles cannot be stored on any Public Right of Way. In the event that a unit of construction equipment needs to remain at or near the job site after normal business hours, arrangement must be made in advance with the Town of Discovery Bay Community Services District (CSD), and the Town of Discovery Bay CSD assumes no liability for such equipment.
- b. Parking of company and personal vehicles is limited due to space available at the job site. All local and county traffic and parking ordinances must be followed during the course of construction. If other than normal Legal Street parking is needed during business hours, arrangements must be made in advance with the Town of Discovery Bay CSD.

CERTIFICATION BY CONTRACTOR

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

CONTRACTOR:

BY: _____

TITLE: _____

CONTRACTOR'S LICENSE NUMBER: _____

TELEPHONE NUMBER: _____

CALIFORNIA PUBLIC CONTRACT CODE

SECTION 20104-20104.6

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be

requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate,

and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**BID FORM
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as accepted by The Town of Discovery Bay Community Services District (CSD) and dated June 22, 2020, have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

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

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

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

The undersigned acknowledges receipt of addenda numbered:

(Write all addenda numbers received here)

Bid Schedule.

Item	Description	Unit	Estimated Qty	Bid Price per Unit	Total
1	Lump Sum (LS) cost to perform all the Work for converting tennis courts to pickleball courts as indicated in the contract documents, except for Additive Bid Alternate Items.	LS	1	\$	\$
Total Base Bid: Inclusive of all work incidental thereto and connected therewith.					\$

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

_____ (amount in words)

\$_____.

(amount in numbers)

Further in submitting its bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Schedule. No base bid items will be excluded from the awarded contract. Additive Bid Alternate items may be selected and included in the awarded contract. If award is made, it will be based on the lowest responsive, responsible bid in which the Total Base Bid and those Additive Bid Alternates A through C selected through the below-described evaluation process yield the lowest Contract Price.

In accordance with Public Contract Code Section 20103.8(d), determination of apparent lowest bidder will be based upon an evaluation of the Base Bid and Additive Bid Alternates in accordance with a process that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers, or which bid belongs to which bidder, from being revealed to the CSD bid evaluation team before the ranking of all bidders from lowest to highest has been determined.

At the time the Bids are due, the evaluation team will convene behind closed doors. In a separate room, the District’s Purchasing Agent will publicly announce the base bid price and price of each alternate upon receipt and opening of the Bids. The CSD’s Purchasing Agent will record pricing information on a summary sheet identifying the bidders by letter, e.g., “Bidder A”, “Bidder B”, etc. This summary sheet will then be provided to a proctor to deliver to the evaluation team making the decision concerning Additive Bid Alternates to be accepted, if any.

No individual shall reveal to the CSD bid evaluation team which Bid belongs to which Bidder until after the evaluation team has selected the Bid Alternates to be used in determining the apparent low Bidder and until after the evaluation team has identified the apparent low Bidder using the Base Price and whatever

Additive Bid Alternates the evaluation team selects, if any. The apparent second low bidder, and subsequent low bidders, shall also be determined utilizing the remaining bidders' Base Bid and Additive Bid Alternates that were utilized in determining the apparent low bidder.

Upon the conclusion of the closed-door evaluation, the evaluation team will deliver the executed summary sheet, with all selected Additive Bid Alternates circled and tallied, back to the proctor for delivery to the Purchasing Agent. Subsequently, after evaluation of the bids, the CSD staff will transmit and post the CSD's Notice of Intent to Award. The Notice will be posted at the CSD Offices. The District will use reasonable efforts to deliver by facsimile and/or e-mail a copy of the Notice of Intent to Award to all Bidders who submitted Bids no later than the Business Day after issuance.

Only one contract will be awarded.

The undersigned Bidder offers to make, at the following Additive Bid Alternate prices, the changes in the Work covered by the Total Base Bid that are specified in the Additive Bid Alternates priced below.

It is understood that:

1. All Additive Bid Alternate prices must be filled in.
2. The addition shown herein for each Additive Bid Alternate is the net addition that is to be applied to the Total Base Bid of each Bidder if the Additive Bid Alternate is selected by the District.

