



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday August 3, 2022, 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

In response to the current proclaimed State of Emergency, indoor masking recommendations, and recommended measures to promote social distancing imposed by State and local officials, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically (if available) or in person.

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

TO ATTEND BY WEBINAR:

Please register for the Regular Meeting of the Board of Directors by: *(Copy and paste into your browser the registration URL. You will then be directed to download the webinar to your device and register with LogMeIn, Inc.)*

Registration URL: <https://attendee.gotowebinar.com/register/1898971354801810188>
Webinar ID#: 187-897-523

After registering, you will receive a confirmation email containing information about joining the webinar by computer or by phone.

For listen only mode dial: +1 (631) 992-3221 ID# 222-845-547

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

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

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

C. CONSENT CALENDAR

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

1. Approve Regular Board of Directors DRAFT Meeting minutes from July 20, 2022.

2. Approve Register of District Invoices.
3. Approve Resolution 2022-28 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

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

E. PRESENTATIONS

1. None.

F. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Approve Change Order 2 with Anderson Pacific for the Denitrification Project.
2. Discussion and Possible Action to Approve a Contract with Architecture and Engineering Transformed ("AETypic") for Architecture Consulting Services Related to a New District Main Office Building.
3. Discussion and Possible Action to Approve a Car Show Event in Cornell Park on September 24, 2022.

G. MANAGER'S REPORT

H. GENERAL MANAGER'S REPORT

I. DIRECTOR REPORTS

1. Standing Committee Reports.
 - a. Internal Operations Committee Meeting (Committee Members Michael Callahan and Carolyn Graham). August 3, 2022.
 - b. Finance Committee Meeting (Committee Members Bryon Gutow and Ashley Porter). August 3, 2022.
 - c. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter). August 3, 2022.
2. Other reportable items.

J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Contra Costa County Aviation Advisory Committee (President Graves). July 14, 2022.
2. Transplan Committee Meeting (Director Graham). July 14, 2022.
3. East Contra Costa Code Enforcement Meeting (Vice-President Porter). July 28, 2022.

K. CORRESPONDENCE RECEIVED

L. MUNICIPAL ADVISORY COUNCIL

M. FUTURE AGENDA ITEMS

N. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on August 17, 2022, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

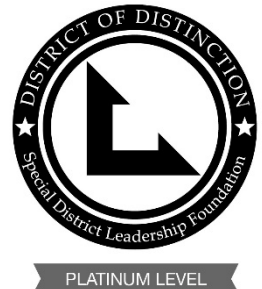
"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

NOTICE OF THE REGULAR MEETING MINUTES OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday July 20, 2022

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 led by Recreation Programs Supervisor, Monica Gallo.
3. Roll Call was taken all members were present.

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

1. Resident Public Comments:
 - Resident One: Provided positive feedback regarding the pool and staff. Resident recommended providing more shade near the pool area and encouraged more residents to come and enjoy the pool.
 - VFW, Brentwood is looking to grow there veteran membership and ways to assist local veterans in need. In addition, increasing community involvement. Resident publicly acknowledged the sacrifice of Joey Graves and President Graves.
 - Resident Two: Expressed concerns over Airbnb rentals and the loud parties, fireworks, and speeding on the weekends.

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 July 6, 2022
2. Approve Regular Board of Directors DRAFT Meeting minutes from July 12, 2022.
3. Approve Register of District Invoices.
4. Approve Resolution 2022-26 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.

Vice-President Porter made a Motion to Approve the Consent Calendar.

Director Graham second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

1. None.

E. PRESENTATIONS

1. Veolia Report.
Presented by Anthony Harper for the months of May and June.
 - Water Production for Willow is stressed due to warmer weather and holidays.
 - Wastewater Plant 1 – non-operational, currently operating on Wastewater Plant 2.
 - Filtration ability is good at 99.7%.
 - Veolia is inviting Town Staff to complete safety training, more information coming soon.
 - Water and Wastewater Committee is developing a plan to balance out water production of treatment plants prior to the completion of new housing projects.

- Board recommended Communications Committee to encourage residents to monitor irrigation due to drought and to save on water.

F. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Approve Funding in the Amount of \$470,000 for the Clipper Drive Revitalization Project.

Presented by Landscape Manager, Bill Engelman.

- Phases 1-3 will include:
 - Wall aesthetics
 - Path Solution and Boulder Seating
 - General Landscape
 - Amenities
- Board expressed interest to include the community at a future time of the project.

No public comment.

Vice-President Porter made a Motion to Approve Staff's request for total project estimate not to exceed \$470,000.

Director Graham second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

G. MANAGER'S REPORT

Presented by Recreation Programs Supervisor, Monica Gallo.

- Flick n' Float was a success approximately 80-100 people in attendance.

H. GENERAL MANAGER'S REPORT

None.

I. DIRECTOR REPORTS

AD HOC Committee Meeting, Presented by President Graves.

- Selection of Architects has been narrowed down and staff will start negotiating contract for Feasibility Study.

J. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

None.

K. CORRESPONDENCE RECEIVED

L. MUNICIPAL ADVISORY COUNCIL

1. Discussion and Possible Action Regarding Short-Term Rentals in Discovery Bay.

Presented by Director Graham.

- Legal Counsel explained what Municipal Advisory Council is, and how the Town residents can be involved in providing input.
- Director Graham received complaints regarding short-term rentals and received approximately 50-60 inquiries. The Communications Committee discussed issues to bring to Board to recommend staff to draft a letter.
- Board has recommended staff to draft a letter to request the enforcement of short-term rental permits and send letter to Code Enforcement.

Public Comments:

- Resident One: There are approximately fifteen VRBO rentals on Marlin Drive, short-term renters are taking over shared common areas. Complaints have been sent to the County.
- Resident Two: Concerned about unsafe boating practices, resident is requesting posters be placed for safety.
- Resident Three: Recommended looking at South Lake Tahoe/Northshore rules and limits as a model to follow.

- Resident Four: Resident has been threatened by short-term renters, police and County have been notified without result.
- Residents Five and Six: Concerned about crime, exceeding speed limits, and negative scenarios and guidelines.

President Graves made a Motion to Approve Interim Assistant General Manager, Mike Davies to compose a letter to be reviewed by President Graves and Director Graham to be sent to Vice-President Porter to submit it to the Supervisors office to be included on Code Enforcement Agenda.

Vice-President Porter second.

Vote: Motion Carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

M. FUTURE AGENDA ITEMS

N. ADJOURNMENT

1. Meeting adjourned at 8:32 p.m. to the next Regular Meeting of the Board of Directors on August 3, 2022, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 3, 2022

Prepared By: Julie Carter, Finance Manager & Lesley Marable, Accountant
Submitted By: Dina Breitstein, General Manager

Agenda Title

Approve Register of District Invoices.

Recommended Action

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

Executive Summary

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

Fiscal Impact:

Amount Requested \$ 674,759.65

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

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2022/2023

AGENDA ITEM: C2

Request for Authorization to Pay Invoices
For The Meeting On August 3, 2022
Town of Discovery Bay CSD
Fiscal Year 7/22 - 6/23

Veolia Water North America	\$403,206.24
Pacific Gas & Electric	\$75,262.87
J.W. Backhoe & Construction, Inc.	\$61,349.12
Tri Star Industrial LLC	\$26,014.72
Bay Area Air Quality Mgmt. District	\$20,656.00
Neumiller & Beardslee	\$12,294.50
Town of Discovery Bay CSD	\$12,163.45
San Joaquin County Office Of Ed	\$8,610.00
Luhdorff & Scalmanini	\$7,823.44
Herwit Engineering	\$7,400.00
Robert Half	\$6,224.08
Precision IT Consulting	\$4,290.00
National Aquatic Services, Inc.	\$3,495.07
Freedom Mailing Service, Inc	\$3,372.01
Janitorial Plus	\$3,090.00
Belkorp AG	\$1,896.87
Contra Costa County Auditor-Controller	\$1,536.28
BrightView Landscape Services, Inc.	\$1,415.00
Lincoln Aquatics	\$1,394.08
Bob Harkrader & Sons Trucking, Inc.	\$1,380.74
Contra Costa Water District	\$1,350.00
Michelle Dominge	\$1,275.00
Concentra	\$1,242.00
Harris & Associates, Inc.	\$1,160.00
Karina Dugand	\$1,107.00
Badger Meter	\$1,076.89
Lucia Peters	\$1,003.87
Brentwood Ace Hardware	\$921.84
Univar Solutions USA Inc.	\$727.23
Watersavers Irrigation Inc.	\$653.13
Denise Williams-Karbowski	\$420.00
Office Depot	\$297.17
Geotab USA, Inc.	\$197.50
UniFirst Corporation	\$195.96
Denalect Alarm Company	\$126.00
Discovery Pest Control	\$70.00
County Of Contra Costa, Dept of Info Tec	\$59.25
Water Refund Customer	\$2.34

\$674,759.65



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION 2022-28**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN DISCOVERY BAY COMMUNITY SERVICES DISTRICT RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Town of Discovery Bay Community Services District (the "Town") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Town's legislative body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Town's Board of Directors previously adopted a Resolution, Number 2021-16 on October 20, 2021, finding that the requisite conditions exist for the legislative body of the Town to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must make findings that the Board has reconsidered the circumstances of the state of emergency that exist in the Town, and that either the state of emergency continues to directly impact the ability of the members to meet safely in person, or State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency continues to exist throughout California as a result of the threat of COVID-19; and

WHEREAS, currently the dominant strain of COVID-19 in the country continues to be more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations, therefore, meeting in person would present imminent risks to the health or safety of attendees and members; and

WHEREAS, the Cal-OSHA adopted emergency regulations (Section 3205) imposing requirements on California employers, including measures to promote social distancing remain in effect; and

WHEREAS, the health orders issued by the Contra Costa County Health Officer to preserve the public health, including requiring all people in Contra Costa County who aren't fully vaccinated, to adhere to indoor masking requirements, recommending measures for social distancing from non-household members for vaccinated individuals that have been exposed to COVID-19, and measures acknowledging that close contact to other persons increases the risk of transmission, remain in effect.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. AB 361 Compliance. The Board of Directors began using teleconferencing in accordance with subdivision (e) of Section 54953 of the Government Code, as amended by AB 361, on October 20, 2021, and have made the requisite findings by majority vote not later than 30 days after October 20, 2021, and every 30 days thereafter.

Section 3. State of Emergency. The Board of Directors hereby reconsiders the circumstances of the current State of Emergency proclaimed by the Governor on March 4, 2020, and find that the ongoing conditions of the State of Emergency directly impact the ability of members to meet safely in person.

Section 4. Measures to Promote Social Distancing. The Board of Directors hereby finds that Cal-OSHA and the County Health Official continue to recommend measures to promote physical distancing.

Section 5. Remote Teleconference Meetings. The General Manager of the Town of Discovery Bay Community Services District is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

Kevin Graves
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a meeting, held on August 3, 2022, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dina Breitstein
Board Secretary



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 3, 2022

Prepared By: Gregory Harris, District Wastewater Engineer

Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Approve Change Order 2 with Anderson Pacific for the Denitrification Project.

Recommended Action

It is recommended that the Board take the following Action:

- a. Approve Change Order No. 2 with Anderson Pacific on the Denitrification Project for Pump Station W replacement and new Bar screen and compactor for the approximate cost of \$1.76 million.
- b. Authorize the General Manager to Execute the Town's Contract change order to the existing contract with Anderson.
- c. Authorize the General Manager to enter into a Purchase Contract for a National 500ES Lager Boom Truck or equivalent from Mark Peters. Purchase cost, tax, and Licensing and crane certification not to exceed \$100,000.
- d. Authorize the General Manager to Execute Change Order No. 2 with HERWIT Engineering Denitrification Contract in the amount of \$186,000 for additional design engineering, construction management, and inspection services to incorporate the changes to Pump Station W.

Executive Summary

The Town operates an Influent Pump Station at Plant No. 1 that conveys all sewage flows from the Town to Plant No. 2. The Influent Pump Station was backed up by Pump Station W immediately adjacent to it. Pump Station W served as a backup pumpstation and to allow maintenance work to be performed on the primary Influent Pump Station.

As part of the Denitrification Project, needed repairs were scheduled for both the Influent Pump Station and Pump Station W. Repair activities uncovered sever structural damage to Pump Station W and all project work on Pump Station W was stopped. The Structural Engineer for HREWIT indicated the structural steel was compromised and the structure no longer safe. To allow repairs to the influent pump station, the roof to the structure was removed and soil excavated off of the top of the structure. Repairs to the influent pump station are now complete and Pump Station W now has to be dealt with. It currently sits in a partially excavated hole with no roof.

