



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

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

**NOTICE OF THE REGULAR MEETING
OF THE WATER AND WASTEWATER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, April 3, 2024, 5:30 P.M.**

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

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

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

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

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

Water and Wastewater Committee Members

Chair Kevin Graves

Vice-Chair Ashley Porter

A. ROLL CALL

1. Call business meeting to order 5:30 p.m.
2. Roll Call.

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

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

C. DRAFT MINUTES TO BE APPROVED

1. Approve Water and Wastewater DRAFT Meeting Minutes of March 6, 2024.

D. UPDATES

1. Update on Filter Project.
2. Update on Newport Pointe Development.

E. DISCUSSION

1. Discussion and Possible Feedback to Award Construction of the Marlin/Marina Pipeline Project to the Lowest Responsive Bidder in Addition to Authorizing a Professional Services Agreement with Insituform Technologies for Pipe Liner and a Professional Services Agreement with Luhdorff and Scalmanini for Engineering Services During Construction.

F. FUTURE DISCUSSION/AGENDA ITEMS

G. ADJOURNMENT

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

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

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



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**MINUTES OF THE REGULAR MEETING
OF THE WATER AND WASTEWATER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, March 6, 2024, 5:30 P.M.**

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

Water and Wastewater Committee Members

*Chair Kevin Graves
Vice-Chair Ashley Porter*

A. ROLL CALL

1. Called business meeting to order 5:30 p.m.
2. Roll Call was taken, and all members were present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)
None.

C. DRAFT MINUTES TO BE APPROVED

1. Approve Water and Wastewater DRAFT Special Meeting minutes of February 21, 2024.

Vice-Chair Porter made a Motion to Approve the February 21, 2024 Draft Meeting Minutes.
Chair Graves seconded.
Vote: Motion Carried – AYES: 2, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. DISCUSSION

1. Discussion and Possible Feedback Regarding the Upgrade to the Programmable Logic Controller of the Newport Lift Station.

Presented by Water and Wastewater Manager Aaron Goldsworthy.

- Upgrade would allow operators to run the lift station remotely.
- The Town has fifteen lift stations.
- The lift station upgrades completed to date are D, E, F, J, and R.
- Approximately one lift station is upgraded per year.
- The Committee appreciates staff doing this efficiently and in a cost-effective manner.

2. Discussion and Possible Feedback Regarding Mobile Modular Designs for the New District Office.

Presented by General Manager Dina Breitstein.

- Committee was presented with pros and cons of two remaining modular building options.
- One option is replacing the current District Office with a new modular building. District Office would have to be closed to the public. A receptionist and manager would need to be placed at the Community Center. Temporary office space would have to be acquired.

- Second option would be placing a new modular next to the Community Center.
- Vice-Chair Porter would like an idea of costs that will be incurred with renting office space and doing minor modifications to the Community Center.
- Committee would like to bring both options to the Board of Directors in the future.

General Manager Dina Breitstein gave an update to the Committee stating that the State Water Resource Control Board approved the decommissioning of Well 5A.

E. FUTURE DISCUSSION/AGENDA ITEMS

None.

F. ADJOURNMENT

1. Adjourned at 5:57p.m. to the next Standing Water and Wastewater Committee meeting on April 3, 2024, at the Community Center located at 1601 Discovery Bay Boulevard.

DRAFT



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Feedback to Award Construction of the Marlin/Marina Pipeline Project to the Lowest Responsive Bidder in Addition to Authorizing a Professional Services Agreement with Insituform Technologies for Pipe Liner and a Professional Services Agreement with Luhdorff and Scalmanini for Engineering Services During Construction.

Meeting Date: April 3, 2024

Prepared By: Mike Yeraka, Projects Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

- a. Discuss awarding construction of the Marlin/Marina Pipeline Project to W.R. Forde Associates, Inc to perform the necessary construction services per the project bidding documents and the issued addendum.
- b. Discuss authorizing the General Manager to execute the Town’s construction contract agreement with W.R. Forde Associates, Inc. to perform the work contained in the bidding documents and any addendum in the amount not to exceed \$237,235.
- c. Discuss authorizing the General Manager to execute a professional services agreement with Insituform Technologies, LLC for installation of the pipe liner for the project in an amount not to exceed \$258,693.75.
- d. Discuss authorizing the General Manager to execute a professional services agreement with Luhdorff and Scalmanini for engineering services during construction in an amount not to exceed \$80,292.
- e. Discuss authorizing the General Manager to execute change orders to for all three agreements for up to 15% of each contract value.

