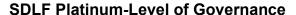


TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT





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

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday December 4, 2024 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.
- Roll Call.

B. RECOGNITION

1. Award Presented to Board President Michael Callahan.

C. 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.

D. 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 November 20, 2024.
- 2. Approve the Cancellation of the January 1, 2025, Regular Board of Directors Meeting.

E. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

- 1. Supervisor Diane Burgis, District III Report.
- 2. Sheriff's Office Report.
- 3. Contra Costa County Fire Protection District Report.

F. MUNICIPAL ADVISORY COUNCIL

G. PRESENTATIONS

H. DISCUSSION AND POSSIBLE ACTION

- 1. Discussion and Possible Action to Approve an Agreement for Consultant to Perform a Classification and Compensation Study.
- 2. **H.2.A.** Discussion and Possible Action to Approve Resolution 2024-18 Finding and Declaring Construction of Town Administrative Office is Exempt Under the California Environmental Quality Act Using a Class 3 Categorical Exemption.
 - **H.2.B.** Discussion and Possible Action to Authorize General Manager to Contract with Mobile Modular Management Corporation, a Division of McGrath RentCorp ("Mobile Modular"), to Construct the Town of Discovery Bay's (Town) Office Administration Building.
- Discussion and Possible Action Regarding Contracting with CoAct24 to Conduct Construction Management Services for the Town of Discovery Bay Office Administration Building Project.

I. MANAGER'S REPORT

J. GENERAL MANAGER'S REPORT

K. DIRECTOR REPORTS

- Standing Committee Reports.
 - a. Finance Committee Meeting (Committee Members Carolyn Graham and Ashley Porter) December 4, 2024.

L. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

- Byron Union School District October 17, 2024(Director Kevin Graves).
- 2. Contra Costa County Aviation Advisory Committee November 14, 2024 (Director Kevin Graves).

M. CORRESPONDENCE

N. <u>LEGAL REPORT</u>

O. FUTURE AGENDA ITEMS

P. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Q. CLOSED SESSION

- 1. Public Employee Performance Evaluation Pursuant to Government Code 54947 (Position: General Manager).
- 2. Conference with Labor Negotiator Pursuant to Government Code 54957.6 Agency Designated Representative: Michael Callahan / Andy Pinasco. Unrepresented Employee: General Manager.

R. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

S. BUSINESS AND ACTION ITEMS

Discussion and Possible Action to Approve Amendment to General Manager Employment Agreement.

T. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on December 18, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

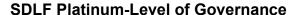
"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification 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





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

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, November 20, 2024 7:00 P.M.

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

 Dane Wadle of the Special District Leadership Foundation (SDLA) called in to present the District with the District of Distinction Platinum Certificate as well as Margaret Moggia with the Certified Special District Manager Certificate. Only twelve districts out of more than 2000 California special districts have the Platinum designation.

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 November 6, 2024.
- 2. Monthly Disbursement Report October 2024.

Director Porter made a Motion to Approve the Consent Calendar.

Director Graham seconded.

Vote: Motion carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

D. PRESENTATIONS

1. Veolia.

Presented by Veolia Project Manager Anthony Harper.

- Safety and training topics included traffic control, hearing protection and fire protection.
- 479 safe working days.
- All wells are active.
- Well 5 is officially offline.
- Hydrant flushing will start the week after Thanksgiving.
- Lift stations are all active.
- There were no customer complaints and no sewer overflows.

E. <u>DISCUSSION AND POSSIBLE ACTION</u>

Discussion and Possible Action to Approve Agreement for Irrigation Upgrades at Cornell Park.

Presented by Landscape Manager Monica Gallo.

- Staff has been evaluating the irrigation infrastructure.
- OneSite Landscape Supply is a distributor for HydroPoint Smart Water Management which manufactures WeatherTRAK; a line of smart irrigation controllers, flow products and cloud-based central management.

- System can reduce water costs by 25%-50% by eliminating water waste.
- Provides 24/7 leak notification.
- HydroPoint has extended a risk-free pilot controller at Cornell Park for a period of 90 days.
- Director Graves thought the system would be very useful for the Town.
- President Callahan inquired about on-going maintenance cost and if the return on investment was known.
- Vice-President Graham asked if the system would automatically shut-off during rain events.
- Director Gutow asked for clarification on the terms of the warranty.
- Director Porter asked about the cost of the trial and turn-key system.

Director Porter made a motion to approve the 90-day trial with the understanding of getting more information for the Town.

Director Graham seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

2. Discussion and Possible Action to Approve a Software License Agreement for Financial Data Software.

Presented by Finance Manager Margaret Moggia.

- District purchased Caselle in 2011.
- Staff participated in demos of two new systems.
- New Tyler system would integrate human resources, payroll, and accounts payable/receivable functions. System also has real time updates, and a repository of financial records that eliminates the need for monthly scanning.
- This item was brought to the October 2, 2024 Finance Committee meeting. Committee had concerns over the cost of the system. Staff negotiated approximately a 15% discount.
- Director Gutow asked for a comparison of the system the Town currently has versus the proposed system.

Director Porter made a motion to approve the software license agreement with Tyler Technologies Inc. for financial software implementation with one-time implementation costs of \$100,269 and annual license fee, authorize the General Manager to execute the software license with Tyler Technologies Inc. for financial software implementation and annual license fee and authorize the General Manager to execute any additional change orders for Tyler Technologies Inc., Inc. up to 15% of the implementation costs of \$100,269.

Director Graves seconded.

Vote: Motion carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

F. MANAGER'S REPORT

None.

G. GENERAL MANAGER'S REPORT

1. Workplace Violence Prevention training for staff will occur on November 21, 2024.

H. DIRECTOR REPORTS

- Water & Wastewater Committee held a special meeting. Joshua Dean with Mobile Modular presented the new District Office building. This item will be brough to the December 4, 2024 Board of Directors meeting.
- 2. Proposed apartment complex on Discovery Bay Blvd.
 - Vice-President Graham spoke with planners at the County to get an update.
 - USA Properties has submitted a permit with the County. There is a 30-day review period.

I. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Con Fire – November 5, 2024 (Director Carolyn Graham).

J. CORRESPONDENCE

None.

K. LEGAL REPORT

None.

L. FUTURE AGENDA ITEMS

None.

M. <u>ADJOURNMENT</u>

1. Adjourned at 8:03p.m. to the next Regular Meeting of the Board of Directors on December 4, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.







Town of Discovery Bay "A Community Services District"

STAFF REPORT

Agenda Title: Approve the Cancellation of the January 1, 2025, Regular Board of Directors Meeting.

Meeting Date: December 4, 2024

Prepared By: Dina Breitstein, General Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Cancel the January 1, 2025, Regular Board of Directors Meeting.

EXECUTIVE SUMMARY:

In 2025, the first Regular Board of Directors Meeting in January falls on Wednesday, January 1, 2025. Staff normally prepares, finalizes, and posts the Agendas on the Friday before the meeting. Staff will not have returned to work in time to prepare and post the Agenda 72 hours before the Board of Directors Meeting. Staff recommends that the January 1, 2025, Regular Board of Directors Meeting be canceled.

Table of Meetings to Cancel

<u>J</u>	J -		
<u>Date</u>	<u>Meeting</u>	<u>Time</u>	
01/01/2025	Board of Directors Meeting	7:00 PM	

The next Regular Board of Directors Meeting will take place on January 15, 2025, at 7:00 PM at the Discovery Bay Community Center.

FISCAL IMPACT:

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

ATTACHMENTS:

None.





Town of Discovery Bay

"A Community Services District" STAFF REPORT

Agenda Title: Discussion and Possible Action to Approve an Agreement for Consultant to Perform a

Classification and Compensation Study.

Meeting Date: December 4, 2024

Prepared By: Margaret Moggia, Finance Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Actions:

- a. Approve the agreement with CPS HR Consulting to perform a Classification and Compensation Study for \$41,260.
- b. Authorize the General Manager to execute a Contract with CPS HR Consulting to perform a Classification and Compensation Study.
- c. Authorize the General Manager to execute any additional change orders for CPS HR Consulting, Inc. up to 15% of the Contract value.

EXECUTIVE SUMMARY:

Classification and Compensation Study (Study) are utilized by public agencies to study current labor markets and provide new information to determine whether the organization's pay structure is appropriate to the jobs being performed or require modifications to jobs and equity based upon organizational changes that may have occurred since the prior study was completed. The study is intended to provide a Board with a series of recommendations as to whether the organization's current compensation structure, policies and personnel practices are effective, or if they need to be updated and adjusted.

- Classification work includes a review of job descriptions including surveys and interviews with specified positions
- Compensation work includes a salary and benefit comparison both internally and externally, and recommendations on salary and compensation structure

The last Study was completed in 2015, and typically these studies are conducted at least every 5 years. Since it has been nearly 10 years, staff reviewed a proposal from CPS HR Consulting, a human resources and management consulting firm, to provide these services to the District. On October 2, 2024 the Finance Committee requested staff obtain additional quotes, and staff were able to obtain one additional proposal to review for overall best value to the District.

Based on the staff's review of the firm's experience and overall understanding of the District's needs, staff recommend CPS HR Consulting to perform the services. It is anticipated that the classification and compensation study will take approximately 10-12 weeks.

FISCAL IMPACT:

Funding for the Classification and Compensation can be funded from the Consulting budget.		
PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:		
None.		

ATTACHMENTS

1. CPS HR Consulting Proposal.



September 20, 2024

Town of Discovery Bay

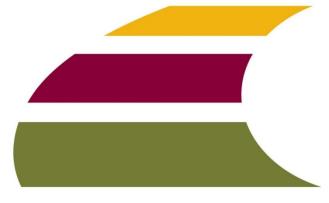
Cost Letter for Classification and Compensation Consulting Services

PROVIDED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

CPS HR Consulting 2450 Del Paso Rd, Suite 220 Sacramento, CA 95834 P: 916-471-3481 vbrashear@cpshr.us www.cpshr.us



Your Path to Performance

September 20, 2024

Margaret Moggia Finance Manager Town of Discovery Bay 1800 Willow Lake Road Discovery Bay, CA 94505

Sent via e-mail to: mmoggia@todb.ca.gov

Dear Ms. Moggia:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to Town of Discovery Bay (Town) to provide classification and compensation consulting services. We are excited to deliver this as your potential partner in achieving organizational excellence. With our comprehensive range of HR services, we combine our unmatched government sector knowledge with a shared perspective to drive impactful results.

We are committed to delivering services that are nothing short of exceptional, and we are eager to discuss how we can tailor our solutions to best serve you. In business since 1985, we pride ourselves in establishing and nurturing long-term relationships with the agencies we serve as we live out our mission of bringing excellence in Human Resources to the public sector.

We look forward to the possibility of working with the Town on these important projects. Should you have any questions, please do not hesitate to contact me at **(916) 471-3481** or via e-mail at **vbrashear@cpshr.us.**

Sincerely,

Van Baha

Vicki Quintero Brashear

Director of Products and Services



Experience and Qualifications

	ORGANIZATION IDENTIFICATION INFORMATION		
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting		
Headquarters	Physical: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834		
Main Phone	(800) 822-4277		
Regional Offices	20211 Guadalupe Street, Suite 260, Austin, TX 78705 9233 Park Meadows Dr #139, Lone Tree, CO 80124 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651		
Years in Business	38 years; established in 1985		
# of FTEs	103		
Type of Organization	Joint Powers Authority		
Website	www.cpshr.us		

About CPS HR Consulting

CPS HR is a client-centric human resources and management consulting firm specializing in addressing the unique challenges and complexities encountered by government and non-profit organizations. With a history dating back to 1985, we have consistently served as a trusted advisor to our clients, understanding their specific needs as self-supporting public agencies.

Our mission is to advance excellence in human resources within the public sector, and our vision is to empower individuals to fulfill the ideals of public service. CPS HR's core competency lies in our in-depth knowledge and expertise in the public sector landscape. Being a public agency ourselves, we possess a deep understanding of the intricacies and issues faced by our client base.

We differentiate ourselves by offering best-practice expertise that emphasizes an integrated, systems-oriented approach to human resources. Our consultants recognize that the various facets of human resources, including classification and compensation, function cohesively to nurture an optimal HR system.

For nearly four decades, CPS HR has been delivering classification and compensation services to a wide spectrum of clients, ranging from state, federal, and local governments to special districts and non-profit organizations. Our extensive experience includes numerous projects with agencies of similar size and scope.

Core Services

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas listed below.

CPS HR CONSULTING CORE SERVICES



Comprehensive HR solutions for advanced organizational performance.





CLASSIFICATION & COMPENSATION

- Classification
- Compensation



DIVERSITY, EQUITY & INCLUSION (DEI)

- DEI Strategic Planning
- · DEI Training



HR CONSULTING

- · Audit & Compliance
- HR Outsourcing
- HR Membership
- Complaint Investigations



LICENSING & CERTIFICATION

- Accreditation
- · Candidate Management
- · Program Management
- · Testing Services





ORGANIZATIONAL STRATEGY

- Organizational Assessment
- · Change Management
- · Employee Engagement
- Performance Management
- Succession Planning
- Workforce Planning



RECRUITMENT & SELECTION

- Executive Search Mid-Management and
- Specialized Recruitment
- · General Recruitment · Employer Branding



TESTING

- · Assessment Center
- Job Analysis
- Test Rental · Test Administration
- Selection Tools Development



TRAINING & DEVELOPMENT

- Executive Coaching
- · Training Center
- · Open Enrollment Training
- · On-Site Training



Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

Scope of Work

We understand the Town is seeking a classification and total compensation study within the following parameters:

Classification Study

- Up to 13 classifications and up to 22 incumbents
- One (1) orientation (total) for study participants
- Online position description questionnaire with online, 1-level supervisor review process
- Incumbent/supervisor job evaluation interviews of incumbents and up to 3 supervisor interviews
- Update of the 13 existing classification specifications (no new classifications are expected to be needed)

<u>Not</u> included in scope: Physical environment review for each classification, creation of new classifications, update of the classification structure, classification policy development, incumbent allocations to the newly updated classifications, review of employee appeals to job allocations or the content of classification specifications, report creation, presentation delivery, or classification system maintenance training. CPS HR can provide costs for these services if requested.

Total Compensation Study

- Salary¹ + benefits collection, analysis, and comparison
- Up to 13 benchmark classifications
- Labor market pool of up to 12 agencies (CPS HR will conduct research on a pool of up to 15 agencies and will provide recommendations to the Town)
- Internal equity analysis at the classification level
- Delivery of data sheets and benefits tables showing market results and job matches
- Updated salary recommendations and compensation structure

<u>Not</u> included in scope: Development of implementation costs, individual employee salary determinations, compensation policy development, employee orientations, report creation, presentation delivery, or compensation system maintenance training. CPS HR can provide costs for these services if requested.

¹ CPS HR collects the minimum and maximum of the salary range; not actual, individual salaries.

Cost

A **time and materials cost structure** has been developed. CPS HR will bill for time expended monthly per staff member.

Labor Code	Hourly Rate
Technical Specialist	\$140
Principal Consultant	\$135
Project Manager/Principal Program Coordinator/Senior Consultant	\$125
HR Consultant/Program Coordinator	\$115
Administrative Technician	\$95

The estimated number of hours needed for each activity is below:

- Classification Study: 121.50 hours (at Principal Consultant, HR Consultant/Program Coordinator, and Administrative Technician rates); approximately \$15,970
- Total Compensation Study: 194.25 hours (at Technical Specialist, Principal Consultant, HR Consultant/Program Coordinator, and Administrative Technician rates); approximately \$25,290

The Town may alternatively desire to encumber a maximum spending amount (for example, \$10,000) and draw down on the cap for various classification and compensation tasks on an ad hoc basis based on the Town's priorities. For example, reviewing and updating the Town's current step system could be conducted for approximately 35 hours at the Technical Specialist and Project Manager rates.

Pricing Assumptions

Not included in the fixed fee:	included in the fixed fee:	
Materials Production	CPS HR provides all documents electronically. Hard copy printing of documents for this engagement will be the responsibility of the client.	
Consultant Travel Time and Expenses	We have not included travel costs since all work will be conducted virtually through the use of tele- and web-conferences and the sharing of documents through an online portal provided by CPS HR.	





Town of Discovery Bay "A Community Services District"

STAFF REPORT

Agenda Title: H.2.A. Discussion and Possible Action to Approve Resolution 2024-18 Finding and Declaring

Construction of Town Administrative Office is Exempt Under the California Environmental Quality

Act Using a Class 3 Categorical Exemption.

H.2.B. Discussion and Possible Action to Authorize General Manager to Contract with Mobile Modular Management Corporation, a Division of McGrath RentCorp ("Mobile Modular"), to

Construct the Town of Discovery Bay's (Town) Office Administration Building.

Meeting Date: December 4, 2024

Prepared By: Dina Breitstein, General Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Actions:

- H.2.A. Approve Resolution No. 2024-18 Adopting a CEQA Exemption, Approving the Project, and direct filing of the Notice of Exemption
- H.2.B. Approve the proposal for Mobile Modular to Construct the Town of Discovery Bay's Office Administration Building in the amount of \$4,157,000.38.

Authorize the General Manager to Execute a Contract with Mobile Modular to Construct the Town of Discovery Bay's Office Administration Building.

Authorize the General Manager to Execute any additional change orders to Mobile Modular for up to 15% of the Contract value.

EXECUTIVE SUMMARY:

In June of 2021, Luhdorff & Scalmanini (LSCE), the Town'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 American Water Works Association (AWWA). The report identified that the Town Office shared a site with the Well 6 Water Treatment Facility. Water and wastewater treatment plants are security sites and should have restricted access. The report found that allowing public access to the Town'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 Town.

Due to the findings in this report, in February 2022, staff began exploring relocating the Town's office administration operations.

The tasks accomplished to date are listed below:

- Identify a new site location
- Interview and recommend architectural firms and/or Modular Companies to develop design concepts

- Advise and review design necessities and features
- Bring the recommended concept(s) to the Board of Directors.
- Contract with Modular company in a phased approach design submittal.
- Mobile Modular completed phases 1 and 2 of the contract

Staff researched nine potential options and concluded that the modular office progressive design-build method would be the most equitable and cost-effective. To begin the search, Staff explored various competitive bid sites to find Modular Companies to consider. Staff reached out to Mobile Modular Management Corporation.

Mobile Modular is a Modular or prefab building manufacturer. Modular buildings are made from prefabricated offsite components and then assembled at the construction site. This building method is a greener and faster way to build. There are many benefits to using a modular building. Modular buildings create less waste as they are recycled, are environmentally sound, and can be built and installed quickly and for less money than a permanent structure.

At the June 5, 2024, Board of Directors meeting, Mobile Modular presented its company and contract to the Board. The Board voted to contract with Mobile Modular to design and prepare construction cost estimates and plans following a phased approach outlined below.

Programming Response Phase Services: COMPLETED

(RP-1) Retainer Payment (25% of total Compensation at execution): \$112,975.00

(PP-1) Upon Completion of Programming Phase Services: \$45,190.00

Schematic Design Phase Services: IN-PROGRESS

(PP-2) Upon Completion of Schematic Design Services: \$83,735.00

Design Development Phase Services:

(PP-3) Upon Completion of Schematic Design Services: \$105,000.00

Construction Documents Phase Services:

(PP-4) Upon Completion of Construction Document Design Services: \$105,000.00

Total compensation for services: \$451,900.00

Mobile Modular has completed the Programming Response Phase Services, and the Schematic Design Phase Services are currently in progress. The design concept and estimated costs need to be approved by the board of directors before Mobile Modular continues with the third and fourth phases of the contract, which are the design development phase services and the construction phase services.

The schematic design, the estimated cost proposal for the building, and the site work are listed below. Contra Costa County ("the County") must approve the site work plan, subject to the building codes required by the County. The site work plans have been submitted to the county for review and approval.

The Building Schematic Design (see presentation for schematic design)

The Design is 8826 square feet and must follow the Contra Costa County building code requirements for a Government Facility.

The Administration Building is comprised of:

Board of Directors Meeting Room/Training Room Equipment/Storage Room Lobby Information Technology Room Copy Room File Room Break Room One Conference/Safe Room

Two Briefing Rooms

Staff Offices (with room for growth)

Cubical Workspaces (with room for growth)

Staff Restrooms and Public Restrooms

The Building Construction Scope of Work and Cost Estimate (see attached; Sales Agreement, page 1 and Scope of Work, page 23)

The attached outlines contain the Project Scope of Work, Building Specifications, Clarification documents, and a financial overview.

Scope of Work: (full details under scope of work, pages 7-16)

Building

New Modular Building

State of California Titling

Transportation

Delivery of new modular units

Building Setup

Building set up (crane)

Building Seams

Foundation layout

Excavation

Welding

Division 1 General Requirements

Drawings

Testing

Permits, Fees, Bonds, Labor and Labor Facilities

Equipment Rentals

Project Safety (PPE)

Site Controls & Utilities

Project Management

Division 2 Site Construction

Division 3 Concrete

Division 4 Masonry

Division 5 Metals

Division 6 Woods & Plastics

Division 7 Thermal & Moisture Protection

Division 8 Doors & Windows

Division 9 Finishes

Division 10 Specialties

Division 12 Furnishings

Division 13 Special Construction

Division 15 Mechanical

Division 16 Electrical

Divisions 11 (Equipment) and 14 (Conveyer Systems) do not apply to this project.

Mobile Modular Building Cost Estimate (see proposal Sales agreement, page 1 and Scope of Work, page 23)

Building Delivery and Installation \$2,053,690

Building Divisions Items 1-16 (excludes Divisions 11 & 14) \$1,941,130

Site Preparation and Foundation (demolition of area, excavation & haul away, foundation): \$308,260

Estimated Total Cost \$4,157,000.38

Mobile Modular Site Work Cost Estimate

The site-work estimated cost is \$2.500.000.

The site-work contract will be presented to the Board of Directors at a future board meeting. The site-work plan has been submitted to Contra Costa County for review and comment.

Total Mobile Modular Estimated Project Cost: \$6,657,000.38

Site Location

Town of Discovery Bay Community Center - Open Space - Side Lot (see picture yellow thumbtack below)



CEQA (Environmental) Summary (see attached CEQA Memo and Determination)

The Town of Discovery Bay's proposed administrative office building at the Discovery Bay Community Center qualifies for a Class 3 Categorical Exemption under CEQA guidelines, specifically Section 15303, which covers the construction of small, new structures in urbanized areas. The project involves the construction of an 8,862-square-foot modular office building, well within the 10,000-square-foot maximum allowed for Class 3 exemptions.

The following findings support the determination that this project is exempt from further environmental review:

- 1. Urbanized Area Status: Based on the 2020 U.S. Census, the Town of Discovery Bay has a population of 15,362, which is below the 50,000 threshold for an urbanized area. However, according to the U.S. Census Bureau's urban area maps, the Town is classified as "urbanized," meeting the criteria for dense residential, commercial, and non-residential development. Therefore, the Town qualifies as an urbanized area under CEQA, allowing the project to be exempt as it falls within the specified floor area limits for such areas (less than 10,000 square feet).
- Exceptions to Categorical Exemptions: The CEQA Guidelines (Section 15300.2) outline several
 exceptions to categorical exemptions. The analysis found that none of these exceptions apply to this
 project:
 - Location: The project site is not in a sensitive environmental area. It is located within an already developed area of the Community Center and will not have a significant environmental impact due to the existing disturbed conditions.
 - Cumulative Impact: The project's temporary construction impacts, such as dust, noise, and traffic, are minimal and will not lead to significant cumulative effects. There are no other major foreseeable projects in the area that would create a significant combined environmental impact.
 - o **Significance Effects**: There are no unusual circumstances that would lead to significant effects on the environment. The project's environmental impacts will be typical of construction and are

- mitigated through best management practices (BMPs) such as erosion control and dust management.
- Scenic Highways: The project is not located along any official scenic highway, so there will be no impact on scenic resources.
- Hazardous Waste Sites: The project site is not located on or near any active hazardous waste sites. While two closed Leaking Underground Storage Tank (LUST) sites are nearby, they are not currently active or a concern, and the project site is not listed on the Cortese List of hazardous waste sites.
- Historical Resources: The site does not contain historical resources, as it has been graded and developed since the late 1970s. The probability of finding archaeological resources is low, and the project will not cause significant impacts to historical or cultural resources.
- 3. Based on the findings above, the Town of Discovery Bay's proposed project qualifies for a Class 3 Categorical Exemption under CEQA, and no exceptions to this exemption apply. Therefore, the project is exempt from further environmental review and does not require an environmental impact report (EIR).

Financing Plan

The Town has set aside \$3,000,000 for the Administration Office project. However, Discovery Bay has calculatingly saved for future infrastructure needs and will cover the remaining costs from its reserve funds.

Progressive Design-Build

California law authorizes special districts, including those providing water services, to utilize Progressive Design-Build (PDB) for public works projects exceeding \$5 million. This method offers a streamlined, phased approach to project delivery, encouraging collaboration, risk reduction, and efficiency.

The PDB process begins with the special district conducting a process to select a design-builder based on qualifications. Upon selection, the project proceeds in two phases:

- Phase One: Preconstruction services, including cost modeling, design development, and budget alignment.
- Phase Two: Final design, construction, and commissioning.

The design-builder is engaged early in the process to collaborate on developing the design and ensuring adherence to the owner's project goals and budget. The law emphasizes transparency and allows agencies to adapt the scope as the design progresses, ensuring alignment with project objectives before finalizing construction costs.