The Town asked HERWIT for options to repair or replace the Pump Station. HERWIT prepared a Memo on Pump Station W discussing the repair options. This memo was reviewed with HERWIT in the Wastewater Committee meeting on 7/6/2022 and options discussed. Based on feedback in the meeting, HERWIT has revised the attached memo to include the following revisions.

1. Eliminate the jib crane and substitute purchase of a larger boom truck to allow removal of pumps at all lift stations. Include this option under all alternatives.
2. Refine all cost estimates be obtaining Vendor Quotes and ask for pricing information from Anderson Pacific who is the contractor constructing the denitrification project.
3. Reduce project contingency and uncertainty.

The WW Committee also requested consultation with the Town Attorney to confirm it is appropriate to proceed a million dollar or more change order with Anderson.

General Manager Breitstein discussed the change order approach with Andy Pinasco, the Town Attorney. Andy is in agreement that proceeding with a change order with Anderson as a change order is appropriate given the following.

1. Construction work on Pump Station W was integral to the initial project and work had to be stopped and now modified based on discovered field conditions.
2. Pump Station W is a critical part of the Influent Pump Station system for proper operation and maintenance.
3. Immediate action on Pump Station W is required to continue work on the current Denitrification Project and competitive proposals would not produce advantage to the Town as the impacts associated with project delay costs and increased repair costs would not result in an overall public benefit.
4. All change order costs will be properly reviewed and documented.

Previous guidance from the WW Committee indicates a desire to fix Pump Station W and install the new Bar Screen and Compactor as a direct change order with Anderson, consistent with Option 2 of the attached Memo as well as purchasing a boom truck. After internal consultation, Town WW Staff, Veola, and HERWIT are recommending proceeding with Option 2 in the attached Memo for a total cost of \$2.05 million.

Specific Board Action

It is recommended that the Board take the following Action:

- a. Approve Change Order No. 2 with Anderson Pacific on the Denitrification Project for Pump Station W replacement and new Bar screen and compactor for the approximate cost of \$1.76 million.
- b. Authorize the General Manager to Execute the Town's Contract change order to the existing contract with Anderson.
- c. Authorize the General Manager to enter into a Purchase Contract for a National 500ES Lager Boom Truck or equivalent from Mark Peters. Purchase cost, tax, and Licensing and crane certification not to exceed \$100,000.
- d. Authorize the General Manager to Execute Change Order No. 2 with HERWIT Engineering Denitrification Contract in the amount of \$186,000 for additional design engineering, construction management, and inspection services to incorporate the changes to Pump Station W.

Previous Relevant Board Actions for This Item

Awarded original construction contract to Anderson May, 2021 in the amount of \$15,994,000.

Fiscal Impact: \$1.9 Million
Amount Requested: TBD
Sufficient Budgeted Funds Available?: Yes
Prog/Fund # Category: TBD

Attachments

1. Pump Station W Options Memo Revision 1 dated 7-26-2022.
2. Vendor Quote for lager boom truck for influent pump station.
3. Vendor Quotes on bar screen and compactor for Influent Pump station.
4. Cost proposal from Anderson Pacific for Pump Station W only.

To: WW Committee
TODB CSD

From: Gregory Harris
HERWIT Engineering
Date: July 26, 2022

Reference: Pump Station W at Plant No. 1 – Revision 1

Introduction

The Wastewater Committee was previously notified that Pump Station W at Plant No. 1 was found to be structurally unsafe when rehabilitation work was started as part of the Denitrification project. As a result, all project work was halted. Because Pump Station W was required to operate in some manner to allow needed repairs to the influent pump station to take place, a change order was given to the Contractor to remove all soil and concrete off of the roof of the pump station and to temporarily reinstall pumps with temporary piping and controls. PS-W was operated in this capacity while repairs to the influent pump station were being made. Figure 1 shows a current photo of Pump Station W.



Figure 1 - Pump Station W Currently

Reference: Pump Station W at Plant No. 1

Pump Station W cannot be left in this condition. In addition to long term backup, Pump Station W is also needed to allow any future repair work to take place inside of the influent pump station. Because of this, the Town requested HERWIT provide options for Pump Station W going forward with ballpark costs to help in decision making on the next steps. These options are listed below and discussed further in this memo.

1. Rebuild Pump Station W with similar construction as a change order under the Denitrification project. Reuse existing pumps, piping, and controls and purchase boom truck.
2. Option 1 plus add a bar screen and compactor to the Influent Pump Station.
3. Abandon Pump Station W, remove pumps, and backfill internal and external portions of structure with engineered fill as a change order under the Denitrification project. Build new station in the same location at future date as a stand alone project and purchase boom truck.
4. Option 3 plus add a bar screen and compactor to the Influent Pump Station.

Option 1 – Rebuild Pump station W as Change Order to Existing Contract and Purchase Boom Truck.

Under this option, the Town would demolish the remainder of the concrete structure, immediately build a new structure for PS-W in the same location. Reinstall existing pumps and controls, and reuse existing piping as applicable. This work would be done as a change order to the existing contract with Anderson Pacific for the Denitrification Project. There are cost savings to the Town for this approach because it ensures the existing pumps, piping, and controls will be reused and paced in service in a timely manner. It also does not require interim backfill of the hole prior to construction. The Town would also purchase a boom truck.

Ballpark costs (in today's dollars) for this Option are presented in Table 1.

Option 2 – Rebuild Pump station W as a Change Order to Existing Contract, Add Bars Screen Compactor and purchase boom truck.

This is the same as Option 1 with the addition of constructing a new bar screen, and compactor, at the influent pump station. In discussing alternatives for Pump Station W with the Town and Veolia staff, several operational issues associated with the Influent Pump Station were also brought up and discussed. These include the following.

1. The Town lift truck is unable to extend a boom out far enough to lift Pump No. 3 out of the Influent Pump Station. As a result, the only way to pull and install this pump as part of routine maintenance is to rent a larger crane every time the pump needs to be pulled and coordinate it as a special project with additional cost to the Town.
2. While there are bar screens at Plant No. 2, rags entering the Influent Pump Station prior to Plant No. 2 are so thick they are damaging the pumps and wearing them out sooner than was expected. This has led to multiple rebuilds required on all of the influent pumps since they have been installed. In addition, not all of the rags end up getting pumped out of the Influent Pump Station. Over time they build up a huge matt on top of the water making servicing the pumps and controls difficult. The Influent Pump Station has limited access to the interior of the pump station and is very deep. As a result, Veolia staff have had very limited success vacuuming rags out of the influent pump station.

Reference: Pump Station W at Plant No. 1

To mitigate Operational Issue No. 1, Veolia reached out to a crane manufacture and obtained a quote to install a permanent jib crane at the Influent Pump Station. A very large foundation would need to be constructed to support the crane. The vendor quote was combined with the foundation cost to develop a ballpark cost for this alternative. However, after reviewing with the Water Wastewater committee Staff was directed to eliminate the jib crane and substitute the cost of purchasing a larger boom truck.

To mitigate Operational Issue No. 2, Veolia requested a new bar screen and compactor be installed in front of the Influent Pump Station to remove rags before they enter the pump station. It was hoped this could be worked into the Pump Station W replacement. HERWIT analyzed options for installing a single bar screen and compactor and found the lowest cost way to do this was to modify the inlet of the Influent Pump Station rather than build a new structure in front of the Influent Pump Station. Figure 2 shows a section view of the Influent Pump Station with a bar screen, compactor and jib crane.

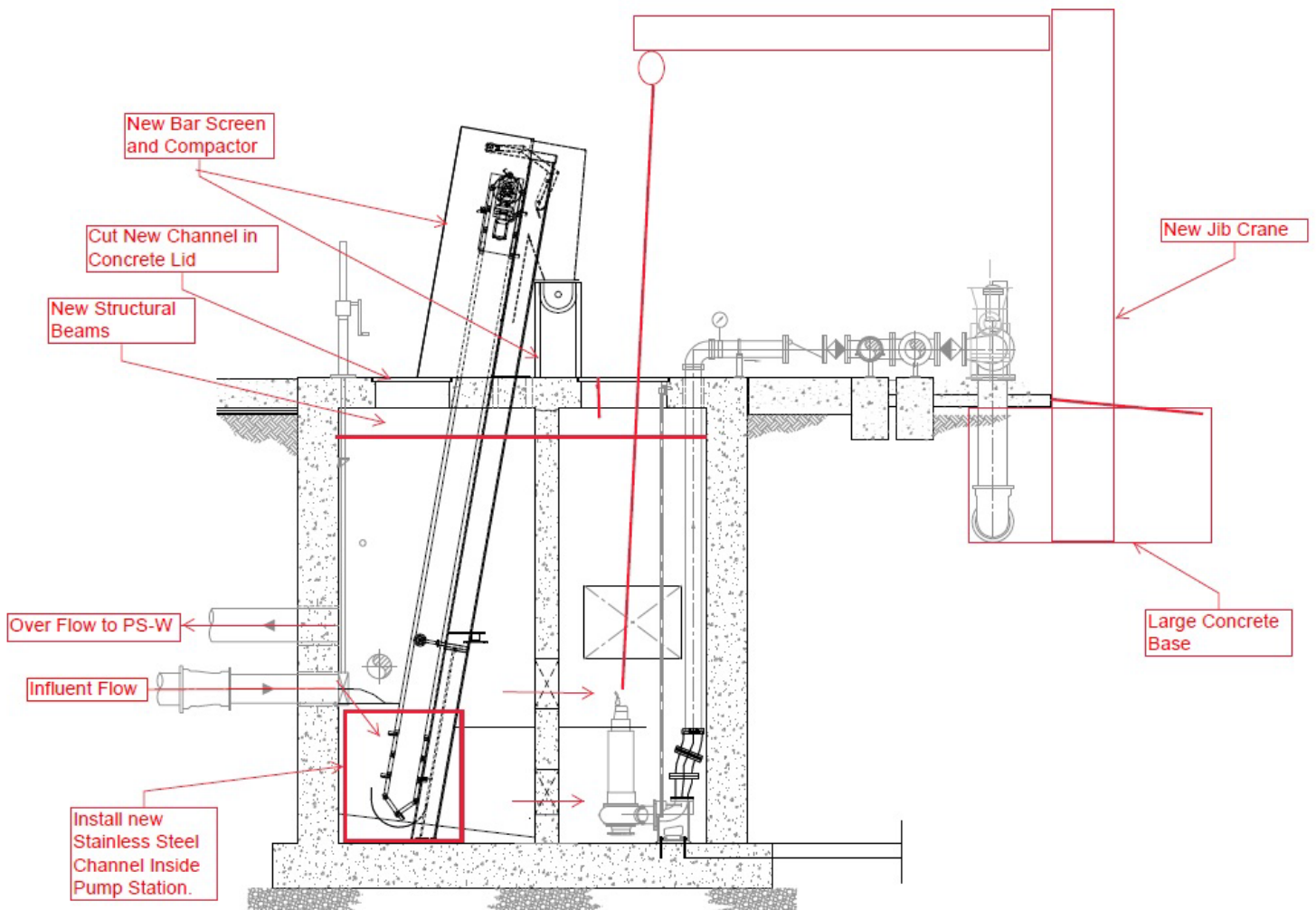


Figure 2 – Influent Pump Station With Optional Bar Screen and Jib Crane

Reference: Pump Station W at Plant No. 1

Ballpark costs (in today's dollars) for this Option are presented in Table 2.

Option 3 – Rebuild Pump station W as a Separate Bid Project in the Future and Purchase a Boom Truck

Under this option, the Town would demolish the remainder of the concrete top, backfill the existing pump station inside and outside up to grade, and remove all pumps, piping, and controls as a change order under the Denitrification project. At some point in the future, the Town would build something equivalent to Pump Station W as a separate standalone project. Timing is very important if the existing pumps, piping and controls are going to be reused in the re-built pump station. If the existing pumps and controls are allowed to sit around unused for years they will become useless. For cost estimating purposes, it is assumed this project will proceed to design and be built within the next 12 months. This option is more expensive than Option 1 because of the need to backfill the existing structure prior to new work taking place, additional overhead costs to produce a standalone project, and the potential to be unable to reuse existing equipment if the delay is longer than anticipated. This option also includes the cost of purchasing a boom truck.