EXECUTIVE SUMMARY:

The Board previously adopted a CEQA Notice of Exemption and approved the repair of the Marlin/Marina pipeline. The project consists of installing an 8-inch liner inside the existing 8” pipe crossing under the river between Marlin Drive and Marina Rd.

The Town recently went out to bid for construction of the Marlin/Marina Pipeline Project and received four (4) bids ranging from \$237,235 to \$425,735 as indicated on the attached. The engineer’s estimate for this portion of the project was \$260,000. The project scope includes excavating and opening up the pipe on either side of the river so that an 8”-inch liner can be installed by Insituform.

The lowest responsive bid came from W.R. Forde in the amount of \$237,235.

Attached is the proposal from Insituform to install the liner at a cost of \$258,693.75. Also attached is the Scope of Work from Luhdorff and Scalmanini to provide engineering support services during construction in the amount of \$80,292.

The cost to complete the project is as follows:

Construction (W.R. Forde)	\$237,235.00
Insituform Liner Installation	258,693.75
LSCE Engineering Services	\$80,292.00
Subtotal	<u>\$576,220.75</u>
15% Contingency	\$86,433.00
Total	<u>\$662,653.75</u>

Funds are available from the Capital Improvement Budget for the project and from the Water Reserve Fund.

Specific Recommended Action:

- a. Discuss awarding construction of the Marlin/Marina Pipeline Project to W.R. Forde Associates, Inc to perform the necessary construction services per the project bidding documents and the issued addendum.
- b. Discuss authorizing the General Manager to execute the Town's construction contract agreement with W.R. Forde Associates, Inc. to perform the work contained in the bidding documents and any addendum in the amount not to exceed \$237,235.
- c. Discuss authorizing the General Manager to execute a professional services agreement with Insituform Technologies, LLC for installation of the pipe liner for the project in an amount not to exceed \$258,693.75.
- d. Discuss authorizing the General Manager to execute a professional services agreement with Lohdorff and Scalmanini for engineering services during construction in an amount not to exceed \$80,292.
- e. Discuss authorizing the General Manager to execute change orders to for all three agreements for up to 15% of each contract value.

FISCAL IMPACT:

Amount Requested: \$576,220.75 plus \$86,433 as 15% contingency.
Sufficient Budgeted Funds Available? Yes
Prog/Fund # Category: TBD

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

The Board previously adopted a CEQA Notice of Exemption and approved the repair of the Marlin/Marina pipeline.

ATTACHMENTS:

- 1. Bid Results.
- 2. Insituform Proposal.
- 3. LSCE Scope of Work.

Town of Discovery Bay
Marina/Marlin Pipeline Crossing Project
March 21, 2024 10:00a.m. Bid Results

Bidder	Amount
DPI, Inc.	\$407,336.00
Kerex Engineering	\$249,735.00
W.R. Forde	\$237,235.00
Saboo, Inc.	\$425,735.00

Proposal

Supply and Installation of Primus Liner[®]

Prepared for:

Mike Yeraka, P.E. – Town of Discovery Bay, CA

Prepared by:

Terry Henry



Insituform Technologies, LLC an Aegion Company

10260 Matern Place, Santa Fe Springs, CA 90670

www.insituform.com (562) 413-1585

February 5, 2024

Mike Yeraka, P.E.
Project Manager
Town of Discovery Bay, CA
1800 Willow Lake Road
Discovery Bay, CA 84505-9376

Re: Discovery Bay 8” Marina Potable Water Lining – 300-ft Crossing

Dear Mike:

Insituform Technologies, LLC (ITL) herein proposes to furnish a Proposal for the labor, materials, equipment, and services set forth below for the referenced project. The following prices should be considered confidential:

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$20,000.00	\$20,000.00
2	8" Primus Liner	300	LF	\$785.00	\$235,500.00
3	Bond 1.25%	1	LS	\$3,193.75	\$3,193.75
				Grand Total	\$258,693.75

*Unit price will be held per foot up to 25’ in line length variation.

