



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, September 6, 2023 7:00 P.M.**

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

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

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

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

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

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

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

C. CONSENT CALENDAR

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

1. Approve Regular Board of Directors DRAFT Meeting minutes from August 16, 2023.
2. Approve Register of District Invoices.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

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

E. MUNICIPAL ADVISORY COUNCIL

F. PRESENTATIONS

G. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Approve the Water and Wastewater Committee Recommendation to Eliminate the Non-Viable Office Building Options as Possible Options for the Future District Office Building.
2. Discussion and Possible Action to Approve the Contract with AETypic to Complete Conceptual Design Plans to Remodel the Existing Community Center into the Future District Office Building.
3. Discussion and Possible Action to Approve the Replacement Purchase of a Crane Truck for Water and Wastewater Department.
4. Discussion and Possible Action to Award Construction of the Willow Water Treatment Plant Filter Replacement Project to the Lowest Responsive Bidder in the Amount of \$1,093,100.
5. Discussion and Possible Action to Award a Contract to California Conservation Corps for the Installation of Amenities, Replacement of Playground Surface, and Refurbishment of the Lawn Area Adjacent to the BBQ Area for the Prop 68 Per Capita Project at Cornell Park.
6. Discussion and Possible Action to Approve the Paws on Parade Event at the Community Center on October 21, 2023.
7. Discussion and Possible Action to Purchase a New Lawn Mower for the Parks and Landscape Department.

H. MANAGER'S REPORT

I. GENERAL MANAGER'S REPORT

J. DIRECTOR REPORTS

1. Standing Committee Reports.
 - a. Communications Committee Meeting (Committee Members Carolyn Graham and Bryon Gutow) September 6, 2023.
 - b. Parks & Recreation Committee Meeting (Committee Members Bryon Gutow and Michael Callahan) September 6, 2023.
 - c. Water & Wastewater Committee Meeting (Committee Members Ashley Porter and Kevin Graves) September 6, 2023.

K. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

L. CORRESPONDENCE

M. LEGAL REPORT

N. FUTURE AGENDA ITEMS

O. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on September 20, 2023 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

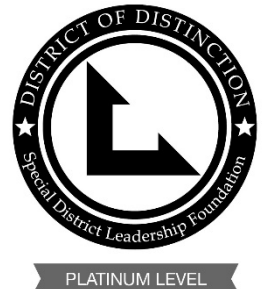
"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday August 16, 7:00 P.M.

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Called business meeting to order at 7:00 p.m.
2. Director Gutow led the Pledge of Allegiance.
3. Roll Call was taken, and all members were present with the exception of Director Graham who was absent.

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

- The first speaker expressed concerns about an emergency evacuation route out of Discovery Bay. He would like the Board to contact the County to address this issue.
- The second speaker discussed Director compensation.
- The third speaker echoed the emergency evacuation issue. He also would like the Town to look into getting solar. He also created a Nextdoor survey to ask residents if they were willing to spend money on a new District Office.

C. CONSENT CALENDAR

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

1. Approve Regular Board of Directors DRAFT Meeting minutes from August 2, 2023.
2. Approve Register of District Invoices.

Director Gutow made a Motion to Approve the Consent Calendar.
Director Callahan seconded.

Vote: Motion carried – AYES: 4 – Porter, Callahan, Graves, Gutow, NOES: 0, ABSTAINED: 0,
ABSENT: 1

D. PRESENTATIONS

1. Eagle Scout Sam Krey.

Assistant General Manager Allan Cantando wanted to highlight this project being an example of the Community and the Town working together. He thanked Monica Gallo and Sam Krey for taking on this project.

Recreation Supervisor Monica Gallo introduced Sam Krey, who completed the renovation of the wall ball area as his Eagle Scout project.

Eagle Scout Sam Krey showed a power point presentation that illustrated the steps taken in the renovation of the wall ball area.

President Ashley Porter presented Sam Krey with a Certificate of Appreciation.

2. Veolia Presentation.

Presented by Veolia Project Manager Anthony Harper.

- Well 7 is still being repaired.
- 20 coliform samples were collected with zero positive results.
- All Lift Stations were active.

E. DISCUSSION AND POSSIBLE ACTION

1. Approve Report of Delinquencies and authorize staff to record a certificate of lien declaring the amount of the charges and penalties due and the name and last known address of the person liable for those charges and penalties in the Contra Costa County Recorder's Office for the accounts listed in the approved Report of Delinquencies.

Presented by General Manager Dina Breitstein.

- There are six accounts in the Town that have been delinquent for a significant period of time. Staff is requesting authorization to place a lien on each of the six parcels.

Public Comment:

- The first speaker inquired about fire sprinklers in the homes.
- The second speaker asked about the process of placing a lien. President Porter directed him to contact staff for further clarification.

Director Graves made a Motion to Approve Report of Delinquencies and authorize staff to record a certificate of lien declaring the amount of the charges and penalties due and the name and last known address of the person liable for those charges and penalties in the Contra Costa County Recorder's Office for the accounts listed in the approved Report of Delinquencies.

Director Gutow seconded.

Vote: Motion carried – AYES: 4: Porter, Callahan, Graves, Gutow, NOES: 0, ABSTAINED: 0, ABSENT: 1: Graham

F. MANAGER'S REPORT

1. Recreation Update.

Presented by Recreation Supervisor Monica Gallo.

- Swimming lessons are wrapping up for the season.
- Stroke and Turn classes will begin August 21st.
- Pickleball lessons will be offered in the Winter Activity Guide.
- Last day for weekend recreational swim will be October 1.
- Flick 'n Float is Friday, August 18th.
- Summer Jam will be on September 9th.
- Pickleball tournament will be held on September 30th - October 1st.

2. Social Media Update.

Presented by Assistant General Manager Allan Cantando.

- The Town started its Nextdoor for Government account.

G. GENERAL MANAGER'S REPORT

Presented by General Manager Dina Breitstein.

1. Introduction of new Finance Manager.
 - Margaret Moggia has been hired as the new Finance Manager. Margaret comes with over twenty-eight years of experience in government finance.
2. Town Hall Event.
 - The second Town Hall will be held on September 16th, 2023 from 11:00a.m. to 1:00p.m.
3. Coffee with the General Manager.
 - Coffee with the General Manager will be held at Callahan's Coffee and Cones on August 25, 2023 at 9:30a.m.

H. DIRECTOR REPORTS

1. Special Water & Wastewater Committee Meeting (Committee Members Ashley Porter and Kevin Graves) August 16, 2023.

Director Graves recapped the discussion that took place during the Special Water and Wastewater Committee Meeting.

- There were eight options originally proposed for a new District Office Building.
- Four options remain and will be presented to the Board at a future meeting.

I. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Contra Costa County Aviation – July 13, 2023 (Director Kevin Graves)
2. LUHSD – July 26, 2023 (Director Kevin Graves)

J. CORRESPONDENCE

None.

K. LEGAL REPORT

None.

L. FUTURE AGENDA ITEMS

None.

M. ADJOURNMENT

1. Adjourned at 7:42p.m. to the next Regular Meeting of the Board of Directors on September 6, 2023 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

Prepared By: Allan Cantando, Assistant General Manager & Lesley Marable, Accountant
Submitted By: Dina Breitstein, General Manager

Agenda Title

Approve Register of District Invoices.

Recommended Action

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

Executive Summary

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

Fiscal Impact:

Amount Requested \$ 526,453.77

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 2023/2024

AGENDA ITEM: C2

Request for Authorization to Pay Invoices
For The Meeting On September 6, 2023
Town of Discovery Bay CSD
Fiscal Year 7/23 - 6/24

Pacific Gas & Electric	\$172,037.63
J.W. Backhoe & Construction, Inc.	\$82,723.37
Luhdorff & Scalmanini	\$56,819.98
Town of Discovery Bay CSD	\$49,183.17
San Joaquin County Office Of Ed	\$37,014.00
National Outdoor Furniture, Inc.	\$32,347.69
Veolia Water North America	\$18,339.03
Ambient Air Inc.	\$14,600.00
Pacific Landscape Supply, Inc.	\$6,052.76
Delta Fence Company, Inc.	\$5,673.00
Badger Meter	\$5,522.45
Watersavers Irrigation Inc.	\$5,087.27
Delta Regional Monitoring Program	\$4,791.00
Lucas Electrical Inc.	\$4,345.00
Brentwood Decorative Rock, Inc.	\$3,894.12
Freedom Mailing Service, Inc	\$3,617.74
Valencia Janitorial Plus	\$3,090.00
Belkorp AG	\$2,716.31
Michelle Dominge	\$2,715.00
Saviano Company Inc.	\$2,475.00
Lincoln Aquatics	\$2,199.83
BSK Associates	\$2,029.75
Brentwood Press & Publishing	\$2,004.00
National Aquatic Services, Inc.	\$1,870.65
Mt Diablo Resource Recovery	\$1,590.00
City Of Brentwood	\$560.79
ODP Office Solutions, LLC	\$484.52
Concentra	\$482.00
Water Utility Refund Customers	\$477.01
Quadient Leasing USA, Inc.	\$302.26
Big O Tires	\$291.64
Bay Area Driving School, Inc.	\$266.22
Core & Main LP	\$183.80
UniFirst Corporation	\$148.34
Karrie Hebert	\$147.00
Discovery Pest Control	\$99.00
Department of Justice	\$98.00
Cintas	\$78.14
Upper Case Printing, Inc.	\$71.28
Verizon Wireless	\$25.02

\$526,453.77



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

Prepared By: Dina Breitstein, General Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title:

Discussion and Possible Action to Approve the Water and Wastewater Committee Recommendation to Eliminate the Non-Viable Office Building Options as Possible Options for the Future District Office Building.

Recommended Action:

It is recommended that the Board approve the following action:

Eliminate the following Non-Viable Office Building Options per the Water and Wastewater Committee Recommendation.

- Option 1: Stay in the Existing Building
- Option 2: Leasing Rental Space
- Option 7: New Facility at Existing Site and;
- Option 8: Existing Building at Riverlake and DB BLVD.

Executive Summary:

In June of 2021, Luhdorff & Scalmanini (LSCE), the District's water engineering consultant, completed a Risk and Resilience Assessment Report for the Town of Discovery Bay. The report was requested and submitted to the America Water Works Association (AWWA). The report identified that the District Office shared a site with the Well 6 Water Treatment Facility. It found that allowing public access to the District's process facilities increases the risk of accidental or intentional malevolent acts and poses a relatively high vulnerability to the water system and liability for the District. The general public access to process control facilities daily is irregular, and it is highly recommended that options be reconsidered to move the District Office Operations to a different site. This move would mitigate the possibility of accidental or intentional malevolent acts to the District's water treatment facility. The risk results outlined in the report prompted the Board decision to create an Ad-Hoc Building Committee to explore various options.

The Ad-Hoc Office Building Committee began the task of exploring relocating the District Office administration operations. The tasks accomplished to date are listed below:

1. Identify a new site location
2. Interview and recommend an architectural firm to develop three design concepts
3. Advise and review design necessities and features
4. Bring the recommended concept(s) to the Board of Directors.

AETypic was contracted by the District to provide three New Office Building conceptual schemes. Three schemes were designed and reviewed by the Ad-Hoc Committee, with conceptual Scheme A being the recommended plan to bring forward for Board review. The Ad-Hoc committee met several times to guide and review the three schemes.

In addition to the three schemes, the Ad-Hoc Committee explored remodeling and adding to the Community Center building. AET has provided a quote of additional services if the Board chooses to pursue AET in providing one conceptual design to expand/remodel the Community Center.

The June 7, 2023 Board Meeting was held to hear public comments regarding the Architectural Design for a new office building to be built adjacent to the existing Community Center. The building Conceptual Plan A cost estimated was \$13M. Due to the high cost estimate presented, the Board of Directors paused moving forward on acquiring the new office architecture and engineering plans. The Board decided to continue to research and review other building options.

At the July 5, 2023 Special Water and Wastewater Committee meeting the Committee, Staff and Public put together a list of eight office building options for the District to discuss. Those options were:

- Option 1 – Stay in the Existing Building
- Option 2 – Leasing Rental Space
- Option 3 – New Building
- Option 4 – New Modular Building
- Option 5 – Purchase New Property with Office Space
- Option 6 – Remodel the Community Center
- Option 7 – New Facility at Existing Site
- Option 8 – Existing Building at Riverlake and DB Blvd

At the August 16, 2023 Water and Wastewater Committee meeting the Committee elected to recommend the elimination of the Non-Viable options to date for a new District office building:

- Option 1 – Stay in the Existing Building
- Option 2 – Leasing Rental Space
- Option 7 – New Facility at Existing Site
- Option 8 – Existing Building at Riverlake and DB Blvd

It is recommended that the Board approve the following action:

Eliminate the following Non-Viable Office Building Options per the Water and Wastewater Committee Recommendation.