Ballpark costs for this Option are presented in Table 3.

Option 4 – Rebuild Pump station W as a Separate Bid Project in the Future, Add Bars Screen Compactor and Purchase Boom Truck

This is the same as Option 3 with the addition of constructing a new bar screen, compactor, at the influent pump station for the same reasons as discussed under Option 2.

Ballpark costs for this Option are presented in Table 4.

Ballpark Costs

Ball park costs were previously provided to the Wastewater Committee on July 6. Direction was provided in this meeting to eliminate the Jib crane and get costs on a larger boom truck that can be used around the entire District. Direction was also provided to refine costs estimates by getting Vendor quotes and working with Anderson Pacific to obtain additional Contractor Quotes. Tables 1, 2, 3 and 4 present the ballpark costs for each of the options and include updated costs incorporating Committee comments. Copies of quotes on the boom truck and bar screen and compactor are attached. Detailed design has not been done on these options and all ballpark estimates while improved are not final costs. They will allow for a decision on which option to select. All costs are estimates in "Today's Dollars". There will be an inflationary increase in construction cost the longer future construction is delayed. Please also be aware there are a lot of inflationary pressures in the construction market that make the magnitude of future cost increases unknown. There are also currently supply chain surcharges and availability issues for stainless steel and other construction materials, which are resulting in high prices. It is unknown how long these current surcharges will last.

Conclusions

The option that works best for the Town is largely dependent on timing and Town finances. It may also be desirable to have a public bid for changes of this magnitude to attempt to receive a lower bid cost upfront than

Reference: Pump Station W at Plant No. 1

what may be proposed by change order. These factors should be weighed against the reduced overhead costs for proceeding with a change order.

Table 1: PS-W Option 1 - Change Order to Existing Contract	
Description	Estimated Cost
Backfill Existing Structure	\$ -
Demo Old Structure	\$ -
Demo Old Structure & Construct New Pump Station	\$ 1,050,000
Reuse Existing Pumps, Piping, and Controls	\$ 25,000
Subtotal	\$ 1,075,000
Contingency, %	10%
Contingency, \$	\$ 108,000
Subtotal	\$ 1,183,000
Purchase Boom Truck Inf. PS.	\$ 100,000
Total	\$ 1,283,000
Engineering Design	
5%	\$ 64,000
Engineering Services During Construction	
5%	\$ 64,000
Total Project Cost	\$ 1,410,000

Reference: Pump Station W at Plant No. 1

Table 2: PS-W Option 2 - Change Order to Existing Contract	
Description	Estimated Cost
Backfill Existing Structure	\$ -
Demo Old Structure	\$ -
Demo Old Structure & Construct New Pump Station	\$ 1,050,000
Reuse Existing Pumps, Piping, and Controls	\$ 25,000
Purchase New Screen and Compactor @ Influent P.S.	\$ 325,000
Install New Screen and Compactor @ Influent P.S.	\$ 150,000
Structural Mods to Influent Pump Station	\$ 50,000
Subtotal	\$ 1,600,000
Contingency, %	10%
Contingency, \$	\$ 160,000
Subtotal	\$ 1,760,000
Purchase Boom Truck Inf. PS.	\$ 100,000
Total	\$ 1,860,000
Engineering Design	
5%	\$ 93,000
Engineering Services During Construction	
5%	\$ 93,000
Total Project Cost	\$ 2,050,000

Reference: Pump Station W at Plant No. 1

Table 3: PS-W Option 3 - Bid as New Project	
Description	Estimated Cost
Backfill Existing Structure	\$ 100,000
Re-excavate & Demo Old Structure	\$ 25,000
Demo Old Structure & Construct New Pump Station	\$ 1,050,000
Reuse Existing Pumps, Piping, and Controls	\$ 100,000
Subtotal	\$ 1,275,000
Contingency, %	10%
Contingency, \$	\$ 128,000
Subtotal	\$ 1,403,000
Purchase Boom Truck Inf. PS.	\$ 100,000
Total	\$ 1,503,000
Engineering Design	
6%	\$ 90,000
Engineering Services During Construction	
6%	\$ 90,000
Total Project Cost	\$ 1,680,000

Reference: Pump Station W at Plant No. 1

Table 4: PS-W Option 4 - Bid as New Project	
Description	Estimated Cost
Backfill Existing Structure	\$ 100,000
Re-excavate & Demo Old Structure	\$ 25,000
Demo Old Structure & Construct New Pump Station	\$ 1,050,000
Reuse Existing Pumps, Piping, and Controls	\$ 100,000
Purchase New Screen and Compactor @ Influent P.S.	\$ 325,000
Install New Screen and Compactor @ Influent P.S.	\$ 150,000
Structural Mods to Influent Pump Station	\$ 50,000
Subtotal	\$ 1,800,000
Contingency, %	10%
Contingency, \$	\$ 180,000
Subtotal	\$ 1,980,000
Purchase Boom Truck Inf. PS.	\$ 100,000
Total	\$ 2,080,000
Engineering Design	
6%	\$ 125,000
Engineering Services During Construction	
6%	\$ 125,000
Total Project Cost	\$ 2,330,000

2012 NATIONAL 500E2 MOUNTED ON 2012 FORD F750 XL

USD **\$75,000**

Seller Information

Mark Peters
California 94621

Phone: +1 510-508-1208
Contact: Mark Peters

Machine Location:
📍 Martinez, California 94553



[Hide Thumbnails](#)

Description

Good boom truck, truck runs good, boom operates good. California compliant, currently registered in CA. Crane cert expired last year. 6spd manual transmission, conventional brakes.

Specifications

Year 2012 | Manufacturer NATIONAL | Model 500E2 | Upper Hours 2,753 |
Condition Used | Truck Year 2012 | Truck Manufacturer FORD | Truck Model F750 XL |

Drive Side Left Hand Drive |

[Show As Table](#)

500E2 Series Product Guide

ASME B30.5 • Imperial 85%



Features

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

NATIONAL CRANE 500E2 SERIES

Features

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

> Three-section boom

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



> Innovative outrigger design

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

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

Rear stabilizers: 3 m (10 ft) span



> NEW Electronic throttle and OMS system

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

> Productivity increasing options and Lift Solutions™

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



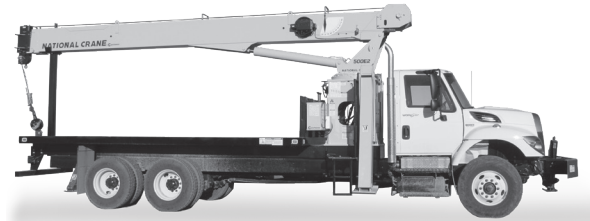
> Chassis customization options

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



Jobsite benefits

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



Serviceability

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



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



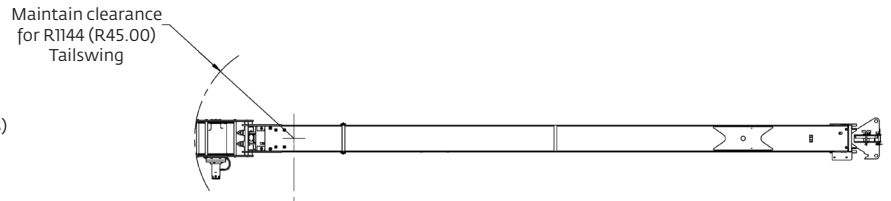
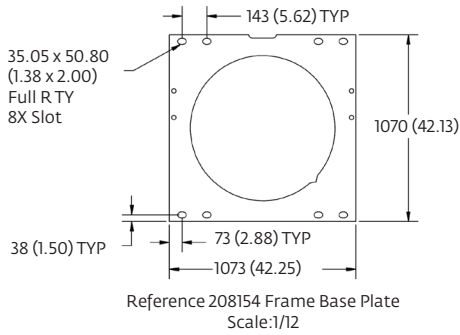
Manitowoc Finance helps you get right to work generating profits for your business.
Financial tools that help you capitalize on opportunity with solutions that fit your needs.

Contents

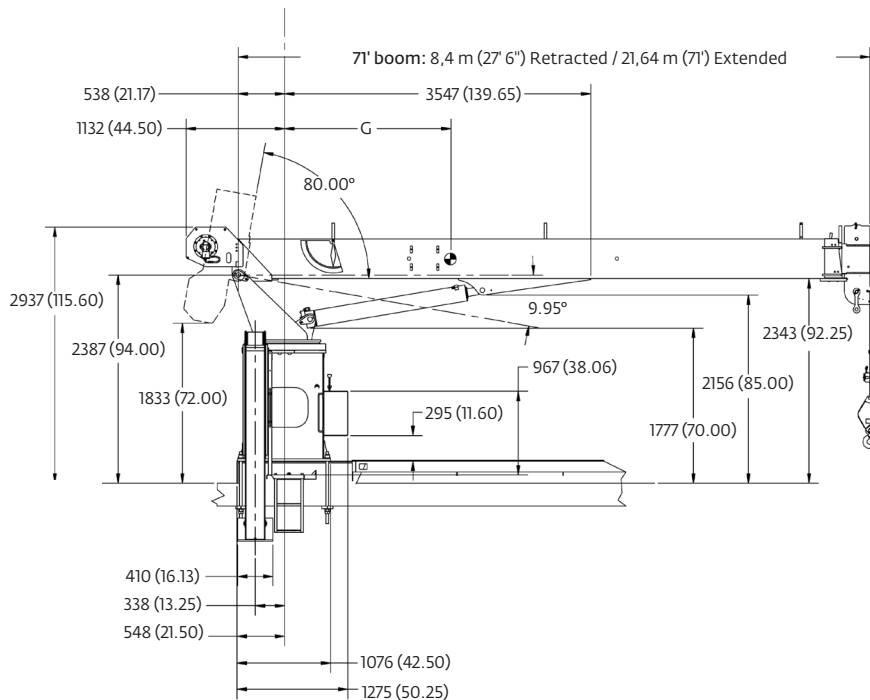
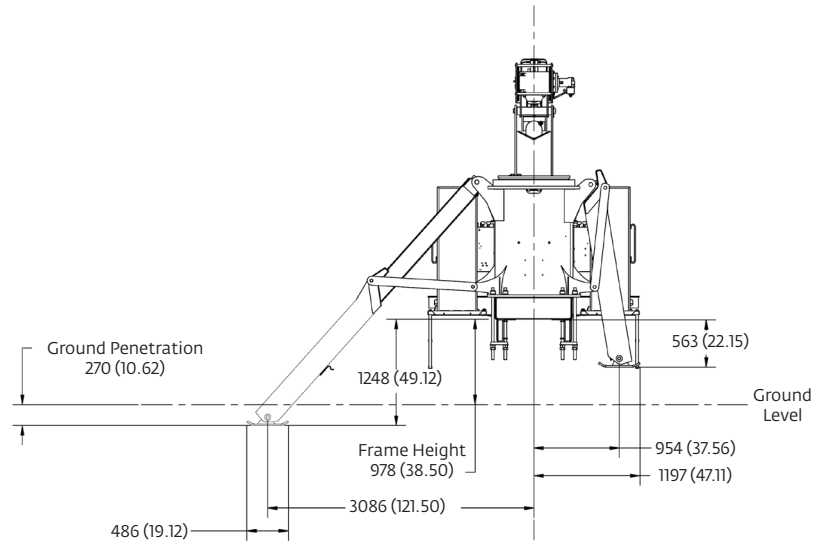
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Dimensions

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



Dimensions are in mm (in) unless otherwise specified.



Mounting configurations

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

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

Working area: 180°

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

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

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

Wheelbase: 602 cm (237 in)

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

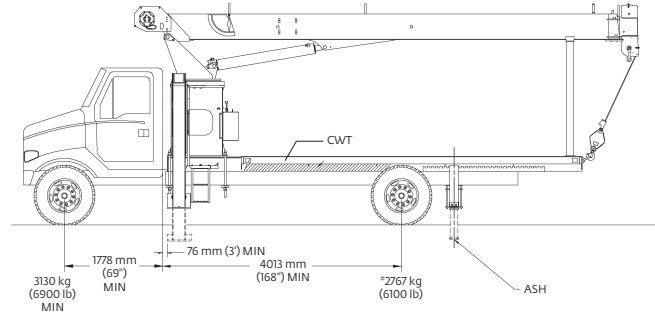
Frame Strength: 758 MPa (110,000 PSI):

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

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

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

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



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

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

(Extended front frame rails required for SFO installation.)