Access pit excavation, bypass set up, and restoration activities are not included in the pricing shown above. Refer to Section 1: Responsibility Matrix for a detailed list of inclusions and exclusions, and to Section 2: Clarifications for additional information relative to this Proposal.

This pricing is based on the available information at the time of preparation of this Proposal, which is based upon similar system constraints, pressures, material, and diameter as was provided in a questionnaire completed by Discovery Bay for a different (longer and deeper) existing water main on November 19, 2020. ITL pricing includes prevailing wages for the State of California.

Prices are subject to adjustment depending on pre-installation CCTV or additional project information provided to ITL. Please let us know if you have any questions. We appreciate the opportunity to provide this Proposal.

Best Regards,



Terry R. Henry
Business Development Manager
Insituform Technologies, LLC
(562) 413-1585 | thenry@aegion.com

SECTION 1: Responsibility Matrix

ITEM	MATERIALS	ITL	OTHERS
1	Host pipe(s)		X
2	Valves, tees, reducers, hydrants, point repairs, leak repairs, and pipe fittings		X
3	Primus Liner® hose lining; NSF/ANSI Standard 61	X	
4	EndConnect™ Primus Liner® Fittings	X	
5	Restrained MJ MEGALUGS®, sleeves with all-thread rods, and closure pipe spool		X
6	Fittings, material, equipment for pressure testing	X	
ITEM	SERVICES	ITL	OTHERS
1	Construction and maintenance of ROW, staging areas, and installation/access points		X
2	Excavation of two (2) open pits for Primus Liner entry/exit, appurtenance removal, connection access at designated locations. Pit dimensions to be at least 5' wide x 10' long and extend one foot below the bottom of the host pipe. OSHA approved shoring boxes shall be installed in the open pits.		X
3	Remove 8' section of host pipe in all installation/access pit locations, removal of required appurtenances		X
4	Dewatering of groundwater for all open excavations		X
5	Dust control (as required)		X
6	Traffic control (as required)		X
7	Preliminary dewatering of pipeline for cleaning w/ limited/process acceptable water infiltration	X	
8	Remove bends, connections, pipe fittings as noted on the plans for Primus Liner installation into host pipe.		X
9	Excavation, or other extraordinary remedy, to prepare host pipe for installation of Primus Liner®		X
10	Process water within a convenient distance from each installation site, including fees, deposits, and charges.		X
11	Mobilization and demobilization one (1) time to and from jobsite	X	
12	Pre-installation CCTV and confirming measurement of existing host pipe	X	
13	Pre-installation cleaning (up to 3 passes). Loose debris and “normal” deposits only.	X	

14	Disposal of material/deposits/water from pre-installation cleaning with all applicable permits		X
15	Installation of Primus Liner® hose lining	X	
16	Post-installation pressure test of Primus Liner® lined host pipe	X	
17	Bolt-up of lined/unlined host pipe sections to closure pipe spool (see attached detail)		X
18	Disinfection/ chlorination		X
19	Surface restoration and reseeding disturbed areas		X
20	Removal and disposal of any hazardous or toxic materials (if encountered), including permits		X
ITEM	OTHER	ITL	OTHERS
1	All required permitting and/or local licensing		X
2	Stand-by time for any delay or shut down due to Owner/GC or other parties particular to project		X
3	Disposal facilities for debris from ITL operations		X
4	Toilet Facilities		X
5	Extraordinary or special training		X
6	Standard one-year construction warranty for Primus Liner®	X	
7	Certificate of insurance with standard coverage	X	
8	Confined space safe entry practices	X	