Option 1: Stay in the Existing Building

Option 2: Leasing Rental Space

Option 7: New Facility at Existing Site and;


Option 8: Existing Building at Riverlake and DB BLVD.

Previous Relevant Board Actions for This Item

Attachments

Building Presentation

AGENDA ITEM: G1

A horizontal band with a teal background featuring wavy, water-like patterns. The text is overlaid on this band.

Water & Wastewater Office Options

Town of Discovery Bay

Requirements

- The America's Water Infrastructure Act (AWIA) was signed into law on October 23, 2018, and is enforced by the U.S. Environmental Protection Agency (EPA). The AWIA requires community drinking water systems serving more than 3,300 people to develop a Risk and Resilience Assessment (RRA) to identify risks from malevolent acts and natural hazards within the water system. The EPA provided guidelines to cover the areas of assessment that are required in the AWIA.
- To comply with AWIA, an official from the District must sign the certification stating that the RRA was completed in accordance with AWIA, and the signed certification must be submitted to the EPA water resilience website before June 30, 2021.

Requirements/Needs

- America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)
- Safety and Security (physical, doors, camera's, alarms, gates, - Cyber and natural hazard Safety and security)
- Sufficient staff space (privacy, conference rooms)
- Room for future growth
- Energy efficient & OSHA Compliant
- Existing Board Chamber issues (size, location, privacy)
- Storage space (files, plans, records, cyber security) fire safety

Building Option Listing

- Option 1 - Stay in the Existing Building
- Option 2 – Leasing Rental Space
- Option 3 – New Building
- Option 4 – New Modular Building
- Option 5 – Purchase New Property with Office Space
- Option 6 – Remodel the Community Center
- Option 7 – New Facility at Existing Site
- Option 8 – Existing Building at Riverlake and DB Blvd

Option 1 – STAY IN EXISTING BUILDING



Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)		X
Existing Board Chamber issues (size, location, privacy)		X
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)		X
Sufficient staff space (privacy, conference rooms)		X
Room for future growth		X
Energy efficient & OSHA Compliant		X
Storage space (files, plans, records, cyber security) fire safety		X

PROS & CONS

PROS	CONS
N/A	Building is too small
	Insufficient heating and air (OSHA issues)
	Floor has holes (rotting)
	Walls and siding (rotting)
	Security Issues (employee safety, open water treatment plant)
	no room for growth
	Office location is difficult for vendors and residents to find
	Infrastructure Growth (space needed) water tanks and Filters
	Lacks parking

Option 2 – LEASING RENTAL SPACE

LAKEVIEW BUSINESS PLAZA

Square footage available to lease – 2,284

Terms – month to month



Option 2 – LEASING RENTAL SPACE

MARINA BOARDWALK

Square footage available to lease – no
space currently available

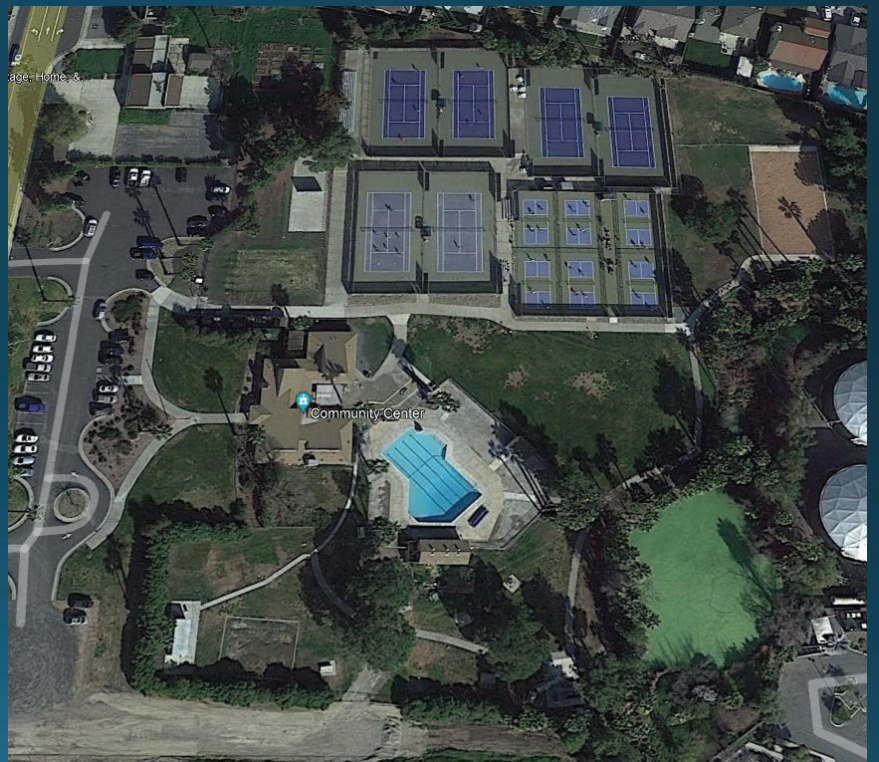


Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)		X
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)		X
Sufficient staff space (privacy, conference rooms)	At some locations (will need to construct)	X
Room for future growth		X
Energy efficient & OSHA Compliant	At some locations	
Storage space (files, plans, records, cyber security) fire safety	At some locations	

Option 3 – NEW BUILDING

Location – COMMUNITY CENTER PROPERTY



Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)	X	
Safety and Security (physical, doors, camera's, alarms, gates, - Cyber and natural hazard Safety and security)	X	
Sufficient staff space (privacy, conference rooms)	X	
Room for future growth	X	
Energy efficient & OSHA Compliant	X	
Storage space (files, plans, records, cyber security) fire safety	X	

PROS & CONS

PROS	CONS
Meets necessary requirements	Cost Estimate at \$13M +/-

Option 4 – NEW MODULAR BUILDING

Location – COMMUNITY
CENTER PROPERTY

Contacted design company

*Picture is only an example (not TODB
design)*



Option 4

- Enviroplex, Inc. out of Stockton California. Enviroplex specializes in pre-fabricated modular buildings.
- In order to start the project, TODB would need to have an architect draw up plans and have them approved through the local reviewing agency, Contra Costa County.
- Once approved and Enviroplex accepts our project, it is approximately 14-16 weeks to get the building fabricated, brought to site, and have it constructed.
- We would need a General Contractor to trench for Gas, Electric, low voltage etc.
- They have different ceiling options to include a standard 9 ft. ceiling as well as a vaulted ceiling, and a ridgeline ceiling option.
- For the construction costs, we should anticipate approximately \$400-\$425 a sq. foot.
- The above cost includes a concrete foundation, or we could go through a General Contractor and have the General Contractor company provide the foundation if the price was lower than what Enviroplex would charge.
- There are other costs for this option as well, architecture plans, parking lot, permitting, construction management etc..

Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)	Potentially meets	
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)	Potentially meets	
Sufficient staff space (privacy, conference rooms)	Potentially meets	
Room for future growth	Potentially meets	
Energy efficient & OSHA Compliant	X	
Storage space (files, plans, records, cyber security) fire safety	Potentially meets	

Option 5 – PURCHASE NEW PROPERTY WITH OFFICE SPACE

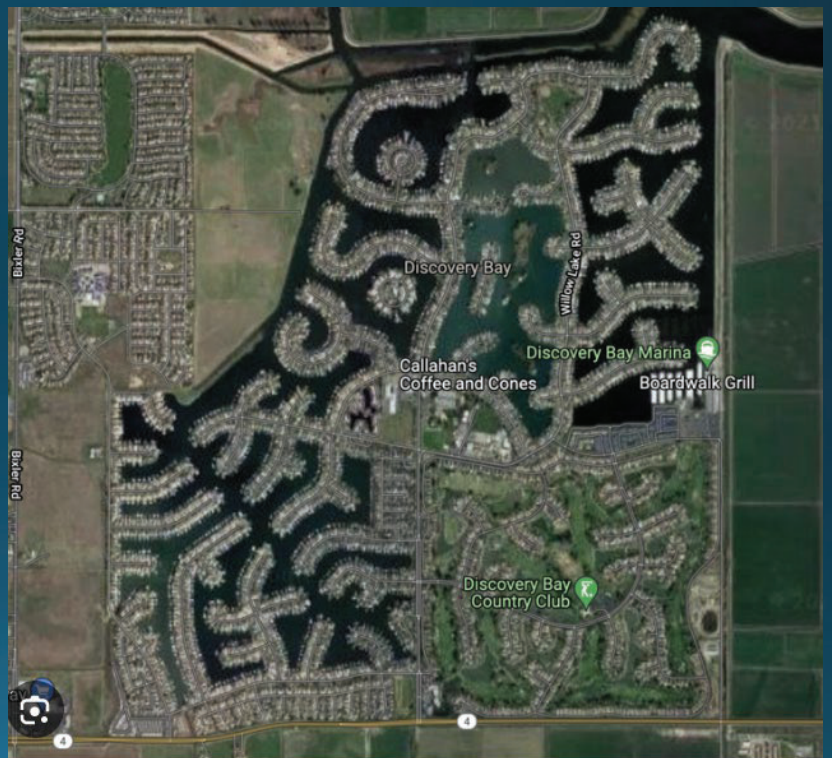
Location – SHOPPING CENTER IN
DISCOVERY BAY

Purchase price \$6.4M +/-

Square footage – approx. 38,000

Leases would pay mortgage

Existing Tenants 9 – Working with
Legal on TODB landlord
requirements



Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)	X	
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)	Few added upgrades to meet	
Sufficient staff space (privacy, conference rooms)	X	
Room for future growth	X	
Energy efficient & OSHA Compliant	X	
Storage space (files, plans, records, cyber security) fire safety	X	

PROS & CONS

PROS	CONS
Meets all required needs	TODB Landlord (hire management co to mitigate any issues)

Option 5 – PURCHASE NEW PROPERTY WITH OFFICE SPACE

Location – DIRT LOT ACROSS
FROM THE COMMUNITY CENTER

Option is no longer available –
property under contract

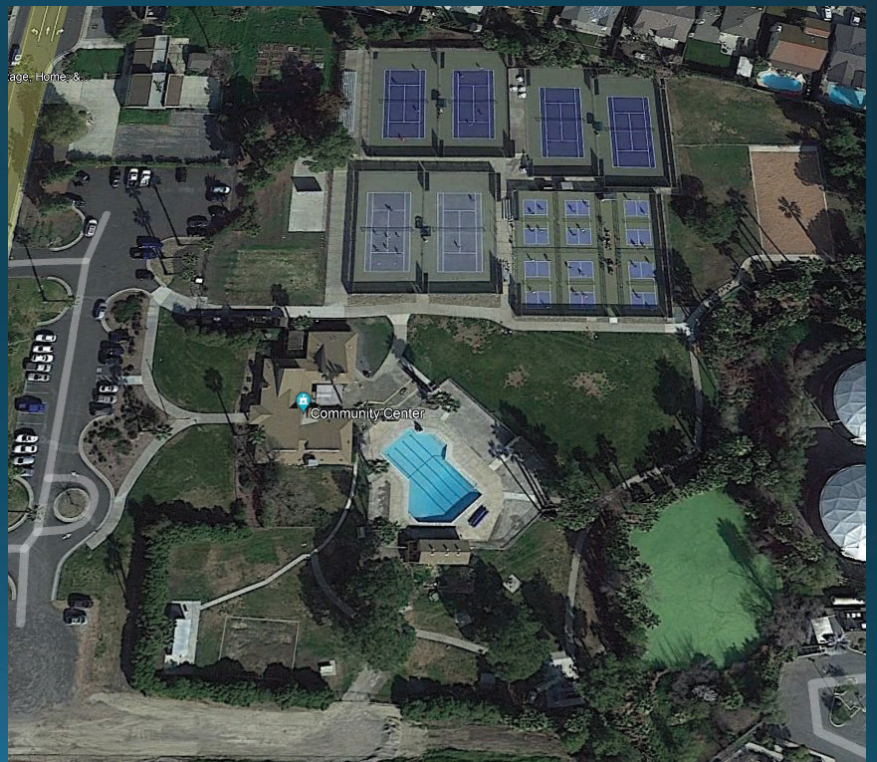


Option 6 – REMODEL THE COMMUNITY CENTER

Location – COMMUNITY
CENTER PROPERTY

Quote from AET to provide
cost estimate and potential
design concept. Move
forward with quote?