Working area: 360°

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

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

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

Wheelbase: 602 cm (237 in)

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

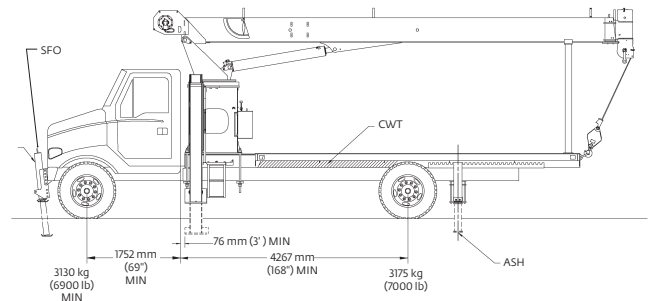
Frame Strength: 758 MPa (110,000 PSI):

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

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

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

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



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

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

Mounting configurations

Minimum truck requirements

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

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

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

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

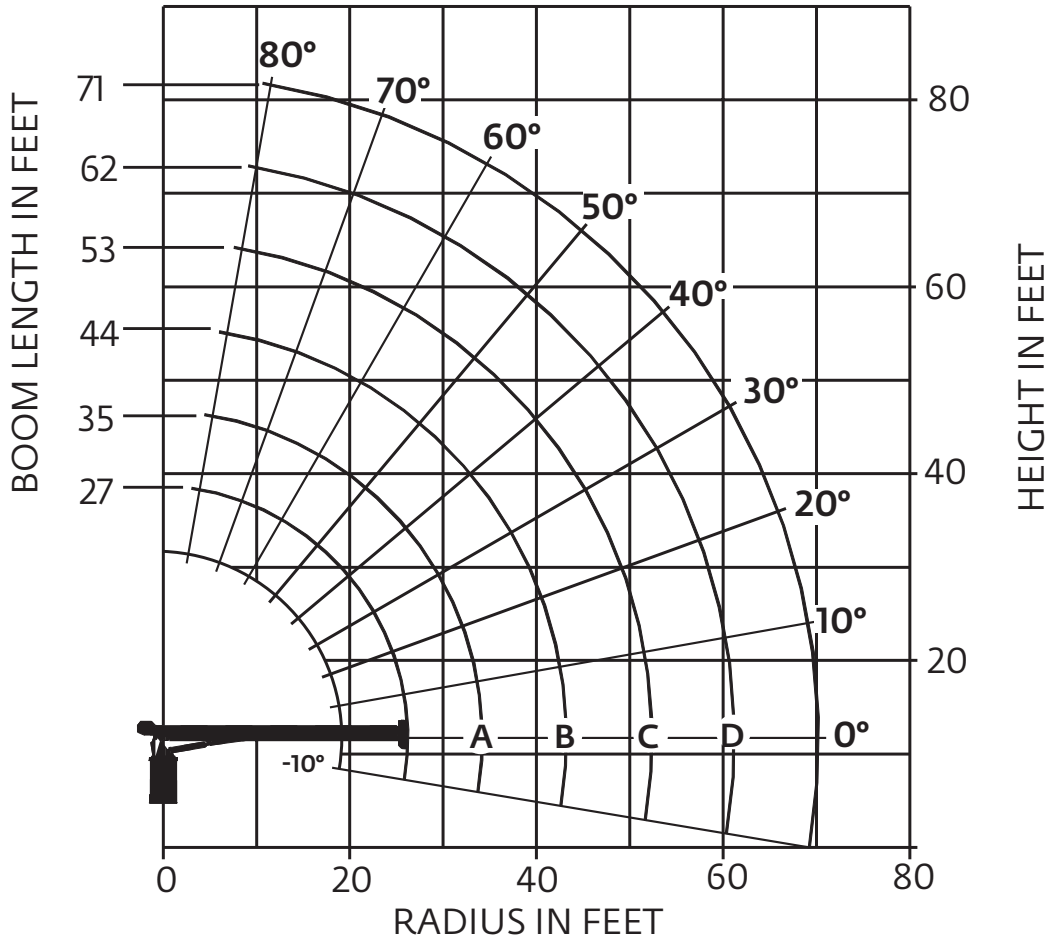
5. **Neutral Start Switch.** The chassis must be equipped with a switch that prevents operation of the engine starter when the transmission is in gear.

Notes:

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

Working range

Series 571E2



CAUTION:

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

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

Load chart

Series 571E2



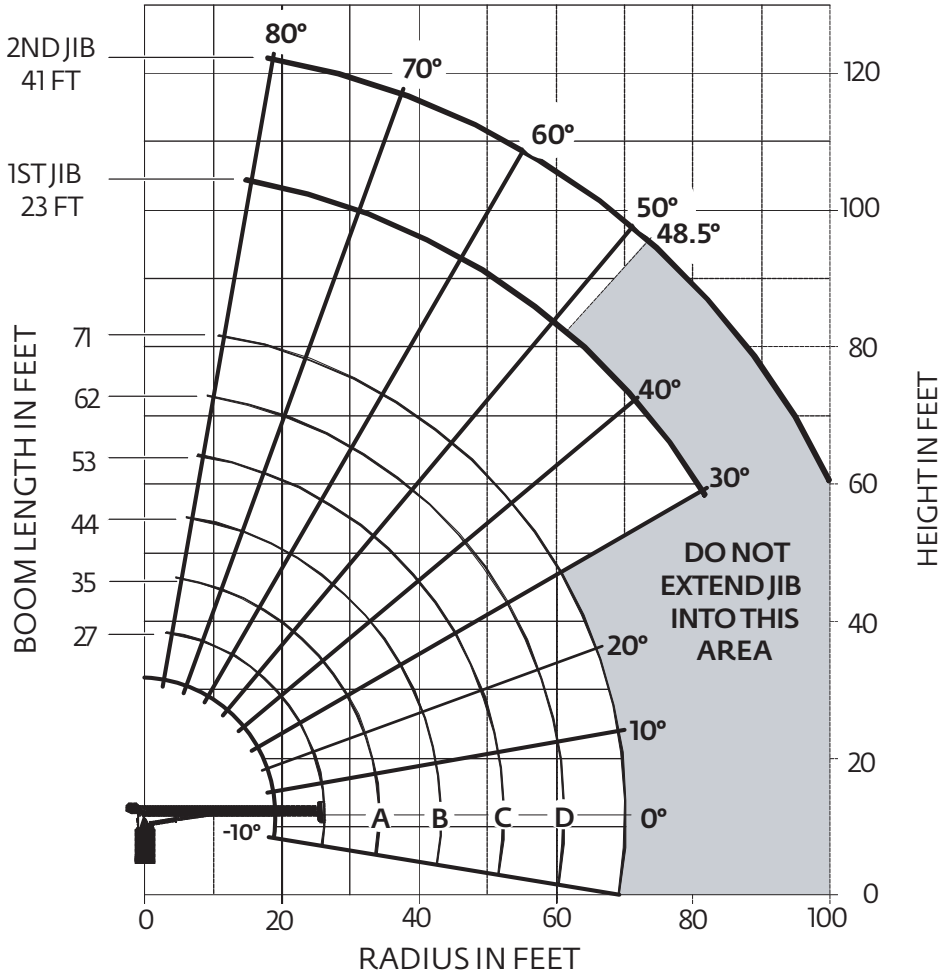
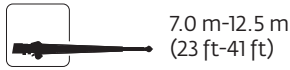
Pounds

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

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

Working range

Series 571E2 with jib



CAUTION:

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

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

Load chart

Series 571E2 with jib



21, 6 m
(71 ft)



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



100%



360°



Pounds

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

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

NOTE:

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

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

Specifications

Superstructure

Boom

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

Boom elevation

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

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

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

Operator station

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

Slewing

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

Hydraulic system

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

Shaft input of 2400 RPM generating:

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

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

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

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

Electrical system

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

Lower

Chassis mounting

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

Mounting configurations

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

Outriggers

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

**Denotes optional equipment.*

Specifications

Optional items

- **Outriggers, Subframe and Flatbed**

- > Single Front Outrigger (SFO) option
- > Center mount front stabilizer with 25 in vertical stroke

- **Hook blocks**

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

- **Jib**

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

- **Duty Cycle Package**

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

- **Hydraulics**

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

- **Operator Aids**

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

- **Heavy-Duty Personnel Basket**

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

- **Bulkhead**

- > Steel 30 in solid wall bulkhead

Specifications



Hoist

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

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

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

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

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

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

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

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

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

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

+ Refer to rating plate for actual weight

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

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

Symbols glossary



Axles



Drive



Heavy duty jib



Radius



Boom



Electrical system



Hoist



Rotation



Boom elevation



Engine



Hook block



Speed



Boom extension



Extension



Hydraulic system



Steering



Boom length



Frame



Insert



Suspension



Boom nose



Fuel tank capacity



Lights



Swing



Brakes



Gear



Oil



Tires



Operators station



Grade



Outrigger controls



Transmission



Counterweight



Height (no max)



Outriggers

Manitowoc Cranes

Regional headquarters

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Shady Grove, Pennsylvania, USA

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

PUMP STN W RECAP

Sheet 1-	\$9,378.26	Plug Pipes
Sheet 2-	\$12,746.70	Demo Site
Sheet 3-	\$14,329.53	Prep Site
Sheet 4-	\$150,226.56	Shoring Rental
Sheet 5-	\$16,254.15	Assemble System
Sheet 6-	\$94,598.18	Exc/Install Sheets
Sheet 7-	\$36,161.54	Demo Pump Stn
Sheet 8-	\$31,689.19	Dewatering
Sheet 9-	\$6,652.17	Rock
Sheet 10-	\$213,174.47	Concrete
Sheet 11-	\$67,339.08	CDF Backfill
Sheet 12-	\$27,878.14	Remove Shoring
Sheet 13-	\$43,693.13	Set Pumps/Gate
Sheet 14-	\$54,358.18	8"/12" RS
Sheet 15-	\$17,640.42	16" RS
Sheet 16-	\$10,055.13	16" OF
Sheet 17-	\$30,962.46	12" AB/3" AC
Sheet 18-	\$3,558.37	Startup
Sheet 19-	\$5,880.15	Remove Dewatering
Sheet 20-	\$5,326.49	Cleanup
Sheet 21-	\$136,894.16	Subs
Sheet 22-	\$56,197.10	Supervision

\$1,044,994

Costs do not included
Installation of Bar Screen and
Compactor at Influent Pump
Station. These costs are listed
separately in the Pump Station
W Memo.

Gregory Harris

From: Simon Morris <simonmorris@jbiwater.com>
Sent: Friday, July 15, 2022 5:38 PM
To: 'Gregory Harris'
Cc: 'Steve Aiken'; 'Alex Peruski'
Subject: FW: P10945 R1 Discovery Bay,CA -Firm Price Duperon
Attachments: P10945 R1 Discovery Bay CA Scope -FlexRake FPFS.pdf

Good afternoon Gregory,

Please see information below and attached from Duperon. I am on vacation next week so I am copying Steve Aiken and Alex Peruski here, please send any questions back on this thread and between me, Steve and Alex we should be able to address them while I'm out.

I don't know if we meet your price or your timeline expectations. Unfortunately there is not much we can do about either given the requirements of this application. We did discuss at length how to try and avoid the issue of one time engineering costs being spread across only one screen because we already saw that cause the single screen price to be quite high compared to having it defrayed across additional identical units on the first phase. Per Alex's comments though, this second application is not a minor change, it's a new design.

Some of those design differences impact price as well. The narrower screen and smaller wash/comp help but this new screen is nearly twice as long overall which is a lot of extra material at the end of the day. Plus we have significant material cost increases since phase 1. We held the Phase 1 price as steel prices started to climb and they haven't stopped since although they have flattened a little more recently. Steel mill product is up over 80% since Feb 2021 when we provided the Phase 1 pricing and 316 SS specifically is probably more than that. It's only a proportion of our costs but it is significant and other overheads like labour have also increased.

Budget price for the screen and washer/compactor is \$380,000. Our bid price would be just under \$350,000. **We can get to \$324,800 as a discounted price.** This includes freight and field service but excludes taxes.

We do appreciate the opportunity to work with you, Discovery Bay and Anderson and we hope that the proposal and pricing meets with your approval. Please let us know if there is anything else we can do to earn your business.

Have a good weekend.