Conclusion

It is recommended that the Board take the following Actions:

- H2A. Approve Resolution No. 2024-18 Adopting a CEQA Exemption, Approving the Project, and direct filing of the Notice of Exemption
- H2B. Approve the proposal for Mobile Modular to Construct the Town of Discovery Bay's Office Administration Building in the amount of \$4,157,000.38.

Authorize the General Manager to Execute a Contract with Mobile Modular to Construct the Town of Discovery Bay's Office Administration Building.

Authorize the General Manager to Execute any additional change orders to Mobile Modular for up to 15% of the Contract value.

FISCAL IMPACT: \$ 4,157,000.38 + 15% Contingency

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

June 5, 2024, Mobile Modular Design Contract

ATTACHMENTS:

- 1. Resolution No. 2024-18.
- 2. Presentation
- 3. Mobile Modular Proposal/Sales Agreement.
- 4. Demo Site Plan.
- 5. Geotechnical Report.
- 6. Harris & Associated Memo.
- 7. Determination and Notice of Exemption ("NOE").

TOWN OF DISCOVERY BAYCOMMUNITY SERVICES DISTRICT

RESOLUTION 2024-18

RESOLUTION OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, FINDING AND DECLARING CONSTRUCTION OF TOWN ADMINISTRATIVE OFFICE IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") USING A CLASS 3 CATEGORICAL EXEMPTION

WHEREAS, the Town of Discovery Bay Community Services District ("District") is planning to construct a new administrative office building, located at 1601 Discovery Bay Boulevard, in the unincorporated area of Contra Costa County, community of Discovery Bay Community Services District, California ("Project"); and

WHEREAS, the existing development at the Project site consists of buildings for community gatherings, swimming pool, tennis and pickleball courts, and parking; and

WHEREAS, the work associated with the Project consists of an approximately 8,862 square foot one level modular building, surrounded by walkways, landscaping, and parking; and

WHEREAS, the Project shall be designed to reduce potential impacts to water quality during construction, in accordance with the guidelines of the Contra Costa County Stormwater Management Program; and

WHEREAS, the Secretary of the Natural Resources Agency determines and adopts "categorical exemptions" for certain Projects under CEQA where certain categories of Projects will not have a significant effect on the environment; and

WHEREAS, the categorical exemptions are codified in the "CEQA Guidelines" (14 Cal. Code Regs. §§15300-15332); and

WHEREAS, Projects falling within one or more of the categorical exemptions do not require the preparation of a formal environmental evaluation under CEQA; and

WHEREAS, the construction of up to four commercial buildings not involving the use of significant amounts of hazardous substances, not exceeding 10,000 square feet in floor area on sites zoned for such use, where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive, which are categorically exempt from CEQA pursuant to 14 Cal. Code Regs. 15303 as "Class 3" exemptions; and

WHEREAS, the District is identified on the 2020 US Census Bureau Urban Area list, establishing that the Project qualifies for a "Class 3" exemption; and

WHEREAS, the Project does not involve any of the of the following and so are eligible for a categorical exemption as described above under CEQA Guidelines section 15303:

H2-1

- a) The cumulative impact of successive projects of the same type in the same place, which over time are significant;
- b) An activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- c) A project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- d) A hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- e) A project which may cause a substantial adverse change in the significance of a historical resource.

WHEREAS, the District Board of Directors finds that the Project consists entirely of Class 3 activities, and as such is categorically exempt from a formal environmental evaluation under CEQA and the procedural requirements of CEQA are satisfied by the filing a "Notice of Exemption" for the Project;

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Board of Directors of the Town of Discovery Bay Community Services District that:

- 1. The foregoing Recitals are true and correct, and this Board so finds and declares.
- 2. The Board hereby accepts and incorporates the analysis provided by Harris & Associates, attached hereto as Exhibit "A"
- 3. That all actions required to be taken by applicable law related to the approval of the Project have been taken. Therefore, the Board hereby approves the Project as more specifically identified in the attached Notice of Exemption. This action constitutes an "approval" as defined under section 15352(a) of the CEQA Guidelines for the Project.
- 4. The District's approval of the Project is a ministerial act that does not require further review under CEQA.
- 5. The Project is exempt from a formal environmental evaluation under CEQA, consisting solely of "Class 3" activities, and therefore, the filing of a Notice of Exemption for the project is proper and satisfies the procedural requirements under CEQA.
- 6. None of the exceptions to the categorical exemptions apply to the Project.
- 7. The General Manager is hereby authorized to file and post the appropriate Notice of Exemption for the Project, a copy of which is attached hereto as Exhibit "B," and fully incorporated herein.
- 8. The General Manager and/or designee is hereby authorized to take all further action necessary to otherwise carry out, give effect to, and comply with the terms and intent of this Resolution.

TO WIT:
AYES:
NOES:
ABSENT:
ARSTAINING:

1843784-1 H2-1

Michael Callahan, President Discovery Bay Community Services District

ATTEST:

Dina Breitstein, Board Secretary Discovery Bay Community Services District

Exhibit "A"
Harris & Associates Memo



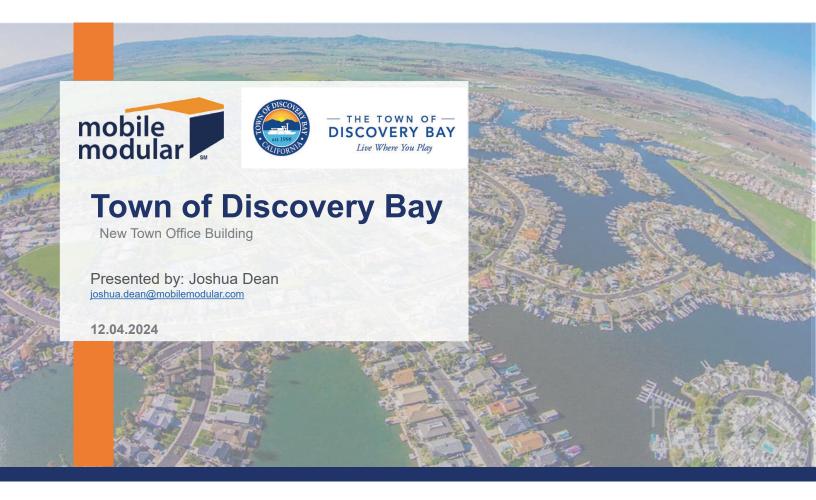
1843784-1 H2-1

Exhibit "B"

Notice of Exemption



1843784-1 H2-1



Agenda

1. Design Contract Update

- 1.1 Review Contract Deliverables
- 1.2 Current Conditions / Demo
- 1.3 Preliminary Site Plan
- 1.4 Contra Costa County Submittal
- 1.5 Floor Plan
- 1.6 Flooring Schedule
- 1.7 Security Designs
- 1.8 Elevations
- 1.9 Furniture Design
- 1.10 Rendering

Q&A

2. Modular Building Proposal

- 2.1 Cost Overview
- 2.2 Scope of Work Synopsis
- 2.3 Estimated Schedule
- Q&A

3. Site Work Estimate

- 3.1 Progress on Site Design
- 3.2 Scope of Work Synopsis
- 3.3 Estimated Cost Range for Site Work Q&A



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1. Design Contract Update

1.1 - Programming Phase Activities and Deliverables

Objective: To gather information on the Town's needs for the building and to gather data on the project site as required to define the scope of the project. Create and submit a preliminary design to Contra Costa County for Design Review.

Activities:

- ✓ Gather existing data regarding the site, including site tax map, utility locations identified in public GIS, and zoning.
- ✓ Geotechnical engineering.
- ✓ Surveying.
- ✓ Parking analysis.
- ✓ Submit to Contra Costa County for design review and land use application.

Deliverables:

- ✓ Floor plan, elevation, and renderings.
- ✓ Preliminary site plan
- ✓ Demolition sheet.





Design Contract Update

1.2 - Current Condition / Demo

Demolition Overview:

- Three large trees shown at east of property (top of plan) to remain.
- One large tree at south end of current building will be removed.
- Shrubs and existing shed to be removed.
- Demo Site Plan included as an attachment.





Design Contract Update

1.3 - Preliminary Site Plan

- · Secure parking for employees and Board.
- Additional public parking including accessible parking.
- Three EV charging parking spaces. Nine future-ready EV spaces.
- Maximize use of existing landscaping and walkways.
- Maintain public access to pool for delivery trucks with new fencing on both sides of gravel path.
- CMU wall with gate for sound and visual separation from community pool area.
- Landscaping using CCC indigenous plants and trees list.
- Complete Design Review packet that was submitted to Contra Costa County has been provided as a separate attachment.

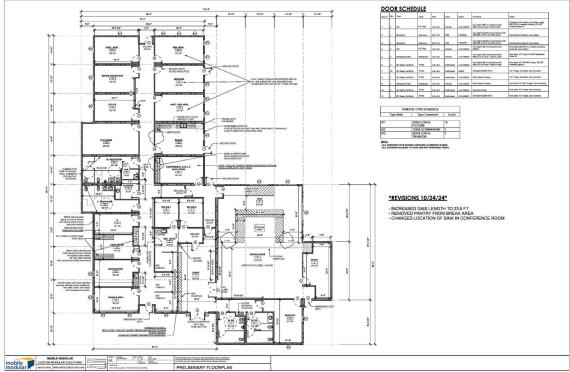


SITE PLAN - RENDER 1/82" = 1'-0" (1)



Design Contract Update | 1.5 - Floor Plan

- Increased some of the office spaces and break room
- Sound masking at GM, Briefing, and AGM
- Increased board room and dais to allow seating for all needed members and staff.
- Added operable partition for added functionality of board room as multipurpose space.
- Additional public restrooms per code requirements.
- Dedicated nursing room per CA requirements. Complete Design Review packet included as separate attachment.
- Design completed sufficient to prepare complete firm-fixed fee cost proposal.
- Level 7 bullet proofing at safe room and transaction windows and wall plus three doors.
- Storefront main entrance doors and all windows.
- 10' ceilings in the board room, 8'6" throughout remainder.
- Sprinkler system included.
- Engineered shop drawings for factory construction are currently being developed.

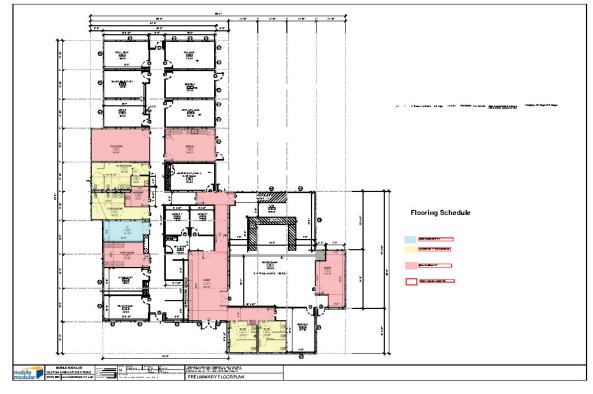




Design Contract Update | 1.6 - Flooring

Schedule

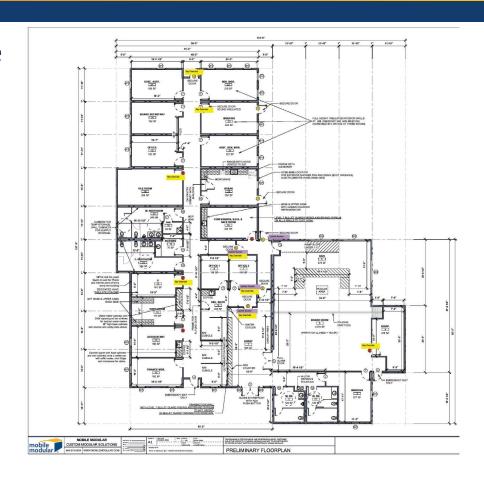
- White: Shaw Contract Carpet Tile (samples provided)
- Blue: Static Dissipative VCT for IT Room
- Yellow: Ceramic Tile 2" Daltile Keystones (samples provided)
- Pink: Shaw Resilient Vinyl Plank (samples provided)



Design Contract Update

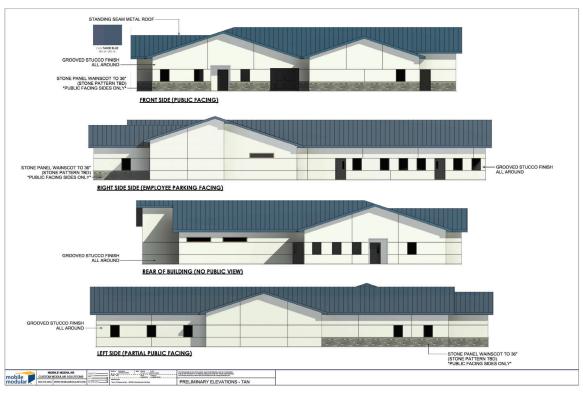
1.7 - SECURITY | Electronic Key Access

- All exterior entrances to office space to receive electronic keying.
- Some offices will also have electronic access for access monitoring: Briefing Room, File Room, IT.
- Purple highlighted doors include physical key override for access in the event of power outage or electronic system failure.



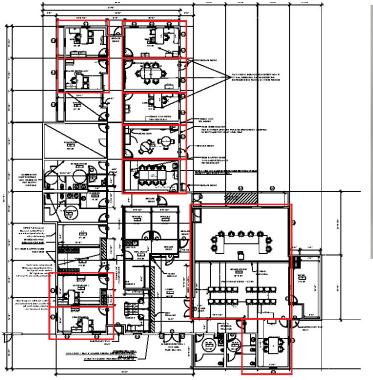
Design Contract Update | 1.8 - Elevations

- Colors are for presentation only, and final colors will vary as selected by ToDB representative.
- Three coat stucco with integral color.
- Stone wainscot at front facing public-visible parts of the building.
- AEP Span 24 ga. metal roof color sheet and physical samples provided to Town.



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Design Contract Update | 1.9 - Furniture Design

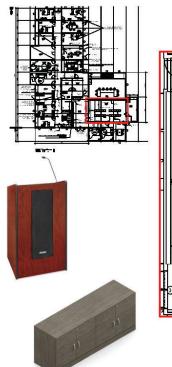


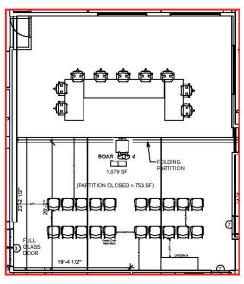




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Design Contract Update | 1.9 - Furniture Design: Boardroom





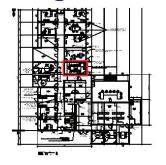




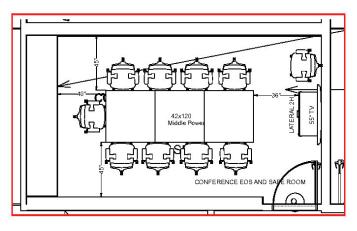
Board Room 5



Design Contract Update | 1.9 - Furniture Design: Conference/Safe Room













Design Contract Update | 1.10 - Rendering



Q&A



2. Modular Building Proposal

2.1 - Cost Overview

- · Rough order of magnitude pricing discussed at the previous board meeting presentation:
 - ~\$450,000 for design agreement
 - \$4M building
 - \$2.5M site
 - \$7M total
- New items added during the Programming Phase of the Design:
 - Bullet Proofing: \$160,000
 - Operable Partition in the board room: \$52,000
 - Additional restrooms (added after code analysis): \$30,000
 - Furniture: \$58,000
 - Subtotal of these added items: \$300,000
- Building proposal also includes demo work to remove existing structure and tree: \$45,000
- · Mobile Modular Proposal pricing still came in within the ROM provided. (Inclusive of the items outlined above).
 - Modular Building Proposal: \$3,994,820
- Foundation Cost as an optional add to the building contract: \$308,260



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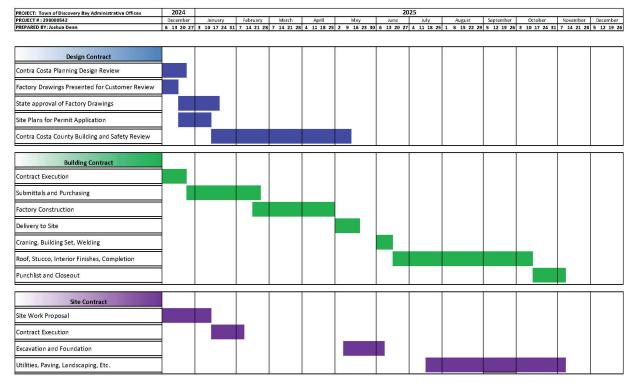
Modular Building Proposal

2.2 Scope of Work Synopsis

- · Demolition of existing structure and trees.
- Factory construction of Modular Structure.
- Delivery to site and crane onto foundation.
- Weld to foundation complete assembly of all modules.
- · Construct roof structure.
- Complete all exterior and interior building finishes: stucco, stone wainscot, metal roof and fascia, drywall texture and paint, flooring, casework, and restroom accessories.
- · All windows, doors, and hardware including electronic keying.
- Complete MEP systems within the building: electrical and plumbing tied to one point of connection for tie-in to site, HVAC completion and start up, fire sprinkler system.
- Awning over main entrance.
- Furniture including complete assembly and installation.
- Bullet proofing of selected secure areas.
- Operable partition
- Full scope of work included in Proposal provided as separate attachment.



Modular Building Proposal | 2.3 – Estimated Schedule





3. Site Work Estimate

3.1 – Site Design Progress

- All activities of Programming Phase are complete
- County Design Review Application has been submitted
- Demolition and Existing Conditions Plan is complete
- Currently in the Schematic Design phase with some elements of Design Development Phase also being completed
- · Preliminary Utility Plan
- · Site Dimension plan
- · Grading plan is in process
- As these are completed, a more precise price estimate will be provided for site work

3.2 - Scope of Work Synopsis

- Underground Utilities
 - Fire Water with Backflow
 - Preventer
 - Domestic Water with Backflow
 - Preventer
 - Sanitary Sewer
 - Storm Drains
 - Communication
 - New Electrical Service (PG&E)
- 17,000 sf of paved Parking lot
- EV Charging Stations per code
- Concrete walkways
- Stamped Concrete patio(s)
- Automated Irrigation System
- Bioswale(s)
- Landscaping
- CMU Sound Wall
- CMU Trash Enclosure
- Fencing and gates

3.3 - Estimated Cost Range

- Total cost of site work contract estimated to be \$2M-\$2.5M
- Inclusive of foundation quoted at approximately \$300,000
- Additional permits and fees paid directly by Town of Discovery Bay expected to be in the range of \$100,000 to \$150,000





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Mobile Modular Management Corporation a Division of McGrath RentCorp

5700 Las Positas Road Livermore, CA 94551 Phone: (925) 606-9000 Fax: www.mobilemodular.com

Sale Agreement Contract: 298000597.1

Date Printed: 11/15/2024

Sourcewell ID# 120833-MMR

Buyer Name & Billing Address		Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller")
Town of Discovery Bay 1800 Willow Lake Rd. Discovery Bay, CA 94514	Town of Discovery Bay 1601 Discovery Bay Blvd. Discovery Bay, CA 94505	Questions? Please Contact: Joshua Dean
	Customer PO/Reference: Exp: // By:	joshua.dean@mobilemodular.com Direct Phone: (951) 378-6942 All other inquiries: (925) 606-9000

Product Inform	ation
Qtv	Purchase Price Extended Purchase Price Taxable

	21			
Charges Upon Delivery:	Qty	Charge Each	Total One Time Ta	xable
Division 9 - Finishes	1	\$266,210.00	\$266,210.00	N
Division 10 - Specialties	1	\$7,270.00	\$7,270.00	N
Division 12 - Furnishings	1	\$117,280.00	\$117,280.00	N
Division 13 - Special Construction	1	\$175,590.00	\$175,590.00	N
Division 15 - Mechanical	1	\$224,080.00	\$224,080.00	N
Division 16 - Electrical	1	\$90,940.00	\$90,940.00	N
Division 7 - Thermal & Moisture Protect	1	\$293,930.00	\$293,930.00	N
Division 8 - Doors and Windows	1	\$109,070.00	\$109,070.00	N
Delivery	1	\$135,640.00	\$135,640.00	N
Building 128x104 Sourcewell Building Price @\$165/SF x 8800 =	1 = \$1,452,000 + \$401,4	\$1,853,490.00 90 of custom modification	\$1,853,490.00 as = Total of \$1,853,490	Υ
Building Install	1	\$64,560.00	\$64,560.00	N
Division 1 - General Requirements	1	\$172,800.00	\$172,800.00	N
Division 2 - Site Construction	1	\$46,530.00	\$46,530.00	N
Division 4 - Masonry	1	\$166,550.00	\$166,550.00	N
Division 5 - Metals	1	\$58,160.00	\$58,160.00	N
Division 6 - Woods and Plastics	1	\$212,720.00	\$212,720.00	N
		Тах:	\$162,180.38	
	Total Sales Pri	ce Including Tax:	\$4,157,000.38	



Mobile Modular Management Corporation a Division of McGrath RentCorp 5700 Las Positas Road

Livermore, CA 94551 Phone: (925) 606-9000 Fax: www.mobilemodular.com

Sale Agreement

Contract: 298000597.1 Date Printed: 11/15/2024

Special Notes

Mobile Modular Proposal Dated November 15, 2024 is attached hereto and incorporated herein as Attachment C

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Page 2 of 5



Mobile Modular Management Corporation a Division of McGrath RentCorp 5700 Las Positas Road

Livermore, CA 94551 Phone: (925) 606-9000 Fax:

www.mobilemodular.com

Sale Agreement

Contract: 298000597.1 Date Printed: 11/15/2024

Sourcewell ID# 120833-MMR

Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (https://www.mobilemodular.com/contractterms). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

> Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

SELLER:	Mobile Modular Management Corporation a Division of McGrath RentCorp	BUYER:	Town of Discovery Bay
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

ATTACHMENT A

SALE TERMS AND CONDITIONS

1. SALE. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement ("Agreement"), and the sale provisions on the Seller's website at (https://www.MobileModular.com/ContractTerms) (the "Incorporated Provisions"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

- (a) PURCHASE PRICE. The aggregate amount of the purchase price (the "Purchase Price") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
- (b) TITLE/RETENTION. Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.
- 3. CANCELLATION. All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee. Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay



Sourcewell ID# 120833-MMR

Mobile Modular Management Corporation a Division of McGrath RentCorp

5700 Las Positas Road Livermore, CA 94551

Phone: (925) 606-9000 Fax: www.mobilemodular.com

Sale Agreement

Contract: 298000597.1 Date Printed: 11/15/2024

the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

- 4. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
- 5. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
- 6. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
- 7. LOSS OR DAMAGE. All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
- 8. INSURANCE. Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

9. WAIVER AND INDEMNIFICATION.

- (a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.
- (b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.
- 10. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on



Mobile Modular Management Corporation a Division of McGrath RentCorp 5700 Las Positas Road

Livermore, CA 94551 Phone: (925) 606-9000 Fax: www.mobilemodular.com

Sale Agreement

Contract: 298000597.1 Date Printed: 11/15/2024

Sourcewell ID# 120833-MMR demand of Seller.

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. JURISDICTION.