More to come on this option
(called AET, waiting on
return call of expected
design turnaround)



Viable Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)	More information required	
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)	More information required	
Sufficient staff space (privacy, conference rooms)	More information required	
Room for future growth	More information required	
Energy efficient & OSHA Compliant	More information required	
Storage space (files, plans, records, cyber security) fire safety	More information required	

PROS & CONS

PROS	CONS
Need more information	Need more information

Option 7 – NEW FACILITY AT EXISTING SITE

Location –WILLOW LAKE ROAD

Tight space for parking and chemical deliveries

Open to the public – Opens up for potential for accidental or malevolent activity

New facility construction needed water tank, larger filters.



Viabile Option?

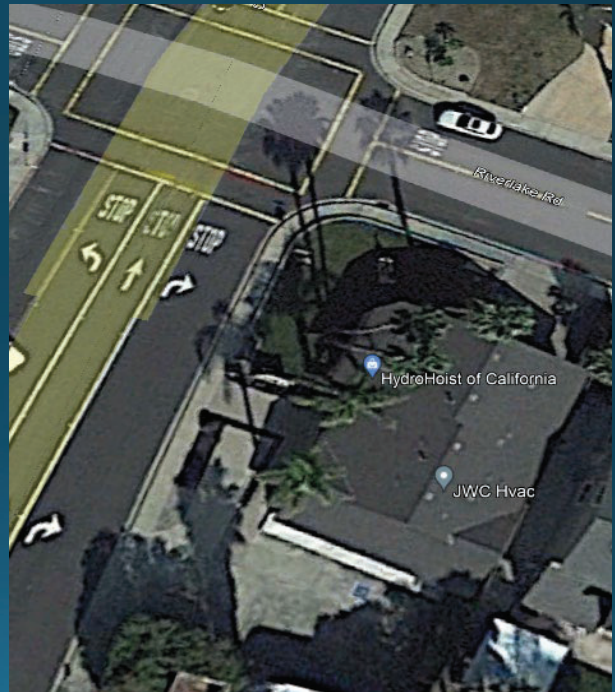
REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)		X (not enough space to gate off)
Existing Board Chamber issues (size, location, privacy)		X
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)		X
Sufficient staff space (privacy, conference rooms)	Potentially Meets	
Room for future growth		X
Energy efficient & OSHA Compliant	X	
Storage space (files, plans, records, cyber security) fire safety		X

Option 8 – EXISTING BUILDING AT RIVERLAKE AND DB BLVD.

Location – CORNER OF DB BLVD AND RIVERLAKE ROAD

Purchase Price – N/A

Square footage or building layout– N/A



Viabile Option?

REQUIREMENTS	MEETS	DOES NOT MEET
America's Water Infrastructure ACT Risk(s) (public accessibility to secure treatment process water & wastewater)	X	
Existing Board Chamber issues (size, location, privacy)		X
Safety and Security (physical, doors, cameras, alarms, gates, - Cyber and natural hazard Safety and security)	Potentially meets	
Sufficient staff space (privacy, conference rooms)		X Limited
Room for future growth		X Limited
Energy efficient & OSHA Compliant	More information required	More information required
Storage space (files, plans, records, cyber security) fire safety	More information required	More information required

PROS & CONS

PROS	CONS
Moves us from current location	Not enough parking
	Building's location
	Limited room for future growth
	Tenants renting space

Committee Recommendation of Non-Viable Options

- Options # 1, 2, 7 and 8 – Committee Recommendation to Eliminate Options 1,2,7 & 8 at the August 16, 2023, Special Water & Wastewater Committee Meeting.

Board Decisions of Non-Viable Options

- Options # (number) – Eliminated by the Board of Director's at the (date) Board Meeting.

Eliminated Non-Viable Options

- Options Number:



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

Prepared By: Dina Breitstein, General Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title:

Discussion and Possible Action to Approve the Contract with AETypic to Complete Conceptual Design Plans to Remodel the Existing Community Center into the Future District Office Building.

Recommended Action:

To contract with AETypic to complete one conceptual plan to remodel the Community Center into the new District office building in the amount of \$9,574.00 plus 10% contingency and authorize the General Manager to execute any and all contracts therein.

Executive Summary

At the August 16, 2023 Water and Wastewater Committee meeting the Committee elected to recommend the elimination of the non-viable options to date for a new District office building.

The Committee also decided to bring to the Board the option to explore remodeling the Community Center building. AETypic has provided a quote for additional services if the Board chooses to pursue AET in providing a conceptual design to expand/remodel the Community Center. The quote enclosed in the agenda packet is an additional \$9,574.00 to provide one conceptual scheme.

Staff is looking for a board decision on the following:

Contract with AETypic to complete in the amount of \$9,574.00 plus 10% contingency, for one conceptual plan to remodel the Community Center into the new District office building and authorize the General Manager to execute any and all contracts therein.

Previous Relevant Board Actions for This Item

Attachments

AET Quote for Additional Services

AGENDA ITEM: G2



Proposal for
Additional Services for
Town of Discovery Bay
Community Service District
New Town Office Building



AET.

aetypic.com

7 Freelon Street
San Francisco, CA 94107
415.762.8388

G2-1

PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/21/2023)

I. Needs Assessment

A. Existing Conditions

- As-built verification of existing Community Center.

B. Programming / Space Planning

- Review / Consult with District staff the programming and space requirements for the renovation of the existing Community Center.

II. Conceptual Design

C. Conceptual Design Options (3)

- Prepare a maximum of two (2) Preliminary Design Sketches for the renovation of the existing Community Center.
- Develop one (1) Conceptual Design Option including Building Floor Plan, Site Development Plan, Primary Building Elevation, and breakdown of relevant Building Data for the renovation of the existing Community Center.

D. Statements of Probable Cost (SOPC)

- Prepare a Statement of Probable Cost for the one (1) Conceptual Design Option for the renovation of the existing Community Center.

III. Final Documents

E. Needs Assessment and Conceptual Design Report

- Integrate the additional design option for the renovation of the existing Community Center into the Conceptual Design Report.

PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/21/2023)

I. Submittals (2)

1. Preliminary Design Sketches (2)
 - Intended for review and approval by District leadership prior to development of Conceptual Design Options.
2. Conceptual Design Option (1)
 - Intended for review and approval by District leadership prior to start of Final Documents.

II. In-Person Meetings / Site Walks (1)

1. As-Built Verification
 - Performed at the start of (A) Existing Conditions.

III. Virtual Meetings (1)

1. Design Review Meeting
 - Performed at the end of (C.2) Conceptual Design Option

PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/21/2023)

We propose to provide the Architectural Services noted herein on a time and materials basis in accordance with the 2023 Aetypic Fee Schedule, see attached.

We propose a not-to-exceed of **\$9,574**

Task	Scope of Services	HOURS				LABOR				ODCs	SUB MARKUP	TOTAL
		AET.				AETYPIC	CUMMING - Cost Estimation	Subtotal Subs	Total Labor			
		Project Manager	Project A/E	Job Captain	CAD Specialist / Designer							
Hourly Billing Rate		\$225.00	\$175.00	\$155.00	\$145.00						10%	
Part I - Existing Conditions / Programming												
A Existing Conditions												
A.1	As-Built Verification	0	4	4	0	\$ 1,320	\$ -	\$ -	\$ 1,320	\$ 100	\$ -	\$ 1,420
Subtotal (Task A)		0	4	4	0	\$ 1,320	\$ -	\$ -	\$ 1,320	\$ 100	\$ -	\$ 1,420
B Programming / Space Planning												
B.1	Programming Review / Consultation	1	2	2	0	\$ 885	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ 885
Subtotal (Task B)		1	2	2	0	\$ 885	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ 885
Subtotal Part I - Needs Assessment		1	6	6	0	\$ 2,205	\$ -	\$ -	\$ 2,205	\$ 100	\$ -	\$ 2,305
Part II - Conceptual Design												
C Conceptual Design Options (1)												
C.1	Preliminary Design Sketches (2 Sketches)	1	4	4	6	\$ 2,415	\$ -	\$ -	\$ 2,415	\$ -	\$ -	\$ 2,415
C.2	Conceptual Design Option (1 Option)	1	4	4	4	\$ 2,125	\$ -	\$ -	\$ 2,125	\$ -	\$ -	\$ 2,125
Subtotal (Task C)		2	8	8	10	\$ 4,540	\$ -	\$ -	\$ 4,540	\$ -	\$ -	\$ 4,540
D Statement of Probable Cost (SOPC)												
D.1	Statements of Probable Cost (1)	0	0	1	0	\$ 155	\$ 2,340	\$ 2,340	\$ 2,495	\$ -	\$ 234	\$ 2,729
Subtotal (Task D)		0	0	1	0	\$ 155	\$ 2,340	\$ 2,340	\$ 2,495	\$ -	\$ 234	\$ 2,729
Subtotal Part II - Conceptual Design		2	8	9	10	\$ 4,695	\$ 2,340	\$ 2,340	\$ 7,035	\$ -	\$ 234	\$ 7,269
Grand Total Parts I-II		3	14	15	10	\$ 6,900	\$ 2,340	\$ 2,340	\$ 9,240	\$ 100	\$ 234	\$ 9,574

Any additional Reimbursable Expenses not noted above are not included in the proposed fee and shall be according to the 2023 Aetypic Fee Schedule.

Additional services beyond those described above, performed with your prior approval, will be billed on a time and materials basis in accordance with the 2023 Aetypic Fee Schedule.

FEE SCHEDULE

PROFESSIONAL AND SUPPORT SERVICES

HOURLY RATE

Senior Principal A/E ¹	\$265
Principal A/E	\$245
Project Manager/Senior Eng/Arch III	\$225
Associate A/E	\$205
Project Eng/Arch II	\$175
Senior Staff Eng/Job Captain	\$155
Staff Eng/Arch I	\$145
CAD Specialist/Designer ³	\$145
Creative Services/ Graphic Designer ³	\$140
Senior Field Technician ^{2,3}	\$150
Field Technician ^{2,3}	\$140
Project Administrator ³	\$125
Clerical Administrator ³	\$100

¹ Architects, Engineers, Scientists, Geologists

² Field technician services require a minimum of 4 consecutive hours per day followed by 2-hour increments. We require 24 hours advance notice for scheduling. Two hours will be charged for any cancellation within 24 hours.

³ Overtime rates for work in excess of 8 hours per day or 40 hours per week are 1.5 times the regular hourly rates for weekdays and Saturday and 2.0 times the regular hourly rates for Sunday and holidays. Overtime for professional services is billed at the regular hourly rate.

OTHER DIRECT COSTS [ODC]

Reimbursable for other direct costs are billed at cost plus 10 percent. These reimbursable costs include, but are not limited to:

1. Consultant and Subcontracted Services
2. Travel: Airfare, Auto Rental, Parking, Toll
3. Subsistence: Lodging, Meals and Incidentals
4. Auto Mileage: \$0.655 per mile
5. Field Vehicles: \$90 per day
6. Other Direct Expenses: Field Expenses, Equipment Rental, Special Fees, Permits, Printing, Reproduction, Express Mail, Delivery, etc.
7. In-house Reimbursable Expenses are as follows:
 - a. B/W copy (8 1/2X11): \$0.50 /sheet; B/W copy (11X17): \$1.00/sheet
 - b. Color copy (8 1/2X11): \$1.25 /sheet; Color copy (11X17): \$1.50/sheet
 - c. Drawing Copy (14X20): \$8.00/sheet; Drawing Copy (28X40): \$16.00/sheet
 - d. Plotting: \$20.00 /sheet; Mylar (28X40): \$32/sheet; Digital Media: \$15.00 /disc
 - e. 1/2" Binder: \$3.00; 1" Binder: \$4.00; 2" Binder: \$6.00; 3" Binder: \$8.00

The Fee Schedule is subject to revision periodically or at the end of each year. New rates will be used for all Fee Schedule contracts after each revision is made.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

Prepared By: Aaron Goldsworthy, Water & Wastewater Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Approve the Replacement Purchase of a Crane Truck for Water and Wastewater Department.

Recommended Action

It is recommended that the Board take the following action:

1. Approve the funds to purchase a crane truck for the Water and Wastewater Department, and
2. Authorize the General Manager to enter and execute all purchase agreements including the purchase cost, tax, licensing, and crane certification, not to exceed \$150,000.

Executive Summary:

At the August 3, 2022 Board of Directors meeting the Board approved the funds to purchase a crane truck for the District, in the amount of \$100,000.