Cheers

Simon

SIMON MORRIS
JBI Water & Wastewater Equipment
Elk Grove, CA

Cell: 916 642 5500
Email: simonmorris@jbiwater.com
Web: www.jbiwater.com

Simon



DATE: July 15, 2022

Mechanically Cleaned Bar Screen
Firm Proposal Number P10945 R1
Discovery Bay WWTP, CA

To:
Discovery Bay WWTP, CA

Sales Rep:
Simon Morris
JBI Water & Wastewater
916-642-5500
simonmorris@jbiwater.com

From:
Alex Peruski
Sales Project Manager
Duperon Corporation
(989) 754-8800
aperuski@duperon.com

Steve Aiken
Regional Sales Manager
Duperon Corporation
(989) 754-8800
saiken@duperon.com



Thank you for considering Duperon® system solutions for your project. We appreciate the opportunity to provide you with a Budgetary Equipment Scope. Please do not hesitate to contact your Duperon® Team with any questions as we work with you through the design process and ensure a successful project.

Form ES-P19-F07-09

Printed: 7/15/2022 4:30 PM

Scope of Supply: Based on information supplied from the RFQ

(1) Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return

- **Model FlexRake®**
 - **FPFS, Full Penetration Fine Screen –Outdoor Installation**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- Scrapers of UV Stabilized UHMW and/or Stainless Steel
- SSSL316 side fabrications, dead plate and cross members
- SSSL316 full enclosure covering from deck to discharge
- SSSL316 enclosure access panels
- SSSL316 Name Plates
- SSSL316 Mid Span support structure
- SSSL316 Side shields from top of Steel channel to top of operating deck approx. 13 ft
- Weld Passivation after manufacturing
- Structural Review from a licensed PE with a CA Stamp
- SSSL316 FlexLinks
- ½ HP Motor
- SSSL316 Drive Head:
 - Drive Sprockets and components SSSL316
 - Drive Shaft SSSL316

Dimensions and design criteria

- 2 ft channel width
- 18.95 ft channel height
- 18.95 ft channel invert to top of operating deck
- 3.3 ft assumed discharge clearance
- 27 ft nominal length of FlexLink and scraper system
- Includes SSSL316 fabricated steel channel/custom closeout - (2) Panels 5 ft wide x 5.75 ft tall
- 0.25 inch clear opening
- 0.25 inch x 0.75 inch x 0.13 inch SSSL316L tear drop bar screen
- 2:1 UHMW to SSSL316 scraper ratio
- 10 degree from vertical
- 4 ft of head differential structural design
- 5.5 ft maximum water level

Hydraulic Profile

- See attached models for hydraulic performance information.
 - Peak Flow = 5.0 MGD at maximum 5.5 ft downstream water level @ 25% blinding factor
 - Average Flow = 1.5 MGD with minimum 3.5ft downstream water level @ 25% blinding factor
- **If downstream underflow weir is needed to maintain water level, it shall be provided by others.**
 - A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSSL parts. Modifications such as a sloped sump or downstream underflow weir may be necessary and is to be provided by others.

Estimated Anchors Needed Mechanical Bar Screen:

Estimated Anchors Needed **included in scope of supply –by Duperon)**

- Anchors
 - Anchors for toes and plates
 - (7) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embeftd HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
 - Anchors for Return Guide / Closeout, per screen



- (20) 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
- (3) Epoxy tube
- (1) Dispenser
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points

(1) Duperon® Washer Compactor - Dual Auger Unit

- **Model WC3.D1.6**
 - 1HP Motor and gearbox
 - 3.15 ft from operating deck to top of washer compactor hopper rim
 - 2.23 ft long hopper length
 - 1.45 ft wide hopper width
 - SSSL316 material of construction
 - SSSL316 Nameplate
 - Includes Flexible Drop Chute to Dumpster
- Reduced Maintenance
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
 - Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- Reduced Odor
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- Reduced Landfill Costs
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
- Reduced Power Consumption
 - 1 HP inverter duty motor consumes just 746 watts
 - Requires .75 KWH

Discharge chute design

- 10.00 ft long discharge chute with, (1) bend
- Non-Clog Flood Washing
- Utilizes filtered effluent or municipal water
- Consumes 3 to 10 gallons per minute at 40 to 60 PSI
- 3.00 inch NPT male drain connection
- 0.50 inch NPT water supply connection

Estimated Anchors Needed for Washer Compactor:

Estimated Anchors Needed (included in scope of supply –by Duperon):

- Anchors
 - Anchors for toes and plates
 - (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.



(1) Controls Package, Main Panel

- **NOTE: Referencing NFPA 820, the main control panel shall be removed from the equipment/channel by a minimum of 10 feet.**
- Main fusible disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 4X SSSL316 enclosure
- Enclosure to be:
 - Located outdoors in an unclassified area
 - Not located where temperatures drop below 0°C (32°F) frequently
 - Located where temperatures exceed 40°C (105°F) frequently
- Enclosure to include equipment
 - (1) FlexRake with 1/2HP motor driven by AB PF500 Series VFD with panel mounted keypad
 - (1) Washer Compactor with 1HP motor driven by AB PF500 Series VFD with panel mounted keypad
- PLC Based logic, to include
 - (1) Unitronics PLC with built-in HMI, (human-to-machine interface)
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, High Level, Remote start
 - Differential level controls with back up cycle timer
 - Adjustable on/off cycle timers
 - Machine runs when differential/upstream level is above setpoint, remote start or run timer is active then it will speed up based on size of differential/upstream level
 - Line reactor
 - HydroRanger 200HMI
- Weather protection devices inside enclosure
 - Heater, thermostat, panel air conditioner

Instrumentation

- (2) Siemens XPS-15F Ultrasonic Level Transducers, (transducers must be installed at least 1.00 foot above the highest anticipated water elevation)

Local to equipment mounted devices

- (2) Three Button NEMA 4/7/9 Enclosure for E-Stop, Jog-Reverse and Forward

Bar Screen Spare Parts

- (1) Drive Clevis Pin
- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) 14 oz Grease Tube
- (1) Snap Ring Tool
- (1) 1 oz. Anti-Seize Lubricant

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) AntiSeize Lubricant
- (1) 14 oz. grease tube

On Site Technical Assistance

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total onsite



- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Bar Screen - Warranty

- Two Year material and workmanship
- Five year warranty on all rotating parts (FlexRake only)

Washer Compactor - Warranty

- Five Year material and workmanship

Freight to Jobsite

Price: To be provided

Price is valid for 30 days.

Submittals: 8-10 weeks after approved purchase order, based on workload

Equipment Ship: 22-26 for PLC weeks after approval, based on workload

Clarifications:

General Clarifications

- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

Bar Screen Clarifications

- The bar screen will be shipped fully assembled.
- A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSSL parts. Modifications such as a sloped sump or downstream underflow weir may be necessary and is to be provided by others.
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting fumes only through the equipment enclosure.
- Field assembly of SSSL screen enclosure and side shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.
- Site to remove concrete at the deck to lengthen the current opening. See site specific drawing details



Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others

Controls Clarifications

- All conduit and field wiring between the equipment
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchors.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchors by others.
- Discharge system.
- Stilling wells.

Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 65% Invoiced at time of shipment
- 10% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- Subject to acceptance by our credit department.
- Provision for retainage is not included in this proposal.
- Pricing is subject to changes based upon time of order and current stainless steel prices.
- Terms may be negotiated upon request



Firm
Proposal Number
P10945 R1

DISCOVERY BAY

Right to Refuse:

This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements. This information may be relied upon and used for project estimating purposes only. Note In the event of cancellation of a purchase order or contract, Duperon Corporation will be compensated for all costs that it or its subcontractors have incurred for performance of work in good faith. Due to the current volatility of the steel market, prices may be impacted at time of order. Please be advised that Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Approved for Purchase by:

Signature

Date

Printed Name

Phone Number

Title

Company Name & Address



Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
2. **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
3. **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
4. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
5. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
6. **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
7. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
8. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
9. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a)The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b)Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
10. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation
11. **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

Duperon Corporation Terms and Conditions

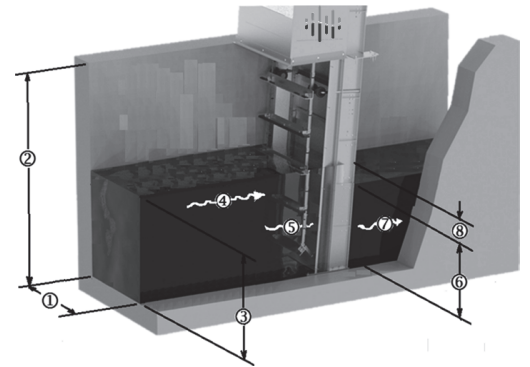
12. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor, Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
13. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
14. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
15. **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
16. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
17. **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
18. **WARRANTY:** DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.
19. **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced, and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. **IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASERS' CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.**
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal, which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan. Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to: Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



Custom Application Table
Bar Screen Headloss & Channel Hydraulics
 IMPERIAL (English) UNITS



Date:	7/15/2022
Project:	Discovery Bay
DC #:	P10945
Notes:	Max Water level - 5.5 ft Min water level - 3.5 ft 5 MGD Peak Flow 1.5 MGD Average flow

Case No.	Prod. Model	Flow Rate (MGD)	Opening Between Bars (in.)	Channel Width (ft.)	Unit Width (ft.)	Channel Depth (ft.)	Percent Blinding (%)	Bar thickness (in.)	Side Close-outs (ft.)	Base Plate Height (ft.)	Flow Coeff. (1/C ²)	Upstr. Water Level (ft.)	Upstr. Velocity (fps)	Slot Velocity (fps)	Downstr. Water Level (ft.)	Downstr. Velocity (fps)	Head Loss (in.)	Comments		
1	FPFS	5.00	0.25	2.00	2.00	18.95	25%	0.25	0.58	0.23	0.99	5.60	0.69	2.61	5.50	0.70	1.17			
2	FPFS	1.50	0.25	2.00	2.00	18.95	25%	0.25	0.58	0.23	0.99	3.52	0.33	1.25	3.50	0.33	0.27			

Duperon requires a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL FlexLinks lubricated and ensure an optimal amount of screening area. This does not apply to LowFlow, FR IQ, and GTS units.
 Head loss is calculated using Bernoulli equation: $HL=(1/C^2)(V^2-v^2)/(2g)$. Flow coefficient $(1/C^2)=1.43$ should be used for general applications (FP,HD,SCT,FRIQ;.62). $(1/C^2)=.99$ is used for teardrop bars (LF,FPFS,FPFS-M,FRIQ;.5,GTS). †
 At design average flow conditions, approach velocities should be no less than 1.25 fps, to prevent settling. ††
 Satisfactory designs have provided for velocities of 2 to 4 fps through the openings of mechanically cleaned screens.†††
 References: †Hydraulic Similarity of Headloss Predictions (WEF abstract) 2010, L.Botero, M.Woodley. ††Recommended Standards for Wastewater Facilities (10 States), 61.122 (2014). †††WEF MOP 8 5th ed. 2010.

Duperon Corporation | 1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com | © Copyright 2020. All Rights Reserved. | V.2021.10

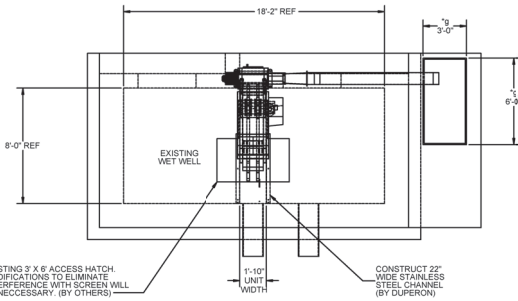
NOTE #1

VERIFY THAT THE PROPOSED INSTALLATION IS SUITED TO THE SITE.