- (a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.
- (b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.
- 13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.
- 14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.
- 15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.
- 16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a)**. **These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

17. MISCELLANEOUS.

- (a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in <u>Section 1</u> of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.
- (b) **NO WAIVER**. Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in <u>subsection (a)</u> above and only with respect to the specific matter to which such waiver relates.
- (c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.
- 18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16

Attachment C



Modular Construction Proposal For: MOBILE MODULAR SOURCEWELL ID# 120833-MMR

Town of Discovery Bay Modular Project

November 15, 2024

Prepared For:

Town of Discovery Bay Sourcewell Member Account #141178 1800 Willow Lake Rd Discovery Bay, CA 94505

Ph: 925.634-1131 | E: DBreitstein@todb.ca.gov

Submitted By:

Dina Breitstein

Custom Modular Solutions (CMS) Division Mobile Modular

Josh Dean - Business Development Manager
Ph: 951.378.6942 | E: Joshua.Dean@mobilemodular.com



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- Project Scope of Work
- Building Specifications
- Clarification
- Financial Overview

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SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
BUILDING				
New Modular Building	The new manufactured modular building(s) to be provided will consist of approximately 8800 square feet and is to be designed/constructed in accordance with the Building Specifications.		х	
Modular Building Titling	State of California Titling		Х	
The pricing provided herein shall be valid for 45 days.				
This proposal is based on Mobile Modular providing a building, which meets or exceeds the requirements for the State of California. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Mobile Modular.				
TRANSPORTATION				
Deliver New Modular Units	Transport (13) modular units measuring a nominal 12-14' Wide x 42'-66' Long x 15' High from the Manufacturing Facility located in Phoenix, AZ to the project site located at 1601 Discovery Bay Blvd Discovery Bay, CA 94505. Includes all surveys, permits, fees and escorts as required for delivery to site staging area.		х	
BUILDING SETUP				
Building Setup (Crane)	Provide required labor, materials and equipment to crane set the modular units onto the building foundation. Crane placement is assumed to be within 15' of proposed building(s). Craning Contractor is to provide all necessary rigging straps/cables to ensure proper lift of units.		х	
Interior/Exterior Seams	Complete all Exterior/Interior Seams Per the Drawings and Agreed Scope of Work. Floor seams shall be flash patched and sanded to a seamless transition from module to module. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "building envelope".		х	
Foundation Layout	Surveyor shall identify the building corners, the Foundation Contractor shall layout the complete foundation	х		
Excavated dirt shall be trasferred and to adjacent Lot by the permision of Delta Community Presbyterian Church.				
Welding	Contractor to furnish labor, materials and equipment to Weld Chassis to Foundation.		х	
DIVISION 1 - GENERAL REQUIREMENTS				
Modular Building Drawings	Modular shop drawings, State 3rd party approved in accordance with applicable state and national model codes and project requirements		х	
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements	x		
As-Built Drawings	All subcontractors and manufacturer shall record any changes to the construction drawings and submit to Mobile Modular as a record for As-Build Drawings. Mobile Modular will incorporate those changes into a complete As-Build set and submit to the client.		х	
Permits, Fees, Bonds, Labor				
Bid Bond	Not Proposed or Included in this Scope of Work	Х		
Performance Bond	Not Proposed or Included in this Scope of Work	Х		
Liquidated Damages	Not Proposed or Included in this Scope of Work	Х		
Prevailing Wage Temporary Labor & Facilities	Non Union / Prevailing Wage to Include Certified Payrolls Submitted Weekly.		Х	
Site Clean Up Labor	Provide a daily clean-up of all construction debris and "personal trash" (lunch wrappers, bottles, etc.) generated by our crew. All trash cans and receptacles shall be emptied into the appropriate dumpster at the end of each work day.		х	
Final Broom Cleaning	Final clean-up for Mobile Modular scope of work and debris only. Building shall be broom swept and dirt/debris disposed with a dust pan and brush.		х	
	For use by Mobile Modular and their Sub-Contractors only, per OSHA		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
ortable Restroom Stalls	For use by Mobile Modular and their Sub-Contractors only, per OSHA		х	
quipment				
quipment Rental w/ Fuel	For Mobile Modular scope of work only		Х	
Crane Rental & Operator	Crane Contractor shall provide a crane of sufficient type and size based on the project site conditions. Crane shall contain up-to-date inspection reports and be in complete compliance with all OSHA requirements.		х	
Project Safety				
ire Extinguishers for Construction	Located in the modular construction office, at each generator location and at each exit in the proposed building during construction		х	
Safety Signage	Including but not limited to construction, wage, safety signage. Also includes a site MSDS and safety manuals		х	
Safety PPE	Including but not limited to hardhats, eye protection, hi-vis shirt/vest/jacket, work boots, long pants, shirts with sleeves (i.e. no tank tops or muscle shirts). All workers shall be properly equipped by their company per OSHA		х	
First Aid Kits	Appropriate size first aid kits located in the construction trailer or contractor vehicle(s) and at each building exit in the proposed building to be constructed		х	
Eye Wash Kits	Eye wash kits shall be located in the construction trailer or contractor vehicle(s) and at each building exit in the proposed building to be constructed		х	
Site Safety During Construction	All work on site is to be performed safely in accordance with all OSHA and Mobile Modular standards. It is the responsibility of the Contractor to inform and educate all personnel working onsite of the aforementioned requirements and ensure that these policies are enforced each day.		х	
Fool Box Talks	A daily Tool Box Talk shall occur prior to the start of each shift on each work day. Topics shall be relevant to conditions and/or tasks expected to occur on that day. Duration should be approx. 5-10 minutes, but may be longer if deemed necessary.		х	
Fobacco Use	All Mobile Modular jobsites are TOBACCO FREE. All smoking, vaping, dipping, chewing, etc. is prohibited unless a designated area is provided. Tobacco product waste (i.e. butts, chew) shall be disposed of in a proper receptacle.		х	
SDS Sheets	All Job-Specific SDS Sheets for this Work Scope must be submitted to the Mobile Modular Project Manager PRIOR to the start of work.		х	
Daily Reports	Mobile Modular will provide each contractor with sufficient copies of the daily report and or access to the Project Management Software System. Each contractor will be required to review and properly complete the daily report on a daily basis and turn into the Mobile Modular Site Superintendent and/or Project Manager.		х	
Site Controls & Utilities				
Construction Fencing	6' Chain link construction fence with a minimum of (1) locked double gate		х	
Traffic Control	Provide vehicular and/or pedestrian traffic control during delivery of the modular units and/or construction activity. This includes, but is not limited to, parking restrictions, sidewalk closures, roadway closures, flaggers, police traffic control.		х	
emporary Power	Labor/materials to install a temporary power feed from the existing electrical service or generator at the proposed building(s) to be constructed. Power poles shall be used for tools and temporary lighting. Includes but not limited to any permits, fees, meters, etc.	х		
Subsurface Dewatering	Dewater Excavations as Required by Code, Inspectors or Designing Engineer	Х		
Rock/Debris Excavation	Remove Rock or Other Debris as required by Code, Inspectors or Designing Engineer	х		
loot Excavation	Remove Subterrain Roots	Х		
IONE	Not Proposed or Included in this Scope of Work	Х		
roject Management				
Project Manager	Mobile Modular Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific clarifications, change orders, schedule adjustments, etc.		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
Project Superintendent	Mobile Modular's Project Superintendent will be on site daily when any work is being performed by Mobile Modular or their contractors. The Project Superintendent is responsible for managing day to day Mobile Modular project activities, coordination and communication with Mobile Modular Project Manager and Other Project Superintendents		х	
Factory Inspector	Mobile Modular's Factory Inspector will periodically inspect the modular building at the factory. This person is responsible to insure that the buildings are being constructed in accordance with applicable project requirements. This inspection does not replace or reduce the necessary 3rd Party Inspections and the Manufacturer's QA/QC program. At Mobile Modular's option, depending on the project size and requirements, this person may be a designated individual or serve in multiple roles (aka Multi-Hat)		х	
Site Security	Labor and materials to hire site security as required for the product duration	х		
Working Hours	Working hours for this project are established as 7:00 AM to 4:00 PM Monday through Friday. If subcontractors desire to work outside of these hours, prior approval must be granted by Mobile Modular and approved by the Client		х	
Factory Visit	Visit to Phoenix to inspect modular production		х	
Operation & Maintenance Submittals/Manuals	Mobile Modular's Project Manager will turnover to the client all O&M manuals in electronic format (i.e. PDF). Each contractor shall provide a complete electronic (PDF) O&M manual for their scope of work.		х	
Closeout Submittals	Mobile Modular's Project Manager will turnover to the client all necessary closeout documents including but not limited to as-build drawings, engineering letters, certifications, etc. as required by the project documents and/or code.		х	
Warranty	Mobile Modular's Project Manager will turnover to the client all necessary warranty documents as required by the project documents.		х	
Building and Equipment Training	All Mobile Modular Subcontractors and Manufacturer shall provide to the client the necessary on-site training for the operation of the building and equipment installed		х	
DIVISION 2 - SITE CONSTRUCTION	instance.			
Building Demolition	All labor, materials, equipment, and incidentals required for the demolition, relocation, and/or disposal of all structures, building materials, equipment, and accessories to be removed as shown on the Drawings and as specified herein.		х	
Clearing Site and Grubbing	The work consists of clearing, grubbing, and disposing of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas.		х	
Tree Removal and Trimming	Designated contractor shall remove and/or trim trees/limbs determined by the client or their representative. Limbs and brush to be removed by the contractor. The trees will be marked by the owner or their representative prior to their removal. Tree trunks shall be removed to a level below grade. The contractor will fell trees/trim trees in a manner preventing injury to remaining vegetation and damage to personal property.		х	
Sod Stripping	Remove and dispose of all sod/grass within the designated limits.		х	
Rough Grade	Cut and fill shall be left sufficiently high to require cutting by fine grading. Grade to subgrade depths required for construction of finished surface materials and for controlled internal drainage of site.		х	
Finish Grade	Fine grading shall conform to elevations required to insure finished elevations as indicated on the drawings. Provide a smooth transition between adjacent existing grades and new grades		х	
Foundation Excavation, Backfill and Compaction	Assigned contractor shall excavate for foundation, backfill and compact after installation and inspections. Any excessive excavated material that cannot be used in the backfill will be stockpiled on site and removed to Adjacent Lot	х		
Utility Services Trenching/Excavation, Compaction and Backfill	Work consists of furnishing all labor, equipment and materials and performing all operations in connection with any trench excavation, backfilling and compaction required to install the pipe and appurtenances shown on the Drawings and as specified.	х		
Export Dirt	Removal of excess dirt from site to Delta Community Presbyterian Church		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
Asphalt Paving	Furnish all materials, equipment, labor, and related items necessary to complete the work shown on the Drawings and as specified in the Specifications for Asphaltic Concrete Paving. The items of work to be performed shall include but are not limited to; Subgrade preparation, Base course and pavement surfacing and all other related items required to complete the work shown on the Drawings and as specified.	х		
Pavement Marking and Striping	The work shall consist of furnishing and placing colored reflectorized paint pavement markings, center and edge lines in locations as directed.	х		
Hydro Seeding	Hydro seed shall be applied in a water and light mulch slurry after which mulch will be applied to cover the seed.	х		
Sodding	The work shall consist of preparing the area for sodding, furnishing and placing the sod, fertilizer and lime, stakes, watering and rolling on the designated areas.	х		
Seed and Mulch	Work under this section shall include, but not be limited to, compacting and smoothing areas, disposing of debris, firming loose soil, roughening the seedbed, furnishing and applying the seed, straw mulch, fertilizer, and stabilizing emulsion	х		
Landscaping	The Contractor shall furnish all plants, flowers, labor, equipment, supplies, and services required to install and maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but are not limited to weeding, pruning, fertilizing, and cleanup. It is the responsibility of the Contractor to have adequate equipment and staff to perform the specified services under the contract	х		
DIVISION 3 - CONCRETE				
Foundation and Footing installation	MM Contractor shall furnish and install all Material for Foundation per engineered plan. Does not include any Testing protected per OSHA requirements.	х		
Foundation Forming Installation and Removal	Labor and Materials as required to Install and Remove Forms. Includes Inspections	х		
Foundation and Footing Steel Reinforcing	This Contractor shall furnish and install all reinforcing steel for concrete foundations, dowels incorporated for concrete flatwork, and vertical masonry dowels incorporated into foundations as required. This includes all reinforcing support (i.e. chairs, slab bolsters, dobie blocks, etc.). All reinforcing steel installed by this Contractor and left exposed is to be protected per OSHA requirements.	х		
4" Concrete Sidewalks	Topsoil shall be removed to a depth as outlined by the designing engineer. Walkway final grade shall be leveled and compacted per drawings. Contractor shall furnish and install materials per design including inspections. All forms and debris shall be removed once concrete has cured.	х		
Concrete Curbs	Concrete curb shall be excavated to design depth. Contractor shall furnish and install forms as required. Excavations shall be free from all organic matter, loose soil/dirt and/or water as outlined in Division 2. All forms shall be removed and disposed once curbs are cured.	х		
DIVISION 4 - MASONRY				
Stone Veneer	Provide labor, materials and equipment to install manufactured adhered veneer according to latest IBC Code for Exterior Walls and applicable local building codes for thin adhered stone veneer, veneer installation materials and accessories as indicated on drawings, as specified herein, and as required for complete and proper installation		х	
CMU Wall	The contractor shall supply all specified concrete blocks complete with all necessary reinforcing steel, angle irons, ties, lintels, grout, accessories and all expertise, supervision, labor, layout, equipment, tools, scaffold and miscellaneous items required for a complete masonry job in accordance with plans and specifications. All work shall be performed in accordance with contract documents, specifications and drawings, and all relevant codes, regulations and requirements.	х		
Stucco	3-Coat Stucco with Integrated Color Coat		х	
DIVISION 5 - METALS				

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SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
Aluminum Awnings/Canopy	Prefabricated Aluminum Canopies Shall be Designed by a Professional Engineer/Architect. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect canopies as required. All welding on or off site shall be completed by a certified welder.		х	
DIVISION 6 - WOODS AND PLASTICS				
Engineered Trusses	MM Contractor to Engineer and provide rooftop delivered Engineered trussed per drawing		x	
russed Roof Installation	MM Contractor to Install Trusses per engineered drawings. Includes all Framing, Hardware, blocking, Sheeting, Barge, and Fascia.		х	
Finish/Pickup Labor	MM Contractor to provide all necessary labor and materials to complete Finish/Pickup work within building		х	
DIVISION 7 - THERMAL & MOISTURE PROTECTION				
/apor Barrier in Crawl Space	Furnish and install 10Mil plastic vapor barrier with a minimum 12" overlap and seams taped.		х	
Standing Seam Metal Roof- Site Installed	Contractor shall furnish all materials and labor to deliver and install a complete 24ga Standing Seam Metal Roof, manufactured by AEP SPan. Work to include finishing drip edge, ice shields (if required), flashing, underlayment and venting.		х	
Foundation Metal Flashing	Provide labor, materials and equipment to install metal flashing at bottom of all exterior walls and properly integrate the flashing with other wall water management details to protect against water infiltration. All work shall be in accordance with applicable drawings, specifications and codes.		х	
Gutter/Downspouts	The work shall consist of furnishing and installation of roof gutters and downspouts on the building as shown on the drawings. Roof gutters and downspouts may be made of aluminum. Gutters shall be supported at a maximum spacing of 32 inches for aluminum. Downspouts shall be securely fastened at the top and bottom with intermediate supports that are a maximum of 10 feet apart. Gutters shall be installed with the minimum fall specified on the drawings. If the minimum fall is not specified on the drawings, gutters shall be installed with sufficient slope so they drain to the downspouts. This contractor shall provide concrete splash blocks at each downspout location		x	
Fire Caulking	Provide all necessary labor, materials and equipment to install fire caulking in accordance to code, drawings and specifications		x	
DIVISION 8 - DOORS AND WINDOWS	accordance to code, drawings and specifications			
Exterior Metal Doors and Frames	Building Manufacturer shall furnish and install doors, frames and hardware. Any doors, frames and hardware that is located on the mate line shall be Ship loose by the building manufacturer and installed by the setup contractor. Once the building is setup and all doors installed the setup contractor shall inspect and adjust any door to insure proper operation.		х	
Storefront Doors and Frames	Building Manufacturer shall furnish and install doors, frames and hardware. Any doors, frames and hardware that is located on the mate line shall be Ship loose by the building manufacturer and installed by the setup contractor. Once the building is setup and all doors installed the setup contractor shall inspect and adjust any door to insure proper operation.		х	
Exterior Windows (Aluminum)	Building Manufacturer shall furnish and install windows and hardware. Any windows and hardware that is located on the mate line shall be Ship loose by the building manufacturer and installed by the setup contractor. Once the building is setup and all windows are installed, the setup contractor shall inspect to insure proper operation.		х	
nterior Doors Install	Building Manufacturer shall furnish and MM Contractor to install doors, frames and hardware in Hallway.		x	
Folding Partitions	Building Manufacturer Shall Provide the Necessary Design and Blocking for the Folding Partition. A certified and approved contractor shall furnish and install the folding partition on site.		х	
Ceiling Access Hatch	Provide all labor, materials and equipment to install a steel ceiling access hatch per drawings and specifications. The building manufacturer shall provide and ship loose all materials to the site. Once materials are received the designated contractor will provide the necessary labor and equipment to complete the installation per details and specifications.		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
Access Control Hardware	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete access control system installation in accordance with the prepared plans, specifications.		х	
Keying per Plan DIVISION 9 - FINISHES	MM to provide Master Key System based off of Client Schedule		Х	
Vinyl Composition Tile-Static Dissipative	All labor and materials to supply and install static dissipative vinyl tile shall be by the designated contractor on-site.		х	
Commercial Grade Vinyl Plank Flooring	All labor and materials to supply and install vinyl rolled goods shall be by the designated contractor on-site.		х	
Ceramic Floor Tile	All labor and materials to supply and install Dal Tile Keystones with integrated 5" base, shall be by the designated contractor on-site.		х	
Carpet TilesShaw Contract	All labor and materials to supply and install Carpet Tiles shall be by the designated contractor on-site.		х	
Gypsum with On Site Tape & Texture	Building manufacturer shall furnish, install and unfinished gypsum per applicable building specifications. Orange-Peel Finish by designated MM Contractors		х	
Acoustical Ceiling System - Building Manufacturer	Building manufacturer shall furnish, install suspended ceiling per applicable building specifications. Any selected rooms and/or mate line seams identified for Ship loose shall be installed and finished by the designated contractor.		x	
Acoustical Ceiling System - Site Installed	Hallway and Safe Room Suspended Ceiling shall be furnished and installed completely on-site by the designated contractor. The building manufacturer shall prewire light fixtures for drop in on site a designated contractors. Building manufacturer shall install all ductwork and drops and diffusers and secure to the sub ceiling for drop in by the designated contractors. The ceiling contractor shall install wire ties in locations per code.		х	
Interior Painting	All labor and materials to apply 1 prime and 2 finish coats of premium grade interior paint-Eggshell/Satin Sheen. Semi Gloss in Restrooms		х	
Paint Doors - Building Manufacturer	Building manufacturer shall paint doors per applicable building specifications. Any necessary touchup shall be completed by the designated contractor.	x		
Paint Doors - Site Installed	All labor and materials to paint doors shall be by the designated contractor on- site.		х	
Exterior Eave and Trim Painting - Site Installed	All labor and materials to paint exterior shall be by the designated contractor on- site.		х	
DIVISION 10 - SPECIALTIES				
Restroom Modesty Partitions	All labor and materials to install modesty partitions required per code, drawings and specifications shall be by the designated contractor on-site.		х	
Marker Boards	Building manufacturer shall furnish and install marker boards per applicable building specifications. Any selected rooms and/or mate line seams identified for Ship loose shall be installed by the designated contractor on-site			х
Restroom Fixture	Building manufacturer shall furnish and MM contractor to install restroom fixtures per applicable building specifications.		х	
Fire Extinguishers	Mobile Modular shall furnish and install fire extinguishers per applicable building specifications.		x	
Interior Signage	Building manufacturer shall furnish and install interior ADA Restroom Signage Only. All other signage is Excluded.		Х	
Exterior Signage	Building manufacturer shall furnish and install interior signage per applicable building specifications. Any selected rooms and/or mate line seams identified for Ship loose shall be installed by the designated contractor on-site	х		
Flag Poles	All labor and materials to supply and install flag pole shall be by the designated contractor on-site.	х		
DIVISION 12 - FURNISHINGS				
Office Furniture	Per Contract and design aggreement		x	
Millwork and Cabinets	Scope of work includes the manufacture and installation of custom millwork as per plans and specifications provided. Contractor will perform its work in accordance with approved Shop Drawings prepared by this contractor that conform with the plans and specifications it has been provided. Shop Drawings submitted shall be reviewed and approved in a timely manner.		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
DIVISION 13 - SPECIAL CONSTRUCTION	Drovide all passessary labor, materials and equipment to supply and jestall the			
Landscape sprinkler and Irrigation System	Provide all necessary labor, materials and equipment to supply and install the components required for a complete automatic irrigation system to deliver supplemental water to the intended landscape efficiently and uniformly per plans and specifications.	Х		
Level 7 BulletGuard Fiberglass Panels	Installed on site by MM Subcontractor in Safe Room and 28' x 8' wall in Lobby		х	
Level 7 BulletgGuard Transaction windows	Installed on site by MM Subcontractor within 28' x 8' wall in Lobby		х	
Drywall over Bulletguard Fiberglass	Installed on site by MM Subcontractor in Safe Room and Lobby		x	
DIVISION 15 - MECHANICAL				
Plumbing Water Service - Site Water Supply	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing water supply from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	Х		
Plumbing Water Service - to a Single Location	Provide labor, materials and equipment to manifold all plumbing water lines located below each fixture to two points and connect to the main water service stub located in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.		х	
Plumbing Water Crossover Connections at the Mate line	Building manufacturer shall furnish all install all water lines to each fixture as required by code. The building manufacturer shall terminate water piping at the modular mate line and allow enough work area for a cross-over connection. Mobile Modular's plumbing contractor shall provide the labor and materials to complete the water line connection at the mate line.		х	
Plumbing - Sanitary Sewer				
Plumbing Sanitary Sewer Service - Site Sanitary Service	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing sewer line from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	х		
Plumbing Sanitary Sewer Service to a Single Location	Provide labor, materials and equipment to manifold all plumbing sanitary sewer lines located below each fixture to two points. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.		х	
Fire Suppression				
Fire Sprinkler Wet Pipe - Site Installed	Fire Sprinkler contractor shall design, furnish and install a complete fire sprinkler system per applicable building specifications. Work shall be include all piping, heads, alarms, risers, backflow preventers, etc. Building fire sprinkler shall terminate to a riser flange 1'-0" AFF for complete connection to existing fire water service by designated site contractor		х	
Fire Sprinkler Main Service Line	Provide labor, materials and equipment to load, deliver, unload, install and inspect the fire water from the existing source to a single designated location in the proposed building riser flange 1'-0" AFF. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	Х		
Heating, Ventilation and Air Conditioning	The Control to the little of t			
HVAC Duct Crossovers	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to complete duct crossovers of the HVAC system in accordance with the prepared plans, specifications.		х	
HVAC Control Wiring	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete HVAC Control Wiring in accordance with the prepared plans, specifications.		х	
Startup HVAC Units	Startup HVAC units for proper operation per manufacturer requirements as part of close-out and client turnover. Includes condensates and charging		х	
HVAC Test and Balance	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a comfort balance of the HVAC system in accordance with the prepared plans, specifications.		х	



SCOPE OF WORK				
Description	Details	Excluded	Mobile Modular	Client
DIVISION 16 - ELECTRICAL				
Electrical Service				
Electrical Service - Site Power	Complete electrical service from existing power source to the proposed building. Includes, excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins.	x		
Electrical Service - Proposed Building to MDP	Complete electrical service in the proposed building to a Main Distribution Panel (MDP) or Disconnect installed in or on the proposed building. Excludes excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins, beyond the proposed MDP or Disconnect.	х		
Site Lighting				
Canopy Lighting	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to install canopy lighting in accordance with the prepared plans, specifications.	х		
Site Area Lighting	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to install site lighting in accordance with the prepared plans, specifications.	x		
Walkway Lighting	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to install walkway lighting in accordance with the prepared plans, specifications.	х		
Lighting Time Clocks	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to install time clocks in accordance with the prepared plans, specifications.	х		
Electrical Building				
Install Ship loose Exterior Lights	Building manufacturer shall provide the materials for the specified lights. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Mobile Modular's electrical contractor.		х	
Drop Fluorescent Lights into Grid	Building manufacturer shall prewire the lay-in troffer lights. Any labor, tools, permits, fees to drop the lights into the suspended ceiling grid is the responsibility of Mobile Modular's electrical contractor.		х	
Install Ship loose Exit/Emergency Lights	Building manufacturer shall provide the materials for the specified exit and emergency lights. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Mobile Modular's electrical contractor.		х	
Electrical Crossover @ Mate lines	Building manufacturer shall furnish all install all branch circuits from the individual devices and terminate at the mate line with "quick-connects" or in a junction box as required by code. The building manufacturer shall leave enough wire to cross the building mate line and allow for a cross-over connection. This additional wiring shall be coiled up and properly marked to by the manufacturer. Electrical contractor shall uncoil the wire, fasten per code, make necessary slices/connections and test to insure the circuit is properly working		х	
Telephone and Data				
Data - Boxes and Conduits	Building manufacturer shall furnish and install a an individual device box in the wall with conduit stubbed above the ceiling. Labor and Materials to complete the conduit from the building manufacturer		х	
Data	stub, the wiring, device installation and testing the system to complete the system.		х	
Sound Masking	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a Sound Masking software in offices 22, 23, 24 in accordance with the prepared plans, specifications.		х	
Video Surveillance - Boxes and Conduit Stub	Building manufacturer shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		х	
Video Surveillance System	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete video surveillance system installation in accordance with the prepared plans, specifications.			х
Fire Alarm				
Fire Alarm - Boxes and Conduit	Building manufacturer shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		х	



SCOPE OF WORK							
Description	Details	Excluded	Mobile Modular	Client			
Fire Alarm - Non-Addressable (Stand Alone) with Dialer	The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete fire alarm system installation in accordance with the prepared plans, specifications and code		х				



Building Specifications

Size: 128x104 Description: B-Office Discovery Bay Title 24

Component--FRAME

PERIMETER FRAME Perimeter Frame 12' X 56' 16" o/c

PERIMETER FRAME Perimeter Frame 12' X 24' 16" o/c

PERIMETER FRAME Perimeter Frame 12' X 66' 16" o/c

PERIMETER FRAME Perimeter Frame 14' X 51' 12" o/c at module with file room and meters cabinet

Component--FLOOR

JOIST 12" High Platform At Board Room 10'X35'-10 1/2". 2x12's w/ 3/4" deck

JOIST Ramp for Dais 125# at file room & meter location in hallway, 100# at lobby,RR's,

file & board room. 50# at remainder

DECKING 1-1/8" T&G Plywood

DECKING Mechanical Fastener

MISC Bottom Board Mobile-Flex

Component--Exterior Wall

STUDS 2 X 6 Ext. Wall Framing

SHEATHING 1/2" CDX Stucco on-site by MM. Exterior fixtures furred 7/8"

COVERING 3-Coat Stucco to Exterior walls. Color tbd. No Stucco on eaves

COVERING 5/8" Type X Gyp Unfinished 9' To 10' Tall (Exterior Wall)

COVERING Tape and mud only. Texture and paint is by MM on-site

INSULATION R-19 Kraft (Exterior Wall)

MISC 3/4"X4'X8' Fire Rated Plywood

Component--Interior Wall

STUDS Add extra stud for backing at safe room 2X4X12

STUDS Upgrade to Plumbing Wall

STUDS 2 X 4 Wall Framing - 9' To 10' Tall

INSULATION None Provided

COVERING 5/8" Type X Gypsum - Unfinished 12' Tall On both sides of stud at walls around GM, AGM, & Brief 23.