Since that time, third-party training efforts caused irrevocable damage to the crane truck. The District has accepted the total loss evaluation of \$89,794.18 from the insurance appraisal provided. The secondary costs that were paid by the District to correct the damages and move the truck to a secure location will also be paid for by the third-party vendor.

Due to the price increases across all vehicle markets, staff is requesting an additional \$50,000 on top of the original \$100,000 to replace the crane truck. The additional funds will aid staff in broadening the purchasing radius to find the vehicle that meets the needs of the District.

Staff is continuing to actively look and research crane trucks. At this time, there are no pre-owned crane trucks on the market that fit the District needs.

Previous Relevant Board Actions for This Item

Board of Directors meeting August 3, 2022.

Attachments

1. Sample Crane Truck Specs.

AGENDA ITEM: G3

500E2 Series Product Guide

ASME B30.5 • Imperial 85%



Features

- 16,3 t (18 USt) rating
- 21,6 m (71 ft) three-section full power boom
- Standard hydraulic capacity alert system
- Internal anti-two block

NATIONAL CRANE 500E2 SERIES

Features

The 500E2 stand-up boom truck is great for owner/operator businesses and rental fleets featuring a 16,3 t (18 USt) maximum capacity, 36,9 m (121 ft) maximum vertical reach, and 24,7 m (81 ft) maximum vertical hydraulic reach.

> Three-section boom

With a capacity of 16,3 t (18 USt) the Series 500E2 is equipped with a three-section 21,6 m (71 ft) boom. The long boom allows the operator to perform more lifts without the use of a jib, reducing setup time and improving efficiency.



> Innovative outrigger design

The Series 500E2 comes equipped “A” frame boxed slide outriggers with swivel pads and ASH type stabilizers. An optional single front outrigger is also available for 360° operation.

Front outriggers: 6,19 m (20.25 ft) span

Rear stabilizers: 3 m (10 ft) span



> NEW Electronic throttle and OMS system

New electronic pedals utilizing J1939 communication for easy set up and reliable engine communication. Outrigger monitoring system (OMS) with improved system feedback at the hands of the operator.

> Productivity increasing options and Lift Solutions™

- Hydraulic hose reels
- Factory-installed toolbox options
- Additional valve section and controls for hydraulic accessories
- Fixed and rotating 2-person platforms
- Four function radio remote controls
- Continuous rotation



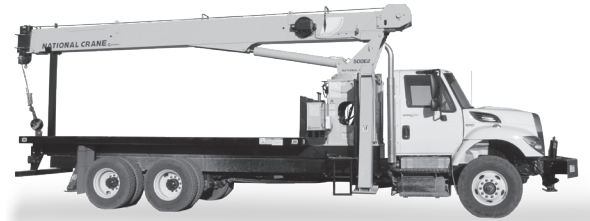
> Chassis customization options

- Steel and aluminum tool boxes
- 15 or 30 ton pintle hitch integrated in rear of machine
- Polymeric outrigger cribbing and cribbing stowage



Jobsite benefits

- The steel torsion box and flatbed further reduce frame flex
- Speedy-reeve boom tip and sheave blocks simplify rigging changes by decreasing the time needed to change line reeving
- Crane components painted before assembly reduce the chance of rust, improve serviceability and enhance the appearance of the crane
- A control knob located on the swing motor brake release valve can be easily adjusted to the crane operator's swing speed preference
- Rear stabilizers include an independent stabilizer control and bolt/clamp on mounting
- Engine start/stop switches
- Outriggers are equipped with a motion alarm and an outrigger monitoring system
- Emergency stop overrides located at control station
- Crane function control knobs use ISO symbols for language independence



Serviceability

- Bearings on the boom extension and retract cables can be greased through access holes in the boom side plates
- Removable winch allows the internal telescoping cylinder to be removed quickly, without dismantling the boom
- Internal anti-two-block wire routing eliminates external reel and wire to protect crane components
- The boom sheave case is open, allowing access to replace the internal anti-two-block wire and to observe internal boom components
- Internal boom parts have been reduced, decreasing service time when rebuilding the machine



Manitowoc Crane Care when you need it.
The assurance of the world's most advanced crane service and support to get you back to work fast.



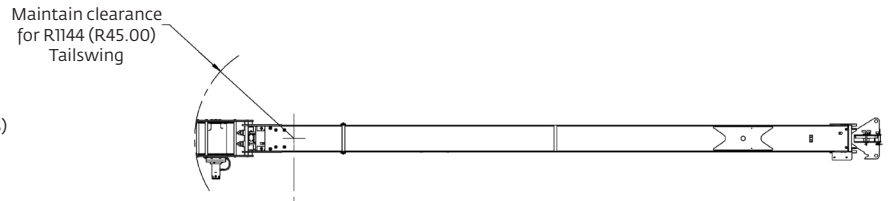
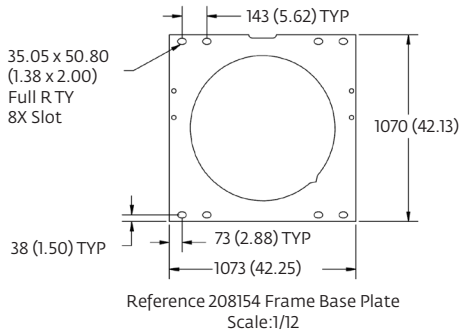
Manitowoc Finance helps you get right to work generating profits for your business.
Financial tools that help you capitalize on opportunity with solutions that fit your needs.

Contents

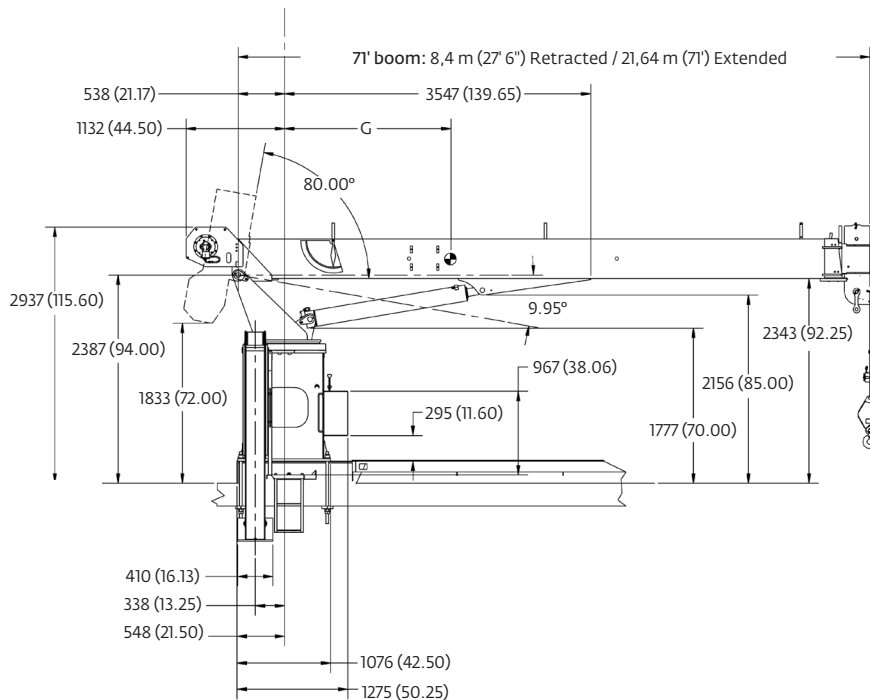
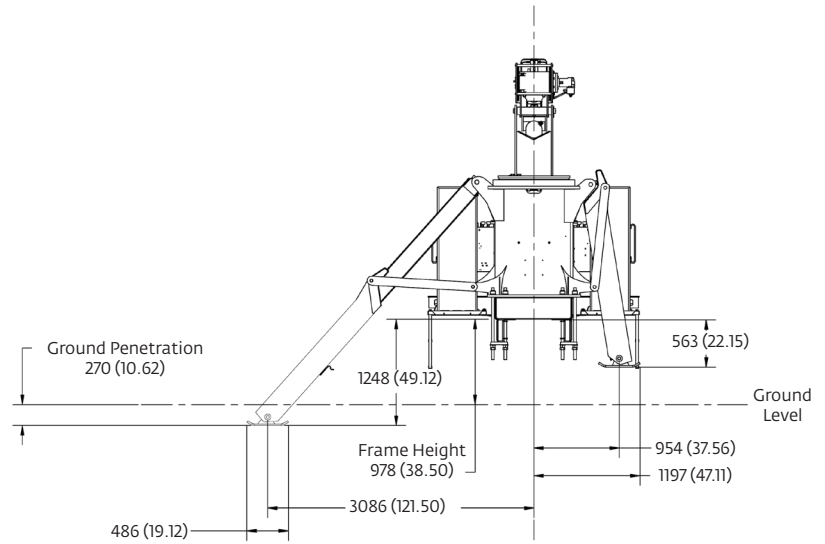
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- Working range - Series 571E2 with jib 10
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Dimensions

Series	Retracted length	Extended length	G (wet)	Dry/Wt	With oil/Wt
571E2	8,4 m (27 ft 6 in)	21,64 m (71 ft)	1,91 m (75 in)	6677 kg (14,721 lb)	6947 kg (15,316 lb)



Dimensions are in mm (in) unless otherwise specified.



Mounting configurations

The configurations are based on the Series 500E2 with an 85% stability factor. The complete unit must be installed in accordance with factory requirements and a test performed to determine actual stability and counterweight requirements since individual truck chassis vary.

Configuration 1 with Torsion Box - 180° Full capacity work area

Working area: 180°

Gross Axle Weight Rating Front: 5443 kg (12,000 lb)

Gross Axle Weight Rating Rear: 9525 kg (21,000 lb)

Gross Vehicle Weight Rating: 14 968 kg (33,000 lb)

Wheelbase: 602 cm (237 in)

Cab to Axle/trunnion (CA/CT): 427 cm (168 in)

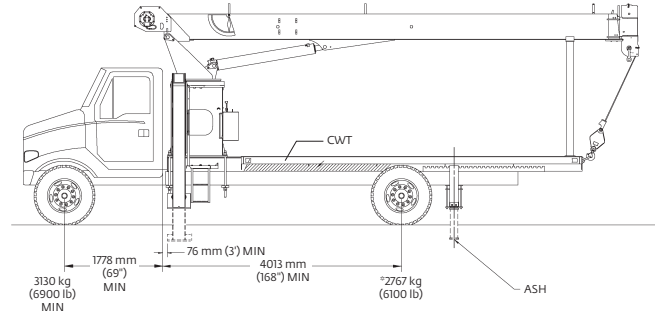
Frame Strength: 758 MPa (110,000 PSI):

- Frame Section Modulus (SM) under crane – 261 cm³ (15.9 in³)
- Frame Section Modulus (SM) over rear stabilizers – 213 cm³ (13 in³)

Stability Weight, Front: 3130 kg (6900 lb) minimum*

Stability Weight, Rear: 2767 kg (6100 lb) minimum*

Estimated Average Final Weight: 13 608 kg (30,000 lb)



This configuration is the least expensive method for the Model 571E2. This mount, with the crane mounted behind the cab, requires the least weight of all mounts for stability; thus, you can haul larger payloads on your truck. It requires standard subbase and rear (ASH) stabilizers.

Configuration 2 with Torsion Box - 360° Full capacity work area

(Extended front frame rails required for SFO installation.)

Working area: 360°

Gross Axle Weight Rating Front: 5443 kg (12,000 lb)

Gross Axle Weight Rating Rear: 9525 kg (21,000 lb)

Gross Vehicle Weight Rating: 14 968 kg (33,000 lb)

Wheelbase: 602 cm (237 in)

Cab to Axle/trunnion (CA/CT): 427 cm (168 in)

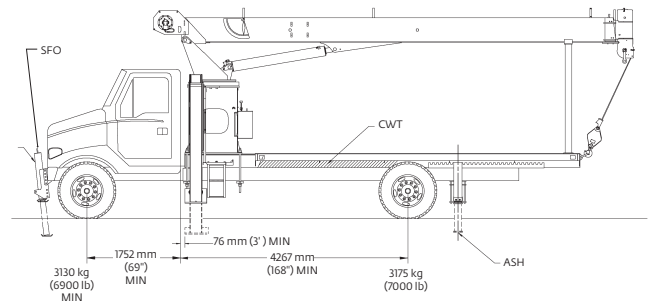
Frame Strength: 758 MPa (110,000 PSI):

- Frame Section Modulus (SM) under crane – 261 cm³ (15.9 in³)
- Frame Section Modulus (SM) over rear stabilizers – 213 cm³ (13 in³)

Stability Weight, Front: 3130 kg (6900 lb) minimum*

Stability Weight, Rear: 3175 kg (7000 lb) minimum*

Estimated Average Final Weight: 13 835 kg (30,500 lb)



Requires front SFO stabilizer to give machine full capacity 360° around the truck. Truck must meet the minimum requirements above. Front stabilizer gives the machine a solid base, helping the operator control loads precisely.