SECTION 2: Clarifications

- Primus Liner® for this project is rated to accommodate 62 psi operating pressure and 120 psi test pressure. Allowable leakage shall follow ASTM F1216.
- Pressure testing is performed after the installation of EndConnect™ Primus Liner® fittings.
- Final dewatering of pipeline prior to installation of Primus Liner® shall be completed by ITL, if required.
- If preliminary CCTV indicates excessive damage or other extraordinary condition in host pipe, this will be treated as a changed condition and the previously agreed upon scope of work will be modified.
- Pipe bends, valves, air release valves, hydrant connections, service connections, or other pipe fittings not identified by provided project maps, plans or CCTV videos may influence the price above.
- A 2-inch approved water source with a 2-inch shut off valve with at least 50 psi of pressure, a 2-inch male cam lock and a valve is required at the defined pit locations. Insituform will follow all required backflow prevention and metering procedures. If no hydrant is available, Owner/GC shall be responsible for providing water onsite at each pit location with appropriate pressure and flow to not hinder production.
- Working hours for installation of Primus Liner® are anticipated to be during regular workday hours. If installation of Primus Liner® will need to be outside of regular workday hours, due to Owner/GC requirements, stated prices are subject to adjustment.
- Primus Liner® may look irregular or wrinkle due to host pipe conditions. ITL will warranty the Primus Liner® but should not have the need to correct what may look like irregularities in the Primus Liner® due to existing bends.
- Assume Thermopipe® installation in dry weather.
- ITL is not a union shop and shall not be subject to any union requirements or project labor agreements.
 - Materials are assumed to be tax exempt.

November 9, 2023

File No. 19-5-157

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

SUBJECT: Scope Amendment #4 for Engineering & Surveying Services for the Marina/Marlin Pipeline Crossing Project

Dear Mr. Yeraka:

Per your request, this letter outlines a scope amendment (scope and budget) to provide engineering services during construction by Luhdorff and Scalmanini Consulting Engineers (LSCE) for the Town of Discovery Bay Community Services District's (District) Marina/Marlin Pipeline Crossing Project.

BACKGROUND

This letter outlines a proposed scope amendment to provide engineering services during construction for the Marina/Marlin Pipeline Crossing project. The District and LSCE previously conducted an evaluation of the broken water pipe and concluded that it would be possible to install a liner. The liner would be furnished and installed by Aegion, the selected lining manufacturer. The project will require a general contractor to complete the water distribution system tie-ins.

Engineering design services for the Marlin/Marina underwater crossing project were approved on May 20, 2021 as Scope Amendment #2 to the original Willow Lake Pipeline Crossing project contract from December 16, 2019. Scope Amendment #2 included design and bidding services for the Marlin/Marina project. Scope Amendment #3 was approved on September 12, 2022 and included easement development for the work at the Marina and topographic survey work. This Scope Amendment #4 includes engineering services during construction as discussed below including field inspection during liner installation.

Task 6.5 Engineering Services During Construction (New)

Construction Support

LSCE proposed to provide the following technical services during construction. Resident field inspection during construction is not included as it is assumed the District will perform daily inspection. LSCE services include the following:

Conferences/Meetings: A pre-construction conference with the general contractor and the District will be held onsite to confirm the contractor's understanding of the intent of the contract documents. Online/virtual weekly construction meetings and coordination with the contractor and District staff will be held through construction of the project to discuss construction progress, inspections, and technical issues that may be encountered during construction. Final site visitation (project closeout) with the contractor and District will be made to confirm all final installation, cleanup and restoration of the project site. Project management and weekly meetings are assumed to occur for a total three (3)-month construction period. LSCE assumes a total of 2 onsite meetings (1 pre-con and 1 project closeout meeting) and 12 virtual construction progress meetings will occur through the construction phase.

Site Inspections: LSCE anticipates three (3) site visits by engineering staff to provide routine monitoring of the work progress over the duration of the project.

Liner Inspection: LSCE's subconsultant (Conzor) will provide full time inspection during installation of the liner and provide daily observation reports. This includes 2-days for CCTV/cleaning and 3-days to install, make connections, inflate, and pressure test. Consor's scope also includes one (1) week of travel expenses and review of up to two (2) trenchless related submittals (e.g. liner submittal). Subconsultant will also participate in the pre-construction meeting. LSCE assumes a total of up to 50 hours of field oversight will be provided by Consor's field inspector during installation of the liner.

Compaction Testing and Inspection: LSCE will provide and coordinate with our subconsultant, Construction Testing and Engineering, Inc (CTE), to perform compaction testing and concrete testing during installation of the new pipeline sections on a time and materials basis. Compaction testing will be performed at each trench pit site and concrete testing will be performed for each thrust block. Inspection results and field observations will be provided in digital (pdf) format following each inspection.