COVERING Tape & Mud Only. Texture and Paint on site by MM

COVERING 5/8" Type X Gypsum - Unfinished 10' Tall

COLUMNS Roof Support Column - Concealed

MISC Wall Extended To Rafters walls around GM, AGM, Brief 23, and safe room

Component--Roof

JOIST 2 X 10 - 16" O/C 20# flat roof. Trusses on-site by MM Exposed Tails/NO Soffit

MATE BEAM Wood Beam - 48" - 4-Layer (Struct 1)

MATE BEAM 20# Steel Clearspan - 12' Wide in Board Room

INSULATION R-30 Unfaced (W/ Support Netting)

DECKING 1/2" Wood Decking (Roof)

COVERING EPDM .045 - Black - (Multi Wides) temporary only

COVERING 24ga AEP Span Standing Seam Metal Roof with Gutters over Mfg underlayment. Color tbd

CEILING 2X4 T-grid Tegular 1914 at board room and lobby only. Ceiling height is 10' at board room and 8'6" in lobby.

CEILING 2 X 4 - T-Grid - Mineral Fiber #769A remainder. Shipped loose at safe room. 8'6" ceiling height CEILING Attic Access

MISC Header for folding partition. Folding partition is by MM



Building Specifications

Component--Window

BLINDS None Provided

36X60 -Fixed-Dual Glazed Low E Window W/ Bronze Frame Qty-20

96X24 Fixed Dual Glazed Low E Transom window Bronze Frame Qty-3

Rough Opening for Future Transaction Window

Component--Exterior Doors

DOOR 36X84 - 18ga Door - W/ 16ga KD Jamb QTY-6

DOOR 72X84 - Storefront Dbl - Med Style - W/ Pull & Push (Dual Glazed - Low E) W/ 18" Sidelite on each side

LOCKSET Panic Exit Device W/ Exit Only von duprin 98 rim exit device w/ 996EO Qty-2

LOCKSET Panic Device at Storefront Door Von duprin 33/35A rim exit device w/ 386 996L lever Qty-2

LOCKSET Prep for ADA button at storefront door only

HARDWARE Upgrade to floor mount door stops

HARDWARE Closer at Storefront Door LCN9540

HARDWARE Closer LCN 4040XP

HARDWARE Kick Plate - 10" X 34" - Stainless Steel

MISC Upgrade to Hagar 4.5 hinge

MISC Lite Kit - 24 X 36 - 1/4" Clear Tempered Glass (Ext Door) Qty-6

Component--Interior Doors

DOOR 72X84 - Storefront Dbl - Med Style - W/ Pull & Push (Dual Glazed - Low E)

DOOR 36X80- Rotary white birch door-Solid Core-W/ Timely Jamb Qty-25

DOOR 36X80 Rough Opening For future bullet guard doors by others

LOCKSET Panic Device at Storefront Door Von duprin 33/35A rim exit device w/ 386 996L lever

LOCKSET Salto XS4 Electronic Half Escutcheon Ax660 for Panic Bar Qty-7 1 door with 6pin core

LOCKSET Salto XS4 Mini ANSI Electronic Escutcheon Grade 1 Cylindrical latch With 6pin core Qty-5

HARDWARE Kick Plate 10" X 34" Stainless Steel (Interior Doors)

HARDWARE Upgrade to floor mount door stops

HARDWARE Closer LCN 4040XP

HARDWARE Closer at storefront door standard

MISC Upgrade to Hagar S.S. NRP 4.5 Hinge

MISC Upgrade to Hagar 4.5 hinge

Component--Electrical

PANEL Panelboard Nema 1, Interior, 200A 3 phase

PANEL Panelboard Nema 1, Interior, 100A 3 phase

PANEL MDP 800A, Nema 1, Interior

RACEWAY Flex W/ Ground

LIGHT Troffer 2 X 4 - LED - 4000 To 6000 Lumen Qty-74

LIGHT Surface Light 12" Round LED

EXTERIOR LIGHTS Exterior Porch Light- Title 24 Compliant xws-led-3l-mt-unv-dim-40-80cri-imsbt1-brz-eh w/ battery b

EXIT/EMERGENCY LIGHTS Emergency Light - Dual Head Qty-12

EXIT/EMERGENCY LIGHTS Exit/Emergency Light Remote Capable - Red/Green Selectable

EXIT/EMERGENCY LIGHTS Exterior Remote Head For Emergency Light

EXIT/EMERGENCY LIGHTS Exit Light - W/ Battery Backup - Red

SWITCH Photo Sensor Remote

SWITCH Momentary Switch - DCC-2



Building Specifications

SWITCH Power Relay Power Pack NPP16-D-EFP

SWITCH Wall Dimmer Switch NOPDMA-DX-WH

SWITCH Ceiling Occupancy Sensor for lights NCM-PDT-10-RJB

SWITCH Wall Occupancy Sensor NWSXA-PDT-LV-DX-WH

SWITCH Photo Sensor Ceiling Mount

RECEPTACLE 20A - Duplex

RECEPTACLE Plug Load Control Power Pack NPP20-PL

RECEPTACLE Ceiling Occupancy Sensor for Recepts NCM-PDT-10-RJB

RECEPTACLE 20A-Duplex Split Control

RECEPTACLE 50A - Range

RECEPTACLE Add 1 5/8" mud ring for fur-out on electrical at Safe Room

RECEPTACLE 20A - Duplex - Dedicated (4) in I.T. room, (4) in copy room

RECEPTACLE 20A - GFCI Duplex - Dedicated In breakroom for future fridge and microwave

RECEPTACLE 20A - GFCI Duplex

RECEPTACLE 20A - WR GFCI Protected W/ While In Use Cover

RECEPTACLE Floor Mount 2-Gang Combo Box - 20A Duplex/Data - Stubbed Thru Floor Safe room, briefing and boarc

J-BOXES 20A - Hard Wired J-Box future facp and sprinklers

J-BOXES 20A Hard wired Jbox on exterior for future cameras (by others)

PHONE/DATA 4X4 J-Box W/ Mud Ring & 3/4" Conduit (90) future phone/data, (20) future alarm

Component--Plumbing

WATER CLOSET Water Closet - ADA - Flush Valve Qty-4

WATER CLOSET Water Closet - STD - Flush Valve Qtv-3

URINALS Urinal - Low Flow Qty-2

LAVATORIES Lavatory - Wall Hung Qty-7

KITCHEN SINKS 25" X 22" S.S. Single Bowl Sink Qty-3

KITCHEN SINKS 33" X 22" S.S. Double Bowl Sink Qty-1

DRINKING FOUNTAIN Water Cooler - Hi-Low - W/ GFI

MOP SINK Mop Sink - Floor Mount

FLOOR DRAIN Floor Drain W/ Drip Primer

WATER HEATERS 6-Gallon - Electric Water Heater at Breakroom

WATER HEATERS 40-Gallon - Electric Water Heater at Janitors Room

WATER HEATERS Insta - Hot at Single use Qty-5

ACCESSORIES Modesty Partition Standard Stall

ACCESSORIES Toilet Paper Dispenser

ACCESSORIES Grab-Bar Set

ACCESSORIES Mirror - 24" X 36" - W/Clips

ACCESSORIES Modesty Partition ADA Stall

ACCESSORIES Partition - Urinal Screen

MISC Hose Bibb W/ Vacuum Breaker qty-1

MISC Hot/Cold Stub for future hand wash sink

MISC Restroom Sign

MISC Hot/Cold Stub for future boot wash--drain & shower pan by others

MISC Water Hammer Arrestor - 3/4"

MISC Pipe Insulation

MISC Ice Maker Valve Box

MISC In-Line Strainer



Building Specifications

Component--HVAC

MINI-SPLIT 1 Ton Mini Split HP at IT Room

SPLIT SYSTEM 5 Ton Split System w/ 10KW HS w/ merv 13 filter. Attic mount air handler. Condensor shipped loose Q' CRV'S & ECONOMIZERS Economizer for split system Qty-7

DUCT Fiberglass / Flex - Supply Air Duct

DUCT Fiberglass / Flex - Return Air Duc

EXHAUST FANS 150 CFM - Ceiling Mount Qty-4

EXHAUST FANS 70 CFM - Ceiling Mount Qty 1

MISC Adjustable Return Grills

MISC SDD Sensors

MISC Smoke Duct Detector for split system

MISC Eggcrate Grills

Component--Furnishings

CABINETS Solid Surface countertop Qty 59'

CABINETS Solid surface countertop w/ brackets At RRs & nursing room Qty-22'

CABINETS Laminate - Base Cabinet Qty-59'

CABINETS Laminate - Wall Cabinet Qty-59'

FURNITURE-Per schedule for Rooms 3, 5, 6, 9, 10, 11, 20, 21, 22, 23, 24, 25, & 26

Component--Misc

STATE APP CA Approvals

Sound Masking--Installed in Rooms 22, 23, & 24

Modenrfold Accousit-Seal Premier Paire Panel Wall in Board Room STC 47 Maharam Fabric Finish

BulletGuard Level 7 Fiberglass installed behind gypsum in Safe Room and Lobby Wall facing Staff

BulletGuard Level 7 Transaction Windows installed in Lobby Wall facing Staff

Wet Sprinkler System

Fire Alarm System--Stand Alone



PROPOSAL CLARIFICATIONS

Contractual - Sale Transaction

Additional Note: Mobile ModularSourcewellContract ID#120822-MMR (1) 128'x104' New Custom Modular Building purchase priced using standard Sourcewell pricing (+) plus custom modifications using RSMeans. All one-time charges including transporation, building set-up, installation, site construction, general requirments, concrete, site construction, finishes, masonry, furnishing, etc. are priced using vendor or self performed pricing to remain at or belo theSourcewell approved not to excedd RSMeans plus 17%.

Mobile Modular's Proposal, in its entirety, shall be included and made a part of any contract resulting from this Proposal. In the event of conflict, the contents of the Proposal shall be considered binding upon the parties and supersede any and all other documents.

The pricing provided herein shall be valid for 45 days.

General Construction:

This proposal is based on Mobile Modular providing a building, which meets or exceeds the requirements for the State of California. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Mobile Modular.

Mobile Modular's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer would be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.

iviopile ivioquiar standard building materials and installation methods have been provided for this building unless otherwise

This proposal is subject to finalized engineering and architectural details.

Mobile Modular will provide all permits necessary for the manufacture and delivery of the modules to the site.

All dimensions provided are nominal.

The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of the agreement.

The pricing provided herein is based on Non-Union Labor with DOL Prevailing Wage

The Customer shall be responsible for site security.

NOTE: "others" denotes not by Mobile Modular, or its agents, employees and/or subcontractors.

Building:

The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.

Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, and other minor repairs.

Proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, Mobile Modular will provide at an additional cost.

Site:

Mobile Modular assumes the minimum required distance from any and all assumed and/or common property lines.

Mobile Modular shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.

All pricing is based on normal level site conditions or standard modular set-up procedures.

Mobile Modular assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.

Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard RUCK CLAUSE

Mobile Modular for reasons of safety and schedule considerations fully expects that the site be clear of all other trade's and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the site will not be constrained by other subcontractors of trades that are not contained in our scope of work.

Excavated dirt shall be trasferred and to adjacent Lot by the permision of Delta Community Presbyterian Church.



PROPOSAL CLARIFICATIONS

Client to provide adequate staging area located adjacent to the work site.

No dewatering of subsurface water.

This proposal excludes any provisions for winter conditions

Mobile Modular assumes that all electrical, water supply and sewer are sized to provide adequate supply to the modular building. Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building.

Foundation:

Assume minimum 2,000 PSF soil compaction at grade and/or frost line.

Dewatering of Foundation Pit is not included

Building Installation/Setup:

Placement of module(s) to be accomplished by the use of crane

Decks, Steps and Ramps:

No ramps, steps, stoops, or walks

Electric:

Electrical to one point under structure ready for connection by others.

Plumbing:

Potable water to multiple points under structure ready for connection by others.

Sanitary sewer to multiple points under structure ready for connection by others.

Mechanical:

Sprinkler system will be installed and certified to a riser 1'-0" AFF. Materials and labor from the existing source to Mobile Modular's riser is the responsibility of others.

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BUILDING PURCHASE PRICING		
Modular Project		
BUILDING	\$	1,853,490.00
Sourcewell Building Price @\$165/SF x 8800 = \$1,452,000 + \$401,490 of custom modific	ations = Total of \$1,853,490.00)
TRANSPORTATION	\$	135,640.00
BUILDING SETUP	\$	64,560.00
Subtotal - Building, Delivery and Install	\$	2,053,690.00
DIVISION 1 - GENERAL REQUIREMENTS	\$	172,800.00
DIVISION 2 - SITE CONSTRUCTION	\$	46,530.00
DIVISION 3 - CONCRETE	\$	<u>-</u>
DIVISION 4 - MASONRY	\$	166,550.00
DIVISION 5 - METALS	\$	58,160.00
DIVISION 6 - WOODS AND PLASTICS	\$	212,720.00
DIVISION 7 - THERMAL & MOISTURE PROTECTION	\$	293,930.00
DIVISION 8 - DOORS AND WINDOWS	\$	109,070.00
DIVISION 9 - FINISHES	\$	266,210.00
DIVISION 10 - SPECIALTIES	\$	7,270.00
DIVISION 12 - FURNISHINGS	\$	117,280.00
DIVISION 13 - SPECIAL CONSTRUCTION	\$	175,590.00
DIVISION 15 - MECHANICAL	\$	224,080.00
DIVISION 16 - ELECTRICAL	\$	90,940.00
TOTAL DIVISIONS 1 THRU 16	\$	1,941,130.00
GRAND TOTAL	\$	3,994,820.00

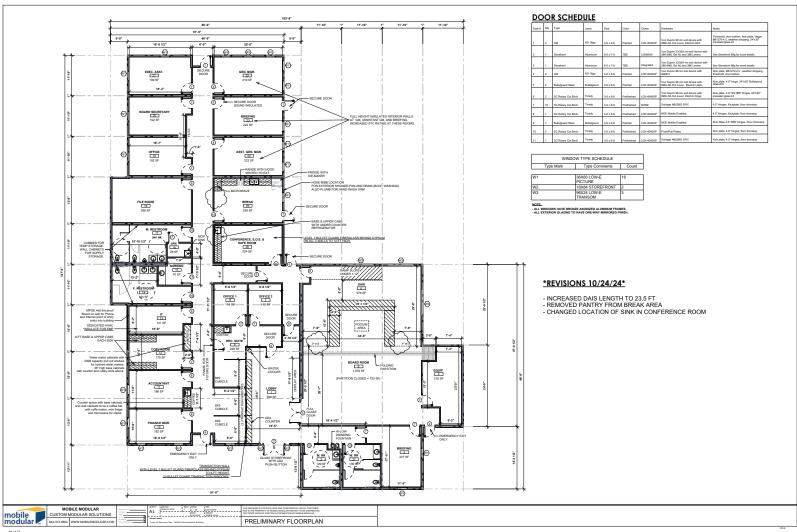
Sales Tax not included. All applicable taxes will be calculated at the time of invoice and will be in addition to these prices.

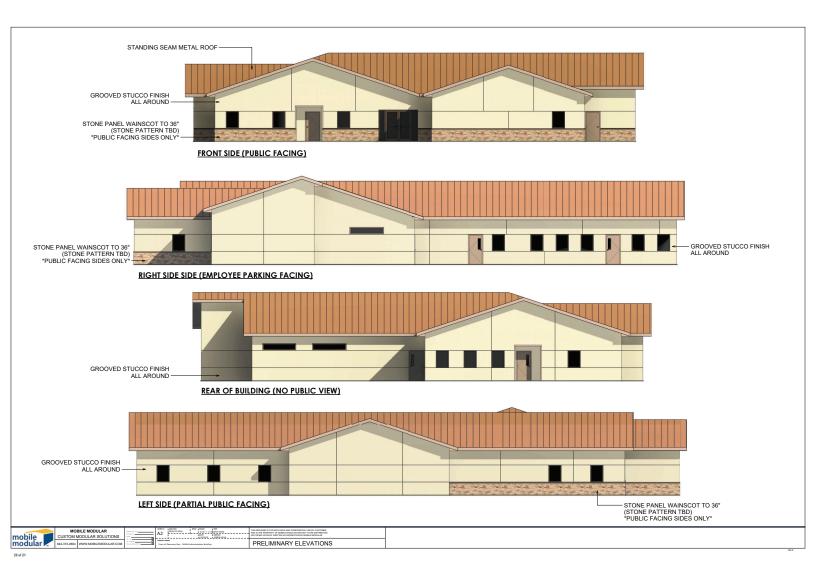
FOUNDATION PRICING	
Foundation	\$ 308,260.00

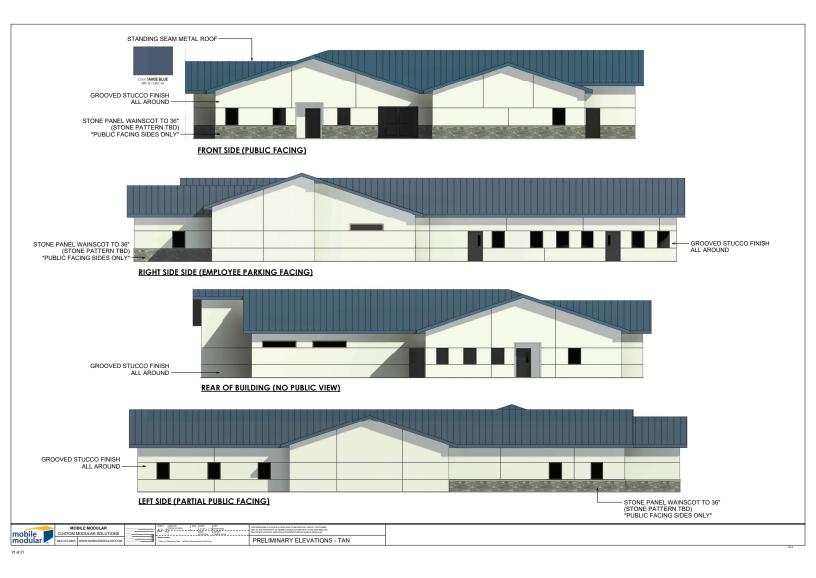
Foundation footing, stemwall, rebar, and all other material and labor to complete foundation per the foundation design in compliance with the geotechnical report.

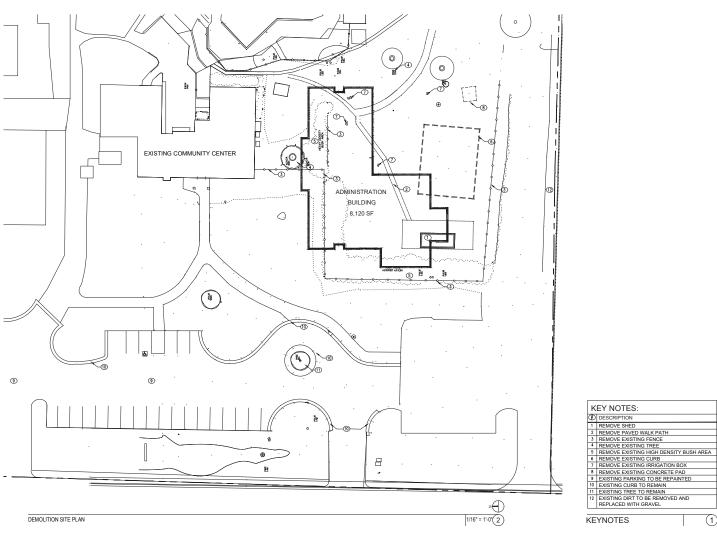
Forms installation and removal

Excavation, backfill, compaction









RPM

SUMMIT ENGINEERING

- General Civil Engineering.

- Land Surveying, Parcel Maps, Subdivisions.

- Storm Drain, Sanitary Sewer Design.

- Hydrology and Creek Protection Studies.

- Grading Drainage Plans.

- Soil Reports.

RPM Team, LLC 295 Main Street, Suite 210 Salinas, CA 93901

August 26, 2024

5855 Castle Drive Oakland, CA 94611 Tel: (510) 842-8064

Fax: (510) 482-5848

agmasso@comcast.net

Re: Geotechnical Report for Discovery Bay Community Center, Discovery Bay, California

Dear Team :

The attached geotechnical report is based on a detailed engineering study by the undersigned of the above property, where a new commercial building is planned in the near future. We conclude that from a geotechnical standpoint, the land is suitable for the new construction, provided that our recommendations are implemented and good building practices are followed.

Special concerns for this site include the potential hazards of seepage, seismic shock and differential foundation movement. Therefore, we ask that this report be carefully studied and taken into account for the engineering design which is to follow.

Upon request, we will review foundation plans, and inspect earthwork construction and foundation installation on a regular basis while the work is performed. We will also discuss construction procedures, and field changes, if needed, in a Final Report.

Please feel free to contact us at anytime in the future if there are questions about this report, or we may be of further service.

Sincerely,

Al G. Masso GE-2089 ALBERTO 6. MASSO
No. GE-2089
Exp. 3 | 26
GEOTECHNICAL
OF CALIFORNIA

GEOTECHNICAL INVESTIGATION

FOR

THE NEW OFFICE BUILDING

DISCOVERY BAY COMMUNITY CENTER

DISCOVERY BAY, CA 94505

FOR

RPM TEAM, LLC 295 MAIN STREET, SUITE 210 SALINAS, CA 93901

SUMMIT ENGINEERING
5855 CASTLE DRIVE
OAKLAND, CALIFORNIA 94611
AUGUST 26, 2024

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REPORT SUMMARY

The present geotechnical study can be summarized as follows:

- The subject site consists of a portion of a square-shaped area inside the Discovery Bay Community Center Complex, Discovery Bay, Contra Costa County, California.
 The plan is to build a new, one-level, modular office building.
- The soil profile consists of a few feet of beach sand over a thick layer of mostly sandy clay.
- Ground water was found at 10 feet during exploration work. Liquefaction is unlikely.
- The nearest major active fault is the Greenville Fault located 10 miles SW of the site.
- The proposed building should be built allowing positive drainage, i.e. allowing the storm runoff to travel away by gravity from the proposed structure. Collected roof runoff is to be directed to a proper dissipation area.
- The new building foundation will consist of a shallow support system (footings and a slab-on-grade) build on a graded pad, properly reinforced to protect against the potential effects of seismic soil deformations.

INTRODUCTION

This report presents the results of an investigation of the soils and geology conditions of a portion of land within the Discovery Bay Community Center located on 1601 Discovery Bay Boulevard, Discovery Bay, in the unincorporated area of Contra Costa County (Figures 1A & 3). The proposed building site is a portion of the larger area subject to further remodeling within the Community Center Complex (Figure 1B).

PROPOSED CONSTRUCTION

The plan is to build a one-level, modular office building. The proposed structure will rest on a shallow foundation (footings and / or slab-on-grade) build on a graded pad, and properly reinforced to protect against the effects of potential seismic soil deformations. Grading will include to prepare the building pad, foundation trenching, and to provide drainage, and runoff disposal.

SCOPE

The scope of this investigation included:

- 1. A geologic reconnaissance of the surrounding area;
- 2. A review of geologic maps and reports relevant to the site;
- 3. The drilling of two soil boreholes, collecting representative soil samples; and
- 4. The examination and lab testing of collected soil samples and the correlation of penetration resistance with shear strength.

SITE TOPOGRAPHY AND VEGETATION

The general area subject to further remodel has a square shape inside the Discovery Bay Community Center Complex. The general area is located at the intersection of Discovery Bay Boulevard and Willow Lake Road in the SW Complex area in mostly level terrain (Figure 1B). The proposed building site for the new office is in the north-center portion of the general remodel area. Site vegetation consists of a lawn and few mature pine trees and bushes (See Figure 3).

GEOLOGY

Geologic maps covering the area (Ref. 1a) indicate that the subject land is in the Sacramento and San Joaquin rivers Delta, an extensive maze of sloughs and waterways surrounding more than 60 leveed tracks and islands open to San Pablo Bay in the general San Francisco Bay Area. The site lies in the **Qhff** unit (Holocene Alluvial Fan Deposits), of the Quaternary Era (Figure 2A). Figure 2B (Ref. 1b) shows the site in an area of Moderate Liquefaction Susceptibility. A detailed liquefaction assessment is given in a Section below.

The seismically-active Greenville and Concord/Green Valley Faults are mapped 10 miles SW and 19 miles W of the site respectively. The active Calaveras and Hayward Faults are located 20 miles and 29 miles also SW of the site, respectively (Figure 2C).

FIELD INVESTIGATION

Field investigation consisted of a detailed site inspection and sub-surface exploration, both conducted in August 26, 2024. During the detailed site inspection the site topography was examined. No obvious signs of land distress or excessive settlement were observed in the planned building area or the immediate area.

Subsurface exploration consisted of drilling two soil borings at the location shown in Figure 3. The borings were drilled using a B-24, truck-mounted drill rig equipped with a 4-inch, continuous flight, hollow-stem auger, and a 140-lb sampling hammer. Soil samples were obtained using the 2-inch Standard Sampler. The standard ASTM blow-count **N** value was obtained as the blow-count for the last 12 inches of sampler penetration.