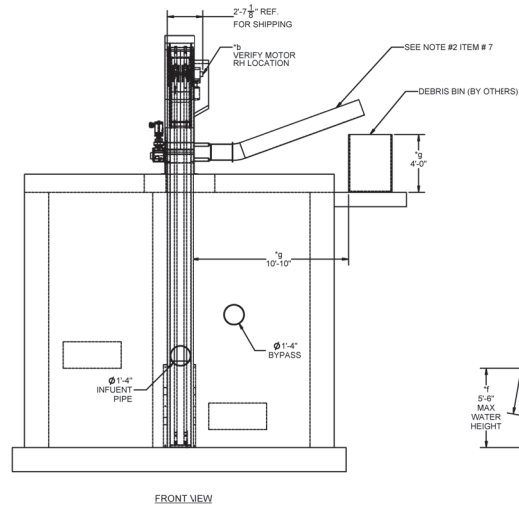
- VERIFY CHANNEL WIDTH DIMENSION.
- VERIFY MOTOR LOCATION.
- VERIFY CHANNEL HEIGHT. (2) PLACES
- VERIFY CHANNEL LENGTH AND DECK OPENING. (2) PLACES
- VERIFY MINIMUM DOWN STREAM WATER LEVEL.
- VERIFY MAXIMUM WATER HEIGHT.
- VERIFY DEBRIS BIN HEIGHT AND LOCATIONS. (4) PLACES

NOTE #2

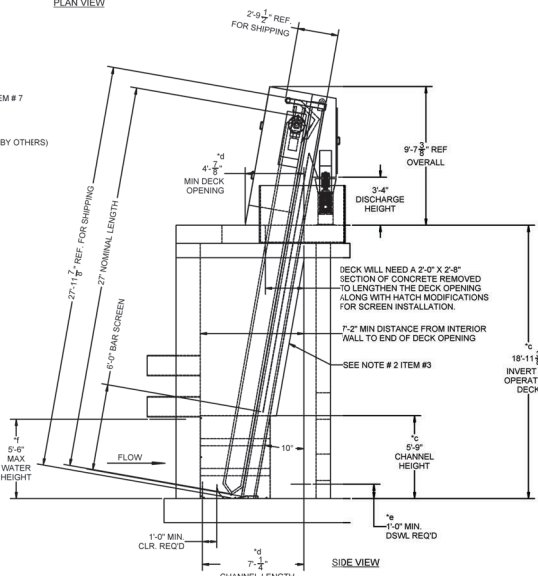
- BARSCREEN AND SCRAPERS NOT SHOWN FOR CLARITY.
- SITE DIMENSIONS ARE SUBJECT TO CHANGE UPON SITE VERIFICATIONS.
- FRONT AND REAR ENCLOSURE INCLUDED ABOVE OPERATING DECK. STAINLESS STEEL SIDE SHIELDS ARE INCLUDED FROM TOP OF CHANNEL TO OPERATING DECK TO PREVENT DEBRIS CARRYOVER.
- DECK SUPPORT ACCESSORIES ARE INCLUDED TO SPAN CHANNEL FOR SUPPORT/ANCHORAGE.
- PLATE GRATING AND HANDRAIL MODIFICATIONS AS REQUIRED (BY OTHERS).
- FOR SITES w/ FREEZING CONDITIONS A DEAD PLATE HEAT PAD, SLUICE AND WC HEAT TRACE/WRAP ACCESSORIES ARE RECOMMENDED. NOT INCLUDED AT THIS TIME.
- WASHER COMPACTOR CHUTE ROUTING SHOWN IS CONCEPTUAL. CHUTE ROUTING AND SUPPORT DETAILS (NOT SHOWN) WILL CHANGE BASED ON FINAL DESIGN AT TIME OF SUBMITTALS. FLOOR STAND SUPPORTS SHALL BE PROVIDED, AS REQUIRED, BY DUPERON. CEILING HANGER SUPPORTS SHALL BE SUPPLIED, AS REQUIRED, BY OTHERS.



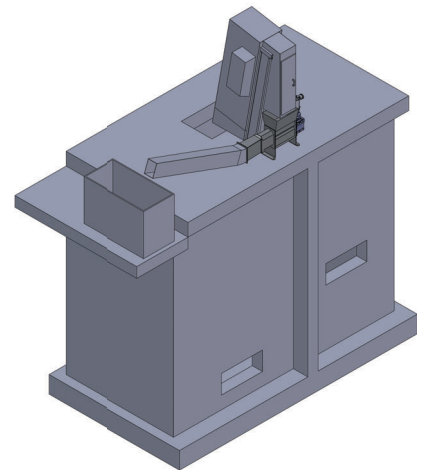
PLAN VIEW



FRONT VIEW



SIDE VIEW



REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED

<p>PROPOSAL</p> <p>DATE: 7/15/22</p> <p>DD: 7/15/22</p> <p>DD: 7/15/22</p> <p>DD: 7/15/22</p>		<p>DISCOVERY BAY #1 WWTP CA</p>
<p>CONCEPTUAL</p> <p>THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT A CONTRACT. DUPERON CORPORATION DISCLAIMS THE RIGHT TO REVISE, WITHHOLD, OR REVOKE THIS PROPOSAL, AT ANY TIME, WITHOUT NOTICE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>PROPRIETARY</p> <p>THIS DOCUMENT IS THE PROPERTY OF DUPERON CORPORATION AND SHALL BE RETURNED TO DUPERON CORPORATION UPON REQUEST. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND NOT CONTROLLED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p>		
<p>DATE: 7/15/22</p> <p>DD: 7/15/22</p> <p>DD: 7/15/22</p> <p>DD: 7/15/22</p>		<p>DISCOVERY BAY #1 WWTP CA</p>



DUPERON®

FLEXRAKE® FP PLATFORM

THRU-BAR™ TECHNOLOGY

The FlexRake FP platform is engineered to be the first line of defense to maintain process treatment integrity. It is a proven workhorse that just keeps running, easily managing a wide range of flow and debris variations, reliably and without shutdown. The FlexRake combines mechanical simplicity, long product life and set the standard for adaptability.

THE DUPERON DIFFERENCE

FLEXIBLE DESIGN

- *Adapts to a range of unpredictable flow and debris conditions without operator intervention*

PROCESS RESILIENCE

- *Effective fine solids removal through a broad range of flow and debris conditions so downstream assets remain protected*

RELIABLE OPERATION

- *The FlexRake adapts to handle grease, grit, first flushes, rags, large or unusual debris (2x4s, bricks or sewer plugs) without shutdown or operator intervention*

LOW COST OF OWNERSHIP

- *With few parts and minimal maintenance required, Duperon equipment is easy to install, own, and operate*

NO IN-CHANNEL MAINTENANCE

- *Eliminates the need for confined space entries to manage routine maintenance and jamming*

CUSTOMIZABLE

- *Engineered to fit the unique needs of your site*

DUPERON®
FLEXRAKE® FP
 PLATFORM

ADAPTIVE TECHNOLOGY

The FlexRake FP platform is specifically engineered for difficult-to-capture debris, making it ideal for wastewater and industrial applications. Backed by proven performance in over 1800 installations and 25+ years of application experience, FlexRake technology offers effective preliminary treatment to ensure downstream process integrity.

HOW THE FLEXRAKE WORKS



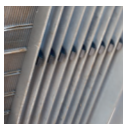
1
 The FlexLink™ articulates to a 90 degree angle, closing on the drive pin. Once closed, the sprocket drives the link system forward.



2
 As it leaves the drive sprocket, the FlexLink™ locks into a solid bar, forming its own frame.

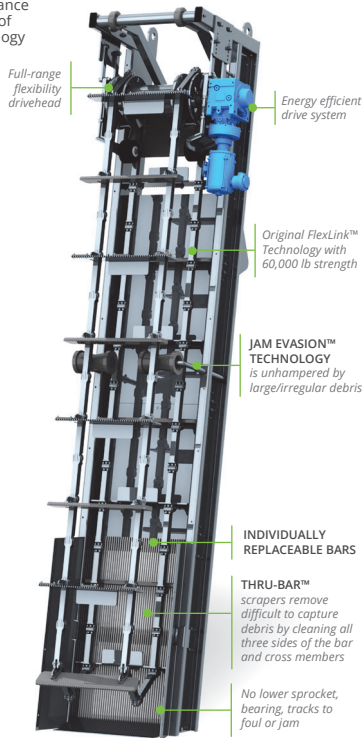


3
 The FlexLink™ forms its own rotating framework at the bottom of the channel.



4
 Industry-leading Thru-Bar scrapers engage into the bar screen, cleaning all 3 sides of the bar and the horizontal cross member.

PROVEN STANDARD OF SIMPLICITY
 In 1995, Duperon invented the FlexRake and transformed the water and wastewater industry



DUPERON®
FLEXLINK™

The achievement of mechanical simplicity requires the design of one part doing more. The simplicity of the Duperon FlexRake is possible through the multi-functioning action of one part: the FlexLink. This innovative design allows the link to function as a frame, lower sprocket, and connection point for scrapers, driven by a single sprocket. Since it is not trapped by a fixed path of travel, the FlexLink also allows the entire raking mechanism to flex, pivot and discharge large or irregular shaped debris that makes its way into the channel. The FlexLink assures reliable, adaptable, and trouble-free plant protection through its long product life cycle.

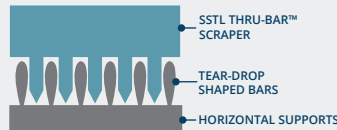
DUPERON'S SOLUTION TO:

- Lower sprockets
- Tracks
- Lubrication points
- Jamming
- Bearings
- Fouling
- Confined space entries
- High maintenance



FLEXRAKE® FPFS

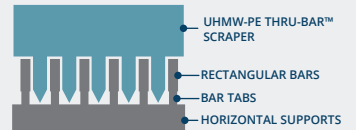
¼ in, ⅜ in, ½ in bar opening



SUPERIOR PERFORMANCE
 High capture rate and efficient hydrodynamics allow for more favorable flow conditions and less headloss

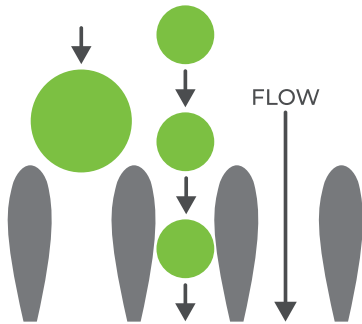
FLEXRAKE® FP

¾ in or greater bar opening



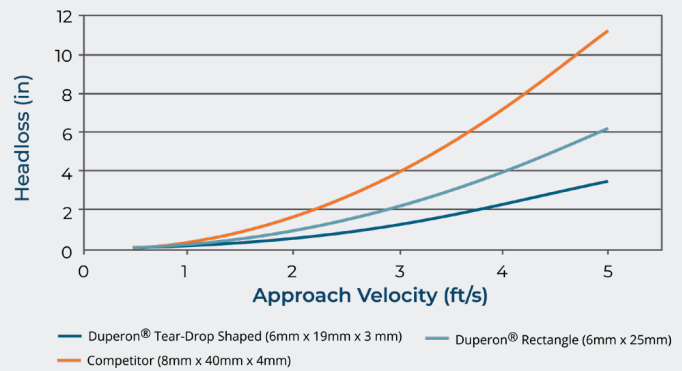
FLEXRAKE® FPFS TEAR-DROP SHAPED BARS

Due to the tear-drop bar shape, large items are captured at the face of the bar screen to be removed by a scraper. Smaller debris passes through without getting lodged between bars.