Cathodic Protection System Checkout: Cathodic protection system checkout is not included in LSCE's scope of work. All cathodic protection construction improvements will be performed by Corrosion Integrity with JDH Corrosion Engineer's field oversight under the general contractor's scope of work and construction contract.

Submittal and RFI Reviews: LSCE will review all construction submittals to ensure all products used during construction are consistent with the plans and specifications. LSCE will provide assistance to the District in responding to requests for information regarding questions on details of the contract, proposed substitutions of materials or equipment, design changes and alternative approaches. LSCE assumes a total of ten (10) submittals, and four (4) RFIs will need to be reviewed/completed.

Change Order Reviews: LSCE will review any proposed contract change orders which address unforeseen conditions, new information and resolve any inconsistencies within the contract documents. Anticipated assignments included assistance in preparing requests to the general contractor for proposals for extra or changed work; assistance in research of contract documents

to determine if work proposed by general contractor for inclusion in a change order should be considered extra work for which a change order is appropriate; review of design calculations and intent; review of cost estimates. LSCE assumes a total of two (2) change orders will need to be reviewed/completed.

Progress Payments: LSCE will review, approve, and recommend payment on the contractor's progress billings based on the construction progress made onsite in consultation with the District's onsite operator.

Record Drawings: At the end of the construction phase of the project, LSCE will develop a set of project record drawings based on field annotations provided by the general contractor and District field staff. Record Drawings will be completed in AutoCAD and delivered to the District in digital format only.

Assumptions:

- This project falls under CEQA exemption.
- District will pay all permit and review fees.
- Contractor will not need to prepare a SWPPP as the disturbed area is less than one (1) acre.
- Contractor will submit an Encroachment Permit Application if needed.
- Contractor will prepare the Traffic Control Plan with the Encroachment Permit Application if needed.
- Contractor will perform construction staking as will be dictated in the Plans and Specifications.

Services not provided:

- Any services not specifically identified in this scope of work.

Scope Amendment #4 Budget Estimate

LSCE proposes a budget for Scope Amendment #4 of \$76,921 This includes LSCE engineering services during construction scope of work and subconsultant costs. The costs are estimated in accordance with LSCE's Schedule of Fees (enclosed). Direct expenses for travel and reproduction costs are included in the estimates below.

Table 1. Estimated Scope Amendment #4				
Task Description	LSCE	HDD Sub (Conсор)*	Geotechnical Sub (CTE)*	Total
Task 6.5 Engineering Services During Construction	\$41,362	\$28,405	\$10,525	\$80,292
Total	\$41,362	\$28,405	\$10,525	\$80,292

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

A summary of the scope amendments to-date is provided below, with a revised contract amount with Scope Amendment #4.

Original Contract (Willow Lake Crossing Design)	\$29,795
Scope Amendment #1 (Willow Lake Crossing Construction Management)	\$35,010
Scope Amendment #2 (Willow Lake Inspections and Marlin Crossing Design)	\$43,559
Scope Amendment #3 (Marlin/Marina Crossing Engineering & Surveying Services)	\$22,871
Scope Amendment #4 (Marlin/Marina Crossing Engineering Services During Construction)	\$80,292
<hr/>	
Revised Contract Total	\$211,527

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

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Oscar Serrano, PE
Senior Engineer



Jason M. Coleman, P.E
Supervising Engineer

Enclosures:

- 2023 LSCE Fee Schedule
- LSCE Cost Proposal for Professional Services During Construction
- Consor Scope of Work Proposal
- CTE Scope of Work Proposal



500 FIRST STREET • WOODLAND, CA 95695

2023 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$245/hr.
Principal Professional.....	\$235/hr.
Supervising Professional	\$225/hr.
Senior Professional	\$180 to 220/hr.
Project Professional	\$160 to 180/hr.
Staff Professional	\$135 to 160/hr.

Technical

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

Clerical Support

Word Processing, Clerical.....	\$94/hr.
Digital Communications Specialist	\$94 to 104/hr.
Project Admin/Accounting Assistant	\$94 to 114/hr.