Additive Bid Alternates are described in the following numerical sequence:

Additive Bid Alternate A : Incremental increase for fused PVC coated fencing materials. Add the incremental lump sum increase for fused PVC coated fencing materials instead of just galvanized as described in the Summary of Work, Section 6 A:

\$ _____ (in numbers)
 _____ (in words)

Additive Bid Alternate B : 500 Lineal Feet (LF) of Poly-cap fence topper. Add the amount for installing 500 LF of Poly-cap fence topper as described in the Summary of Work, Section 6 B. Price per unit shall apply to the total installed quantity that may be up to 25% greater than or 25% less than the estimated quantity, as directed by the CSD.

Item	Description	Unit	Estimated Qty	Bid Price per Unit	Total
1	Cost to install Poly-cap	LF	500	\$	\$
Total Amount: Inclusive of all work incidental thereto and connected therewith.					\$

\$ _____ (in numbers)
 _____ (in words)

Additive Bid Alternate C : Installation of Cabana Benches.

Add the amount for installing up to two (2) Cabana Benches as described in the Summary of Work, Section 6 C. Unit price shall apply to the installation of either one (1) or two (2) Cabana Benches, as directed by the CSD.

Item	Description	Unit	Estimated Qty	Bid Price per Unit	Total
1	Cost to install Cabana Bench	Each	2	\$	\$
Total Amount: Inclusive of all work incidental thereto and connected therewith.					\$

\$ _____ (in numbers)

_____ (in words)

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

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

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

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

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

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

 Social Security Number
 or Federal Identification Number

 Signature of Individual or
 Corporate Name

Contractor's State License Number

By: _____
Corporate Officer
(if applicable)

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

(Name)

By: _____
(Title)

(Business Address)

(City and State)

(Phone Number)

Date _____

LIST OF SUBCONTRACTORS

Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts

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

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

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

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

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

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

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

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

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

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

FIRM NAME: _____

BY: _____

TITLE: _____

**BIDDER'S RESPONSIBILITY STATEMENT
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

1. SCOPE OF THIS STATEMENT

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

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for installation of tennis courts or pickleball courts?

_____ years.
- b. Prospective bidders shall demonstrate a minimum of 3-years' experience in constructing projects of a similar size and nature for installation of tennis courts or pickleball courts.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. COMPLETED WORK

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

- a. Project Name: _____
Project Description: _____

Contract Amount: _____
Date Completed: _____
Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

4. CLAIMS HISTORY

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? _____
- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? _____
- c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

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

5. CONTRACT TERMINATION

- a. Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five- (5) years?..... If yes, provide an explanation below:

Project Name: _____

City/Client Contact
Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

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

6. COMPLETION BY SURETY

- a. Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?..... If yes, provide an explanation below:

Project Name: _____

Surety Contact
Name and Phone: _____

Date of Surety Took Over: _____

Explanation: _____

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

7. ADDITIONAL PAGES

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

_____ (List Pages)

8. PENALTY OF PERJURY

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

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

BIDDER: _____
Signature(s)

DATE: _____

(Name and Title of Signatories)

(Legal Name of Bidder)

(Address)

Number) (Phone

**“NON-COLLUSION AFFIDAVIT”
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

State of California
County of _____

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

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

BIDDER: _____
(Signature) (Date)

(Name and Title of Signatories)

(Legal Name of Bidder)

(Address)

**BID GUARANTEE
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

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

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

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

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

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

CONTRACTOR: _____

BY: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

TELEPHONE NUMBER: _____

**BID GUARANTEE
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

Attach Bid Guarantee here.

**SUMMARY OF WORK
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

1. RELATED DOCUMENTS

- A. Drawings and all Division Specification Sections contained within these documents apply to this Section.

2. PROJECT DESCRIPTION

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all complete and proper construction of the Work in good faith shall be performed, furnished and installed by the Contractor, at no increase in cost to the Owner. The Contractor shall also be responsible for construction coordination with other construction activities within the Town of Discovery Bay.
- B. The following description is intended only as an outline of Work to be accomplished and is not intended to be a definitive scope of Work. The Work is defined by the complete set of Contract Documents.
- C. The Project consists converting two (2) existing tennis courts and creating six (6) pickleball courts. The scope of work shall include but is not limited to:
1. Repair the surface of approximately 119' x 121.5' to meet USA Pickleball Association (USAPA) specifications.
 2. Existing tennis net posts, fencing, fence posts, cabana and cabana posts that are within the area of the new pickleball courts will be cut near flush with the existing surface by the Owner and removed from the site prior to the start of construction. The contractor will be responsible for grinding the steel posts remaining in the ground and surrounding asphalt and concrete as required to achieve proper elevation and then fill the steel posts remaining in the ground with concrete in order to have level pickleball courts. Contractor shall note the location of existing concrete post footings and shall notify the Owner if they will interfere with installation of new posts.
 3. Erect temporary safety fence to secure worksite as the contractor may require.
 4. Contractor shall also grind down any existing high spots in order to have level pickleball courts. It shall be the responsibility of the contractor to satisfy himself, prior to submitting his bid, in determining the total area to be ground down for level court surfaces.