SOILS

The soil profile consists of 4 feet of fine silty sand, and some fill, and topsoil, underlain by Stiff, sandy clay to the explored depth of 51.5 ft. For engineering purposes, the following soil layers are considered:

- 0 1 feet, Topsoil and fill, disregarded for resistance purposes;
- 1 4 feet, Medium Dense, clayey sand;
- 4 8 feet, Medium Stiff to Stiff, sandy clay;
- 8 -51.5 feet, Stiff sandy clay.

Detailed descriptions of the soils found are shown on the boring log in the Appendix. The soil profile shows clays with LL = 40% to 50%, PI = 18% to 29% (CL to CH), have moderate to high plasticity (at depth), and likely a moderate to high swelling potential. See the following table of commonly used correlations between PI values and swelling potential:

<u>PI (%)</u>	Swelling Potential
≤ 12	Nil
13-15	Low
<u>16-25</u>	Moderate
26-35	<u>High</u>
> 36	Very High

Groundwater was found at 10 feet during drilling, and it rose to 8 feet after drilling. The attached boring logs show subsurface conditions at the approximate locations on the Site Plan in Figure 3.

SEISMICITY

The lot is located in the San Francisco Bay Area which is considered one of the most seismically active regions in the United States. The region major active faults are shown in the table below (Ref. 2, Figure 2C).

Fault Name	Distance (mi)	Maximum Moment Magnitude Earthq.	Fault Type
Greenville (N. Branch)	10 SW	6.6	В
Concord / GreenValley	19 W	6.2	В
Calaveras (N. Branch)	20 SW	6.8	В
Hayward (N. Branch)	29 SW	6.4	Α
San Andreas (Pen. Branch)	47 SW	7.1	Α

All these faults are currently showing creep movements and micro-seismic activity, and are capable of generating major earthquakes with the capacity for widespread damage to both man-made and natural structures. Major Bay Area earthquakes last occurred on the Hayward, San Andreas and Calaveras Faults in the years 1868, 1989 and 1861,respectively. Other small faults are mapped in the immediate area, although none are associated with any seismic activity or considered active.

Although it is not yet possible to accurately predict when and where an earthquake will occur, it is reasonable to assume that, during its useful life, the proposed structure will suffer at least one moderate to strong earthquake. During such event, the danger from fault offset through the site is remote, but strong shaking of the site is likely to occur. Soil liquefaction is considered a potential hazard at the site, and surface lateral spread could occur due to strong seismic shaking, particularly if soils are saturated.

However, foundations embedded in competent strata, although may suffer some damage, should perform satisfactorily during a strong event. In addition, wood-framed buildings are generally flexible enough to sustain some seismic deformations with minor or moderate structural damage. An effective drainage plan will contribute to maintaining higher shear strength, and hence stable ground.

California Building Code Seismic Parameters.

According to the CBC (Ref. 12), the existing soil profile may be classified as a **D** Soil type, i.e. 'Stiff Soil'. The proposed building will have a **II** occupancy category and an **D** seismic design category. We understand that the 2022 Code allows to use ASCE 7-16 design values until the ASCE 7-22 values are adopted in 2026. However, for completion, the 7-16 and 7-22 design values are shown below.

ASCE 7-16	•	Sms = 1.223g, Sm1 = N / A	Sds = 0.816g Sd1 = N / A
ASCE 7-22	<u> </u>	Sms = 1.650g, Sm1 = 1.070g	Sds = 1.100g Sd1 = 0.710g

SEISMIC LIQUEFACTION

Seismic liquefaction is the temporary loss of strength associated with the increase of pore water pressures and densification caused by the cyclic shear stresses induced within the soil mass by the propagation of seismic shear waves. This phenomenon often results in catastrophic consequences as seen in Valdivia (Chile, 1960), Niigata (Japan, 1964), Anchorage (Alaska, 1964), and locally (San Francisco, 1906 and 1989).

In loose, fine-grained, soil deposits above the groundwater the seismic shaking may produce uneven compaction of the soil mass which may cause differential settlements. In loose, submerged, granular soil deposits the excess pore water pressures produced by seismic compaction may propagate upwards in a soil mass which because of the loss of strength behaves temporarily as a viscous fluid resulting in building sinking and large differential settlements. The mixture of sand and water may reach the surface and form spectacular sand boils.

In summary, seismically-induced soil liquefaction appears to occur mostly in loose saturated sands or silty sands (Refs. 9a to 9d). The soil profile uncovered consists of materials with rather low liquefaction potential, such as, Medium Dense sand, Stiff clays, sandy clays, and small sand pockets to the explored depths of 51.5 feet. A summary soil profile analysis is shown below.

Soil Profile Analysis

Correlations used as screening criteria (Ref. 9c) indicate that liquefaction of sandy clays is possible when the soil parameters meet **all** of the following requirements:

- Percent finer that 0.005 mm is less than 15%
- Liquid Limit is less than 35%
- Water content is greater than 0.9 x Liquid Limit

In this case, the following soil parameters are obtained:

Table 1 - Soil Parameters for Soil Liquefaction Analysis

Sample ID	Dep (ft)	700 No. 100 No.	Perc. Finer 0.005 mm			0.9xLL (%)		Will Liquefy?	N SP	Soil r Class
S-0	2	Fine, Med, Dns sd						No	20	SP
S-1	5	Drk, blu-gray clay	76.5	45	24	41	23	No	6	CL
S-2	10	Red-brn-yel, sdy cly	y 88.9	44	24	40	22	No	9	CL
S-3	15	Yel-brn, sdy cly						No	10	CL
S-4	20	Yel-brn, sandy clay	94.2	50	29	45	23	No	10	CL/CH
S-5	25	Mid-brn, clean clay	1					No	8	CL
S-6	30	Mid-yel-brn, cln cly	87.6	43	18	39	25	No	10	CL
S-7	35	Mid-brn, silty clay						No	9	CL
S-8	40	Mid-rd-brn, sndy cla	у					No	9	CL
S- 9	45	Oliv-brn, clean clay	93.7	40	20	36	23	No	10	CL
S-10	50	Lite-oliv-brn, cln cla	у					No	13	CL

Therefore, since none of the requirements for seismic liquefaction are met, we conclude that in this case such phenomenon is unlikely. However, a large, nearby M6.6 event on the Greenville Fault might produce soil deformations which may result in differential settlements. Therefore, we recommend to strengthen new foundations as a precaution.

CONCLUSIONS

Based on our field and office studies, from a geotechnical engineering standpoint, our opinion is that the site is suitable for the proposed development, provided that the recommendations presented herein are incorporated into the analysis and reinforcement of the existing structure. The conclusions summary is as follows,

- The soil profile consists mostly of clays with some small sand pockets.
 Seismic liquefaction is unlikely. Therefore, a comprehensive, major foundation strengthening is not necessary.
- However, a measure of added foundation reinforcement may be in order for another reason. Local clay soils have a Stiff, deformable consistency. This fact coupled with the relatively close location (10 miles) of the Greenville Fault indicates that a strong seismic event may produce soil deformations affecting the soil profile, resulting in potential differential soil settlements.
- 3)
 It seems prudent to devise some foundation reinforcement to resist such potential soil deformation effects. Therefore, it seems reasonable to provide a cautionary overall foundation reinforcement to resist, say, a differential settlement of **2.0 inches over 20 feet**.

Ground shaking will be the major cause of earthquake damage. Ground shaking will be strongly influenced by local soil conditions such as topography, soil thickness, soil type, etc.. The controlling seismic event will be produced by Greenville Fault North Branch. The proximity to the fault will produce high ground accelerations and therefore, the structure will be subject to high base shear and high shear stresses. Seismic 2022 CBC design values are shown in a previous section.

RECOMMENDATIONS

The following are recommendations for the successful completion and maintenance of the project. Because the recommendations are partly general and partly specific to certain items of concern identified above, recommendation implementation should be discussed with SUMMIT ENGINEERING, including:

- Review the foundation, grading, and drainage plans prior to construction.
- Update this report if necessary because of observed changes or delays.
- Inspect the excavation operations, particularly those for drilled pier foundations; the placement of fill and backfill materials, etc.
- Prepare a Final Soils Engineer's Report that indicates whether construction was done according to expected soils characteristics, or new features were encountered which required special engineering considerations.

These recommendations are contingent upon SUMMIT ENGINEERING being allowed to inspect and test the grading work, drainage work, and foundation construction. This will allow comparison of the exposed subsurface soil conditions with those assumed in preparation of this report.

A. Site Preparation and Grading

The proposed building area should be stripped so sufficient depth to remove any obstructions, debris, and all surface vegetation. If any obstructions (such as tree root systems) are removed below the planned finished grades, the resulting holes should be backfilled with approved materials to be compacted to the requirements given below.

We recommend to remove the top 12 inches of the soil that will support the shallow foundations. This soil must be replaced with non-plastic, engineered fill, or clean, native sand. The resulting backfilled subgrade must be compacted to at least 95% relative density. The new foundations may consist of footings or a mat / slab on-grade supported on at least 12 inches of compacted, engineered fill.

Any imported fill should be a non-expansive soil with a PI of 12% or less. All fill and backfill materials placed at the site should not contain rocks greater than 6 inches in their greatest dimension, with not more than 15% larger than 2.5 inches.

All sub-grade surfaces that will receive fill, should be scarified to a depth of 6 inches, moisture-conditioned wet of optimum, and compacted by mechanical means only, as determined by ASTM Test Designation D1557-70. All new fills should be compacted in lifts not exceeding 12 inches in un-compacted thickness.

We recommend that any soil areas disturbed by the construction operations be provided ground cover, or planted to minimize sloughing and erosion (Ref. 13). It is important that all finished surfaces be sloped at least 2% away from foundations for positive drainage. For other grading details, refer to the CBC, (Ref. 12), OSHA Regulations, and the Contra Costa County Building Code.

B. Drainage

Drainage must not be allowed to collect and pond anywhere on the site. Recognize that crawl spaces beneath floors can collect seepage if the rough interior grade is lower than the finish grade around the outside. All finished surfaces should be sloped about 2% away from foundations for positive drainage (Figure 4). Roof runoff should also be directed away from foundations. Do not allow down-spouts to deposit runoff where it can saturate foundation soil. All down-spouts should be connected by solid pipe and allow to discharge downslope, ideally on the paved street area.

Proper building maintenance should include annual flushing with a garden hose of all catch basins and down-spout piping. If any pipes become clogged, they should be cleared and kept operational. Likewise, ground surfaces should be maintained for good drainage and to prevent erosion and foundation soil saturation.

D. Footings, Mat / Slab Foundations

Footings, concrete mats or slabs must be properly reinforced. Either foundation type must be supported on 12 inches of either, engineered fill or native fine sand, well compacted to 95% relative density.

The footing, mat or slab foundations may be designed for allowable bearing pressures of 2,000 psf for dead plus live loads, with a one-third increase for all loads including wind and seismic. These allowable bearing pressures are net values; therefore, the weight of the buried foundation can be neglected for design purposes. As a caution against nearby potential seismic soil deformations, the foundations must be designed to resist a differential settlement of 2 inches over 20 feet.

A minimum of 6 inches of crushed rock or river gravel should be used between compacted sub-grade and concrete slabs. Use of a vapor barrier under slabs is optional depending on the use of the floor. Post-tensioned slabs may not need vapor barriers if the concrete is permanently in compression. An efficient vapor barrier may be achieved by installing a 10-mil plastic membrane over the layer of gravel or crushed rock. A two-inch layer of sand must be placed over the plastic membrane before pouring in order to avoid puncturing damage and help the concrete curing process.

Concrete slabs must be at least 6 inches thick and reinforced preferably with No. 4 rebar at 16-inch spacings as minimum reinforcement. A modulus of sub-grade reaction of **80 Tons/ft3** may be used for stress analysis. For truck traffic, slabs should be at least 8-inch thick, reinforced over 8 inches of rock. Similar concrete pads should be placed wherever a debris box or a trailer storage is anticipated. Weakened-plane contraction joints should be provided in exposed, non-structural slabs at 10- to 12-foot intervals. Reinforcing should be continuous through contraction joints.

F. Pavement

The customary driveway section consists of a 4-inch, reinforced- concrete slab as described above, or a 2-inch cover of plant-mixed asphalt. (An "engineered" R-Value design can be prepared upon request). Either pavement should be placed over at least 4 inches of CalTrans Class II Aggregate Base rock.

Install pavement according to the latest CalTrans Standard Specifications, Sections 16, 19, 26, and 39. Compact the sub-grade to 95% relative compaction (ASTM D1557) at a moisture content of 2% over optimum moisture, and then rock tack, and pave immediately to keep the soil from drying and subject to swell heave the following winter. Base rock should be Cal-Trans Class II aggregate, asphalt should be plant-mixed Type B. Base rock should also be compacted to 95% and tacked. Asphalt should be sealed after paving.

H. Lateral Load Resistance

Lateral loads on shallow foundations built on the flat areas may be resisted by friction, with a friction coefficient of 0.35 times the acting vertical forces including the dead load.

LIMITATIONS

The recommendations presented herein are based on the soil conditions revealed by our test borings and laboratory procedures according to generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

It must be understood that for this report to be valid, the owner/ developer must ensure that necessary steps are taken to carry out the recommendations of the report in the field and allow SUMMIT ENGINEERING to inspect and test the grading work, drainage work, and foundation construction. Any added risk incurred by the choice of alternative construction methods which depart from our recommendations will be borne by the owner. Further, this report must not be construed as any guarantee or insurance against any type of soil failure.

The recommendations herein are general in nature and are subject to adaptation or revision as the construction circumstances warrant. We should be notified for supplemental recommendations should unusual situations be found during construction. We may be consulted for additional advice, or to provide assistance in interpreting our findings and recommendations, or to inspect various aspects of construction.

Our recommendations are valid as of the present time. However, future conditions may change due to legislation, improvement of engineering knowledge, natural processes, or man's works. Therefore, this report is subject to review and its validity may decrease with the passage of time.

Finally, careful design and construction cannot guarantee that damage will not occur if a disaster strikes. Disaster may strike in the form of a destructive, nearby earthquake. The owner alone undertakes such a risk. Therefore, the owner should obtain home insurance if available against earthquake and landslide damage.

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APPENDIX



FIGURE 1A - SITE LOCATION

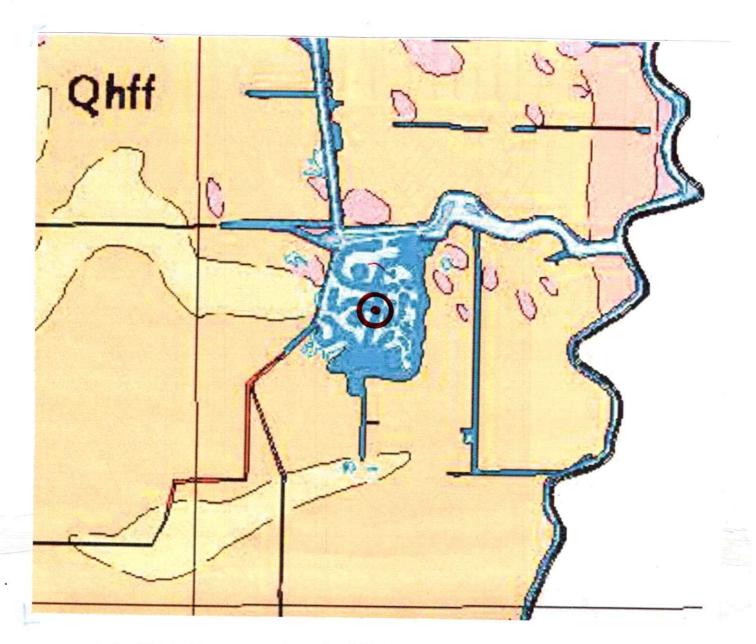
SUMMIT ENGINEERING



Partial Site Plan Development



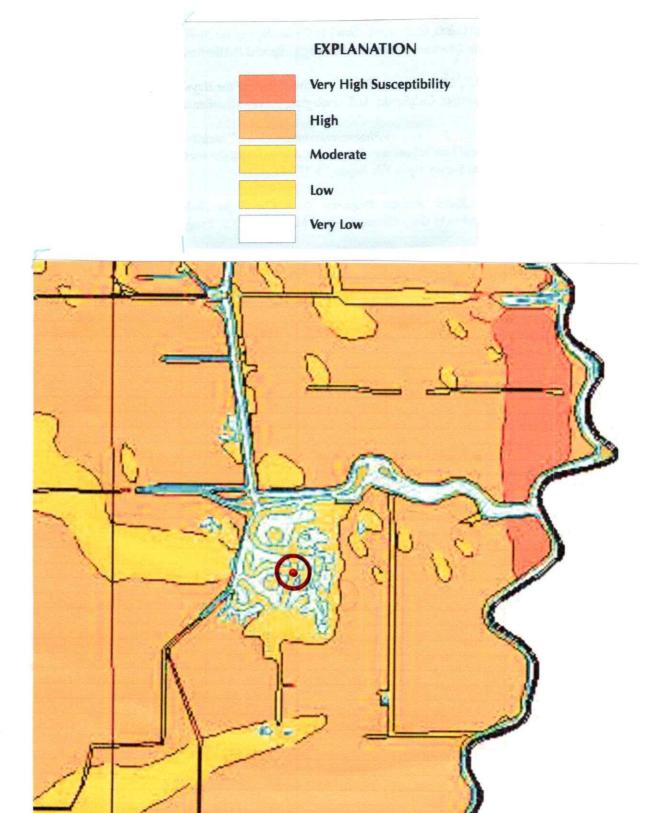
FIGURE 1B - AREA WITHIN THE COMMUNITY CENTER COMPLEX SUBJECT TO FURTHER REMODEL.



Ref. USGS (Graymer et al), 1994

FIGURE 2A - REGIONAL GEOLOGY

SUMMIT ENGINEERING



Ref. USGS (Knudsen et al), 2000

FIGURE 2B - REGIONAL LAND STABILITY

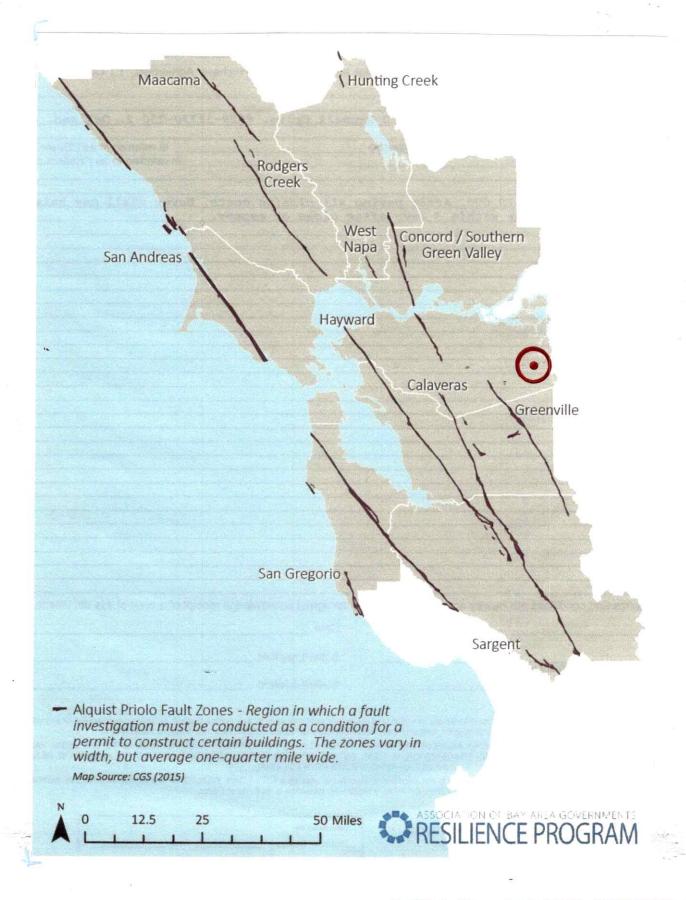


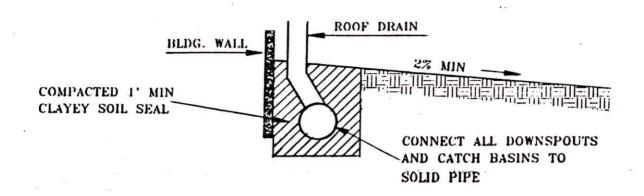
FIGURE 2C - REGIONAL SEISMICITY





FIGURE 3 - SITE PLAN AND SOIL BORING LOCATIONS

SUMMIT ENGINEERING



BUILDING DRAIN (NTS)

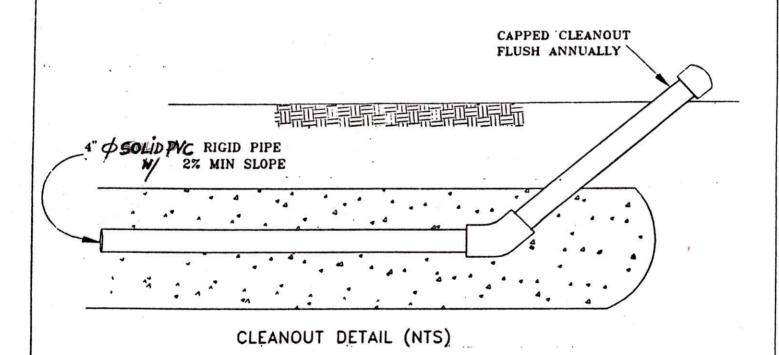


FIGURE 4 - SUBDRAIN DETAILS

SUMMIT ENGINEERING

PROJEC	T No.	. 24	0803 BORING No. B-1		DAT	E: 8/26	5/2024		
PROJEC			New Modular Building		PAGE 1 OF 3				
LOCATI			Discovery Bay Blv., Discovery Bay			GWL DEPTH: 10 ft			
The second second	THE RESERVE AND PERSONS ASSESSED.	-	ruck-Mounted Rig Hol-Stm Augr, 140	# Ham	HOL	DIAM:			
DRILLIN		TRACTO	R California Geotech		DRIL	-	Ted		
(FT) SAMPLE TYPE	& NUMBER BLOW/FT	FPR	MATERIAL DESCRIPTION	USCS	MOISTURE CONTENT %	LL/ PI %	% FINES		
S-(0		dark to med gray, dense, fine sdw/clay, damp	SP					
4	20	20	fine, med-gray sand, damp, Med. Dense dark, blu-gray clay at 4 ft	SP					
S-	6	6	dk blu-gray to olive-brn sandy cl Med. Stiff	CL	23	45/ 24	76.5		
	.2		ground water after drilling stiffer drilling 8 - 9 ft ground water found at 10 ft				= 0		
2	. 9	9	uniform, mid red-brn to yel-brn, sandy clay. Stiff	CL	22	44/24	88.9		
5 - \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	3 10	10	same yel-brn, sandy clay, moist Stiff	CL					
) = N	10	10	same yel-brn, sandy clay, clean, silt & fine sand at bott. Stiff	CL/ CH	23	50/ 29	94.2		
NOT	res:	SP	" x 6" brass tube sample SUMMIT Sample 5855 0 Oaklan	astle	Driv	e	3		

PRO	JECT	NAME:		New Modular Building		PAG	E 2 OF	3
LOC	ATION	l: 16	501	Discovery Bay Blv., Discovery Bay	CA	GWL	DEPTH	10 f
-	-	-	-	ruck-Mounted Rig Hol-Stm Augr, 140#	Ham	HOL	E DIAM:	6 j
DRII		CONTR	RACTO	OR California Geotech		DRIL	LER:	red
-24	SAMPLE TYPE & NUMBER	BLOW	SPT	MATERIAL DESCRIPTION	USCS	MOISTURE CONTENT %	LL/ PI %	% FIN
-24 -26	S-5	8	8	small fine sand pockt at top, most sample is mid-brn, clean clay Med. Stiff	CL			
-28- -30- -32-	s - 6	10	10	mid-brn to yel-brn clean clay, green-gray mottled. Stiff	CL	25	43/ 18	87.
-36 -	s-7	9	9	same mid-brn silty clay, gray-gren mottled. Stiff	CL			
-38 -40 -42	s-8	9	9	small pockt of silty fine sand same sandy clay, mid red-brn. Stiff	CL			
-44 -46	S-9	10	10	light olive-brn, clean clay Stiff	CL	23	40/ 20	93.
-48 N	OTES:			" x 6" brass tube sample SUMMIT I sample 5855 Ca		(J. K.) Samura (J. K.) a (J. K.)		