THE MOST EFFICIENT BARS IN THE INDUSTRY

Tear-Drop Shaped Bars vs. Other Type Bars



Tear-drop shaped bars translate to less headloss, less energy loss (for pumps), and decreased slot velocities for improved capture

PRODUCT DATA

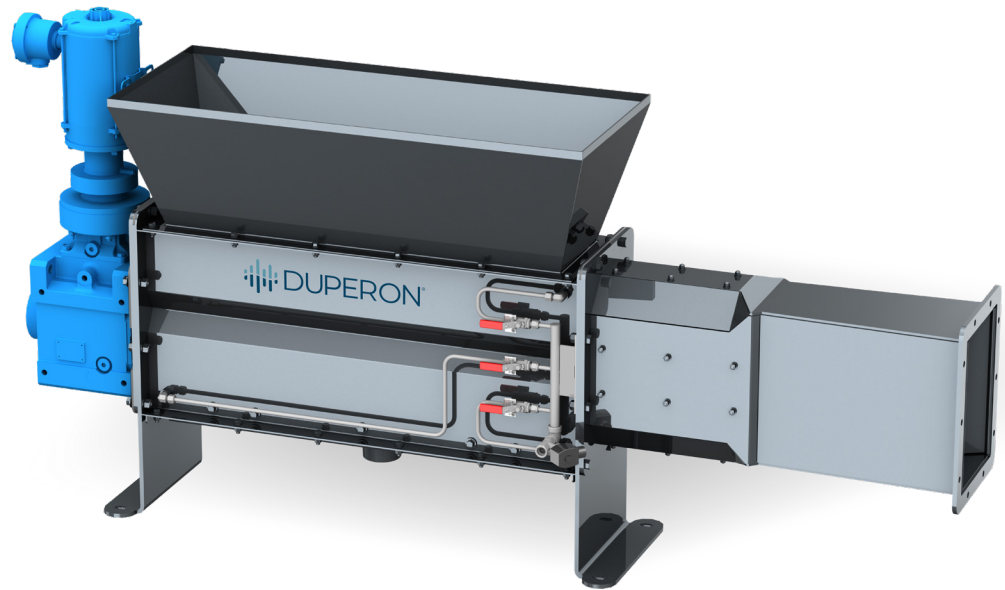
FLEXRAKE® FP

FLEXRAKE® FPFS

BAR OPENINGS	$\frac{5}{8}$ in - 4 in	$\frac{1}{4}$ in, $\frac{3}{8}$ in and $\frac{1}{2}$ in
BAR SHAPE	Rectangular bar	Tear-drop shaped bar
SCRAPER CONFIGURATION	UHMW-PE Thru-Bar™	SSTL Thru-Bar™ and UHMW-PE staging scrapers
UNIT WIDTH	2 ft to 12 ft, single strand unit available 18 in to 24 in	
UNIT LENGTH	10 ft to 100 ft	
MATERIAL OF CONSTRUCTION	Available in 304 or 316 SSTL	
FLOW CAPACITY	Designed to your site	
CLEANING FREQUENCY	1 discharge per minute on low, 4 discharges per minute on high	
LIFTING CAPACITY	1,000 lbs, 3,000 lbs option available	
ANGLE OF INSTALLATION	Vertical to 45 degrees, dependent upon site	
TYPICAL MOTOR	$\frac{1}{2}$ hp inverter duty, explosion proof	
STANDARD CONTROLS	Packages range from simple start/stop to sophisticated automation. Motor overload protection provided	
OPERATION OPTIONS	Continuous/manual, automatic with timer, float, SCADA, differential/high-level sensing options with I/O as needed	
APPLICATIONS	<ul style="list-style-type: none"> Preliminary treatment Headworks Pump/lift stations Combined sewer overflows 	<ul style="list-style-type: none"> Pulp & paper mills Food & beverage Raw water intakes Prisons

DUPERON®
WASHER COMPACTOR
 DUAL AUGER UNIT

Washer compactors automate the solids handling process efficiently and provide a bottom-line impact to meet hauler requirements and reduce landfill volume. The Duperon Washer Compactor is a patented, dual auger unit, specifically designed to handle the debris variations that a FlexRake® could potentially discharge. It combines mechanical simplicity and strength to achieve reliable performance and lower disposal costs.



THE DUPERON
DIFFERENCE

WHAT GOES IN, COMES OUT

- *Positive displacement from patented dual augers processes debris forward, prevents slipping, wrapping, clinging, and bridging*

CONSISTENT COMPACTION

- *The self-regulating compaction zone delivers consistent dry solids, regardless of debris or volume*

FLEXIBLE DISCHARGE

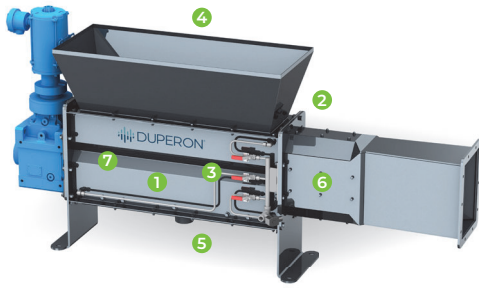
- *The Discharge Extension Option transports compacted screenings up to 40 ft in any direction without additional mechanized conveyance*

HIGH PERFORMANCE TO IMPACT BOTTOM-LINE

- *Reliably provides up to 84% volume reduction and 60% dry solids to minimize odor, meet hauler standards, and reduce landfill costs*



WASHER COMPACTOR FEATURES



7 POSITIVE DISPLACEMENT
Counter-rotating patented dual augers process debris forward, preventing slipping, wrapping, clinging and bridging

- 1 HOUSING GEOMETRY**
Controls potential for "slip flow" when processing grease, septage and other similar debris
- 2 NON-BATCHING**
Continuous flow
- 3 SELF-CLEANING STRAINER**
Eliminating brushes and relieves clogging
- 4 DESIGNED FOR DUTY**
Designed to process debris variations that a FlexRake® could occasionally discharge, like rocks, grease, clothing, concrete and metal up to 4 inches
- 5 NON-CLOGGING FLOOD WASH PORT**
Ideal for non-potable water
- 6 NO FIXED REDUCTION COMPACTION**
A proprietary self-regulating compaction zone controls pressure, regardless of volume for consistent dry solids

HOW IT WORKS

The Duperon® Washer Compactor is a powerful system that uses self-cleaning dual augers in a counter rotation to prevent wrapping and to help separate organic and inorganic materials. The dual augers use positive displacement, to continuously move debris forward for cleaning, compaction, and discharge. Flood washing ports clean screenings and return organics back to the channel. A proprietary self-regulating compaction zone provides consistent pressure, regardless of volume and debris composition.

Unlike other technologies, the Duperon Washer Compactor typically compresses debris before it enters the discharge chute, so it does not rely on fixed reduction compaction (using the friction of screenings in the chute to compact). The internally controlled compaction allows Duperon equipment to push a plug column with little to no resistance to extended locations. The captured solids are delivered in an enclosed chute to the desired discharge point, with minimal odor and vector-free.



THE DISCHARGE EXTENSION OPTION

The patent-pending Discharge Extension Option (DEO) can transport debris up to 40 feet in any direction, even vertically, eliminating the need for additional motor-driven conveyance systems. The dual augers, combined with the geometry of the chute layout, produce backpressure. This backpressure allows the weight of the plug column (not friction from the chute) to dewater and compact debris. This allows the DEO to easily transport compacted screenings long distances, without resistance and without requiring the augers to extend to the discharge point.

THE DEO PROVIDES SIGNIFICANT COST SAVINGS BY:

- Reducing the length of the bar screen extending multiple levels
- Eliminating additional conveyance, motors and associated maintenance
- Eliminating manual labor and debris handling of captured screenings

WASHER COMPACTOR DISCHARGE CHUTE ACCESSORIES



HEAT BLANKET:
The Washer Compactor hopper, compaction zone and discharge chute can be thermally protected from cold temperatures with the addition of the Heat Blanket with integral heat trace.



BAGGER:
The Bagger System attaches to the discharge chute for applications where bag dispensing and odor control are required. Included is a 90 meter length of continuous feed bags.



DROP SLEEVE:
This flexible Drop Sleeve is an economical way to direct and contain downward debris discharge. Also used where waste container hauling may cause damage to metal discharge chutes.



CASTER ASSEMBLY:
Optional casters allow for flexible placement of the Washer Compactor and simple movement of the unit.



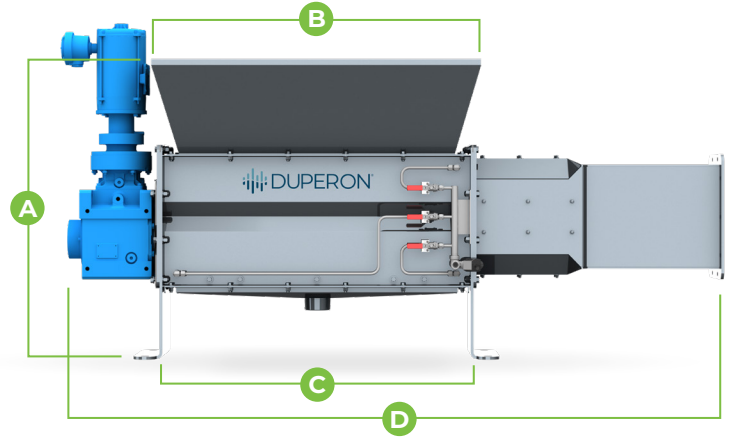
HOPPER LEVEL SENSOR:
Used in applications where a sluice discharges into the washer compactor. If the float trips, sluice water will turn off to avoid the hopper overflowing.



HOPPER BYPASS:
A 6 inch bypass plumbed with Fernco styte fittings to avoid hopper overflowing, drains excess debris back into the channel in front of the bar screen to be re-captured.



	BODY SIZE 1	BODY SIZE 2	BODY SIZE 3
A Typical hopper height (in)	38	38	38
B Hopper length (in)	27	43	67
C Distance between washer compactor legs (in)	24	40	64
D Overall length (in)	69	85	109



PRODUCT DATA

SIZING	3 sizes to accomadate site flow and capacities
WATER	<ul style="list-style-type: none"> Utilizes filtered effluent or municipal water Washer consumes 3-10 GPM Requires 40 psi-60 psi Drain connection 3 in NPT Supply connection 1/2 in NPT
UTILITY	120/240 volt, 1 PH 240/480 volt, 3 PH (0.6 kW/2.3 kW/3.8kW)
DRIVE	1 hp, 3 hp, 5 hp inverter duty motors available
MATERIAL OF CONSTRUCTION	304 SSSL or 316 SSSL, SSSL spur gears (17 - 4 PH) Self-lubricating main auger bearings
BAR SCREEN FLOWS	Flows up to 100 MGD* *flow values are based on MOP8 values through a ¼ inch bar screen
PEAK CAPACITY	Available from: 30 cu ft/hr - 150 cu ft/hr
TYPICAL PERFORMANCE	Up to: 30% - 60% dry solids 60% - 70% weight reduction Significantly decreases odor and fecal content
STANDARD CONTROLS	Packages range from simple start/stop to sophisticated automation Motor overload protection provided
OPERATION OPTIONS	Continuous while screen is running with off-delay capability to clear hopper
APPLICATIONS	<ul style="list-style-type: none"> Municipal wastewater Combined sewer overflow Pump stations Lift stations Industrial wastewater Other non-standard applications where debris is variable or difficult

Please see the attached Firm Proposal package for the P10945 R1 Discovery Bay, CA project. It includes a firm proposal, hydraulic calculations, and information sheets about the products being provided. I've attached the Firm scope and pricing sheet above. The full 2D and 3D drawings can be found in the link below.

[P10945 Discovery Bay CA](#)

Please note some of the details about the quote below.

- Includes 1 FPFS screen approximately 2ft x 27ft with ¼" openings for a 10 degree from vertical installation.
 - Primarily constructed of 316SSTL
 - Duperon to supply the stainless channel – it will consist of (2) Panels 5 ft wide x 5.75 ft tall
 - Includes 316SSTL side shields that extend from the top of the steel channel to the operating deck (approx 13ft)
 - Includes Weld Passivation after manufacturing
 - Screen includes extended warranty - 2 yrs material and workmanship & 5 yr warranty on all rotating parts
 - The site will have to remove concrete at the deck to lengthen the current opening. See site specific drawing for finer details
- Includes 1 Duperon Washer Compactor – 1 HP
 - Primarily constructed of 316SSTL
 - Includes flexible drop chute
 - Includes Weld Passivations
 - Washer Compactor includes extended warranty- 5year warranty on material and workmanship
- Includes PLC based controls with Dual ultrasonic transducers, AC Unit, Heater & Thermostat
- Includes PE stamp and Seismic review for barscreen
- Anchors are being supplied by Duperon

Additionally, we did review the previous screens that were provided to the site to see what cost we could omit on this proposal. Unfortunately, dimensionally this screens is quite a bit different than the screens we previously provided so there wasn't much engineering cost that could be omitted. Had these been the same dimensions as the previous we could have cleared much of the engineering cost associated with the equipment. If you have any additional questions or concerns please don't hesitate to reach out to us.

Enjoy your vacation next week.

Thanks Simon

Alex Peruski

Sales Project Manager

Duperon Corporation | 1200 Leon Scott Court | Saginaw, MI 48601 | TF 800.383.8479 | P 989.295.7063

[Website](#) | [Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

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----- Forwarded message -----

From: **Gregory Harris** <gharris@herwit.com>
Date: Fri, Jul 8, 2022, 4:06 PM
Subject: New bar screen for discovery bay
To: Simon Morris <simonmorris@jbiwater.com>

Simon,

I left you a message earlier. We are interested in purchasing a new bar screen and washer compactor for the influent pump station at Discovery Bay. We need a single bare screen and compactor. We would want every thing the same as the last two screens and compactor you just delivered but for a taller screen and the control panel set up for only 1 screen and washer compactor.

5 mgd flow

316 SS construction

The Town is ready to move immediately with Anderson to install this screen provided the cost is within reason and budget.

Please provide a firm budget cost by 7/15. We have a short window to get board approval and get the project put together while Anderson is still on site.

Thank you.