5. Clean out all cracks and install crack filler in cracks 1/4" or wider. It shall be the responsibility of the contractor to satisfy himself, prior to submitting his bid, in determining the total quantity and length of cracks to be cleaned and filled.
6. Grind an area of 16' along west fence line x 4' in front of 2 new gates from zero to 1" below adjoining surface at gates to allow for sloping and tapering of new asphalt overlay to meet elevation of exist concrete walkway to avoid a tripping hazard.
7. Install high strength self-adhesive fabric (Mirafi) over all cracks on court surface larger than 1/8", filled or unfilled, and where existing posts have been ground down. It shall be the responsibility of the contractor to satisfy himself, prior to submitting his bid, regarding the length of cracks and other areas to be covered with self-adhesive fabric.
8. Apply tack coat and paving fabric over entire court surface.
9. Install sufficient asphalt concrete over paving fabric so that compacted asphalt has a minimum thickness of 1-1/2" with 95% relative compaction.
10. Install all new fence and gate posts and 12 net posts bringing concrete footings flush with top of asphalt. Net posts shall be Fraser Edwards Premier Round 3" OD pickleball net posts set 22' to the inside of the post for six (6) courts. Protect all posts from splatter that may occur during the remainder of the surfacing and color coat process.
11. Power wash court surface and flood to check for low spots that are deeper than a nickel laying flat.
12. Fill depressions 1/8" in depth or more with resurfacing material.
13. A minimum of 2 coats of resurfacing material shall be applied with squeegees over entire area. Application shall be at the rate of not less than 20 gallons of resurfacing material per 1,000 square feet.
14. Scrape off any ridges of excess resurfacing material after each coat has cured.
15. Finished surface shall be smooth and free of ridges, valleys, and tool markings.
16. Apply 2 coats of color mixed with 90 mesh sand.
17. Apply one coat of color without sand.
18. All coats to be applied with squeegees and in accordance with manufacturer's printed instructions.
19. Court paint colors shall be DecoColor:
 - Inner playing area; Olympic Blue
 - Non-Volley Zone; Spring Green
 - Outer playing area; Spring Green
20. Paint standard dimensioned court lines, 2" in width, using latex white textured paint. All lines shall be square, straight, and true.
21. Install six (6) sets of pickleball nets.
 - Nets shall be: "High Water" 32" x 21' 7"
22. Install a total of approximately 445' of 3'-8" high chain link fencing to create pickleball court areas. Interior courts shall be separated with two (2) - 4' openings without gates and four (4) - 4' openings with gates.
23. Install two (2) - 4' gates for court entrance at west fencing.
24. Move one (1) of the existing exterior 4' gate in the exterior 10' fencing on south side utilizing existing fence post as latch post and install new 3" gate post.
25. Replace chain link fence to match where 4' gate was removed.
26. Remove river rock and dirt as required to pour concrete walking surface in front of reinstalled 4' gate from sidewalk to court surface flush with top of new court surface. Compact loose dirt to 90% relative compaction prior to pouring concrete. Width of

concrete walk shall be even with hinge side of gate and shall extend 2' past latch side of gate.

27. Restoration of any existing facilities that are damaged by contractor, clean-up, and all other items to complete the Work at the Town of Discovery Bay Tennis Court Conversion to Pickleball Courts Project, Discovery Bay, California.

D. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, all work being fully completed including completion of punch list items, and the site being broom-clean.

3. WORK SEQUENCE

A. The Work of this Contract shall be conducted in accordance with the General Contractor's approved Project Schedule which shall include all items of work and shall generally follow the conditions outlined in Section 2 above.

4. OWNER SUPPLIED ITEMS

A. There are no Owner supplied item for this project.

5. CONTRACTOR USE OF PREMISES

A. During the construction period the contractor shall have full use of the premises identified as the contractor's Area of Work for construction operation, storage, and stockpiling.