**Estimated axle scale rates prior to installation of crane, stabilizers and subbase for 85% stability.*

Mounting configurations

Minimum truck requirements

Many factors must be considered in the selection of proper truck for an 500E2 crane. Items which must be considered are:

1. **Axle Rating.** Axle ratings are determined by the axles, tires, rims, springs, brakes, steering and frame strength of the truck. If any one of these components is below the required rating, the gross axle rating is reduced to its weakest component value.
2. **Wheelbase (WB), Cab-to-Trunnion (CT) and Bare Chassis Weight.** The wheelbase, CT and chassis weights shown are required so the basic 500E2 can be legally driven in most states and meet stability requirements. The dimensions given assume the sub-base is installed properly behind the truck cab. If exhaust stacks, transmission protrusions, etc., do not allow a close installation to the cab, the WB and CT dimensions must be increased. Refer to the Mounting Configuration pages for additional information.
3. **Truck Frame.** Try to select a truck frame that will minimize or eliminate frame reinforcement or extension of the after frame (AF). Many frames are available that have

the necessary after frame (AF) section modulus (SM) and resistance to bending moment (RBM) so that reinforcing is not required. The front hydraulic jack is used for a 360° working range around the truck. The frame under the cab through the front suspension must have the minimum S.M. and RBM because reinforcing through the front suspension is often difficult because of engine, radiator mounts and steering mechanics. See “Truck Requirements” and “Frame Strength” pages for the necessary section modulus and resistance to bending moment values. Integral extended front frame rails are required for front center stabilizer installation.

4. **Additional Equipment.** In addition to the axle ratings, wheelbase, cab-to-axle requirements and frame, it is recommended that the truck is equipped with electronic engine control, increased cooling and a transmission with a PTO opening available with an extra heavy duty PTO. A conventional cab truck should be used for standard crane mounts.

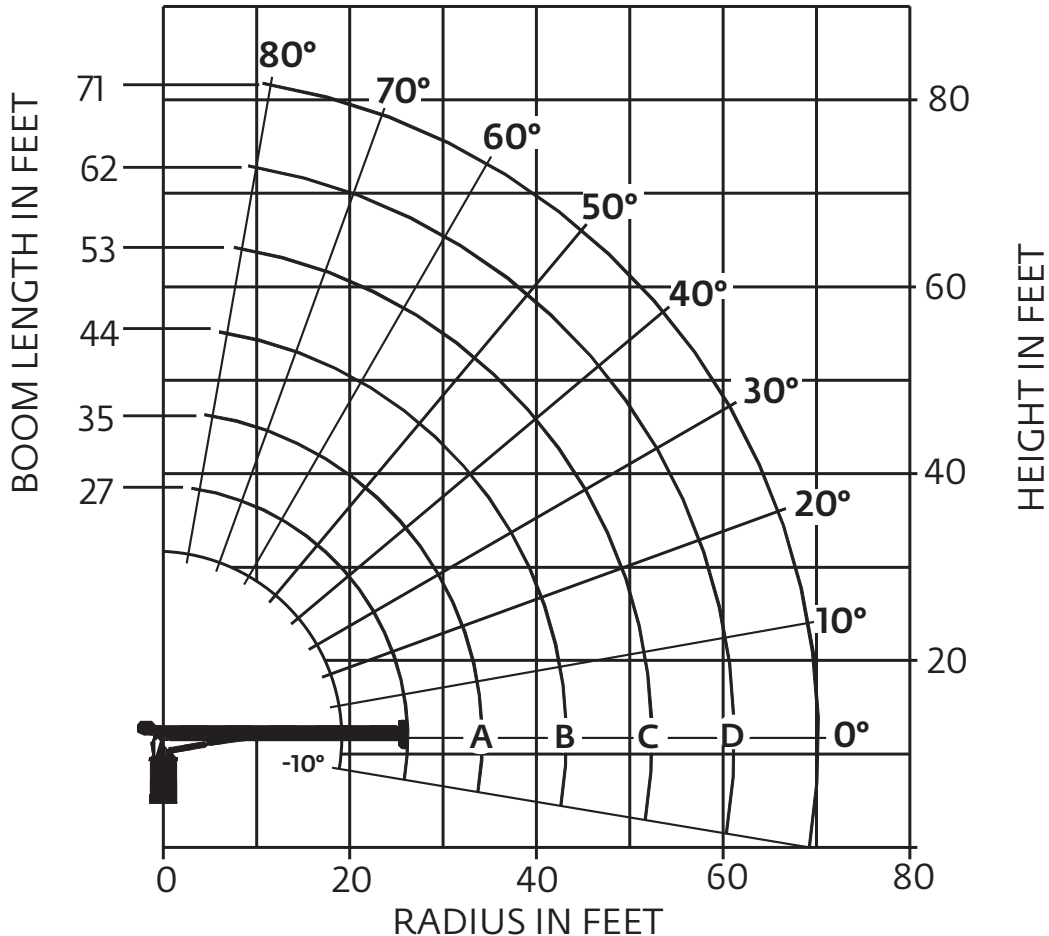
5. **Neutral Start Switch.** The chassis must be equipped with a switch that prevents operation of the engine starter when the transmission is in gear.

Notes:

- Gross Vehicle Weight rating (GVWR) is dependent on all components of the vehicle (axles, tires, springs, frame, etc.) meeting manufacturers’ recommendations: always specify GVWR when purchasing trucks
- Diesel engines require a variable speed governor for smooth crane operation; electronic fuel injection requires EET engine remote throttle
- All mounting data is based on a National Series 500E2 with an 85% stability factor
- The complete unit must be installed in accordance with factory requirements, and a test performed to determine actual stability and counterweight requirements per SAE J765; contact the factory for details
- Transmission neutral safety interlock switch is required

Working range

Series 571E2



CAUTION:

- Do not operate crane booms, jib extensions, any accessories or loads within 3 m (10 ft) of live power lines or other conductors of electricity.
- Jib and boom capacities shown are maximum for each section.
- Do not exceed capacities at reduced radii
- Load ratings shown on the load rating charts are maximum allowable loads with the outriggers properly extended on a firm, level surface and the crane leveled and mounted on a factory recommended truck.
- Always level the crane with the level indicator located on the crane.
- The operator must reduce load to allow for factors such as wind, ground conditions, operating speeds and their effects on freely suspended loads.
- Overloading this crane may cause structural collapse or instability.
- Weights on any accessories attached to the boom or loadline must be deducted from the load chart capacities.
- Do not exceed jib capabilities at any reduced boom lengths.
- Do not deadhead lineblock against boom tip when extending boom or winching up.
- Keep at least three wraps of loadline on drum at all times.
- Use only specified cable with this machine.

*THIS CHART IS ONLY A GUIDE AND SHOULD NOT BE USED TO OPERATE THE CRANE.
The individual crane's load chart, operating instructions and other instructional plates must be read and understood prior to operating the crane.*

Load chart

Series 571E2



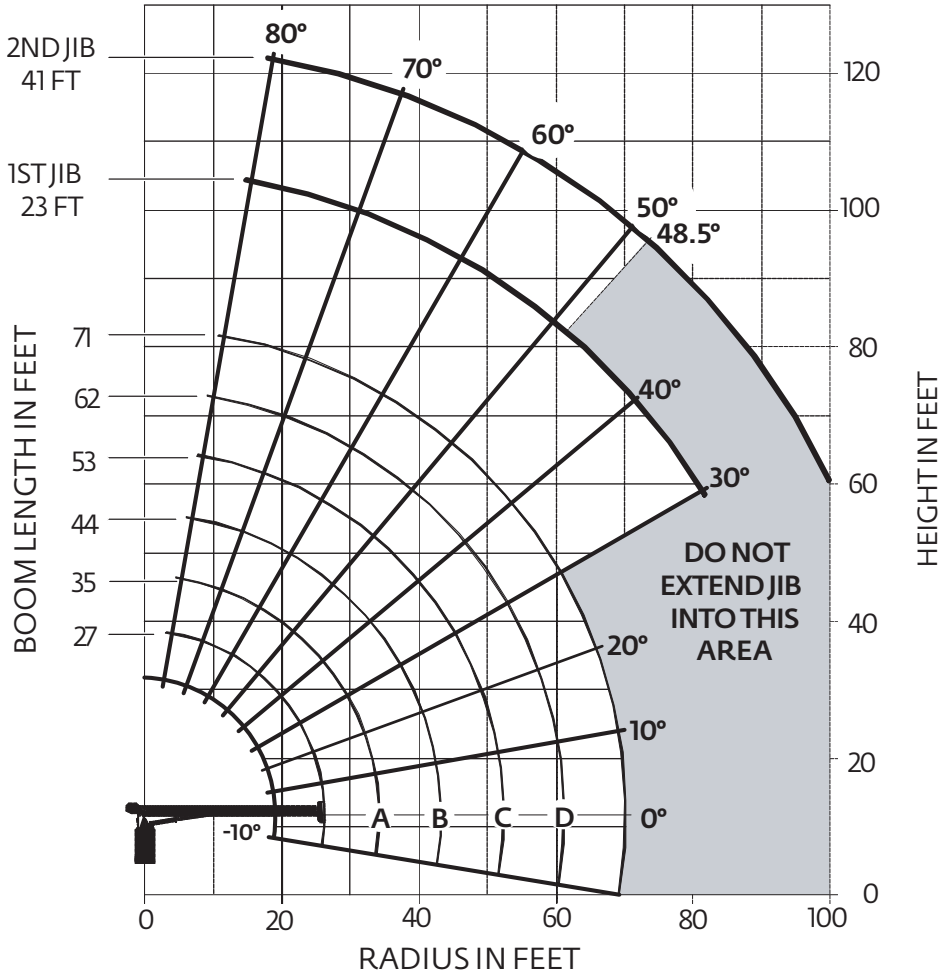
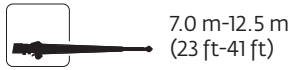
Pounds

LOAD RADIUS (FEET)	LOADED BOOM ANGLE	27 FT BOOM	LOADED BOOM ANGLE	A 35 FT BOOM	LOADED BOOM ANGLE	B 44 FT BOOM	LOADED BOOM ANGLE	C 53 FT BOOM	LOADED BOOM ANGLE	D 62 FT BOOM	LOADED BOOM ANGLE	71 FT BOOM
5	77.5	36,000										
8	70.5	24,650	75.5	20,550								
10	66	19,500	72	17,250	76.5	16,700	79.5	16,350				
12	61	16,250	68.5	14,850	73.5	14,350	77	14,000				
14	56	14,250	64.5	13,050	71	12,600	75	12,250	77.5	12,000		
16	50.5	12,600	61	11,600	68	11,200	72.5	10,850	75.5	10,650	78	9600
20	38.5	9950	53	9450	62	9150	68	8850	72	8650	75	8000
25	16	6300	41	7450	55	7350	62	7150	67	6950	70.5	6750
30			26.5	5650	46	6060	55.5	5950	62	5800	66.5	5700
35					35.5	4900	48.5	5000	56.5	4900	61.5	4800
40					20	3600	40.5	4150	50.5	4200	57	4100
45							30.5	3400	43.5	3450	51.5	3500
50							14	2300	36	2800	46	2850
55									26	2300	39.5	2350
60											32	1950
65											22.5	1650
	0	4100	0	2650	0	1750	0	1200	0	750	0	400

THIS CHART IS ONLY A GUIDE AND SHOULD NOT BE USED TO OPERATE THE CRANE.
 The individual crane's load chart, operating instructions and other instructional plates must be read and understood prior to operating the crane.

Working range

Series 571E2 with jib



CAUTION:

- Do not operate crane booms, jib extensions, any accessories or loads within 3 m (10 ft) of live power lines or other conductors of electricity.
- Jib and boom capacities shown are maximum for each section.
- Do not exceed capacities at reduced radii
- Load ratings shown on the load rating charts are maximum allowable loads with the outriggers properly extended on a firm, level surface and the crane leveled and mounted on a factory recommended truck.
- Always level the crane with the level indicator located on the crane.
- The operator must reduce load to allow for factors such as wind, ground conditions, operating speeds and their effects on freely suspended loads.
- Overloading this crane may cause structural collapse or instability.
- Weights on any accessories attached to the boom or loadline must be deducted from the load chart capacities.
- Do not exceed jib capabilities at any reduced boom lengths.
- Do not deadhead lineblock against boom tip when extending boom or winching up.
- Keep at least three wraps of loadline on drum at all times.
- Use only specified cable with this machine.