PRO	JECT I	Vo.	240	803 BORING No. B-1		DATE	: 8/26	/2024	
PRO	JECT I	VAME:		New Modular Building		PAGE 3 OF 3			
LOC	ATION	:	16	01 Discovery Bay Blv., Discovery Ba	ау			10 ft	
DRIL	LING I	METHO		HOLE DIAM: 6 in					
DRIL	DRILLING METHOD: Truck-Mounted Rig Hol-Stem Auger DRILLING CONTRACTOR California Geotech							'ed	
#(E) 48	SAMPLE TYPE & NUMBER	BLOW	SPT	MATERIAL DESCRIPTION	USCS	MOISTURE CONTENT %	LI/ PI %	% FINES	
	s-10	13	13	same light, olive-brn, clean clay Stiff	CL				
				BOH = 51.5 feet					
- - -									
· -									
-		•							
NOTES: 2.5" x 6" brass tube sample SUMMIT ENGINEERING 5855 Castle Drive Oakland, CA 94611 Grab sample									

PRO	DJECT N		DATE	8/2	6/2024						
PRO	JECT N	IAME:		New Modular Building		PAGE 1 OF 1					
	-			iscovery Bay Blv., Discovery Bay, (GWL DEPTH: 10 ft					
	DRILLING METHOD: Truck-Mounted Rig Hol-Stm Augr, 140# Ham HOLE C DRILLING CONTRACTOR California Geotech CONTRACTOR										
DRI		DRILL	ER:	Ted							
DEPTH (FT)	SAMPLE TYPE & NUMBER	BLOW/FT	SPT	MATERIAL DESCRIPTION	USCS SYMBOL	MOISTURE CONTENT %	LL/ PI %	% Fines			
	s-0			lawn topsoil, grass gray-brn clay, damp	CL						
-4-	7	20	20	fine sand at top, moist olive-gray clay V. Stiff / Med. Dense.	SP CL						
 -6 -		12	12	gray & olive-brn mixed clay, moist coarse sand grains. Stiff	CL						
-8-	``			J		73					
-10-	S-2	11	11	ground water found at 10 ft. reddish-brn, sandy clay, fine snd				٠			
-12-	<u> </u>	•		Stiff BOH = 11.5 feet	CL						
-14-	S-3										
-16 -18	7			•							
- -20	S-4										
 -22 -	7						USE I				
 -24											
	NOTES: 2.5" x 6" brass tube sample SUMMIT ENGINEERING										
	SPT sample 5855 Castle Drive Oakland, CA 94611										



MEMORANDUM

To: Dina Breitstein, General Manager, Town of Discovery Bay

From: Kate Elliott, Project Director, Harris & Associates

RE: Town of Discovery Bay's New Administrative Office Building – Supporting Memorandum for Categorical

Exemption (Class 3, New Construction)

Date: November 26, 2024

Att: 1, US Census Bureau Urban Map; 2, GeoTracker Database Search; 3, EnviroStor Database Search

This memorandum provides supporting documentation for determining the Town of Discovery Bay's proposed new administrative office building at the Discovery Bay Community Center is exempt from the California Environmental Quality Act (CEQA), in accordance with Section 15303, Class 3 New Construction or Conversion of Small Structures.

Project Description

Project Site. The Town of Discovery Bay (Town) is planning to construct a new administrative office building (Project) at the Discovery Bay Community Center, located at 1601 Discovery Bay Boulevard in the unincorporated area of Contra Costa County. Existing development at the Community Center includes building for community gatherings, swimming pool, tennis and pickleball courts, and parking. The new building would be located on a site that is covered with lawn/turf and surrounded by other Community Center facilities (refer to the red star in **Figure 1**, Project Site.

New Administrative Office Building. The new building would be an approximately 8,862 square foot one level modular building, surrounded by walkways, landscaping, and parking (refer to **Figure 2**, Preliminary Site Plan). The parking would include accessible parking spaces, three electrical vehicle (EV) charging parking spaces, and nine future-ready EV spaces. Public access to the existing community pool for delivery trucks would be maintained with the construction of new fencing on both sides of the gravel path. A concrete masonry unit wall with gates would be constructed for sound and visual separation from the community pool area.

Construction. Construction is anticipated to begin in May 2025 and is estimated to take 6 months to complete. Construction would involve the demolition of the existing shed and the removal of one large tree at the south end of the current building. The site would be graded for the building pad, foundation trenching, and to provide drainage and runoff disposal. The modular building would be constructed off site and delivered to the site to be craned onto the slab foundation. Construction would then continue with all exterior and interior building finishes, paving and final landscaping.



Figure 1 Project Site



 SITE PLAN - RENDER
 | 1/32" = 1"-0"
 1

Figure 2 Preliminary Site Plan



Water Quality and Erosion Control. The Project shall be designed to reduce potential impacts to water quality during construction, in accordance with the guidelines of the Contra Costa County Stormwater Management Program, including but not limited to the following:

- Installing and maintaining on-site storm drain protection
- Installing and maintaining sandbags and other erosion control measures at the edges of Kellogg Creek and the drainage ditch
- Keeping outdoor areas swept and clean
- Covering and tarping oily, dirty items that must be stored outdoors
- Moving waste oil storage indoors or placing it under permanent coverage where/when practical
- Providing secondary containment for stored fluids
- Covering outdoor dumpsters, bins, and the like
- Properly disposing of pressure washing discharges and silt from settling tanks
- Cleaning spills promptly with dry methods (as opposed to hosing into a storm drain)

Qualifications for a Categorical Exemption

CEQA Guidelines Article 19, Categorical Exemptions, Sections 15300 to 15332 includes classes of projects which have been determined not to have a significant effect on the environment and are exempt from CEQA. Section 15303, New Construction or Conversion of Small Structures (Class 3) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in the section are the maximum allowable on any legal parcel.

Specifically, Section 15303(c) allows for a store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive.

The Project includes the construction of an 8,862 square foot building. The Class 3 exemption covers projects involving the construction of one to four buildings in an urbanized area where the total floor area does not exceed 10,000 square feet. Therefore, it must be confirmed that the Town is considered an "urbanized area".

Per CEQA Guidelines Section 15387, an urbanized area is defined as a central city or a group of contiguous cities with a population of 50,0000 or more, together with adjacent densely populated areas having a population density of at least 1,000 persons per square mile. A Lead Agency shall determine whether a particular area meets the criteria in this section either by examining the area or by referring to a map prepared by the US Bureau of the Census (US Census Bureau), which designates the area as "urbanized".

Based on the US Census, in 2022 the population of the Town was 15,362. Because this is below 50,000, the Town must refer to and consider the map prepared by the US Bureau of the Census (US Census Bureau), which designates the area as "urbanized". The US Census Bureau's urban areas maps represent densely developed territory, and encompass residential, commercial, and other non-residential urban land uses (US Census Bureau 2023). It delineates urban areas after each decennial census by applying specified criteria to decennial census and other data. Rural encompasses all population, housing, and territory not included within an urban area (US

Census Bureau 2023). For the 2020 US Census Bureau Urban Area list, an urban area is comprised of a densely settled core of census blocks that meet minimum housing unit density and/or population density requirements which includes adjacent territory containing non-residential urban land uses (US Census Bureau 2023). To qualify as an urban area, the territory identified according to criteria must encompass at least 2,000 housing units or have a population of at least 5,000 (US Census Bureau 2023). The Town of Discovery Bay is identified on the 2020 US Census Bureau Urban Area list. Refer to the **Attachment 1**, US Census Bureau Urban Map.

Therefore, it is reasonable to conclude that the Town can be considered an "urbanized area", and the Project qualifies for a Class 3 exemption.

Exceptions to Using a Categorical Exemption

CEQA Guidelines Section 15300.2, Exceptions, identifies the following exceptions to using a Categorical Exemption. Based on an examination of the project and supporting information, the Project would not result in any impacts to the environment that would cause an exception to applying the Class 3, New Construction or Conversion of Small Structures, Categorical Exemption, to the project, as described below.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Exception (a) does not apply. The Project qualifies for a Class 3 exemption and could have a significant impact on the environment if located in a particularly sensitive environment. The proposed building area would be located at the existing Discover Bay Community Center, which is an already heavily disturbed area. The Project would not result in any significant impacts to its surrounding environment. In addition, as stated below in the discussion of Exception 15300.2(e) Hazardous Waste Sites, the Project site is not listed as containing active hazardous waste sites. Therefore, construction and operation of the Project would not impact an environmental resource of hazardous concern.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Exception (b) does not apply. The Project would not result in significant environmental impacts. In addition, due to the temporary and short-term nature of project construction, the potential for cumulative impacts to occur is low. Furthermore, there are no major reasonably foreseeable future projects within the geographic scope that would result in significant cumulative impacts in combination with the Project. Therefore, no significant cumulative impacts would result from successive projects in the same place over time.

(c) Significance Effects. A categorical exemption shall not be used for any activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Exception (c) does not apply. There is not a reasonable possibility that the Project would have a significant effect on the environment due to unusual circumstances. Project impacts would be typical construction-related effects (e.g., dust, traffic, noise) and would be temporary in nature. As described above, the Project would include implementation of BMPs to avoid and minimize environmental impacts throughout construction activities. These include measures related to fugitive dust control, erosion and sedimentation, and protecting water quality. Once constructed, the project would not result in significant impacts from operation.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources within a highway officially designated as a state scenic highway.

Exception (d) does not apply. The Project site is not located within, along, or near any Officially Designated State Scenic Highway or local roadway of importance (Caltrans 2024). Therefore, implementation of the Project would not affect any scenic highways or damage any scenic resources.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Exception (e) does not apply. The EnvirStor and GeoTracker databases were checked on November 26, 2024. No hazardous waste sites located within 1,000 feet of the Project site were identified using the EnviroStor database. Two LUST cleanup sites were identified on the GeoTracker databases within 1,000 feet of the Project site. However, both cases were listed as closed. In addition, the Project site is not on any list compiled pursuant to Government Code Section 65962.5 (Cortese List [Geotracker and Envirostor 2024]). Refer to Attachment 2 and Attachment 3, respectively.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Exception (f) does not apply. The Project site does not include any historic resources. The Project area was in agriculture, beginning in 1949 through 1974. By 1979, the area had been graded and is currently developed. The Project site has been previously graded and appears to have fill soils. The probability of the presence of archaeological resources is very low. Therefore, the Project would not cause substantial adverse changes in the significance of a historical resource.

The Project constitutes a single and complete project. For the reasons stated previously, the Project is categorically exempt from CEQA by Class 3, New Construction or Conversion of Small Structures.

References

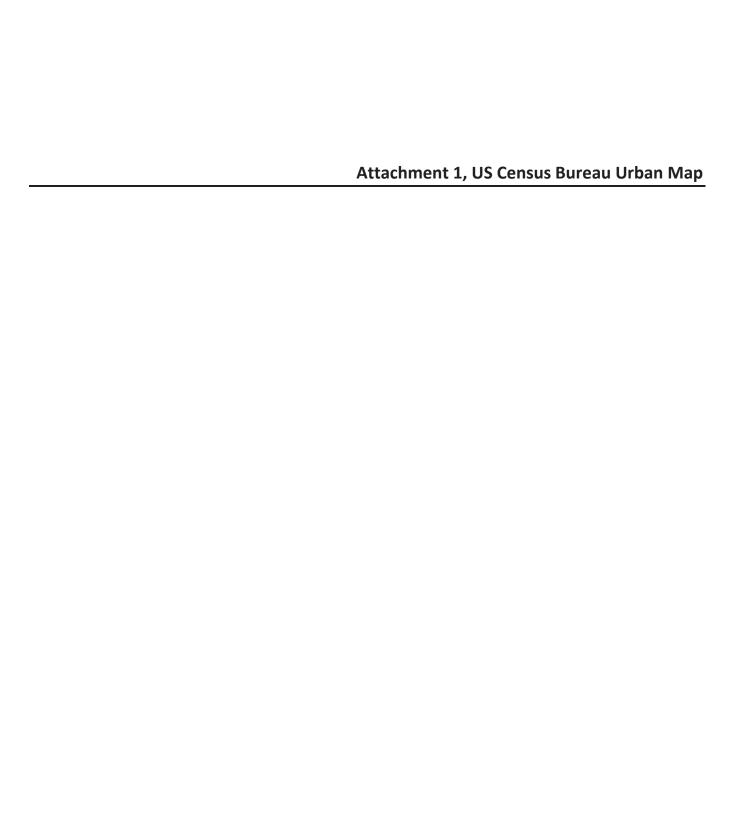
California Department of Transportation (Caltrans). 2024. California State Scenic Highway System Map. Accessed November 2024. Accessed at

https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

Department of Toxic Substance Control (DTSC). 2024. Envirostor Database Search, North Granville Avenue & East Behymer Avenue, Fresno California. Accessed November 2024.

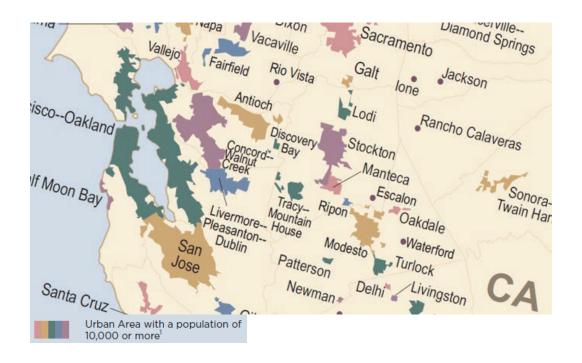
State Water Resources Control board. 2024. Geotracker Database Search. Accessed November 2024.

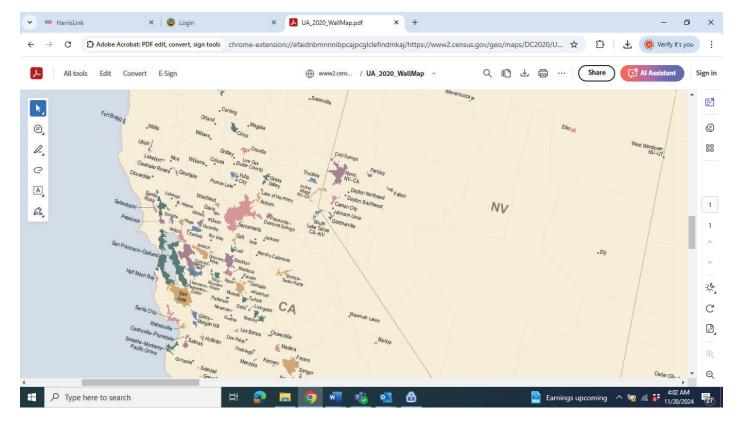
US Census Bureau. 2023. Urban and Rural Classification. Accessed November 2024. https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html



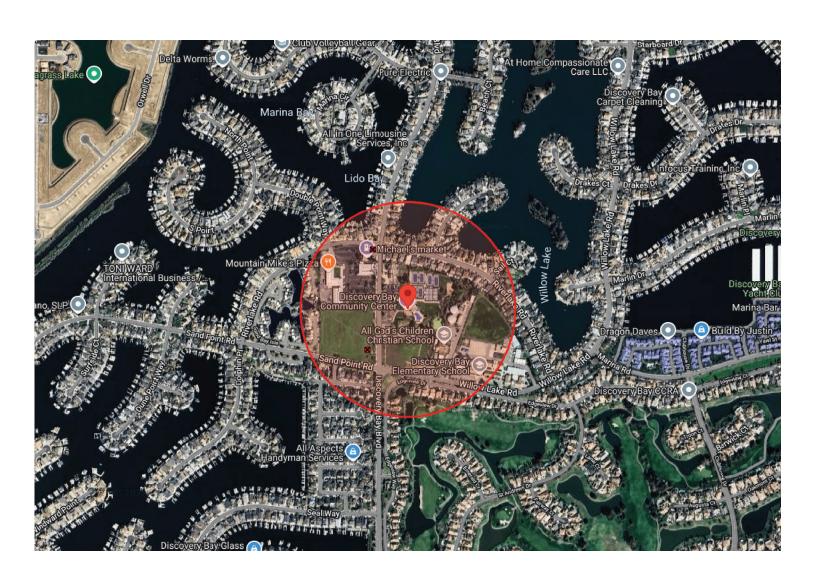
US Census Bureau Urban Map

https://www.census.gov/geographies/reference-maps/2020/geo/2020-census-urban-areas.html



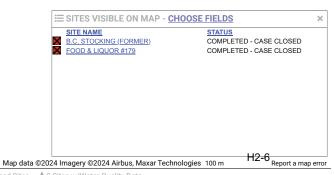






Search for an Address









Cleanup Sites

Cleanup Sites

Federal Superfund

State Response

Voluntary Cleanup

School Cleanup

Evaluation

Military Evaluation

Tiered Permit

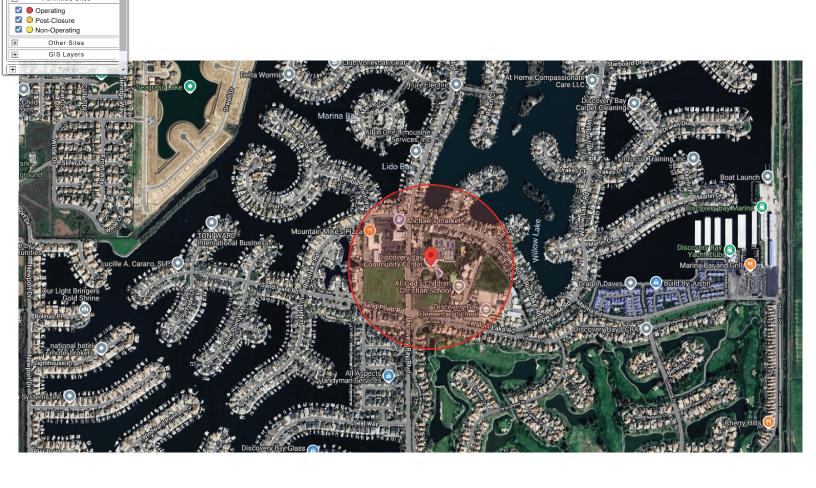
Corrective Action

Field Points

Permitted Sites

STATUS
All Statuses

[]



©oogl3

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PROJECT NAME Map data ©2024 Imagery ©2024 Airbus, Maxar Technologies 100 m Report a map error

EXPORT THIS LIST TO EXCEL 0 SITES LISTED

H2-6

Notice of Exemption

Appendix E

To: Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): Town of Discovery Bay 1800 Willow Lake Road
Sacramento, CA 95812-3044	Discovery Bay, CA 94505
County Clerk County of: Contra Costa	(Address)
555 Escobar Street	, ,
Martinez, CA 94553	
Project Title: Town of Discovery Bay's Ne	
Project Applicant: Town of Discovery Bay	
Project Location - Specific:	
1601 Discovery Bay Boulevard Disc	covery Bay CA 94505
Project Location - City: Discovery Bay	
Description of Nature, Purpose and Beneficia	·
Construction of a new administrative Center.	e office building at the Discovery Bay Community
Name of Public Agency Approving Project: The Name of Person or Agency Carrying Out Project Exempt Status: (check one): Ministerial (Sec. 21080(b)(1); 15268) Declared Emergency (Sec. 21080(b)	ect: Community Services District
☐ Emergency Project (Sec. 21080(b)(4☐ Categorical Exemption. State type ar); 15269(b)(c)); and section number: Section 15303, Class 3
☐ Statutory Exemptions. State code nu	mber:
projects involving the construction of one to four b exceed 10,000 square feet. The Town of Discover	ion of an 8,862 square foot building. The Class 3 exemption covers uildings in an urbanized area where the total floor area does not y Bay is identified on the 2020 US Census Bureau Urban Area list. wn can be considered an "urbanized area", and the Project qualifies for
Lead Agency Contact Person: Dina Breitstein	Area Code/Telephone/Extension: (925) 634-1131
If filed by applicant: 1. Attach certified document of exemption 2. Has a Notice of Exemption been filed by	n finding. by the public agency approving the project? • Yes No
Signature:	Date: Title:
■ Signed by Lead Agency Signed	ed by Applicant
Authority cited: Sections 21083 and 21110, Public Resc Reference: Sections 21108, 21152, and 21152.1, Public	





Town of Discovery Bay

"A Community Services District" STAFF REPORT

Agenda Title: Discussion and Possible Action Regarding Contracting with CoAct24 to Conduct

Construction Management Services for the Town of Discovery Bay Office Administration Building

Project.

Meeting Date: December 4, 2024

Prepared By: Dina Breitstein, General Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Actions:

- a. Approve the proposal for CoAct24 to Manage the Town of Discovery Bay's Office Administration Building Construction Project in the amount of \$159,080.
- b. Authorize the General Manager to Execute a Contract with CoAct24 to conduct construction management services for the Town of Discovery Bay's Office Administration Building Construction Project.
- Authorize the General Manager to Execute any additional change orders to CoAct24 for up to 10% of the Contract value.

EXECUTIVE SUMMARY:

At the October 2, 2024, Board of Directors meeting, the Board established the Ad-hoc Construction Management Interview Committee. At the November 6, 2024, Board of Directors meeting, the Board selected two board members to sit on the Interview Committee.

Construction management interviews were conducted on November 22, 2024. The committee interviewed three companies that submitted proposals to perform construction management services for the Town's Office Administration Building Project.

The companies that submitted proposals are listed below:

CoAct24: Proposal Amount, \$159,080 (proposed services one day a week +/- as required)

Capital Program Management: Proposal Amounts \$321,390 (three days a week +/- as required); and \$395,203

(five days a week +/- as required)

Ausonio Incorporated: Proposal Amount \$502,564 (+/- days as required)

All proposals are time—and materials-based, and the time required can be increased or decreased monthly depending on the project's needs. Therefore, the Town would only pay for the time that services were required.

The Administration Adhoc committee has determined that CoAct24 was the lowest responsible proposal submitted. The committee feels that CoAct24 team will provide the Town with valuable expertise and experience in overseeing

this complex construction project and ensure that the building is constructed to the highest standards and within budget and time constraints. At the same time, the management team would effectively coordinate between various contractors, architects, and engineers involved in the project, streamlining communication and minimizing potential delays or errors.

CoAct24's construction management team can navigate government projects' regulatory and compliance requirements, ensuring that all necessary permits and approvals are obtained.

The Ad-hoc Construction Management Interview Committee recommends that the Board take the following Actions:

- a. Approve the proposal for CoAct24 to Manage the Town of Discovery Bay's Office Administration Building Construction Project in the amount of \$159,080.
- b. Authorize the General Manager to Execute a Contract with CoAct24 to conduct construction management services for the Town of Discovery Bay's Office Administration Building Construction Project.
- c. Authorize the General Manager to Execute any additional change orders to CoAct24 for up to 10% of the Contract value.

FISCAL IMPACT: \$159,080, plus 10% Contingency

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

October 2, 2024 Board of Directors meeting: the Board took action and established the Ad-hoc Construction Management Interview Committee.

November 6, 2024 Board of Directors meeting: the board took action and selected two board members to sit on the ad-hoc Construction Management Interview Committee and adopted and signed Resolution Number 2024-15

ATTACHMENTS:

- 1. CoAct24 proposal.
- 2. Capital Program Management proposal.
- 3. Ausonio Incorporated proposal.



Proposal for Project Management

Administration Building

Town of Discovery Bay



Table of Contents

- **4** Resumes
- **7** Featured Projects
- 11 Approach
- 13 Fee Proposal



November 21, 2024

Ms. Dina Brietstein, CSDM General Manager Town of Discovery Bay 1800 Willow Lake Road Discovery Bay, CA 94505

Re: Proposal for Project Management Services - Administration Building

Dear Dina Breitstein and Members of the Selection Committee:

We are pleased to submit this proposal to provide project and construction management services for The Town of Discovery Bay Administration Building project. This Administration Building presents an exciting opportunity to benefit the community and improve the workspace for employees.

coAct24 offers a uniquely skilled and passionate team committed to realizing the Town of Discovery Bay's vision. We specialize in design-build projects and have helped clients successfully complete projects totaling over \$3 Billion. We take pride in helping our clients foster fulfilling project cultures that result in excellent outcomes.

As Project Director, I, Michael Mallery, will represent the Town of Discovery and lead all project partners. My extensive experience in designing and constructing administrative buildings ensures that we will anticipate and address any contingencies. Michael Mallery will oversee the planning, design, and procurement phases, bringing unmatched expertise in guiding organizational structures, design management, and quality construction. Our approach is simple - clearly define the project goals, implement simple communication tools, and hold everyone accountable.

This proposal will concisely describe how we will build a project culture that will deliver. We will serve as your guides and advocates, ensuring this new facility's design aligns with your organizational needs, and the construction process is meticulously monitored. Throughout every phase, we will organize information, communicate progress, maintain the schedule, and manage the budget.

We look forward to contributing to the success of your projects. As the primary contact during the proposal evaluation and post-award phases, I encourage you to reach out to me at any time to discuss our qualifications. Sincere**l**y,

Michael Mallery, Principal

mmallery@coact24.com | (530) 683-7083











Resumes

If you hire people just because they can do a job, they'll work for your money. But if you hire people who believe what you believe, they'll work for you with blood and sweat and tears."

- Simon Sinek, author & speaker



MICHAEL MALLERY PRINCIPAL

With over 20 years for experience, Michael Mallery has successfully led numerous major capital programs and projects in all major project sectors. Michael excels in guiding clients to enact their vision by building project organizations that deliver excellence through every phase of a work. He is an industry leader in alternative project delivery methods, particularly design-build. Michael's greatest attribute is his ability to bring out the best of every team member, expert, and project partner.

EDUCATION Master of Arts in Diplomacy Norwich University

Bachelor of Arts in Urban Planning California State University, Northridge

CERTIFICATIONS XXX (MDY)

Design-Build Institute of America (DBIA)

RELEVANT EXPERIENCE

UC Center Sacramento

UC Davis, UC Office of the **Pres**ident | Sacra**m**ento, California Design-Build, \$22,000,000

The UC Center Sacramento (UCCS) was an ambitious remodel of a 100-year-old structure in the heart of downtown Sacramento. UCCS is a unique center for policy making and political education for the UC system. The remodel included major structural foundation upgrades, and the addition of a third floor to accommodate lecture and meeting space and offices. Michael provided pre-construction and procurement support, including the development of budgets, schedule, procurement and contract documents, and the facilitation of the procurement process.