B. The Contractor shall provide, erect, and maintain all necessary scaffolding, fencing, barricades, and other safety and security devices for the protection of the work, workers, and safety of the public. All work areas shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents and unsightliness to the greatest extent practical. Any component provided by the Owner or any other material that may be stolen from the project site prior to Project completion shall be replaced by the contractor at his sole expense.

6. OPTIONAL ADDITIVE ITEMS

A. Incremental price increase to provide thermally fused PVC or similar approved coating on galvanized chain link fencing, posts and hardware for all new 3'-8" high interior court fences and gates instead of just galvanized.

1. Color: Black

B. 500 ft of Poly-cap fence topper to be installed on all 3'-8" high fencing (existing and new). www.Chain-fence.com Fence Topper Cap, Type A, D-Shaped, smooth, green, or approved equal. Installed per manufacturer's recommendations with stainless steel zip ties.

C. Install Two (2), Cabana Bench, 10' canopy with 8' bench, surface mount.

1. Color: Green Canopy, tan bench

2. www.tenniscourtsupply.com Part Number CB-10-DB-SM, or equal.

7. WARRANTY

- A. Contractor shall provide a five (5) year labor and material warranty on all of the products and work provided under this contract and shall repair any cracks that appear in the court surface, including color application, or make any other repairs or replacements at no expense to the Owner.

****END OF SECTION****

**TECHNICAL SPECIFICATIONS
FOR**

**Town of Discovery Bay
Tennis Courts Conversion to Pickleball Courts**

1. RELATED DOCUMENTS AND GENERAL

- A. Drawings and all Division Specification Sections contained within these documents apply to this Section.
- B. Contractor shall call Underground Service Alert prior to excavating for any post holes.

2. SUBMITTALS

- A. Provide submittals for all products and items of work contained herein. Submittals shall include product information and manufacturer's recommended installation guide which shall include application rates, installation procedures, mix design and all other information necessary to indicate compliance with the contract documents. Delivery tags for concrete and AC paving shall include indication that the mix being delivered is the same as was approved during submittal review.

3. ASPHALT CONCRETE PAVING

- A. All Asphalt Concrete (AC) products and installation shall conform to the Caltrans Standard Specification, Section 93, latest edition. Aggregate for asphalt concrete shall conform to Section 39-1.02E of the Caltrans Standard Specifications for Type B grading 1/2-inch maximum, medium. The use of reclaimed asphalt pavement (RAP) in asphalt concrete shall be prohibited. All products shall be new virgin material. AC shall be compacted to a density of 95% in accordance with ASTM Test Method D1561.
- B. Crack filler shall be OverKote 2 or approved equal and shall be installed in accordance with manufacturer's recommendation.
- C. Adhesive fabric to be installed over cracks shall be, a minimum 12" wide, self-adhesive Mirafi MTK Paving Fabric, or approved equal. Adhesive fabric shall also be installed over areas where existing metal posts have been ground down and filled in with concrete and shall completely cover the joint between new concrete and existing AC.
- D. Paving fabric shall be Petromat Original or Plus-White depending on ambient air temperature at the time of installation as recommended by the manufacturer, or approved equal.
- E. Tack oil for use under paving fabric shall be AR-4000 and shall be applied in accordance with the manufacturer's published installation guide.

- F. Resurfacing material shall be Type 1: #200 x 1/8" Slurry Seal Oil which includes a mixture of fine graded aggregate, asphalt emulsion, mineral fillers, polymer and water as produced by Reed & Graham, Inc., or approved equal.

4. COURT PAINT

- A. Two (2) coat textured course paint shall be Deco Hardcourt DecoColor mixed with silica sand.
- B. Finish course paint shall be Deco Hardcourt DecoColor without sand.
- C. Line paint shall be Deco Hardcourt heavy bodied acrylic latex white textured striping paint.
- D. Provide color chart for Owner to make final color selections.

5. NET POSTS AND NETS

- A. Net posts shall be Fraser Edwards Premier Round 3" O.D. 11-gauge steel, green pickleball net posts or approved equal and shall be installed in accordance with the manufacturer's recommendations. Posts shall be installed so that the top of the net will be 36" above the finished surface as measured at the sidelines.
- B. Nets shall be High Water 32" x 21'-7" outdoor nets and shall be installed by the contractor with sufficient tension so that the center of the net is 34" above the playing surface and 36" above the sidelines.