*THIS CHART IS ONLY A GUIDE AND SHOULD NOT BE USED TO OPERATE THE CRANE.
The individual crane's load chart, operating instructions and other instructional plates must be read and understood prior to operating the crane.*

Load chart

Series 571E2 with jib



21, 6 m
(71 ft)



7.0 m-12.5 m
(23 ft-41 ft)



100%



360°



Pounds

LOAD RADIUS (FEET)	LOADED BOOM ANGLE	27 FT BOOM	LOADED BOOM ANGLE	A 35 FT BOOM	LOADED BOOM ANGLE	B 44 FT BOOM	LOADED BOOM ANGLE	C 53 FT BOOM	LOADED BOOM ANGLE	D 62 FT BOOM	LOADED BOOM ANGLE	71 FT BOOM
5	77.5	36,000										
8	70.5	24,050	75.5	20,100								
10	66	18,900	72	16,800	76.5	16,300	79.5	16,050				
12	61	15,650	68.5	14,400	73.5	13,950	77	13,700				
14	56	13,650	64.5	12,600	71	12,200	75	11,950	77.5	11,750		
16	50.5	12,000	61	11,150	68	10,800	72.5	10,550	75.5	10,400	78	9350
20	37.5	9350	53	9000	62	8750	68	8550	72	8400	75	7750
25	14	5700	41	7000	55	6950	62	6850	67	6700	70.5	6500
30			26.5	5200	46	5660	55.5	5650	62	5550	66.5	5450
35					35.5	4500	48.5	4700	56.5	4650	61.5	4550
40					20	3200	40.5	3850	50.5	3950	57	3850
45							30.5	3100	43.5	3200	51.5	3250
50							14	2000	36	2550	46	2600
55									26	2050	39.5	2100
60											32	1700
65											22.5	1400
	0	3500	0	2200	0	1350	0	900	0	500		

LOAD RADIUS (FEET)	LOADED BOOM ANGLE	23 FT JIB	LOADED BOOM ANGLE	41 FT JIB
20	77	3400		
25	74.3	2900	77.3	2050
30	70.6	2450	74.5	1800
35	67.5	2100	72.2	1550
40	64.1	1800	69.5	1400
45	60.3	1600	66.4	1200
50	57.5	1450	63.4	1050
55	53.8	1250	60.9	950
60	49.8	1100	57.8	850
65	46	950	55.2	750
70	41.6	850	51.7	600
75	36.6	750	48.1	500

NOTE:

1. Capacities do not exceed 85% stability.
2. Shaded areas are structurally limited capacities.

*THIS CHART IS ONLY A GUIDE AND SHOULD NOT BE USED TO OPERATE THE CRANE.
The individual crane's load chart, operating instructions and other instructional plates must be read and understood prior to operating the crane.*

Specifications

Superstructure

Boom

8,2 m – 21,6 m (27 ft – 71 ft), three-section boom with a max tip height of 24,69 m (81 ft). Includes Proportional extension via multi-stage hydraulic cylinder and cable operation; four-plate, high-strength steel construction; two-sheave, quick reeve boom nose and Easy-glide wear pads.

Boom elevation

One (1) double-acting, hydraulic cylinder with holding valve with a -10° to $+80^{\circ}$.

Hydraulic Capacity Alert System (HCAS) and Anti-Two Block System (ATB)

Hydraulic capacity alert (HCA) system to assist the operator in preventing crane overload when making lifts on main boom. This HCA system is a hydraulically operated, maximum capacity sensing device designed to stop all of the normal crane functions that can cause overload when maximum capacity is exceeded on the main boom. Any function that will increase the load radius plus winch up of load is interrupted when maximum capacity is exceeded. Color-coded load range gauge located at each operator station. Two indicator lights provide an alert to the operator of function power loss and distinguish whether the hydraulic capacity alert or anti-two block system is activated. A momentary override key switch for emergency repositioning of boom. Audio visual warning and crane function lockout. Hard-wired ATB circuit routed internally to the boom.

Operator station

Dual-station ASME B30.5 compliant proportional crane controls with mechanical direct-to-valve control of hoist, lift, telescope and swing functions on both the driver and passenger sides of the crane. Mechanical direct-to-valve control of all outrigger functions on both the driver and passenger sides of the crane. HCA system: Color-coded load range gauge located at each operator station; A momentary override key switch for emergency repositioning of boom. Sealed electric switches for control of engine start/stop and horn. Throttle pedal located at each side. Load chart(s) located at each side.

Slewing

One (1) planetary slewing gear with a low speed high torque motor. Integrated holding valves and spring applied, pressure released brake release circuit; 375° non-continuous rotation; manually adjustable swing speed needle valve.

Hydraulic system

Open-center hydraulics system allowing for multifunction operation of all crane functions. One (1) SAE-BB mounted, three-section gear pump for all functions and optimized system performance.

Shaft input of 2400 RPM generating:

Section #1 (Boom/Telescope/Outriggers): 68 lpm (18 gpm) max flow

Section #2 (Hoist): 128.7 lpm (34 gpm) max flow

Section #3 (Swing): 37.9 lpm (10 gpm)

66 gallon (249,8 L) hydraulic reservoir with SAE o-ring connections and integrated suction shut-off ball valve for easy maintenance and SAE o-ring hydraulic fittings and hoses.

Electrical system

Automotive grade, fully wire harnessed 12 VDC electrical system using sealed connectors.

Lower

Chassis mounting

Torsion resistant, high-strength steel subframe. Crane frame and subframe attached using threaded mounting bolts and drilled and bolted clamp plates for secure attachment to the truck chassis. Rear bumper underride protection standard on factory mounted cranes.

Mounting configurations

Standard Mount: Crane frame located behind the truck cab; Crane frame supported by a torsion resistant subframe; Subframe designed for a 20 ft (6,1 m) flatbed; A-frame style front outriggers at the crane frame; A-frame stabilizers; Full span outriggers load chart operation; boom stows over rear of truck; Removable boom rest fabricated from structural steel, located at the rear of the flatbed

Outriggers

Outrigger monitoring system for A-frame outriggers and A-frame stabilizers.

**Denotes optional equipment.*

Specifications

Optional items

- **Outriggers, Subframe and Flatbed**
 - > Single Front Outrigger (SFO) option
 - > Center mount front stabilizer with 25 in vertical stroke

- **Hook blocks**
 - > 6,35 t (7 USt) Overhaul ball for single-part-line operation
 - > Single-sheave, 11,3 t (12.5 USt) hook block for two to three part reeving
 - > Two-sheave, 19,9 t (22 USt) hook block for four to five part reeving (includes auxiliary lineblock and pendant link)

- **Jib**
 - > 7,0 m - 12,5 m (23 ft - 41 ft) telescoping boom extension (side fold for stowing), includes 5,5 m (18 ft) manual pull out section
 - > Max tip height with 21,6 m (71 ft) boom is 37,2 m (122 ft)
 - > RCL calibration for future jib option

- **Duty Cycle Package**
 - > Burst-of-speed winch control option, with dual standup control and hydraulic oil cooler, self-contained radiator system with electric fan

- **Hydraulics**
 - > Oil cooler option for duty-cycle operation
 - > One-option control circuit including valve and control lever

- **Operator Aids**
 - > Four-function wireless radio remote control
 - > Metric capacity charts
 - > Spanish documentation and decals

- **Heavy-Duty Personnel Basket**
 - > 544 kg (1200 lb) capacity steel basket with safety loops for two passengers
 - > Gravity leveling 183 cm x 107 cm (72 in x 42 in) platform
 - > Fast attachment and secure locking systems
 - * *Load chart must show 1043 kg (2300 lb) minimum to operate this accessory)*

- **Bulkhead**
 - > Steel 30 in solid wall bulkhead

Specifications



Hoist

10,200 lb (4627 kg) planetary gear with a single speed motor;
Integrated motor manifold and spring applied, pressure released brake

Parts of Line	1 part line	2 part line	3 part line	4 part line	5 part line	6 part line
Max boom length (ft) at max elevations with stated rigging and load block and ground level	27,43 m (90 ft)	27,43 m (90 ft)	16,46 m (54 ft)	12,8 m (42 ft)	8,23 m (27 ft)	8,23 m (27 ft)
Lift and speed	3493 kg (7700 lb) 30 m/min (100 fpm)	6985 kg (15,400 lb) 15 m/min (50 fpm)	10 478 kg (23,100 lb) 10 m/min (33 fpm)	13 971 kg (30,800 lb) 7,6 m/min (25 fpm)	17 463 kg (38,500 lb) 6,1 m/min (20 fpm)	18 144 kg (40,000 lb) 5,1 m/min (16.7 fpm)

NOTE: All hoist lifts and speeds in this chart are shown on the fourth layer. Hoist lifts would increase on the lower layers and hoist speeds would increase on the higher layers.

Line Pulls and Reeving Information			
Hoists	Cable specs.	Permissible line pulls	Nominal cable length
Main	Standard 9/16" (14 mm) diameter rotation resistant Min. Breaking Strength 17 463 kg (38,500 lb)	3493 kg (7700 lb)	99,1 m (325 ft)

The approximate weight of 9/16 (14 mm) in wire rope is 1,04 kg/m (0.70 lb/ft).

*With certain boom and hoist tackle combinations, the allowable line pull may be limited by hoist performance. Refer to Hoist Performance table for lift planning to ensure adequate hoist performance on drum rope layer required.

Hoist Performance			
Wire rope layer	Hoist Line Pull	Line speed	Drum Capacity
1	4627 kg (10,200 lb)	33,8 m /min (111 ft/min)	19,5 m (64 ft)
2	4173 kg (9200 lb)	37,5 m /min (123 ft/min)	41,5 m (136 ft)
3	3810 kg (8400 lb)	41,2 m /min (135 ft/min)	65,5 m (215 ft)
4	3493 kg (7700 lb)	44,8 m /min (147 ft/min)	91,7 m (301 ft)
5	3221 kg (7100 lb)	48,5 m /min (159 ft/min)	120,1 m (394 ft)

*Refer to Line Pulls and Reeving Information table for max. lifting capacity of wire rope.

Synthetic rope layer height may vary and may reduce available line pull per layer.

Weight Reductions for Load Handling Devices	
Hook blocks and headache balls	
6,35 t (7 USt) overhaul ball	77,6 kg (171 lb)+
11,3 t (12.5 USt) single-sheave hook block	85 kg (187 lb)+
19,9 t (22 USt) two-sheave hook block	161 kg (355 lb)+

+ Refer to rating plate for actual weight

When lifting over boom extension, deduct total weight of all load handling devices reeved over main boom nose directly from boom extension capacity.

NOTE: All load handling devices and boom attachments are considered part of the load and suitable allowances MUST BE MADE for their combined weights. Weights are for Manitowoc furnished equipment.

Symbols glossary



Axles



Drive



Heavy duty jib



Radius



Boom



Electrical system



Hoist



Rotation



Boom elevation



Engine



Hook block



Speed



Boom extension



Extension



Hydraulic system



Steering



Boom length



Frame



Insert



Suspension



Boom nose



Fuel tank capacity



Lights



Swing



Brakes



Gear



Oil



Tires



Operators station



Grade



Outrigger controls



Transmission



Counterweight



Height (no max)



Outriggers

Manitowoc Cranes

Regional headquarters

Americas

Milwaukee, Wisconsin, USA

Tel: +1 414 760 4600

Shady Grove, Pennsylvania, USA

Tel: +1 717 597 8121

Europe and Africa

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APAC

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Middle East and India

Dubai, UAE

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This document is non-contractual. Constant improvement and engineering progress make it necessary that we reserve the right to make specification, equipment, and price changes without notice. Illustrations shown may include optional equipment and accessories and may not include all standard equipment.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

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

Agenda Title

Discussion and Possible Action to Award Construction of the Willow Water Treatment Plant Filter Replacement Project to the Lowest Responsive Bidder in the Amount of \$1,093,100.

Recommended Action

It is recommended that the Board take the following Action:

- a. Award the Construction of the Willow Water Treatment Plant Filter Replacement Project to Syblon Reid Construction, Inc. to Perform the Necessary Construction Services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to Execute the Town's Construction Contract Agreement with Syblon Reid Construction, Inc. to perform the Work contained in the Bidding Documents and any Addendum in the amount Not to Exceed \$1,093,100.
- c. Authorize the General Manager to execute change orders to the construction contract for up to 15% of the contract value.