Vehicle Use	\$0.625/mi.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Client: Town of Discovery Bay CSD
 Project: Willow Lake Pipeline Crossing (Scope Amendment #4)
 Estimated By: JC, OS
 Date: 11/9/23

PROJECT COST ESTIMATE



Luhdorff & Scalmanini
 Consulting Engineers

Project # 19-5-157

Task	Billing Level	PROFESSIONAL				SUBCONSULTANTS		DIRECT EXPENSES		TOTALS
		Supervising Engineer	Senior Engineer	Staff Engineer	ACAD Drafting	Liner Inspection	Geotech	Travel	Copies / Reproduction	
	Billing Rate (\$/Hr)	J. Coleman \$228	O. Serrano \$210	T.Cruz \$160	\$155	Conсор Lump	CTE Lump	Lump	Lump	

Task 6.5 Marina Crossing - Engineering Services During Construction	Pre-Construction meeting (agenda/minutes)	2	8	4				\$100		
	Submittal Review (10)	4	15	24						
	RFI (4)	2	8	12						
	Weekly meetings (10)	10	15	20						
	Inspections (3)		15			\$28,405				
	Compaction Testing						\$10,525			
	Change Order Assistance	4	6	4						
	Project Acceptance Mtg	2	8	4				\$100		
	As-Built Drawings	1	4		24					
	Project Management	4	16							
LSCE (hours)	29	95	68	24						
LSCE (cost)	\$6,612	\$19,950	\$10,880	\$3,720					\$41,162	
Sub-Consultant (cost)					\$28,405	\$10,525			\$38,930	
Direct Expenses (cost)							\$200	\$0	\$200	

Task 6.5 Subtotal **\$80,292**

Total LSCE Hours	29	95	68	24					216
Total LSCE Cost	\$6,612	\$19,950	\$10,880	\$3,720					\$41,162
Total Sub-Consultant Cost					\$28,405	\$10,525			\$38,930
Total Direct Expenses Cost					\$0		\$200	\$0	\$200
COST PROPOSAL - TOTAL									\$80,292

* Sub-Consultant costs include 15% markup

EXHIBIT A

SCOPE OF WORK MARINA/MARLIN PIPELINE CROSSING LUHDORFF & SCALMANINI

Introduction/General/Background

Luhdorff & Scalmanini Consulting Engineers (LSCE) has asked Consor North America, Inc. (Consor) to provide a scope of work and fee schedule for construction phase services for the proposed waterline rehabilitation project at the Town of Discovery Bay, California. This Scope of Services has been separated into two (2) distinct tasks for clarity and is described in detail below.

Project Understanding and Assumptions

The City of Discovery Bay is needing to rehabilitate an existing waterline between Marlin Drive and Discovery Bay Marina. The existing pipeline 8-inch line under Marlin Bay is to be sliplined.

Project Assumptions

LSCE is serving as the engineer of record for design and was/will be responsible for the following items:

- Design of pipeline rehabilitation and appurtenances
- Subsurface information (i.e., Geotechnical Investigation Report)
- Topographic and bathymetric survey
- Development of the contract documents, project drawings, including the associated Computer Aided Design (CAD) service, and project specifications.
- Incorporation of Consor provided markups and comments into a final contract document bid set

Consor will be responsible for the following elements.

- Provide construction phase services for the trenchless rehabilitation portion of the project, including onsite observation of the sliplining operation.

Total project duration is assumed to be approximately 2 months.

Scope of Services

Consor will perform the following services.

Task 1 - Project Management

Objective

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

Activities

1.1 Invoices/Status Reports

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

1.2 Project Coordination

Conсор will maintain communication with the LSCE through meetings via voice, email, and fax communication.

1.3 Management and Coordination of Staff

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

In addition, a Health and Safety Plan (HASP) will be created that is custom to this project. It is Conсор's policy to promote and foster a safe work environment for the team both inside the office and in the field. The HASP will align with all local Occupation Health and Safety Administration (OSHA) requirements, client safety plans and program, and contractor safety plans.

Based on Conсор's assessment of the probably risks and demands of this project, the HASP will consist of the Conсор Safety Handbook and a site-specific plan to address potential, probable hazards. The purpose is to proactively aid employees in identifying, understanding, and mitigating the risks they are likely to encounter when working on this project, especially when visiting a site. The Project Manager (PM) will establish appropriate precautions and communicate those to the project team through the designated specific safety person (in most cases this will be the PM). In addition to the HASP, the safety plans of the client are attached as appendices to this document and will supersede the HASP when staff are at project locations.