6. FENCING AND GATES

- A. All chain link fencing material shall be hot dip galvanized.
 - 1. Chain link material to be galvanized 9-gauge knuckle, 2" mesh.
 - 2. Line posts and terminal posts: 2 - 1/2" O.D. set in concrete. All posts shall be evenly spaced in the fence line, maximum 10' on center.
 - 3. Gate posts: 3" O.D. set in concrete.
 - 4. Gates to be securely welded to prevent sagging and be complete with necessary fittings, hinges and a Master Halco gate latch 16758D or equivalent.
 - 5. Bottom of fencing shall have tension wire.
 - 6. Top rail, gate frame and brace rails: 1 - 5/8" OD.

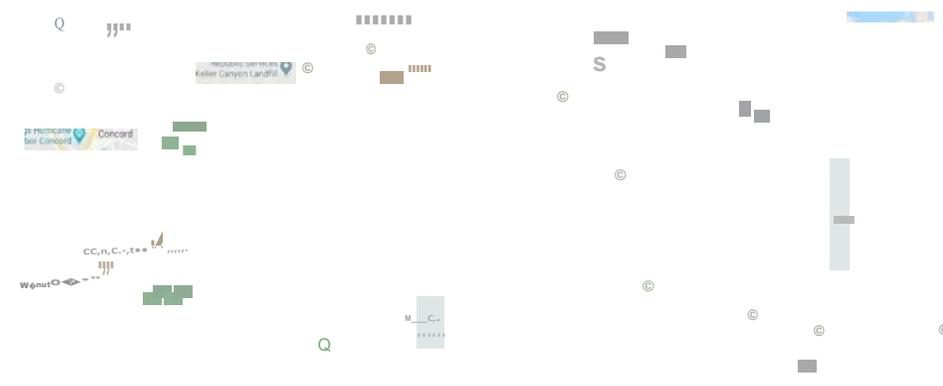
7. CAST IN PLACE CONCRETE

- A. Concrete for fence posts and net posts shall be either 3,000 psi 3/4" aggregate, ready-mixed concrete delivered to the project site or 4,000 psi sacks of Quikrete, or equal, mixed at the project site in accordance with manufacturer's recommendations. Fence post concrete shall not be allowed.
- B. Concrete for walkway flat work shall be 3,000 psi 3/4" aggregate, ready-mixed concrete delivered to the project site. Sack concrete shall not be permitted for flat work.
 - 1. Contractor shall install 6 x 6 x 10 x 10 welded wire mesh in the center of the flat work.

2. Concrete forms shall receive a form release agent prior to placing concrete and shall be stripped once concrete has had sufficient time to set so that the edged of the flat work can be finished without affecting the concrete.
3. Provide a nonslip broom finish on top and sides of flat work.
4. Once free water has disappeared from the concrete surface after finishing, cover concrete with burlap cloth lapped 6-inches at ends and sides and keep wet during the 7-day cure period.
5. Barricade flat work to prevent pedestrians from walking on flat work area for a period of 5 days.

****END OF SECTION****

Vehicle and equipment access driveway.



GENERAL NOTES

1. See Summary of Work and Technical Specifications for AC overlay and other court surfacing and project requirements.
2. See Detail 1/2 means See Detail 1 on Sheet 2, typical.



Know 11rs below.
Call before you dig.





Remove and replace chain link fencing for equipment access as needed. Do not damage existing

Relocate gate and patch in new chain link fence to match existing.

Relocate gate to new location. See Detail 2/2

from
to

Remove cobble and dirt to install 75" x 57.5" x 5.5" thick concrete slab with wire mesh in center of slab.

Detail 1
Site Plan

Install rail above gate and connect to gate posts similar to existing.

Install gate hinged to new 3" gate post with all new hinge and latch hardware. Cut, patch and connect exist chain link fencing to match existing.

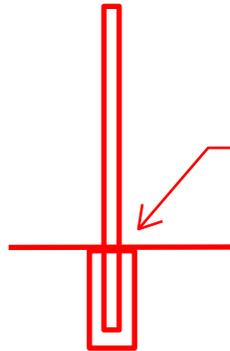
Pour slab 2' past latch post.