May Lee State Office Complex

California Department of General Services | Sacramento, California Design-Build, \$1,000,000,000

The May Lee State Office Complex is the State's first multi-agency campus serving 5,000 employees with over 1 million SF of zero carbon workspace. The complex includes four high rise buildings and a 1,500-space parking structure. As Project Director, Michael Mallery led a team of 5 colleges and was the client's primary point of contact. Michael's oversight and leadership fostered a collaborative environment supported a massively successful project that was delivered ahead of schedule and under budget.

Student Success Center

City College of San Francisco | San Francisco, California Design-Build, \$128,100,000

The Student Success Center at City College of San Francisco is a new 80,000 SF building that consolidates all campus student services and administration. Michael Mallery provided pre-construction and procurement support to the Program Manager, including budget and schedule validation, and the development and facilitation of an innovative design-build procurement process.





JEFF DEES PRINCIPAL

Jeff Dees brings over 22 years of experience in engineering and construction. His extensive experience spans various sectors, including education, healthcare, civic & municipal, essential services, and commercial. Jeff is proficient in multiple delivery methods such as design-build. Jeff excels in developing successful programs and projects with accurate budgets and schedules that ensure project timeliness and stability. His organization skills and ability to manage project teams effectively are well recognized.

EDUCATION

Bachelor of Science in Civil Engineering California State University, Sacramento

Engineer in Training Certificate (EIT) Received September 2010

CERTIFICATIONS

Certified Construction Manager (CCM)

Design-Build Institute of America (DBIA)

LEED AP

RELEVANT EXPERIENCE

District Office Renovation

Placer Union High School District | Auburn, California Lease-Lease-Back, \$7,500,000

Remodel to existing administrative building include code compliance issues resolution and new programmed space. Additional modular buildings for new conference and board meeting space.

Placer High School Building 600 Modernization

Placer Union High School District | Loomis, California Lease-Lease-Back, \$6,000,000

New classroom buildings including new meetings space and 6 classrooms all modular buildings

Placer High School Bldg Learning Commons

Placer Union High School District | Auburn, California Progressive Design-Build, \$14,000,000

New administrative, cafeteria, and learning building within existing campus.



Featured Experience









Total Project Value

Years of Project Delivery Excellence

MAY LEE

STATE OFFICE



COMPL EX

FEATURED PROJECT

LOCATION SACRAMENTO, CA

SIZE 1,000,000 SF

VALUE \$1 BILLION

CONSTRUCTION DESIGN-BUILD

The May Lee State Office Complex is the State's first multi-agency campus serving 5,000 employees with over 1 million SF of zero carbon workspace. The complex includes four high rise buildings and a 1,500-space parking structure. As Project Director, Michael Mallery led a team of 5 colleges and was the client's primary point of contact. Michael's oversight and leadership fostered a collaborative environment supported a massively successful project that was delivered ahead of schedule and under budget.

This campus sits at the key intersection of Richards Boulevard and North 7th Street, and is a cornerstone of the River District revitalization plan. The facility features a dinning hall, multipurpose center, retail spaces, a fitness center, and a childcare center.







Comprehensive Projects List

Project Name	Location	Market Sector	Deli∨ery Type	Project Amount
California Department	of General Services			
Ma y L ee State Office Co m plex	Sacra m ento, CA	Civil & Municipal	Design-Bui l d	\$1,000,000,000
City of Larkspur				
Larkspur Library	Larkspur, CA	Civil & Municipal	Design-Bui l d	\$1 7 ,000,000
City College of San Fra	ncisco			
S T EAM Bui l ding	San Francisco, CA	Education	Design-Bui l d	\$155,250,000
Student Success Center	San Francisco, CA	Education	Design-Bui l d	\$128,100,000
Deigo Rivera T heater	San Francisco, CA	Education	Design-Bui l d	\$101,000,000
Los Angeles Communit	ty College District			
South Ca m pus, L os Angeles T rade- T ech College	Los Angeles, CA	Education	Design-Bui l d	\$99,498,016
East Complex, Los Angeles Mission College	S ylm ar, CA	Education	Design-Bui l d	\$86,6 7 2,193
Performing and Fine Arts Complex, East Los Angeles College	Montere y Park, CA	Education	Design-Bui l d	\$83,152,480
Allied Health & Science Center, Los Angeles Valley College	Van Nu y s, CA	Education	Design-Bui l d	\$68,061,094
Student Services Building & Administration Building, Los Angeles Mission College	S ylm ar, CA	Education	Design-Bui l d	\$65, 7 03,915
Science Complex, Los Angeles Harbor College	Wi lm ington, CA	Education	Design-Bui l d	\$59,505,531
Lib rary L earning Crossroads Building, Pierce College	Woodland Hil s, CA	Education	Design-Bui l d	\$49,513,5 7 9
Los Angeles Communit	ty College District (co	ont.)		
Science and Technology Building, Los Angeles City College	Los Angeles, CA	Education	Design-Bui l d	\$42,959,146
East Parking Structure, Los Angele Trade-Tech College	Los Angeles, CA	Education	Design-Bui l d	\$39,648,643
School of Career & Technical Education, Los Angeles Southwest College	Woodland Hil s, CA	Education	Design-Bui l d	\$36,829,491

Project Name	Location	Market Sector	Deli∨ery Type	Project Amount
Student Services Building, West Los Angeles College	Cu l ver Cit y , CA	Education	Design-Bui l d	\$36,5 7 9,394
Student Services Building E1, East Los Angeles College	Montere y Park, CA	Education	Design-Bui l d	\$36,083,236
Library Learning Resource Center, Los Angeles Valley College	Van Nu y s, CA	Education	Design-Bui l d	\$32,426,65 7
Parking Structure - Lot 8, West Los Angeles College	Culver Cit y , CA	Education	Design-Bui l d	\$26,288,048
Multi-Purpose Community Services Center, Los Angeles Valley College	Van Nu y s, CA	Education	Design-Bui l d	\$24,6 7 5,006
Diane E Watson Center, West L os Ange l es Co ll ege	Culver Cit y , CA	Education	Design-Bui l d	\$24,029,24 7
Parking Structure, Los Angeles Harbor College	Wi lm ington, CA	Education	Design-Bui l d	\$23,629,104
MLK Library - Learning Resource Center, Los Angeles City College	Los Angeles, CA	Education	Design-Bui l d	\$23,31 7 ,4 7 2
Allied Health and Wellness Center, West Los Angeles College	Culver Cit y , CA	Education	Design-Bui l d	\$16,161,544
Los Angeles Communit	y College District	(cont.)		
Child Develop m ent Center, L os Angeles Cit y College	Los Angeles, CA	Education	Design-Bui l d	\$14,556,143
Child Development Center, Los Angeles Mission College Los Angeles Community	S ylm ar, CA	Education	Design-Bui l d	\$12 ,7 40,6 7 5
City of Santa Rosa				
Hearn Community Hub	Santa Rosa, CA	E m ergenc y Services	Design-Bui l d	\$46,000,000
Fire Station 5 Resilienc y & Relocation Project	Santa Rosa, CA	E m ergenc y Services	Design-Bui l d	\$20,600,000
California Department	of Corrections and	l Rehabilitation		
Mule Creek State Prison Infill Co m plex	Ione, CA	Justice & Corrections	Design-Bui l d	\$516,000,000
RJ Donovan Infill Facility	San Diego, CA	Justice & Corrections	Design-Bui l d	\$169,000,000
County of Sonoma				
Adult Detention Behavioral Health Unit	Santa Rosa, CA	Justice & Corrections	Design-Bui l d	\$44,600,000
UC Davis, UC Office of	the President			
U C Center Sacra m ento	Sacra m ento, CA	Education	Design-Bui l d	

APPROACH

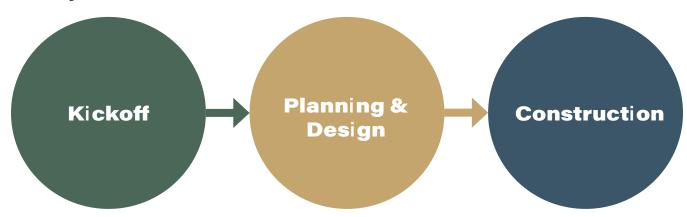
Through planning communication, and commitment, all deadlines and deliverables are delivered promptly, ensureing project success and client satisfaction.

- Juli Kawahata, Department of General Services

Project Approach

Our goal is to represent the Town of Discovery through every facet of the project. We accomplish by first understanding your operational needs and organizational structure. This allows us to adapt our experience and management tools to your organizational structure. Over the first 60-days of the project we will implement the following plan to setup the project for success:

60 Day Plan



During the Kickoff Meeting we will establish a project charter that defines the projects goals and mission, communication protocols, and key milestones.

This meeting will bring together all project partners and stakeholders to build a project culture of collaboration and accountability.

During planning and design we will implement the project's organizational structure, communication tools, and develop a project schedule and budget that can be easily tracked and managed.

With the design well developed already, we will focus on validating programmatic needs and maximizing project value.

During construction our focus will be ensuring quality control, documentation, and adherence to the project schedule

We will work directly with the Town of Discover Bay and the Design-Builder make sure the project vision is realized on time and within budget.

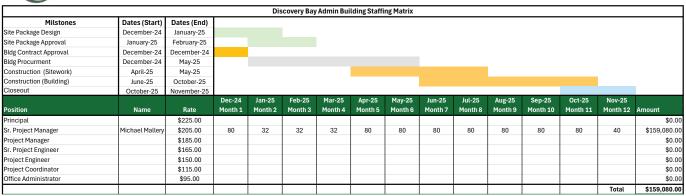
Fee Proposal

We require from buildings two kinds of goodness: first, the doing their practical duty well: then, that they be graceful and pleasing in doing it.

- John Ruskin



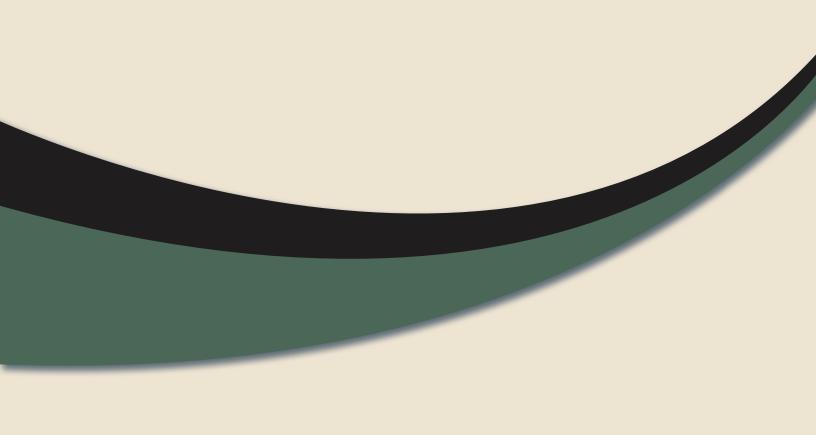
Fee Proposal Detailed Breakdown by Month



Notes

Part B Pricing proposal wil be determined upon DB entity final schedule at the end of GMP negotiations. Any savings from Part A will be applied to Part B contract amendment.

CoAct24





35**7**5 Arden Wa**y**, Suite 1063, Sacra**m**ento, CA 95684 (530) 683-**7**083 | www.coAct24.co**m**

Dina Breitstein General Manager Town of Discovery Bay Community Services District 1800 Willow Lake Road Discovery Bay, CA 94505

Subject: Proposal – On-Call Project/Construction Management Services for

New District Office Project

Dear Dina,

It was great getting the opportunity to meet you in person and review the site where your new building is proposed to go. Sharon and I have also reviewed the documents you provided from Mobile Modular. We have generated a fee budget for services based on the contractors proposed time line for the design phase and made an estimate of time for the construction phase. This proposal is for CM assistance five days a week. We can make an adjustment if you feel you do not need that level of help.

Capital Program Management, Inc., ("CPM"), is pleased to provide to the Town of Discovery Bay Community Services District ("District") our Proposal for On-Call Project and Construction Management Services. As requested, we are providing an estimated fee budget for assisting the District with your District Office project.

The general description of the Scope of Services that may be required under this engagement are described in Exhibit "A".

CPM represents that it is skilled in performing work of a similar nature and will perform its work in accordance with the applicable professional standard of care. CPM will commence its work promptly and shall continue until the estimated completion of the project of September 30, 2026 or until notified by you that CPM's services are no longer required, or until the engagement is suspended or terminated.

CPM shall be compensated for performance of the Services based upon hours actually expended in performing the Services at the rates established in Exhibit "B" for an estimated fee budget of Three Hundred Ninety-Three Thousand Dollars (\$393,000) with actual expenses incurred. Reimbursable expenses for Two Thousand Dollars (\$2,000) shall include, without limitation, those stated in the Exhibit "B". Total estimated fee budget would be Three Hundred Ninety-Five Thousand Dollars (\$395,000). We have included our resource loading projection for personnel recommended for this project with a time line and tasks.

We are looking forward to the opportunity to work with you and the District staff.

Sincerely,

CAPITAL PROGRAM MANAGEMENT, INC.

Mark Rosson

much Rosson

President

Attachments: Draft Agreement

Resource Loading Projection Worksheet

EXHIBIT "A"

Proposal for On-Call Project/Construction Management Services

Scope of Work: On-Call Project/Construction Management Services

Following is a list of potential on-call services that the District may want to engage Capital Program Management ("CPM") to perform. Note that no work will be performed unless specifically directed by the District. The District may choose to perform any portions of the work to minimize costs.

Programming Phase / Project Scope and Budget Review:

- 1. Review Mobile Modular's progress drawings during the programming phase and confirm scope of work.
- 2. Attend project team meetings on a weekly and/or regular basis, as desired.
- 3. Prepare a project budget that includes hard and soft costs using an estimate for the construction cost provided by CPM's estimating vendor.

Schematic Design Phase:

- 4. Attend project team meetings on a weekly and/or regular basis, as desired.
- 5. Review Mobile Modular's progress drawings during the schematic design phase and confirm scope of work.
- 6. Present project updates to the District, as desired.
- 7. Validation of estimate provided by Mobile Modular (Preliminary Building Cost Estimate).
- 8. Assist with the review and validation of the pricing methodology prepared by the Contractor.
- 9. Assist with the oversight and coordination of District consultants, design team, and other services that may be required.
- 10. Perform interdisciplinary design constructability review.
- 11. Assist the District and the design team with the Agency plan approval process, and attend Agency meetings if desired.
- 12. Refine and update the project budget.
- 13. Perform invoice due diligence (review and approve all District project related expenses) if needed.

Design Development Phase:

- 14. Attend project team meetings on a weekly and/or regular basis, as desired.
- 15. Review Mobile Modular's progress drawings during the design development phase and confirm scope of work.
- 16. Present project updates to the District, as desired.
- 17. Validation of estimates provided by Mobile Modular (Preliminary Building and Site Development Cost Estimate).
- 18. Assist with the review and validation of the pricing methodology prepared by the Contractor.
- 19. Assist with the oversight and coordination of District consultants, design team, and other services that may be required.
- 20. Perform interdisciplinary design constructability review.
- 21. Refine and update the project budget.
- 22. Perform invoice due diligence (review and approve all District project related expenses) if needed.

Construction Document and Agency Approval Phase:

- 23. Review Mobile Modular's progress drawings during the construction document phase and confirm scope of work.
- 24. Attend project team meetings on a weekly and/or regular basis, as desired.
- 25. Present project updates to District, as desired.
- 26. Perform a final constructability review of Construction Documents.
- 27. Assist with the review of Phase II Agreement with Mobile Modular for construction services.
- 28. Review and validation of Fixed Firm Fee Proposal provided by Mobile Modular and assistance in negotiation of final price.
- 29. Assist with the oversight and coordination of District consultants, design team, and other services that may be required.
- 30. Assist the District with the Agency plan approval process as needed.
- 31. Refine and update the project budget.
- 32. Perform invoice due diligence (review and approve all District project related expenses) if needed.

Bid and Award Phase:

- 33. Assist the District with negotiating Phase II Agreement with Mobile Modular for the Construction phase of the project.
- 34. Assist the District with issuing the Notice to Proceed to Contractor.

Construction Management Phase:

- 35. Provide District representation during Construction phase.
- 36. Review and address and/or assist architect to address all Request for Information (RFI's).
- 37. Review and address and/or assist architect to address all Proposed Scope Changes (PSC's).
- 38. Perform invoice due diligence (review and approve all project related expenses).
- 39. Update project budget as needed.
- 40. Contract Administration documentation processing and tracking.
- 41. Coordinate project closeout with contractor.
- 42. Assist in filing the Notice of Completion.

EXHIBIT "B" COMPENSATION

Town of Discovery Bay Community Services District Master Rate Schedule

	Position	2024 Rates	2025-2026 Rates
()	President	\$213	\$222
PIC	Vice President	\$213	\$222
_	Principal-In-Charge	\$213	\$222
	Program/Construction Director	\$213	\$222
E S	Senior Project/Construction Manager	\$197	\$205
gra	Project/Construction Manager	\$189	\$197
5 5 57	Assistant Project/Construction Manager	\$164	\$171
Planning & Program Management Practice	Project Coordinator I	\$104	\$108
g &	Senior Estimator	\$189	\$197
Je Ji	Estimator	\$146	\$152
anr Jac	Senior Scheduler	\$189	\$197
Pi,	Scheduler	\$146	\$152
	Clerical	\$63	\$66
3 6	Director of Budget & Accounting	\$213	\$222
<u> </u>	Budget & Accounting Manager	\$197	\$205
Budget & Accounting Practice	Senior Budget Analyst	\$189	\$197
Pro Sci	Budget Analyst	\$146	\$152
Ā	Asst. Budget Analyst	\$110	\$114
int t	Director of Contract Management	\$213	\$222
Contract Management Practice	Senior Contract Manager	\$197	\$205
act	Contract Manager	\$189	\$197
ang CC Pre	Contract Administrator	\$164	\$171
Ž	Assistant Contract Administrator	\$110	\$114

Reimbursable Expenses* - 5% mark-up

Note that the <u>only</u> reimbursable expenses are for reprographics and postage.
 Any other reimbursable expenses must have District's prior approval.
 There are no reimbursable travel expenses and no charge for time while traveling.

Town of Discovery Bay Commun	ity Sony	icoe			202	14							20	25					2026									
Department	ity Serv	1063		Sept.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
		CPM - Tasks		Provide District with Proposal	Negotiate CPM Agreement / Award	Review Scope / Attending Meetings	Develop Project Budget	Review SE Prelim E Estimat Mee	Drawings / Ildg Cost / Attend	Review DD Prelim BI Developm Estimate Project	dg & Site nent Cost / Update	Review CD		Constructal			Finalize Fixed Firm Fee / Phase II Agreemen t	Board Approval		Cor	nstruction (7 months) \ C	M 5 days a w	cek		Punch Subst Completic	antial on / Close	
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CPM Personnel			Months	1	2	3	4		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	4
	2024	2025	2026	Sept.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
PIC / Senior Program / Project Manager (Sharon Thomas)	\$197	\$205	\$205	0	12	12	40	12	12	12	24	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	6	5
				\$ -	\$ 2,364.00	\$ 2,364	\$ 7,880	\$ 2,460	\$ 2,460	\$ 2,460	\$ 4,920			\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 2,460	\$ 1,230	
Senior Project Manager (Jalil Bazyar)	\$197	\$205	\$205	0	\$ 16	16	16	24	24	24	24	24		32	48	32	16	16								1		4
					\$ 3,152.00	\$ 3,152	\$ 3,152	\$ 4,920	\$ 4,920	\$ 4,920	\$ 4,920	\$ 4,920	\$ 9,840	\$ 6,560	\$ 9,840	\$ 6,560	\$ 3,280	\$ 3,280	\$ -	\$ ·	\$.	s -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction Manager (Jalil Bazyar)	\$197	\$205	\$205	0											0	0			75	75	75	75	75	75	75	50	30	j
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Assistant Project Manager (Siwar Moukatash)	\$164	\$171	\$171	0												4	4	8	24	\$ 4,104	24	\$ 4,104	24	24	24	\$ 4,104	24	4
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Budget & Accounting (Dagnes Sutherland)	\$189	\$197	\$197	0	s .		s .	s .	s .	s .	s .	s .	s -	s .	s .	\$.	s -	٠.	\$ 788	\$ 788	\$ 788	S 788	S 788	S 788	e 700	S 788	\$ 788	4-
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PROPOSAL & QUALIFICATIONS

PRESENTED TO:



THE TOWN OF —

Live Where You Play

PROPOSAL AND QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE TOWN OF DISCOVERY BAY NEW ADMIN OFFICES

September 12, 2024



September 12, 2024

Dina Breitstein MSL, CSDM General Manager Town of Discovery Bay | Community Service District 1800 Willow Lake Road Discovery Bay, CA 94505

RE: Construction Management Services
New Administration Building

Dear Ms. Breitstein.

Main Office:

11420 A Commercial Pkwy Castroville, CA 95012 (831) 633-371 office (831) 633-3389 fax Corporation FEIN: 77-0360208

Point of Contact:

Brian Tracy, PE, CCM brian@ausonio.com (831) 262-8641 cell

Principals:

Andrew P Ausonio, P.E (Pres) andrew@ausonio.com Samuel J Phillips (VP) sam@ausonio.com

Thank you for requesting Ausonio Construction Management (CM) to provide a proposal for services to support the new administration building for the Town of Discovery Bay (TODB). We are excited about the opportunity to assist you in managing this from its current stage through final completion. Having supported similar community projects, we understand the positive impact this new administration building will have on the Town, and we're eager to bring our expertise to help make this a reality. This proposal will review our understanding of the project and our recommended scope and approach to managing the work.

PROJECT UNDERSTANDING

We appreciate your time via phone and the resources shared to help us better understand the goals and scope of the new administration building project. We understand that this facility will provide replacement office and meeting space for the town's administrative staff, as well as create a new community gathering room. TODB has signed a Phase I design-build contract with Mobile Modular (contractor) to provide design services, and anticipates a Phase II agreement for construction of the building and all associated sitework.

STAFFING

Ausonio CM proposes to assign **Pam Lapham, AICP** as Senior Project Manager and single point of contact between our team and the Town. Pam is currently managing a similar modular project for Alisal Union School District that is on schedule and on budget, with high client satisfaction. If any of the Town staff would like to visit the site and see the progress, we will be happy to coordinate a tour.

In addition, **Steve Pichler** will serve as Construction Manager to ensure that the work in the field is performed with a high degree of quality and remains on schedule, and Taryn **Ordonio** will serve as Project Engineer to support Pam and Steve as she has on many past projects. I will provide high-level support throughout the project, ensuring that our performance remains aligned with the Town's objectives and drawing on our broader team's experience to swiftly address any challenges. Please see the enclosed team resumes for further detail.



SCOPE OF SERVICES

As your Construction Manager, Ausonio CM will provide an approach tailored to meet your needs. The sections below provide details on the specific tasks that the Ausonio team will provide during each phase of the project. In addition to these, we will also perform the following across all phases:

- 1. Serve as the Town's representative in all aspects of project execution.
- 2. Provide reports of project status to TODB leadership with the frequency and level of detail that will be most helpful for stakeholders at all levels.
- 3. Identify problems and issues encountered in accomplishing the work and recommend the appropriate action for resolution of problems to minimize impact to the completion schedule.

The most immediate tasks as Ausonio begins its engagement will include meeting with Town leadership and the contractor's design team to confirm the goals of the project and the best methods to seamlessly integrate our staff with the larger project team. We will also work to gain a full understanding of the design documents and review the working budget and schedule.

In each phase of the project, we will provide services rooted in the best practices of construction management, led by our AICP and CMAA certified staff. Some of the specific anticipated tasks are listed below. The enclosed rough concept schedule also provides a further breakdown of work activities within each phase.

Design Phase (est. 6 months)

- Review the contract with modular design-builder for Phase I services and proposed Phase II services. Advise on recommended scope, potential gaps, and solutions to provide complete coverage.
- ♦ Confirm all regulatory approvals required, including building permit and CEQA determination.
- ♦ Facilitate CEQA consultant procurement, coordination, review of findings, public review, board approval, and required filing of determination.
- Provide peer review of design/builder construction cost estimates at each phase of design. Develop cost savings items as appropriate to ensure project budget remains on target.
- Conduct reviews of drawings and specifications for constructability and completeness for bidding to subcontractors.

Permitting and Procurement Phase (est. 6 months)

- Assist and coordinate any pre-application meetings with the appropriate agencies to ensure permitting requirements are fully understood and followed.
- ♦ Facilitate planning with utility providers and third parties as needed to proactively manage constructionphase coordination.
- Provide regular updates on permit review progress and assist the contractor in responding to comments and resubmitting.



- ♦ Ensure that the bid packages created by the modular design-builder conform to all contractual and regulatory bidding requirements, including identification of potential self-performed scopes and ensuring competitive pricing for those packages.
- Assist the Town and contractor in providing advance notice of bidding to the subcontracting community. Manage any prequalification activities as appropriate.
- ♦ Coordinate and attend pre-bid site walks as necessary to support the contractor's bid process.
- Provide oversight on the contractor's GMP process, including reviewing bids and subcontractor selection recommendations.
- ♦ Review the list of inspections required by the design documents and solicit proposals from third-party inspection firms.
- Manage the development of the site logistics plan, baseline schedule, storm water pollution prevention plan (SWPPP), safety plan, and submittal schedule by the contractor. Partner with the Town and contractor to incorporate welcoming public information aspects into the site layout for the construction phase.
- ♦ Coordinate with the Town to provide updates to stakeholders as construction approaches.
- ♦ Conduct a preconstruction meeting between all team members.
- Assist the Town in issuing an official Notice to Proceed.