Task Deliverables

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

Assumptions

- Consor assumes a Notice to Proceed date by July 1, 2024.
- Consor assumes up to four (4) half-hour meetings with the LSCE Principal-in-Charge or Project Manager.
- Project duration will be 2 months; therefore, it is assumed that there will be up to 2 progress payments/status reports.

Task 2 – Construction Services

Objective

To provide construction phase services related to the observation of construction activities associated with the pipeline rehabilitation.

Activities

2.1 Submittal Review and Response

Provide up to two (2) submittal review and response and one (1) resubmittal responses of trenchless-related documents pertaining to construction means and methods, constructability, excavation equipment, and contractor proposed trenchless alternatives.

2.2 Attend Pre-Construction and Progress Meetings

Participate in a virtual project Pre-Construction meeting and up to two (2) half-hour progress meeting conference calls.

2.3 Trenchless Construction Observations

Observe trenchless construction work activities and prepare daily observations reports documenting conformance with the contract documents; identify and resolve trenchless construction related nonconformities and conflicts observed on site.

Task Deliverables

- Document and return electronic records of review and comments
- Construction observation reports, in pdf format

Assumptions

- Pre-construction meeting will be 1.5 hours in duration.
- On site trenchless construction observations will be for one (1) week, up to 50 hours.
- Review and respond to two (2) submittal and one (1) resubmittal.
- LSCE will provide all relevant project materials to facilitate submittal review and construction observations including but not limited to: plans, specifications, schedules, project contact lists, contractor submittals, and contractor requests for information.



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March 7, 2023

Proposal No: 25-23-038

Attn: Oscar Serrano
Luhdorff & Scalmanini, Consulting Engineers
500 First Street
Woodland, CA 95695
530-661-0109
oserrano@lsce.com

*Thanks for the opportunity to provide a bid!
Please confirm we're on your bidder's list.
Send invites to: info@ctecal.com*

**Subject: Estimate for Materials Testing & Inspection Services
PW TODB Marina/Marlin Pipeline Crossing**

Discovery Bay, CA

Hello Oscar Serrano,

CTE Cal, Inc. is pleased to present our cost estimate to provide Materials Testing & Inspection services. Our quote is based on our understanding of the project provided by the plans and specifications, and we guarantee the hourly rates and unit prices included herein will remain fixed for 120 days. Our proposal rates are based on CA Prevailing Wage Determinations applicable during the bid advertisement date of March 03, 2023 CTE Cal DIR No.100021353.

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Generated By: Not Available
Dated: Not Available

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Generated By: Luhdorff & Scalmanini
Revision: 0
Dated: 3/1/2023

Geotechnical Report

Generated By: Not Available
Dated: Not Available

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Generated By: Luhdorff & Scalmanini
Dated: 2/1/2023

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CTE Cal, Inc. is a recognized Small Business with the California Department of General Services (DGS) that provides full-service consulting with offices and personnel networking throughout California. We are certified by the U.S. Navy, U.S. Army Corps of Engineers, the National Bureau of Standards (CCRL & AMRL) and the Division of the State Architect (DSA). All of our Testing and Inspection procedures are supervised by a staff of experienced professionals, which includes registered Structural, Civil & Geotechnical Engineers and ACI, ACIA, AWS, ASNT and ICC certified inspectors.



CTE Cal, Inc. would like to identify cost saving benefits built into our cost estimate. Often these items are overlooked during bid evaluation process:

- **No Added Equipment Charges (Included in Rates)**
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**SELENA GRAY, EIT
STAFF ENGINEER**



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Estimated Project Total: \$9,152.00