Detail 2
Gate and Slab

10' high fence, use 18" dia x 5' deep conc footing. 3'-8" high court fence, use 12" dia x 3' deep conc footing. Hold post 6" up from bottom of footing.

Remove 10' high post and footing to install new 3" dia gate post above top of fence with dome cap. Cut top rail and connect with rail ends and brace bands. See Detail 3/2.



Detail 3
Fence Footing



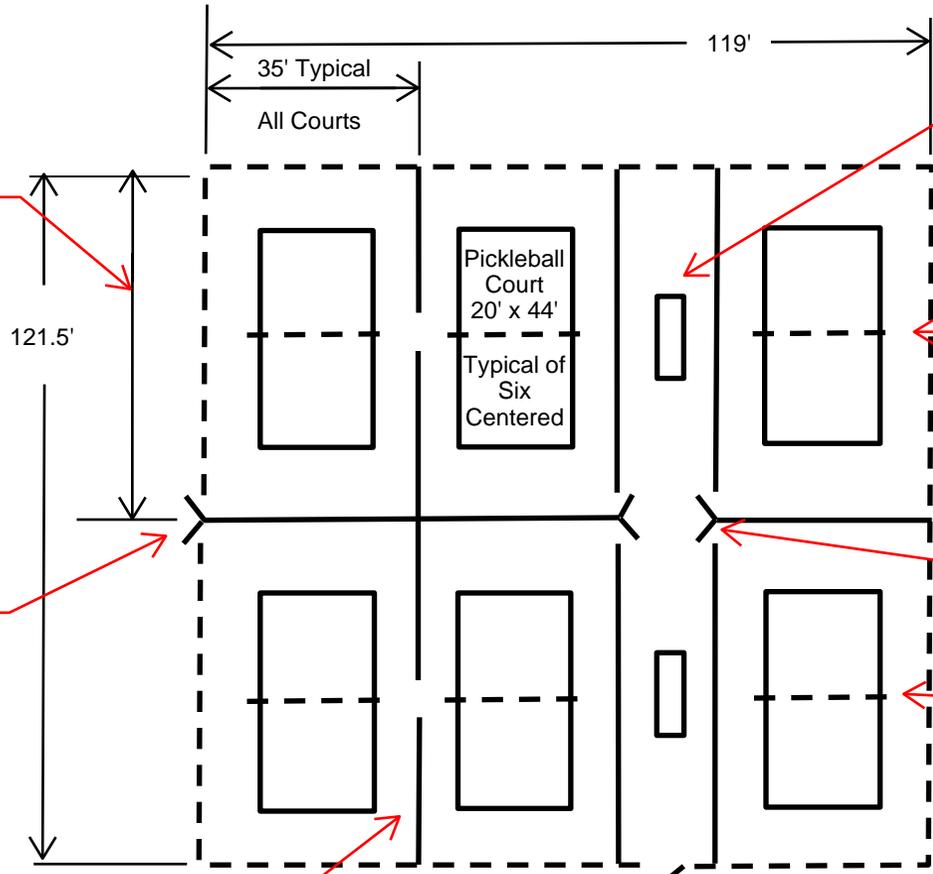


61'-1" Corner post to gate post and court

Typical concrete area to be ground down for leveling prior to AC overlay.

Detail 2
Typical Grind Area

New gates per Detail 1/4



Install Cabana Bench if selected as Bid Alternate. Centered at Court. See Detail 3/4

Center Court in Fenced area. Both ways. Typ.

4' wide court gates similar to Detail 1/4

Install 6 sets of nets and posts. See Detail 2/4

Existing fence, protect in

3'-8" high court fence typ. Install end posts as required if court fence does not line up exactly with existing 10' high fence posts. Typ.

Relocated gate per Detail 1/2

Detail 1
Court Layout Plan



Town of Discovery Bay
Tennis Court Conversion to
Pickleball Courts
June 22, 2020
NTSSheet 3

Remove and replace gate with new similar gate and hardware.