Executive Summary

The Town recently went out to bid for construction of the Willow Water Treatment Plant Filter Replacement Project and received seven (7) bids ranging from \$1,093,100 to \$2,117,600 as indicated on the attached. The engineer's estimate for this portion of the project was \$943,000.

This project scope includes installation of a 2,000-gallon filter vessel being purchased by the Town from Loprest, a concrete foundation, various underground and above ground piping, paving and electrical work.

The lowest responsive bid came from Syblon Reid Construction, Inc. in the amount of \$1,093,100.

The total project budget including Design, Construction Management, Inspection, Purchase of the Loprest filter, contingencies and construction by Syblon is \$1,903,000. There is \$1,483,000 available from the Capital Improvement Budget for the project and \$420,000 from the Water Reserve Fund.

Specific Board Action:

It is recommended that the Board take the following Action:

- a. Award the Construction of the Willow Water Treatment Plant Filter Replacement Project to Syblon Reid Construction, Inc. to Perform the Necessary Construction Services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to Execute the Town's Construction Contract Agreement with Syblon Reid Construction, Inc. to perform the Work contained in the Bidding Documents and any Addendum in the amount Not to Exceed \$1,093,100.

- c. Authorize the General Manager to execute change orders to the construction contract for up to 15% of the contract value.

Previous Relevant Board Actions for This Item

The Board authorized Luhdorf and Scalmanini to proceed with the design of the project and purchase of the Loprest filter at the November 2, 2022, Board Meeting.

The Board approved the CEQA document for the project at the February 15, 2023, Board Meeting.

Fiscal Impact:

Amount Requested: \$1,093,100 plus \$163,965 as 15% contingency.

Sufficient Budgeted Funds Available? Yes

Prog/Fund # Category: TBD

Attachment

- 1. Bid Results.

AGENDA ITEM: G4

Town of Discovery Bay
Willow Treatment Plant Filter Replacement
August 22, 2023, 2:00 p.m. Bid Results

Bidder	Amount
Syblon Reid	\$1,093,100.00
T & S Construction	\$1,306,500.00
GSE Construction	\$1,317,400.00
Auburn Constructors	\$1,161,300.00
Anderson Pacific	\$1,381,000.00
Conco West	\$1,168,900.00
Corcus Construction, Inc.	\$2,117,600.00



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date
September 6, 2023

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

Agenda Title

Discussion and Possible Action to Award a Contract to California Conservation Corps for the Installation of Amenities, Replacement of Playground Surface, and Refurbishment of the Lawn Area Adjacent to the BBQ Area for the Prop 68 Per Capita Project at Cornell Park.

Recommended Action

Authorize the General Manager to execute all contracts for the installation of amenities, replacement of playground surface, and refurbishment of the lawn area adjacent to the BBQ area for the Prop 68 Per Capita Project at Cornell Park.

Executive Summary

The Town of Discovery Bay applied for, and has been approved for, approximately \$187,441.00 of grant funds through California State Parks Prop 68 Per Capita Program for park improvement projects. Projects must be capital outlay for recreational purposes and not used to supplement existing expenditures. This grant requires the District to match twenty percent (20%) of the total project cost. Using in-house labor will contribute to this 20% match.

At the June 2, 2021, Board of Directors Meeting, the Board approved the following projects in ranking order:

- New basketball overlay with new hoops and benches.
- Replacement of the barbeque area table, prep table, and refurbishment of the lawn nearest the barbeque area.
- Uniform benches, trash, and recyclable receptacles throughout the park.
- New natural playground surface

As of July 7th, of this year, the new basketball overlay, and new hoops have been completed. All of the amenities are ordered and have been delivered. The next phase is to assemble and install each amenity, refurbish the lawn and replace the playground surface.

Staff reviewed the project with the Conservation Corps, and they will assign an advanced crew for this project with oversight from a Project Manager.

Staff recommends the Board to Authorize the General Manager to execute all contracts and purchase orders to complete the Prop 68 Per Capita projects at Cornell Park in an amount not exceed \$50,000 plus a 10% contingency.

Previous Relevant Board Actions for This Item

Attachments

1. Contract with the Conservation Corps

AGENDA ITEM: G5



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SERVICE AGREEMENT CORNELL PARK PROP 68 RENAVATOION PROJECT

THIS AGREEMENT, made as of August 16, 2023, by and between, The Town of Discovery Bay with its principal offices at 1601 Discovery Bay Boulevard, Discovery Bay, CA 94505 (hereinafter referred to as "Sponsor"), and San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) (hereinafter referred to as "Contractor"). Sponsor and Contractor, individually, are sometimes referred to as "Party" and collectively referred to as "Parties" in this Agreement.

1. Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? Yes No N/A
2. If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? Yes No N/A

WHEREAS, the Greater Valley Conservation Corps is under the authority of, and operates as a program of, the San Joaquin County Office of Education, referenced pursuant to this Agreement as "Contractor"; and

WHEREAS, Contractor desires to provide the Services for Sponsor.

NOW, THEREFORE, Contractor and Sponsor, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

1. **TERM.** The term of this Agreement shall commence as of the date set forth at its beginning and shall terminate on June 30, 2024, unless cancelled by either Party with a 30-day written notice to the other Party, as described herein, or unless provided by a newly executed Extension of Agreement agreed to by both Parties.
2. **SCOPE OF SERVICE.** During the term of this Agreement, the Contractor shall provide Services as delineated in Exhibit A attached to and incorporated herein by reference (hereinafter "Services").
3. **COMPENSATION.** For the proper performance of the Services, Sponsor shall compensate Contractor in accordance with the schedule delineated in Exhibit B, attached to and incorporated herein by reference (hereinafter "Compensation.")

Contractor will invoice Sponsor monthly or upon completion of the project for the services described in Exhibit A. Payment is due upon receipt of invoice.

4. **PERFORMANCE.** The Contractor shall only be responsible for performing those Services expressly set forth in the Scope of Services. The Contractor will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this Agreement and any applicable laws, regulations and ordinances.
5. **NON-DISCRIMINATION COMPLIANCE.** The Parties agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration regulated by federal, state or local laws in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.
6. **ACCEPTANCE.** Upon completion of the Services under the applicable Scope of Services, the Services, shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services did not conform to the specifications set forth in the applicable Scope of Services and notifies the Contractor, within a reasonable period of time acceptable to the Contractor, of such non conformance. The Parties shall discuss any alleged non-conforming Services in good faith. If the Parties agree that such Services did not conform to the specifications set forth in the applicable Scope of Services, the Parties shall extend the delivery date for such Services and Sponsor shall not be charged for any subsequent Services performed by the Contractor required to complete such Services.
7. **CONFIDENTIALITY.** Contractor, its employees and agents, shall treat and maintain as confidential property any information regarding Sponsor's plans, programs, costs, or clients which may be disclosed to or come within the knowledge of, Contractor, its employees and agents, and not use or disclose to others, except as is necessary to perform said Services hereunder, and then only on a confidential basis that is satisfactory to Sponsor. Further, the Parties shall comply with all State and Federal policies, regulations, and statutes related to the privacy and confidentiality of pupil records.
8. **CONDUCT OF PERSONNEL.** While at Sponsor's premises, each of the Parties agree that it, and its personnel and Subcontractors, shall (i) comply with all reasonable requests, rules, or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a professional manner. Contractor shall not be responsible or liable to Sponsor for any damage to or destruction of Sponsor property, or personal property of Sponsor's employees, invitees, or other parties on the premises.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless the other Party and their respective officers, directors, members, employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Party, or any of the Party's individuals described herein. Likewise, the Party shall defend, indemnify and hold harmless Contractor and its respective officers, directors, members (including students), employees, and assigns from

and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Contractor, or any of the Contractor's individuals described herein.

10. **FINGERPRINTING.** For any individual who supervises, or has substantial contact with, pupils under the age of 18, providing services pursuant to this Agreement, the Parties shall comply with all State and County Office requirements for fingerprinting. Individuals who have limited contact with pupils and are not fingerprinted shall only work with pupils providing services pursuant to this Agreement under the direct supervision of a Contractor-assigned supervisor or other employee of the San Joaquin County Office of Education.

11. **INSURANCE:** Contractor shall not begin the Services under this Agreement until:

- (a) it has furnished certificates of insurance in the amount provided below, and
- (b) such insurances and the certificates have been approved by Sponsor, consistent with the minimum requirements set forth herein.

The certificates of insurance cannot be canceled, non renewed or materially changed except after thirty (30) calendar days' prior written notice by the Contractor to the Sponsor named in Section 12. NOTICE, herein. Additionally, during the term of this Contract, Contractor shall provide further certificates to Sponsor at least seven (7) days prior to expiration dates shown on certificates evidencing that the insurance required herein is in effect after said dates.

Contractor shall hold and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance:

<u>COVERAGE</u>	<u>LIMITS</u>
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$200,000 each accident
(c) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit
(d) Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit

12. **NOTICE:** Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, email, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to Sponsor, it shall be addressed to:

**Attention: Bill Engelman
The Town of Discovery Bay (Parks and Landscape)
1601 Discovery Bay Boulevard
Discovery Bay Ca, 94505**

If to Contractor, it shall be addressed to:

**Nicholas Mueller / Michael Totten
San Joaquin County Office of Education (dba Greater Valley Conservation Corps)
PO Box 213030
Stockton, CA 95213-9030**

or to such other address or individual as either Party may specify from time to time by written notice given by such Party.

- 13. TERMINATION/SUSPENSION.** Either Party may, at any time, terminate this Agreement in whole or in part, by providing the other Party with a 30-day written notice, sent by Certified Mail. If Sponsor terminates for any reason other than an alleged breach of contract, Sponsor will reimburse Contractor those costs not in excess of the amount specified in Exhibit A which were previously incurred by Contractor in good faith in connection with the Services. Except for circumstances beyond the reasonable control of Sponsor, if the Services are suspended, delayed or interrupted by Sponsor and if Contractor is authorized by Sponsor to resume the Services, an equitable adjustment will be made to the amount specified in Exhibit A.

If either Party alleges a breach of contract, the Party alleging the breach shall give written notice thereof to the other Party and the Agreement shall terminate thirty (30) days after issuance of the notice, unless the breach is cured within seven (7) days.

- 14. STANDARD OF CARE.** Contractor agrees that it will perform the Services in a good and workmanlike manner, use sound principles and practices in the performances of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services. Contractor shall be responsible for responding to and attempting to resolve any complaints arising from Contractor's performance hereunder. Where Sponsor determines that any complaint should be handled by Sponsor rather than by Contractor, Contractor shall immediately cease in its handling of the complaint and shall cooperate in good faith, and to the extent practical, with Sponsor's handling of the complaint.

- 15. INDEPENDENT CONTRACTOR.** Contractor shall not be deemed to be an agent, employee, partner, or joint venture of Sponsor by virtue of the relationship established hereunder, and Contractor shall have no authority to enter into any agreements or understandings on behalf of Sponsor or to otherwise obligate or bind Sponsor to any contract, obligation, or undertaking whatsoever, except as may be otherwise set forth herein.

Contractor shall at all times be acting and performing as an independent contractor with respect to Sponsor, performing services in accordance with its own judgment as to the method of rendering such service. Contractor shall not be entitled to participate in any benefit plans maintained by Sponsor for its employees, nor shall Sponsor make any deduction for payroll taxes, unemployment or workers compensation insurance, pensions, annuities, or benefits measured by wages, salary or other compensation paid to Contractor. Contractor shall not have any claim against Sponsor for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or employee insurance benefits or any other employee benefits of any kind or nature. Contractor shall not have the right to assign this Agreement nor appoint any sub-Contractors, unless mutually agreed upon, with terms set forth in writing.

16. RELATIONSHIP OF PARTIES: The sole relationship between the Parties is that of independent contractor, as set forth in this Agreement, and no partnership, joint venture, fiduciary or other relationship is intended or created between the Parties. Contractor understands and agrees that the Parties are sophisticated business persons or entities negotiating and agreeing at arms-length. Contractor represents that Contractor has read and understood each and every term and condition of this Agreement, including any exhibits, and has consulted with, or has had adequate opportunity to consult legal counsel prior to and regarding the terms and conditions of this Agreement, including any exhibits, shall not be subsequently construed against either Party and that this Agreement shall be treated as if mutually drafted by the Parties.

17. COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Services.

18. CONSTRUCTION; SEVERABILITY. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

19. REMEDIES. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States.

21. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Stockton, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by both Parties. Any controversy or claim arising out of or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by Arbitration in Stockton, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any

court having jurisdiction over the subject matter in controversy. The expenses of the Arbitration shall be borne equally by the Parties to the Arbitration, provided that each Party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within thirty (30) days of the initial request for mediation.