Prop # 25-23-038 / 3-7-23



BASIS OF CHARGES

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Authorized Signature

Date

Printed Name

Title

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5. **PROJECT DELAY:** CTE CAL is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE CAL's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE CAL's work. CTE CAL shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE CAL shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE CAL, and copies thereof, shall remain the property of CTE CAL and may not be used by Client or other third parties without CTE CAL's express written consent. In the event that Client fails to pay CTE CAL for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE CAL and not to use, lend, or otherwise authorize the use of said documents without CTE CAL's written consent.
7. **MUTUAL COOPERATION:** CTE CAL and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE CAL all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **WARRANTY:** CTE CAL warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE CAL does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE CAL makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE CAL makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
9. **EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE CAL. CTE CAL expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
10. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE CAL which are not signed by CTE CAL or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE CAL and waives all rights and claims against CTE CAL for their unauthorized use.
11. **NO FIELD DIRECTION:** Client understands that CTE CAL's field personnel provide technical assistance to Client at the project site, and that CTE CAL will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE CAL is providing technical assistance and is not directing the work.
12. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE CAL is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE CAL, the cost of re-staking shall be paid for by Client as extra work.
13. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE CAL harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE CAL.
14. **PROFESSIONAL LIABILITY:** CTE CAL agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE CAL performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE CAL that particular testing and inspection is required, CTE CAL assumes no responsibility to ensure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE CAL's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE CAL's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE CAL's total invoiced and paid fee on the project, whichever is greater.
15. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE CAL and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE CAL and Client agree that any such action arising out of the services provided by CTE CAL shall be brought in the Superior Court of the State of California, County of San Diego.



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March 7, 2023

Proposal No: 25-23-038

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Revision: 0
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STAFF ENGINEER**



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Prop # 25-23-038 / 3-7-23



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3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE CAL for such services based upon CTE CAL's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE CAL shall be entitled to additional compensation to the extent that the change increases CTE CAL's testing, inspection, or engineering services, or the duration of CTE CAL's performance.
4. **TIME:** Client agrees that time is of the essence in connection with CTE CAL's services, and that an extension or delay to CTE CAL's performance duration shall result in increased costs to CTE CAL. Client further agrees that any CTE CAL extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE CAL. Said additional compensation shall be based upon CTE CAL's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** CTE CAL is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE CAL's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE CAL's work. CTE CAL shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE CAL shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE CAL, and copies thereof, shall remain the property of CTE CAL and may not be used by Client or other third parties without CTE CAL's express written consent. In the event that Client fails to pay CTE CAL for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE CAL and not to use, lend, or otherwise authorize the use of said documents without CTE CAL's written consent.
7. **MUTUAL COOPERATION:** CTE CAL and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE CAL all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **WARRANTY:** CTE CAL warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE CAL does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE CAL makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE CAL makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
9. **EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE CAL. CTE CAL expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
10. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE CAL which are not signed by CTE CAL or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE CAL and waives all rights and claims against CTE CAL for their unauthorized use.
11. **NO FIELD DIRECTION:** Client understands that CTE CAL's field personnel provide technical assistance to Client at the project site, and that CTE CAL will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE CAL is providing technical assistance and is not directing the work.
12. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE CAL is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE CAL, the cost of re-staking shall be paid for by Client as extra work.
13. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE CAL harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE CAL.
14. **PROFESSIONAL LIABILITY:** CTE CAL agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE CAL performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE CAL that particular testing and inspection is required, CTE CAL assumes no responsibility to ensure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE CAL's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE CAL's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE CAL's total invoiced and paid fee on the project, whichever is greater.
15. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE CAL and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE CAL and Client agree that any such action arising out of the services provided by CTE CAL shall be brought in the Superior Court of the State of California, County of San Diego.

Budget

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

Labor Classification	Direct Rate
Principal Engineer III	\$285
Administrative III	\$128

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include Travel, Lodging and subsistence per diem during construction and will be billed at Cost.

Budget/Fee Estimate

Consor proposes to complete this work as detailed above on a time and expenses basis as summarized below. Agreed "not-to-exceed" amounts are based on the scope of work incorporated herein and will not be exceeded without approval and written authorization by LCES. See table below for the proposed Fee Estimate for this work.

Task	Description	Fee Estimate
1	Project Management	\$4,700
2	Construction Phase Services	\$20,000
Total		\$24,700

Project Schedule

Proposed preliminary schedule of the Tasks presented herein are as follows.

Task	Description	Start	End
-	Notice to Proceed	July 1, 2024	-
1	Project Management	July 2024	August 2024
2	Construction Phase Services	July 2024	August 31, 2024