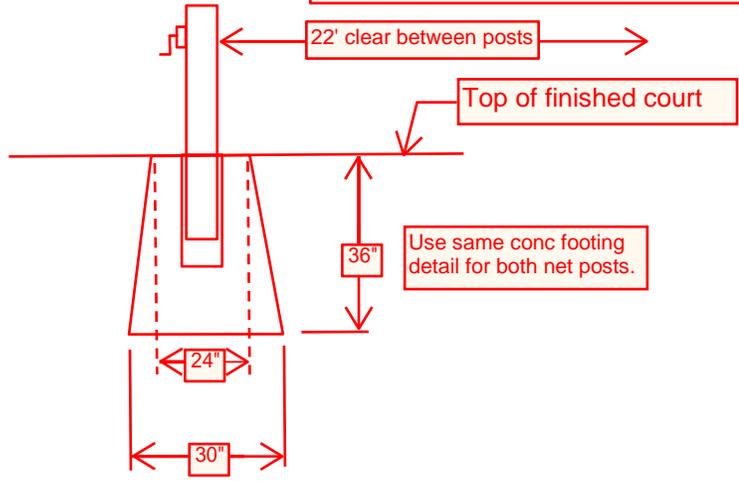


Use post as hinge post for 2 new gates. Match size of existing gate. Gates shall be welded and covered with chain link similar to existing. Set gates with 2" clearance from walkway.

Install new fence post as latch post. Provide all necessary hardware to reattach exist. chain link fence.

Detail 1
Typical Court Gates

Install net posts with ground sleeves in accordance with manufacturer's recommendations.
Install posts so that net height will be 36" above the finished surface as measured at the sidelines and 34" high at center of court.
Install posts equidistant from sidelines so that net is centered over the court.
Install posts true and plumb.



Detail 2
Net Post Installation



Install and attach surface mount cabana per manufacturer's recommendations.

Detail 3
10' Long Cabana Bench



ADDENDUM No. 1

TO

Contract Documents

For

Town of Discovery Bay

Tennis Courts Conversion to Pickleball Courts

Issued July 14, 2020

(Bid Date: July 21, 2020, at 10:00 a.m.)

This Addendum No. 1 shall become part of the contract and all provisions of the contract shall apply thereto.

Bidder shall acknowledge receipt of this addendum.

Revisions to Technical Specifications:

1. **Section 01120-6 FENCING AND GATES**

Revise subsection 6.A.2 to read:

2. Line posts and terminal posts: Shall be Either 2-1/2" or 2-3/8" O.D., Schedule 40, set in concrete. All posts shall be evenly spaced in the fence line, maximum 10' on center.

Revise subsection 6.A.3 to read:

3. Gate posts: Shall be either 2-7/8" or 3" O.D., Schedule 40, set in concrete.

Response to Bidders Questions

1. ***Can the court fence be 4' high instead of 3'-8" high?***

Response: Interior court fence may be either 3'-8" or 4' high. If contractor wishes to install 4' high fence, then an additional post will be required adjacent to the existing gate post shown on Detail 1 Sheet 4 in such a manner so as not to disturb the existing concrete footing and a short section of chain link with top rail will need to be installed between the new post and existing gate post. Alternatively, contractor may remove and replace the existing gate post and concrete footing with a higher post to tie-in the 4' high chain link.

2. ***Will tension wire be required at the bottom of the fence fabric?***

Response: Yes. 7 gage spring coil tension wire will be required to be installed at the bottom of the fence fabric with steel hog rings spaced 24" on center. Contractor will be required to install all necessary galvanized fittings, hardware, tie wire, etc., for a complete, secure, tight, fence installation meeting industry standards.

3. ***What weight top rail do you want?***

Response: Contractor shall use Schedule 40 galvanized steel for all top rails joined with 6" long sleeves.

4. Can 2'-6" deep concrete footings be used instead of 3-foot deep for the interior court fence posts?

Response: Yes. Concrete footings for the interior court fence posts shall be 12" diameter x 2'-6" deep.

5. How thick is the existing asphalt on the tennis courts?

Response: Attached is a drawing showing the approximate thickness of the existing asphalt at three (3) locations.

6. Is water available for construction?

Response: Contractor may use water from a hose bib at the back of the community center building and from any public fire hydrant in the Town without blocking traffic. Contractor will not be charged for water used for reasonable project purposes.

7. Will the contractor be responsible for repairing or replacing the vehicle and equipment access driveway that may become cracked by fully loaded asphalt or concrete delivery trucks?

Response: No. The contractor will not be responsible for cracks that may occur in the vehicle and equipment access driveway as a result of fully loaded asphalt or concrete trucks. Contractor will be responsible for any other damage that may occur due to his activities.