Construction Phase (est. 10 months)

- Establish a project management system to collaborate and track all construction administration elements, including meetings, RFIs, submittals, and progress. Ausonio uses **Procore** in-house but we are happy to work with other systems if the Town prefers.
- ♦ Conduct weekly coordination meetings between the Town and contractor to review work in place, upcoming schedule, administrative tasks, and identify any issues needing group input.
- ♦ Conduct site visits to review project progress and quality, including utilizing 360-degree photos to capture immersive progress updates of the work. We anticipate several site visits per week but not a full-time presence unless otherwise requested by the Town.
- ♦ Review the project schedule, submittals, scope changes, RFIs, pending issues, and field problems. Coordinate reviews/responses from the design-build team and provide updates to the Town as needed.
- ♦ Coordinate early discussions of project closeout, punchlist, commissioning, and FF&E timelines to ensure that sufficient room is created within the master schedule.
- ♦ If schedule slippage and/or schedule conflicts are forecasted to occur, provide resolution and mitigation recommendations.
- ♦ Track RFIs, shop drawings, long-lead materials and all other required submittals ensure schedule compliance is maintained.
- ♦ Review contractor requests for payment for completeness and accuracy. Ensure that all required information is submitted, including schedule updates and lien waivers.
- Review certified payroll records or other DIR required submissions to ensure that the contractor and all subcontractors have filed for each period of work. This will not include an audit of individual work hour totals.



- ♦ Ensure work in place complies with design documents and industry standards. Provide notifications to the contractor if any corrective actions are needed.
- Receive and review all requests for contingency use or change orders from the contractor or as required by field conditions and other unforeseen conditions. Submit recommendations to the Town for approval prior to instituting any changes to the contract documents or work in the field.
- ♦ Review any scope changes proposed during the course of construction, and make recommendations regarding practicality, costs, and effect on the schedule.
- ♦ Coordinate punchlist reviews by the Town and its stakeholders, and ensure that contractor maintains sufficient project supervision for speedy completion of the punchlist.

Post-construction Phase (est. 2 months)

- Assist in the delivery and installation of all FF&E items.
- ♦ Carry out and monitor all project close-out activities and ensure the completion of all required documentation, including but not limited to:
 - Facilitation of final lien waivers
 - Coordination and submittal of as-built records
 - Project files and warranties/guarantees
 - Systems start-up and commissioning
 - Operations and maintenance manuals
- Upon completion of punchlist and certificate of occupancy, assist the Town in filing the Notice of Completion as required.
- Make recommendation for final payment after determining 100% completion of the work.
- ♦ Transfer all project documentation to the Town in the manner and format requested.
- Assist the Town with public events to commemorate the completion of the project phase.

PROPOSED FEE

Below is our proposed **not-to-exceed** fee based on anticipated project scope and duration for each phase of the project. We understand that the actual schedule may vary but do not anticipate needing to adjust the fee unless there are major revisions to the project scope or timing.

Our proposal is structured based on estimated hours at an hourly rate. We are happy to review the staffing estimates that were used for each phase and adjust as requested. We will invoice only for the actual hours worked, and any savings upon project completion will remain with the Town. We will work closely with you to manage this project within our budgeted hours.

Phase	Fee
Design & CEQA	\$ 94,600
Permitting and Procurement	\$ 37,776
Construction	\$ 341,484
FF&E / Move in / Closeout	\$ 9,375
Subtotal	\$ 483,235
Reimbursable Expenses (4%)	\$ 19,329
Total	\$ 502,564



Ausonio has been proud to serve the greater Northern California community for over 65 years. We thank you again for the opportunity to submit this proposal and are excited to collaborate with you and your team to make this project a success. We look forward to discussing our approach to ensuring a successful and enjoyable project!

Sincerely,

Brian Tracy, CCM

Director of Construction Management

YOUR PARTNER FROM CONCEPT THROUGH COMPLETION **AUSONIO CSUMB Building 37**





Pamela Lapham Senior Project Manager



PRIMARY OFFICE

11420 A Commercial Parkway Castroville, CA 95012 831-288-8177 | pam@ausonio.com

EXPERIENCE

Ausonio Incorporated | 2022-Present Senior Project Manager 2000-2005 | Project Engineer

2013-2022 | CSU, Monterey Bay Sr. Budget Analyst Capital Project Manager Capital Projects Coordinator Project Assistant/Budget Analyst

2005-2013 | Pacific Municipal Consultants - Associate Planner

EDUCATION / CERTIFICATION AICP, Candidate

Cal Poly, San Luis Obispo (1995) Soil Science, Land Use Management

AWARDS

American Public Works Association's Project of the Year Award of Merit

TRAINING

Procore, Bluebeam, Microsoft Teams

Pam is a Senior Project Manager with Ausonio Incorporated and has been in the Construction Industry for almost 30 years. She is a dedicated, team-focused and results-based team member that values collaboration and client satisfaction over everything.

New Wellness Center at Salinas Education Center | Salinas, CA (\$1,500,000) *Project management during preconstruction of new wellness center.*

New Classrooms & Administration Buildings at Alisal Community School Salinas, CA (\$16,000,000)

Construction management of 20,120 square feet buildings plus site improvements under the lease leaseback delivery method.

Demolition at Alisal Community School | Salinas, CA (\$1,100,000) Construction management of demolition of two existing buildings and utilities.

Multi-Purpose Room Interior Improvements at Cesar Chavez Elementary Salinas, CA (\$100,000)

Construction management of interior improvements to remove table pocket walls and refresh finishes & trim.

Multi-Purpose Room Interior Improvements at Creekside Elementary Salinas, CA (\$100,000)

Construction management of interior improvements to remove table pocket walls and refresh finishes & trim.

Multi-Purpose Room & Classroom Improvements at Virginia Rocca Barton Elementary | Salinas, CA (\$100,000)

Construction management of interior improvements to refresh finishes and build back wall removed during abatement.

Exterior Site Improvements at John Steinbeck Elementary and Virginia Rocca Barton Elementary | Salinas, CA (\$300,000)

Construction management of site improvements that included patching of asphalt, slurry, sealing, and striping.

Roofing Repair Monterey Bay Air Resources District | Monterey, CA (\$365,000) *Construction management of roofing membrane application and coping cap replacement.*

Emergency Abatement and Roof Repair at Virginia Rocca Barton Elementary School Center | Salinas, CA (\$65,000)

Construction management of emergency mold abatement and roofing repairs at two classrooms.





Steve Pichler Construction Manager



PRIMARY OFFICE

11420 A Commercial Parkway Castroville, CA 95012 408-931-0501 steve@ausonio.com

EXPERIENCE

2020-2021 | RGMKramer

Project Manager

2018-2022 | Visions Made Simple

Owner

2017-2018 | Steinwinder Remodeling

and Construction

Residential Construction Superintendent

2013-2017 | Carmel Partners Regional Project Manager

CERTIFICATIONS

EPA Universal Certified EPO Proctor CPO OSHA - 10 **Steve** has been a valued Ausonio employee since 2021: He is a result focused professional specializing in all aspects of remodeling and construction with a competitive spirit, a high degree of flexibility, and a tolerance for change. Steve has proven to be extremely focused on overseeing multiple projects, and ensuring that policies and procedures are followed while staying under budget and finishing the projects on or before schedule.

2021—Present Project Manager | Ausonio Incorporated

SLV New CTE Buildings | Felton, CA (\$10M)

Construction Manager oversight on two (2) new Career Technical buildings. The first is the Software and Development CTE building (4,800 SF), and the second is the Agri-Science CTE building (4,320 SF). The project includes all associated site work, utilities and site improvements.

SLVUSD Middle School TI | Felton, CA (\$10M)

Project Manager Complete renovations of 7 buildings including new fire alarm, hvac, interior finishes, casework restrooms, site work, roofs, paint, windows, and doors. Coordinating multiple phases while school is currently in session.

CSUMB Football Club Stadium | Seaside, CA (\$11M)

Project Manager oversight on 6000-person capacity professional soccer stadium renovation.

CSUMB Minor Projects | Seaside, CA

Athletics Field Turf Upgrades, Aquatics Center Renovation, Athletics Streaming Video Infrastructure, HVAC upgrades on multiple buildings, Fire Alarm upgrades on multiple buildings

Marina Highschool TI | Marina, CA (\$12M)

Complete renovation of 3 buildings. New science building, new chemistry building, and a new library.

MCDC | Marina, CA (\$9M)

Electrical upgrade including new switch gear, PG&E pole, and new breaker panels throughout entire school. Including 2 new portables for classrooms, and new landscaping and slurry throughout entire school.





Taryn Ordonio Project Engineer



Taryn has been a valued Ausonio employee since 2021, some duties include: Prepare preliminary list of subcontractors/suppliers to obtain price quotations (Bids or RFCO's) for verification by others, Solicit bids and prepare/obtain all required documents for bid submission, Set up complete project in appropriate management system, Manage project's document control system, Transcribing project meeting notes, punch lists, RFI, etc. prepared by others, Distribute schedules and schedule updates prepared by others, coordinates various construction project documentation, including bid packages; interacts with subcontractors, foreman and consultants on projects. Conducted on-site visits on newly assigned accounts to evaluate progress

2021—Present Project Engineer | Ausonio Incorporated

Monterey Peninsula College Bond Measure | Monterey, CA

way CSUMB Student Union | Marina, CA (\$71M) Construction of a new approximately 137 000 s

Construction of a new approximately 137,000 square foot, 3 story Student Union building on the campus of CSUMB. Building includes bookstore, ballroom, food service, convenience store, meeting rooms and offices. Services include project coordination, documentation and reporting.

CSUMB Minor Projects | Seaside, CA

Athletics Field Turf Upgrades, Aquatics Center Renovation, HVAC upgrades on multiple buildings, Fire Alarm upgrades on multiple buildings. Preparing, scheduling, coordinating, monitoring and documenting progress of project

Alisal Union School District | Salinas, CA (\$20M)

Reconstruction of existing elementary school and district-wide deferred maintenance program. Preparing, scheduling, coordinating, monitoring and documenting progress of project.

Monterey Peninsula Regional Parks District | Carmel Valley, CA (\$5M)

Addition of new hiking trail head, public transportation area, multipurpose pad as well as new community restrooms. Preparing, scheduling, coordinating, monitoring and documenting progress of project. Addition of new hiking trail head, public transportation area, multipurpose pad as well as new community restrooms.

11420 A Commercial Parkway Castroville, CA 95012 831-224-3034 taryn@ausonio.com

EXPERIENCE

2021– Present | Ausonio Inc Project Engineer 2020 - 2021 | Classic Kitchens Project Manager

EDUCATION

Monterey Peninsula College

CERTIFICATIONS
CMIT 4
OSHA-10
Procore

ORGANIZATIONS APWA



Martin D. Frankis Scheduling & Budget Expert



FRANKIS CONSULTING HIGHLIGHTS

- Estimating (Conceptual / SD / DD / CD-Level estimates)
- ♦ Owner's Representative
- ♦ Project Controls
- ♦ Project Management
- ♦ Specification writer (Work Scopes)

EXPERIENCE IN THE FOLLOWING PROJECT TYPES:

- o Healthcare
- o Retirement Communities
- o Multi-Family high& low rise
- o Youth Homes
- o Airports
- o Libraries
- o Public Safety / Courts

- o Higher Education
- o K 12 Education
- o Municipal / Infrastructure
- o Retail
- o Office-Warehouse
- o Churches / Worship Facilities

31 Years Construction Experience

EDUCATION

Bachelors of Science Liberty University – Lynchburg, Virginia

WORK HISTORY:

• 1985 - 1987 - Laborer /

Carpenter / Carpenter Foreman /
Superintendent

• 1987 - 1989 - Leopardo

Companies - Carpenter / Carpenter
Foreman

• 1989 - 1991 - Leopardo Companies - Project Manager /

Estimator

• 1991 - 1998 - Leopardo

Companies - Estimator / Sr.

Estimator

• 1998 - 2000 - G.A. Johnson - Chief Estimator

• 2000 - 2009 - Leopardo

Companies - Sr. Estimator

• 2009 - present - President of Frankis Consulting

RELEVANT PROJECT EXPERIENCE - Local / Municipalities

Encompass Community Services Si Se Puede | Watsonville, CA Role: Estimating and Scheduling Consultant *New behavioral health campus featuring 12,000 SF of space across two buildings, retaining walls, sitework, and landscaping.*

CSUMB, Various Projects | Marina, CA

Role: Estimating and Scheduling Consultant

Aurora Police Headquarters and Branch Court Facility | Aurora, IL Role: Preconstruction - Scheduling & Budgeting

\$ 71 Million, LEED Gold, 160,000-SF main police building, 40,000-SF training and support facility, and 200,000-SF parking deck on 25 acres Police headquarters and courts facility includes state-of-the-art 911 call center, Jail / detention areas, fitness area, gun range, forensics lab, administrative and public areas. Built to a "first-responder" level of construction.

Niagara Region Police Headquarters | Niagara Falls, Ontario Role: Estimating

\$ 75 Million, 226,000-SF Police Headquarters with multi-campus support facilities. Provided conceptual estimating and budgeting along with comparison costs to similar facilities.

Kane County Firing Range Facility | Geneva, IL

Role: Preconstruction - Budgeting & Peer Review

Precast concrete building addition to the existing Kane County Sheriff's facility. Complete tactical range with moving targets safety baffles, bullet traps, specialty lighting and HVAC systems for a state-of -the-art facility.



AUSONIO CONSTRUCTION MANAGEMENT

Brian Tracy, PE, CCM Principal in Charge



PRIMARY OFFICE

11420 A Commercial Parkway Castroville, CA 95012 831-262-8641 brian@ausonio.com

EXPERIENCE

Ausonio Incorporated June, 2020 – Present Director of Construction Management

Since 2005:
Cotter Consulting, Inc.
McDonough Bolyard Peck, Inc (MBP)
Peter Kiewit Sons'

EDUCATION

B.S. in Civil Engineering University of Notre Dame (2005)

CERTIFICATIONS

Licensed Professional Civil Engineer in AZ, IL, and NC

> Certified Construction Manager, CMAA

OSHA 10-Hour Construction Training, 2020

Trained in Procore

Brian is a thorough, organized project manager with diverse experience, including utilities, public, education, municipal, and transportation projects. He has served as project controls manager for large capital program teams, shaping the project specifications and managing the design and construction schedules. His depth of experience in schedule analysis and cost management ensure that tight budgets and schedules are met while keeping clients and user goals the top priority. Brian is a leader within Ausonio in managing project controls and providing training and development to others both within and outside the firm. His technical expertise and clear communication style allow him to translate complicated engineering issues to everyday terms. He excels in brokering agreements on the toughest of projects with a combination of deep technical understanding and dedicated focus on achieving consensus. Brian's affinity for projects that benefit the public make him a conscientious, committed manager who ensures a smooth and efficient project delivery.

California State University Monterey Bay Capital Projects, Marina, CA (\$125M) Role: Program Management

Provided campus planning, construction project management, and facilities improvement management duties for CSU Monterey Bay. Coordinated with internal campus stakeholders, facilities & planning department leadership, and construction teams, including active management of in-house trades. Projects ranged from minor upgrades to major multi-million-dollar campus capital improvements.

Encompass Community Services Si Se Puede, Watsonville, CA (\$13M)

Role: Project Executive & Grant Management

New behavioral health campus featuring 12,000 SF of space across two buildings, retaining walls, sitework, and landscaping. Provided client management and day-to-day project management oversight, including support for public outreach and grant administration.

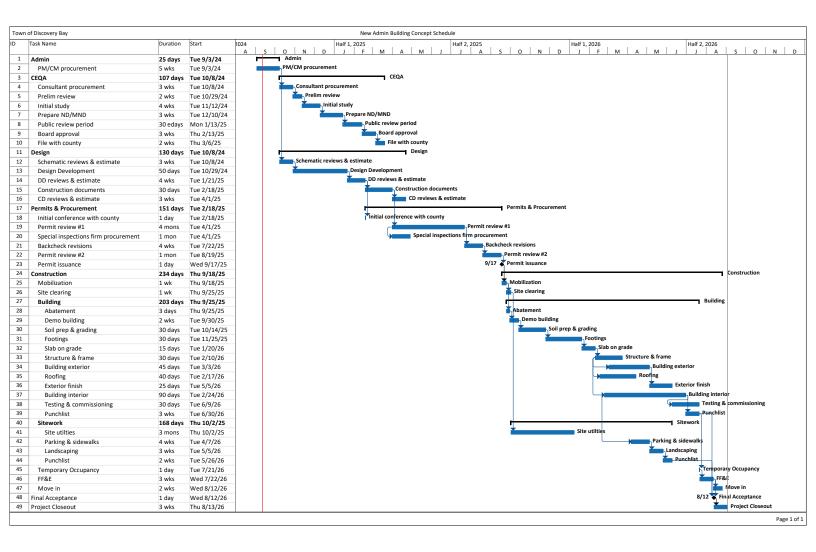
Alisal Unified School District, Salinas, CA (\$20M)

Role: Program Executive

Reconstruction of existing elementary school and district-wide deferred maintenance program. Provided client management and oversight of project management team.

Monterey Peninsula Regional Parks District: Carmel Valley, CA (\$5M) Role: Project Executive

Addition of new hiking trail head, public transportation area, multipurpose pad as well as new community restrooms. Preparing, scheduling, coordinating, monitoring and documenting progress of project. Addition of new hiking trail head, public transportation area, multipurpose pad as well as new community restrooms.



Capital Planning, Design and Construction 401 Golden Shore, 4th Floor Long Beach, CA 90802-4210 www.calstate.edu

Jack E. Andersen, AIA
Director of Architecture
(562) 951-4120
jandersen@calstate.edu

DATE: April 17, 2023

FROM: Jack E. Andersen

Capital Planning, Design & Construction

SUBJECT: Recommendation: Construction Management Association of America's NorCal Award

for Ausonio Incorporated

To Whom It May Concern,

On behalf of CSU Capital Planning, Design and Construction, I am pleased and honored to offer a letter of recommendation to the Construction Management Association of America's (CMAA) NorCal Award for Ausonio Inc. for their contribution and work on the Freeman Stadium for Monterey Bay Football Club of the United Soccer League. The Ausonio team of construction managers at CSU Monterey Bay (CSUMB) were invaluable partners during the renovation.

This 13-million-dollar upgrade included converting an existing athletic stadium built for the US Army (formally at Fort Ord) into a modern professional soccer field. The new amenities included a state-of-the-art field turf surface, upgraded bleachers & VIP seating, food venue, a modernized press box, and an enhanced entrance plaza to house event vendors. The project also included a refresh to an existing field house containing team locker rooms, ticketing booth, athletic training facility, and front offices.

The Ausonio team were instrumental in the success of the project, which had an extremely aggressive schedule and constrained budget. One of the key strategies employed by the team was to use a phased approach for the Office of the State Fire Marshal (OSFM) permitting process. In addition, Ausonio served as the key point of contact for the project, and they were able to resolve issues in a timely and professional manner as they arose during the construction. Their construction management services and efforts were pivotal in finding creative solutions to each new challenge along the way to ensure the project's completion for the Football Club's season opener.

In closing, we appreciate Ausonio Inc. and their several years of effort on the Freeman Stadium renovation and support their nomination for this year's (CMAA) NorCal Award. Feel free to contact me at (562) 900-2820 if you need any additional information regarding this recommendation.

Best Regards.

Jack E. Andersen, AIA, NCARB, LEED AP, FMP

Director of Architecture, CSU Building Official

CSU Office of the Chancellor

65+ YEARS OF LOCAL COMMITMENT. WHEN THE JOB IS DONE, WE ARE STILL HERE.



11420 A Commercial Parkway, Castroville, CA 95012-3214 831.633.3371 Phone | 831.633.3389 Fax | www.ausonio.com



Thursday, October 17, 2024 Regular Meeting of the Board of Trustees

Byron Union School District 14301 Byron Hwy Byron, CA 94514 5:30 PM

A. CALL MEETING TO ORDER @ 5:30 PM

- 1. Call to Order the Regular Meeting of the Board of Trustees
- Pledge of Allegiance
- 3. Roll Call
- 4. Approval of Meeting Agenda

B. REPORTABLE ACTION FROM CLOSED SESSION

1. Announcement of Reportable Action Taken in Closed Session on September 12, 2024

C. PUBLIC PARTICIPATION

1. Public Comment: The public may address the Board of Trustees regarding any item within the jurisdiction of the Board of Trustees of the Byron Union School District.

D. PRESENTATIONS AND STAFF REPORTS

- 1. Solar Project Update -
- 2. 2023-2024 CAASPP Test Results Update
- 3. CSEA 2024-2025 Sunshine & Byron USD 2024-2025 Sunshine

E. CONSENT AGENDA

- 1. Warrants and Checks
- 2. Personnel Report
- 3 Embrace Mental Health
- 4 Quarterly Uniform Complaint Form for the October 31, 2024 Submission Date
- 5. Board Policy Revisions Second Reading of July 2024 Updates
- 6. Approval of Board Minutes: September 12, 2024 Regular Meeting

F. ACTION

- 1. CFW Advisory Services LLC Contract
- 2. Resolution #06-24: Conflict of Interest Resolution, Biennial Notice

G. GOVERNING BOARD COMMUNICATIONS

1. Comments from the Board Members

H. SUPERINTENDENT COMMUNICATIONS

1. Update and Comments from the Superintendent

I. UPCOMING EVENTS

- 2. Timber Point Elementary
 3. Excelsior Middle School

J. FUTURE MEETINGS

- 1. November 14, 2024 Regular Board Meeting
- 2. *December 10, 2024 Regular Board Meeting

K. ADJOURN TO CLOSED SESSION

1. Conference with Labor Negotiators (Government Code Section 54957.6)

L. ADJOURNMENT



CONTRA COSTA COUNTY

AGENDA

Aviation Advisory Committee

Thursday, November 14, 2024

10:00 AM

181 John Glenn Drive, Suite 100, Concord, CA 94520

https://cccounty-us.zoom.us/j/82582758074 Calling in: (214) 765-0478 or Toll Free (888) 278-0254 Access code: 232255

The public may attend this meeting in person at above location. The public may also attend this meeting remotely via Zoom or call-in.

Persons who wish to address the Aviation Advisory Committee during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing (214) 765-0478 followed by the access code 232255#. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. Those calling in should indicate they wish to speak by pushing "#2" on their phone.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the committee, the total amount of time that a member of the public may use in addressing the committee on all agenda items is 10 minutes. Your patience is appreciated.

For assistance in advance of the meeting with remote access contact Airports staff at (925) 608-8000 or email airport.team@airport.cccounty.us.

1 Roll Call and Introductions

1a. Attendance Roster for 2024.

<u>24-3883</u>

Attachments: September 2024 AAC Roster

2. Public Comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to two minutes).

Approval of the Aviation Advisory Committee's September 12, 2024, Meeting Minutes.

Attachments: 7-11-24 Meeting Minutes - Final

9-12-24 Meeting Minutes - Draft

4.	Consider Cons	ent Items		
4a.	Accept relevan	t Staff Reports for September and October 2024.		<u>24-3885</u>
	Attachments:	September 2024 Staff Report October 2024 Staff Reports		
4b.	Accept the Airp	port Noise and Statistics Report for August and Septembe		<u>24-3886</u>
	Attachments:	Noise Abatement Statistics August 2024 Noise Abatement Chart August 2024 Operations Statistics August 2024 Noise Abatement Statistics September 2024 Noise Abatement Charts September 2024 Operations Statistics September 2024	hrmn18	
5.	Discussion/Act	ion Items		
5a.	Standing Subco	ommittee Proposal - Maintain status quo		
5b.	Frequency of A	AC Meetings - No proposed change to Bylaws		
5c.	Buchanan Nois	e Program - Continued Education and Outreach Efforts		
5d.	Unleaded Fuel	Transition - Staff Update		
5e.	Set 2025 Meeti	ng Calendar and Select Byron Airport Meeting Date		<u>24-3887</u>
	Attachments:	Proposed 2025 AAC Meeting Schedule		
5f.	AAC Seats Exp	piring in 2025		
i.	Member at Lar	ge 3 Seat and City of Concord Seat		
ii.	Initiate Efforts	to Define Business Association Seat		
5g.	Suggestion for	Concord Fly-In		
5h.	Recap of Recer	nt Airports Events		
i.	2024 Girls in A	viation Day		
ii.	Patriots Jet Tea	m Foundation Gala		
iii.	Buchanan Fie Ribbon-Cutting	8 8	Building	<u>24-3888</u>
	Attachments:	BF 2024 Grand Opening Terminal Building BF 2024 Grand Opening Riboon Cutting Group BF 2024 Grand Opening Hold Room BF 2024 Grand Opening Cake		

BF 2024 Grand Opening Giveaways

- iv. Airborne Over America (AOA) Camp
- y Young Falcons Aviation Camp

24-3889

Attachments: Young Falcom Camp - PSA

- 5i. Future Airports Events
- i. Santa's Jolly Landing
- 6. Future Agenda Items
- 7. Adjourn

Next AAC Meeting is tentatively schedule for January 9, 2025, at 10:00 am at 181 John Glenn Drive, Suite 100, Concord.