22. FORCE MAJEURE. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires or natural disasters. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.

23. NO WAIVER. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance.

24. AUTHORITY: The signatories hereto decree that they have full authority to enter into this Agreement on behalf of the Parties to this Agreement.

25. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision, which is different from, or in addition to the provisions of this Agreement, (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

IN WITNESS WHEREOF, Contractor and Sponsor have executed this Agreement effective as of the date set forth at its beginning.

SPONSOR

Town of Discovery Bay
(Parks and Landscape)

By: _____
Print Name: **Bill Engelman**
Title: **Parks and Landscape Manager**
Date:

By: _____
Print Name: **Dina Breitstein**
Title: **General Manager**
Date:

CONTRACTOR

San Joaquin County Office of Education
(dba Greater Valley Conservation Corps)
Lic# 1075473

By: _____
Print Name: **Nicholas Mueller**
Title: **Director II GVCC**
Date:

By: _____
Print Name: **Michael Totten**
Title: **Program Manager II GVCC**
Date:

By: _____
Print: **Warren Sun**
Title: **Division Director SJCOE OPS**
Date:

EXHIBIT A SCOPE OF SERVICES

This Scope of Services is dated as of August 16, 2023, This Scope of Services, together with the Sponsor Agreement, is a contract between the said “Sponsor” and San Joaquin County Office of Education, DBA Greater Valley Conservation Corps. (“Contractor”). The “Agreement”, contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this Scope of Services. Only a written instrument signed by an authorized representative of each Party may amend this Scope of Services.

The Services to be performed by the Contractor are as follows:

Scope of Work

Bill,

GVCC will provide The Town of Discovery Bay Parks and Landscape with an hourly labor service. GVCC will provide one lead and one-four Corpsmembers for the duration of these project(s).

Services include:

- **Habitat Restoration**
- **Fuel load Reduction**
- **Landscape Maintenance Commercial**
- **Commercial Landscape Install**
- **Urban Forestry**
- **Lite Construction-Deconstruction**
- **Invasive Species Removal**
- **Tree Trimming, Removal, liming, bucking brush, chipping and stump grinding and removal**
- **Tree Planting and Mitigation**
- **Concrete Demo and removal**
- **Earth Moving services**
- **Large acer mowing and discing**

Hourly Rate charges:

Project Manager: \$85.00 per hour
Project Supervisor: \$60.50 per hour
Hourly Rate per lead/Driver: \$50.50 per hour
Hourly Rate per corpsmember: \$30.50 per hour

Exhibit B, Attachment 2

San Joaquin County Office of Education (DBA- Greater Valley Conservation Corps)
Agrees to provide all labor,

Scope of work Greater Valley Conservation Corps agrees to provide to Bill Engelman (Parks and Landscape Manager) services as described herein:

- **GVCC will provide all labor and equipment needed to complete projects provided by Discovery Bay.**
- **GVCC will provide one crew leader and one-four corpsmembers for the duration of these projects.**
- **GVCC time starts 7:00am – ends 3:30 pm back at GVCC facility. Drive time is included in rate.**
- **IF large equipment is needed rates are included PAGE 10**
- **Any materials or supplies purchased by GVCC will be included with receipts in monthly invoice.**
- **ALL GVCC employees will be in all personal protection equipment (PPE) for duration of this project.**
- **GVCC will provide all proper insurance documents prior to beginning work.**

Equipment Rates

Unit	Day	Week	Month
T595 Bobcat Track Skid Steer	\$ 350.00	\$ 1,300.00	\$ 4,000.00
Bucket	\$ -	\$ -	\$ -
Grapppler Bucket (Brush Grapple)	\$ 100.00	\$ 400.00	\$ 1,400.00
Brush Cat Rotary Mower	\$ 200.00	\$ 800.00	\$ 2,000.00
72" Rotor Tiller ATT	\$ 150.00	\$ 600.00	\$ 1,800.00
Job Site Sweeper ATT	\$ 150.00	\$ 600.00	\$ 1,800.00
Stump Grinder LARGE	\$ 200.00	\$ 800.00	\$ 2,000.00
Ditch Witch SK-750 Skid Steer	\$ 200.00	\$ 800.00	\$ 2,000.00
Buckets	\$ -	\$ -	\$ -
Rotor tiller 48"	\$ 100.00	\$ 400.00	\$ 1,400.00
Stump Grinder small	\$ 100.00	\$ 400.00	\$ 1,400.00
Brush Grapppler	\$ 100.00	\$ 400.00	\$ 1,400.00
E-26 Compact Excavator	\$ 350.00	\$ 1,300.00	\$ 4,000.00
Buckets: 12"-24"-36"	0	0	0
Auger ATT with bit 12"	\$ 100.00	\$ 400.00	\$ 1,400.00
Breaker ATT Demo Bit	\$ 150.00	\$ 400.00	\$ 1,400.00
Bobcat Tractor / Front loader	\$ 350.00	\$ 1,300.00	\$ 4,000.00
Drop Down Disc	\$ 150.00	\$ 600.00	\$ 1,800.00
Flair Mower ATT	\$ 200.00	\$ 800.00	\$ 2,400.00
Woodchipper Bandit 12XP	\$ 350.00	\$ 1,300.00	\$ 4,000.00
Tow Behind Compressor	\$ 185.00	\$ 700.00	\$ 1,800.00
Hammer Head Boring bit	\$ 100.00	\$ 400.00	\$ 1,400.00
Spreader Sprayer Ride On	\$ 185.00	\$ 700.00	\$ 1,800.00
Boom Lift 40 foot	\$ 350.00	\$ 1,300.00	\$ 4,000.00

**EXHIBIT B
COMPENSATION**

Sponsor is to compensate Contractor for the Services in Exhibit A of the Agreement pursuant to the following schedule:

Any questions or concerns please contact Mike Totten: (209) 479-5801 mtotten@sjcoe.net

Contract will not Exceed the lump sum price of FIFTY THOUSAND DOLLARS AND ZERO CENTS.

San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) will INVOICE THE TOWN OF DISCOVERY BAY PARKS AND LANDSCAPE upon completion of each project and/or first of each month. Any questions concerning billing should be brought to the attention of San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps)

P.O Box 213030
Stockton, CA 95213-9030
Attention: Nicholas Mueller
209-292-2700



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date
September 6, 2023

Prepared By: Monica Gallo, Recreation Programs Supervisor
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Approve the Paws on Parade Event at the Community Center on October 21, 2023.

Recommended Action

Approve the Discovery Bay Lions’s Club, Paws on Parade Event at the Community Center on October 21, 2023, subject to the “Conditions of Approval” required by Town staff and authorize the General Manager to waive rental fees of \$150.00 associated with the event.

Executive Summary

The Discovery Bay Lion’s Club is requesting to use the Event Lawn area only, at the Community Center for the purpose of raising funds for the Community Center Dog Park needs and improvements. Paws on Parade is solely a Lion’s Club event. The Event will include amplified sound, a dog parade, food to be sold, and will include vendor booths. The Lion’s Club, will agree to the following “Conditions of Approval”:

1. Event set up time 8:00am – 9:00am. Event Time 9:00am – 12:00pm. Clean up completed by 1:00pm.
2. No vehicles may be parked blocking the entrance to the back of the property or the south side (near the gravel lot) to allow for emergency services access.
3. No vehicle parking on the front Community Center lawn.
4. Vendors may not drive to the rear of the property. All vendors must park and unload in a designated parking lot space.
5. Lion’s Club is responsible for all garbage, site cleanup, and removal of garbage immediately following the event. (Town dumpster may not be utilized). A \$400 deposit will be collected and if no additional dumpster pick up is required, \$400 will be refunded to Lion’s Club.
6. All food sales require a copy of the County Health permit provided to the Community Center prior to the event.
7. Provide General Liability Insurance for \$1,000,000 naming the Town of Discovery Bay as certificate holder, additional insured and include the additional insured endorsement. Must be provided to the Community Center at least 2 weeks prior to the event.
8. First aid kits and fire extinguishers (minimum of two each) are required to be on site at all times.
9. Must at all times follow the directions and instructions of Town staff.
10. Participate in a post event “After Action” meeting with Town staff.

FEES and COSTS:

1. Community Center Event Lawn, Special Event Rental Fee, \$30.00 per hour @ 5 hours = \$150.00
2. Dumpster Fee (collect deposit and refund if Community Center dumpster not utilized), \$400.00
3. Refundable Damage Deposit, \$500.00

TOTAL COST AT TIME OF APPROVAL: \$900.00

Fiscal Impact:

Amount Requested \$ N/A

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

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

N/A

Attachments

AGENDA ITEM: G6



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

September 6, 2023

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

Agenda Title:

Discussion and Possible Action to Purchase a New Lawn Mower for the Parks and Landscape Department.

Recommended Action:

Authorize the General Manager to execute the purchase/sale agreement with Pape Machinery for a new lawn mower for the Parks and Landscape Department.

Executive Summary:

The Parks and Landscape Department has two lawnmowers in its fleet. The District replaced a mower in June of 2015. Though almost ten years old, this mower is currently working fine. The second mower is the oldest in the fleet and no longer functions efficiently or effectively. The constant repairs have become more costly, and the downtime is adversely affecting the work of the landscaping staff. The landscape and maintenance staff have remarkably kept the mower going far beyond its expected lifespan.

Staff requested multiple quotes for the mower and investigated other purchasing options, such as Omnia Partners Group & Cooperative Purchasing. Only two companies responded with quotes, and Omnia had no mower options. The two quotes are attached to this staff report.

Belcorp AG \$20,322.60 plus 15% contingency for sales tax, freight, and set up.
Pape Machinery \$15,084.4 plus 15% contingency for sales tax, freight, and set up.

Staff requests the purchase of a new John Deere 72-inch deck mower as a replacement for the old mower.

It is recommended that the Board take the following action:

Authorize the General Manager to execute the purchase/sale agreement with Pape Machinery for a new lawn mower for the Parks and Landscape Department.

Previous Relevant Board Actions for This Item

Attachments

1. Two quotes

AGENDA ITEM: G7



Selling Equipment

Quote Id: 29481788

JOHN DEERE Z994R Diesel Commercial ZTrak				
Hours:				Suggested List
Stock Number:				\$ 26,903.28
				Selling Price
				\$ 20,322.60
Code	Description	Qty	Unit	Extended
2545TC	Z994R Diesel Commercial ZTrak	1	\$ 21,839.00	\$ 22,930.95
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	\$ 0.00
1506	72 In. 7 IRON PRO™ Side Discharge Mower Deck	1	\$ 787.50	\$ 787.50
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 787.50
Dealer Attachments				
TCB10951	Mulch Kit (1828.8-mm (72-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 501.38	\$ 501.38
LPA11548	Sun Canopy	1	\$ 198.74	\$ 198.74
Dealer Attachments Total				\$ 700.12
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,800.00	\$ 1,800.00
	Setup	1	\$ 600.00	\$ 600.00
	MDF	1	\$ 84.71	\$ 84.71
Other Charges Total				\$ 2,484.71
Suggested Price				\$ 26,903.28
Customer Discounts				
Customer Discounts Total			\$ -6,580.68	\$ -6,580.68
Total Selling Price				\$ 20,322.60



JOHN DEERE

Selling Equipment

Quote Id: 29519235

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
793 North 1st Street
Dixon, CA 95620
707-678-2395
agdixon@papemachinery.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Stock Number:

Contract: CA L&G 4-07-51-0019A (PG 5F CG 22)

Price Effective Date: February 28, 2020

Selling Price *

\$ 13,960.42

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	1	\$ 18,129.00	28.00	\$ 5,076.12	\$ 13,052.88	\$ 13,052.88
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72 In. 7 IRON PRO™ Side Discharge Mower Deck	1	\$ 810.00	28.00	\$ 226.80	\$ 583.20	\$ 583.20
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 810.00		\$ 226.80	\$ 583.20	\$ 583.20
Dealer Attachments/Non-Contract/Open Market							
TCB10951	Mulch Kit (1828.8-mm (72-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 450.47	28.00	\$ 126.13	\$ 324.34	\$ 324.34
Dealer Attachments Total			\$ 450.47		\$ 126.13	\$ 324.34	\$ 324.34
Value Added Services							
	PowerGard Protection Plan	1	\$ 1,124.00			\$ 1,124.00	\$ 1,124.00
Value Added Services Total			\$ 1,124.00			\$ 1,124.00	\$ 1,124.00
Total Selling Price			\$ 19,389.47		\$ 5,429.05	\$ 13,960.42	\$ 15,084.42