This Addendum No. 1, pages 1 through 3, plus one (1) attached drawing, four (4) pages total shall become part of the Contract and all provisions of the Contract shall apply thereto.

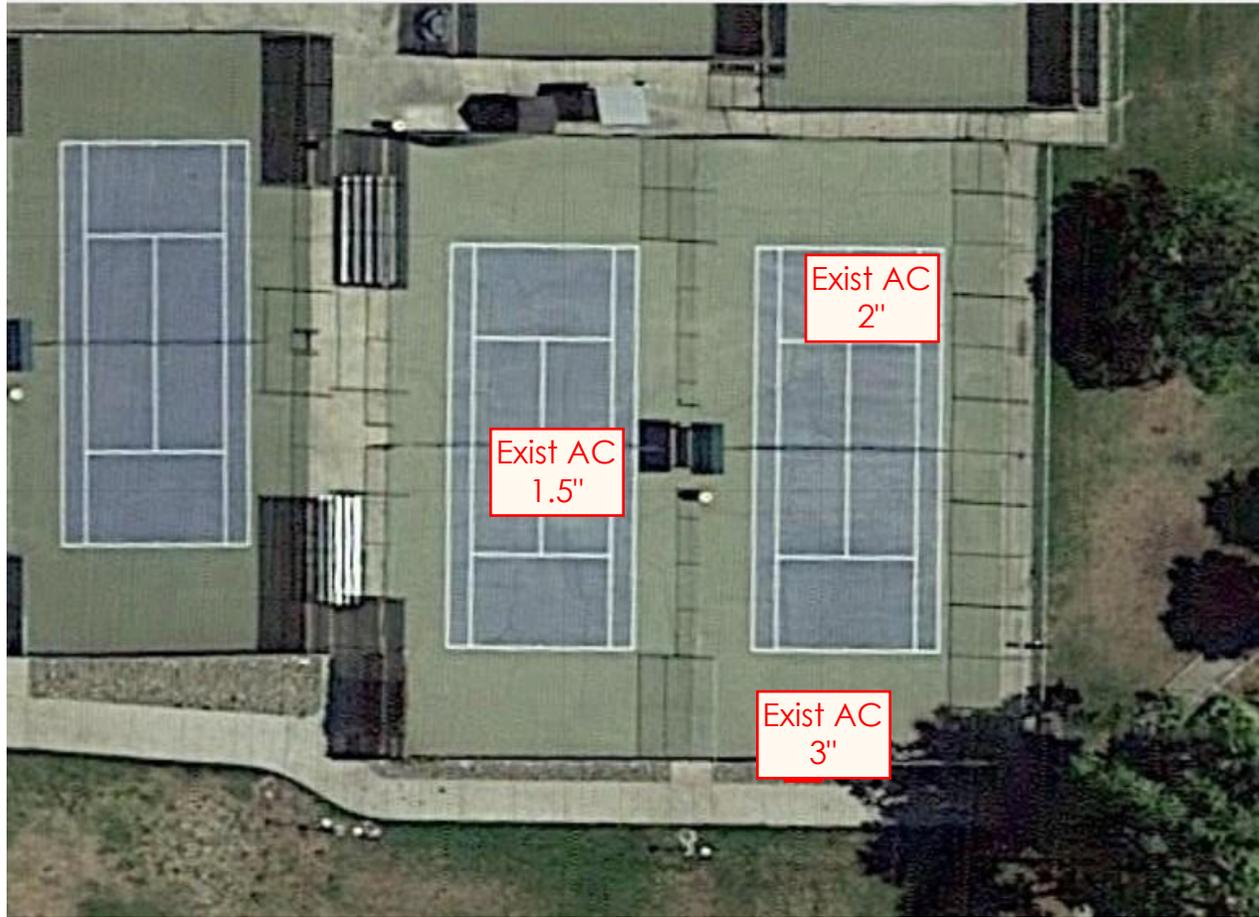
The date and time for submittal of the Bid remains Tuesday July 21, 2020, at 10:00 AM. and has not changed from the original bid date.

Bidders shall acknowledge receipt of all Addenda by number in the space provided in the Bid Form.

TOWN OF DISCOVERY BAY



Bill Engelman



Approximate Thickness of Existing AC at Various Locations

Town of Discovery Bay
Tennis Court Conversion
to Pickleball Courts
July 14, 2020
Addendum 1
Existing AC Thickness