Gregory Harris

HERWIT Engineering

Phone 925-672-6599



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 3, 2022

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

Agenda Title

Discussion and Possible Action to Approve a Contract with Architecture and Engineering Transformed ("AETypic") for Architecture Consulting Services Related to a New District Main Office Building.

Recommended Action

Authorize the General Manager to contract with Architecture and Engineering Transformed ("AETypic") to conduct Needs Assessment consulting and provide Architectural Concept & Designs for the construction of the Town of Discovery Bay District office building, in an amount not to exceed \$32,338 +15% contingency.

Executive Summary:

On March 2, 2022, the Board of Directors established an Ad-Hoc Committee designated "District Office Planning Ad Hoc Committee" ("Committee"). The Committee is comprised of two board members for the purpose of carrying out the functions of the District Office planning, including the following functions:

- Investigating and developing options for acquiring or building a future District office.
- Provide recommendations regarding options for acquiring or building a future District office.

In the first week of May 2022, the Committee conducted five interviews of potential architect firms to discuss their qualifications and projects. The Committee convened after the interviews and selected the top three firms to provide the Committee with proposals.

The Committee reviewed the proposals comprehensively and chose to move forward with AETypic. AETypic's initial meet-and-greet interview impressed the Committee. They were the most prepared and provided the Committee with an introductory presentation highlighting their qualifications, projects they have completed, references, and knowledge of the District. The submitted proposal was the most comprehensive and detailed of the three proposals.

The Committee recommends approving the proposal from AETypic and authorizing the General Manager to enter into an agreement not to exceed the attached proposal amount of \$32,338 +15% contingency.

Previous Relevant Board Actions for This Item

Approval of Resolution 2022-07A

Attachments

1. Architecture and Engineering Transformed ("AETypic") Proposal.

AGENDA ITEM: F2



Proposal for
Needs Assessment & Conceptual Design for
Town of Discovery Bay
Community Service District
New Town Office Building



AET.

aetypic.com

7 Freelon Street
San Francisco, CA 94107
415.762.8388

ABOUT US





Aetypic is an integrative design practice in architecture and engineering for the built environment. Our vision is to enrich and sustain the human environment. Named after a derivation of the Latin term, atypical, Aetypic is a dynamic and progressive practice driven toward innovation through creative and interdisciplinary design solutions. The firm, based in San Francisco consists of over 20 professionals.

Aetypic provides the following services:

- > Architecture
- > Structural Engineering
- > Civil Engineering
- > Construction Management

Aetypic's specific experience includes the following markets for both new projects and renovation work:

- > Science and Technology
- > Educational + Research including labs and clean rooms
- > Healthcare
- > Commercial + Office/TI
- > Residential Multi-Family + Mixed Use
- > Government
- > Transit + Maintenance

Clients include:

- > Lawrence Livermore National Laboratory
- > Department of Veteran Affairs
- > Sutter Health
- > Kaiser Foundation Health Plan
- > US Navy and US Marine Corps
- > UC System
- > City + County of San Francisco
- > and many private owners

Aetypic
7 Freelon Street
San Francisco, CA 94107
415.762.8388

aetypic.com

Services

architecture

- > New Construction
- > Renovations + Additions
- > Historic Restoration
- > Master Planning + Site Planning
- > Programming + Space Planning
- > Pre-design
- > Design Development
- > Construction Documents
- > Construction Administration
- > Building Code + Accessibility Compliance
- > Graphic Design
- > BIM + Modeling + Analysis + Design
- > Sustainable Design
- > Property Condition Reports

structural engineering

- > Design of Concrete, Steel, Wood and Masonry Structures
- > Dynamic Analysis of Above + Below Grade Structures
- > Finite Element Analysis
- > Seismic Evaluation + Retrofit of Existing Structures and Bridges
- > Unreinforced Masonry Buildings
- > Earthquake Engineering
- > Retaining Walls + Shoring Systems
- > Anti-Terrorism Force Protection
- > BIM

construction management + inspection

- > Condition Assessments
- > Inspections
- > Constructability Review
- > Value Engineering
- > Project Controls
- > Scheduling
- > Progress Reporting
- > Construction Observation + Administration

civil engineering

- > Master Planning + Site Planning
- > Site Grading + Earthwork
- > Underground Utilities
- > Storm Drainage + Sanitary Sewer Systems
- > Water Distribution Systems
- > Hydraulic + Hydrology Modeling and Analysis
- > Roads + Bridges
- > Pavement Delineation
- > Parking Layout
- > Low Impact Development
- > Stormwater Management + Control Plan
- > Land Stabilization + Slide Repair
- > BIM
- > Erosion/Sedimentation Control Plan
- > Qualified SWPPP Developer (QSD) and Practitioner (QSP)



Aetypic provides full A/E services in architecture, civil engineering, and structural engineering. Our strength: listening and multidisciplinary project partnering. Our mission: to enhance our experience with our environment with quality, sustainable design solutions.

Why Partner with Aetypic?

We've completed hundreds of projects for government agencies, municipalities, and private entities that manage facilities and infrastructure assets.

- > Focus on government clients
- > Exceptional track record
- > Second generation family run business
- > Small Business Style Communication with stability for managing large prime contracts
- > Established relationships with reliable subconsultants



SCOPE OF WORK & FEE



PROPOSED SCOPE OF WORK_R1 (07/26/2022)

I. Needs Assessment

A. Existing Conditions

- Prepare analysis of existing global site context including existing facilities, environmental, and security factors.
- Assess the condition and adequacy of existing facilities for current use.
- Prepare site analysis of up to one (1) proposed District-owned site.

B. Zoning and Code Analysis

- Research applicable municipal, county, and state codes and local zoning ordinances.
- Analyze zoning requirements for up to one (1) proposed District-owned site.

C. Programming / Space Planning

- ~~• Develop and distribute a written questionnaire to solicit targeted occupant input and develop a list of important planning considerations and use scenarios.~~
- ~~• Develop a series of space planning graphic diagrams to allow District staff to quickly visualize space usage and assist in soliciting user input.~~
- ~~• Conduct interviews with District staff to determine the current and future use projections.~~
- Work with District staff to identify a set of Primary Goals and Principles to guide the process of assessing Conceptual Design Options.
- ~~• Prepare a Base Program of Requirements detailing the program spaces and area details.~~
- Consult / Coordinate with District staff as the District prepares the Base Program of Requirements and space planning diagrams.
- Prepare Space Adjacency Diagrams based on District provided Base Program of Requirements and space planning diagrams.

II. Conceptual Design

D. Conceptual Design Options (3)

- Prepare a maximum of six (6) Preliminary Design Sketches.
- Conduct review of Preliminary Design Sketches with District leadership to identify three (3) sketches for further development and analysis as Conceptual Design Options.
- Develop three (3) Conceptual Design Options including Building Floor Plan, Site Development Plan, Primary Building Elevation, and breakdown of relevant Building Data.
- Prepare Design Narratives for (3) Conceptual Design Options detailing the general planning and design principles, adherence to primary goals and principles, and summary of advantages and disadvantages.

E. Statements of Probable Cost (SOPC)

- Prepare a Statement of Probable Cost (SOPC) for three (3) Conceptual Design Options.
- Prepare a Comparative Analysis of the Building Data and Probable Project Costs of three (3) Conceptual Design Options to assist District leadership in selecting one (1) option for eventual development.

III. Final Documents

F. Needs Assessment and Conceptual Design Report

- Prepare a comprehensive Needs Assessment and Conceptual Design Report documenting and summarizing the Needs Assessment and Conceptual Design process.

PROPOSED SUBMITTALS & MEETINGS_R1 (07/26/2022)

I. Submittals (4)

1. ~~Draft Needs Assessment~~
 - ~~Intended for review and approval by District leadership prior to start of Conceptual Design.~~
2. Preliminary Design Sketches
 - Intended for review and approval by District leadership prior to development of Conceptual Design Options.
3. Conceptual Design Options (3)
 - Intended for review and approval by District leadership prior to start of Final Documents.
4. Draft Needs Assessment and Conceptual Design Report
 - Intended for review and approval by District leadership.
5. Final Needs Assessment and Conceptual Design Report

II. In-Person Meetings / Site Walks (4)

1. Kickoff Meeting / Initial Site Investigation
 - Performed at the start of (A) Existing Conditions.
2. ~~Programming Interviews~~
 - ~~Performed during (C) Programming / Space Planning.~~
3. ~~Draft Needs Assessment Review Meeting~~
 - ~~Performed at the conclusion of (Part I) Needs Assessment prior to the start of (Part II) Conceptual Design.~~
4. Preliminary Design Review Meeting
 - Performed after submittal of (D.1) Preliminary Design Sketches.
5. Conceptual Design Review Meeting
 - Performed after submittal of (D.3) Conceptual Design Options and (D.4) Conceptual Design Narratives and prior to forwarding options on to Cumming for (E) Statements of Probable Costs.
6. Draft Report Review Meeting
 - Performed after submittal of (F.1) Draft Needs Assessment and Conceptual Design Report.

PROPOSED FEE_R1 (07/26/2022)

We propose to provide the Architectural Services noted herein on a time and materials basis in accordance with the 2022 Aetypic Fee Schedule, see attached.

We propose a not-to-exceed of \$32,338

Task	Scope of Services	HOURS				LABOR				ODCs	SUB MARKUP	TOTAL
		AET.				AETYPIC	CUMMING - Cost Estimation	Subtotal Subs	Total Labor			
		Project Manager	Project A/E	Job Captain	CAD Specialist / Designer							
Hourly Billing Rate		\$200.00	\$165.00	\$145.00	\$135.00					10%		
Part I - Needs Assessment												
A Existing Conditions												
A.1	Kickoff Meeting / Initial Site Investigation	2	2	2	0	\$ 1,020	\$ -	\$ -	\$ 1,020	\$ 100	\$ -	\$ 1,120
A.2	Global Site Context Analysis (1 Site)	0	0	1	2	\$ 415	\$ -	\$ -	\$ 415	\$ -	\$ -	\$ 415
A.3	Existing Facility Analysis	0	0	2	4	\$ 830	\$ -	\$ -	\$ 830	\$ -	\$ -	\$ 830
A.4	Site Analysis (1 Site)	0	0	1	2	\$ 415	\$ -	\$ -	\$ 415	\$ -	\$ -	\$ 415
Subtotal (Task A)		2	2	6	8	\$ 2,680	\$ -	\$ -	\$ 2,680	\$ 100	\$ -	\$ 2,780
B Zoning and Code Analysis												
B.1	Code and Zoning Research	0	2	2	4	\$ 1,160	\$ -	\$ -	\$ 1,160	\$ -	\$ -	\$ 1,160
B.2	Zoning Analysis (1 Site)	0	1	1	2	\$ 580	\$ -	\$ -	\$ 580	\$ -	\$ -	\$ 580
Subtotal (Task B)		0	3	3	6	\$ 1,740	\$ -	\$ -	\$ 1,740	\$ -	\$ -	\$ 1,740
C Programming / Space Planning												
C.1	Programming Questionnaire	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.2	Space Planning Graphics	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.3	Interviews & Data Collection	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.4	Primary Goals and Principles	0	0	2	0	\$ 290	\$ -	\$ -	\$ 290	\$ -	\$ -	\$ 290
C.5	Base Program of Requirements	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.6	Space Adjacency Diagrams	0	2	2	4	\$ 1,160	\$ -	\$ -	\$ 1,160	\$ -	\$ -	\$ 1,160
C.7	Draft Needs Assessment	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.8	Draft Needs Assessment Review Meeting	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.9	Needs Coordination / Consultation	2	2	0	0	\$ 730	\$ -	\$ -	\$ 730	\$ -	\$ -	\$ 730
Subtotal (Task C)		2	4	4	4	\$ 2,180	\$ -	\$ -	\$ 2,180	\$ -	\$ -	\$ 2,180
Subtotal Part I - Needs Assessment		4	9	13	18	\$ 6,600	\$ -	\$ -	\$ 6,600	\$ 100	\$ -	\$ 6,700
Part II - Conceptual Design												
D Conceptual Design Options (3)												
D.1	Preliminary Design Sketches (6 Sketches)	3	6	6	12	\$ 4,080	\$ -	\$ -	\$ 4,080	\$ -	\$ -	\$ 4,080
D.2	Preliminary Design Review Meeting	2	2	2	0	\$ 1,020	\$ -	\$ -	\$ 1,020	\$ -	\$ -	\$ 1,020
D.3	Conceptual Design Options (3 Options)	3	6	9	12	\$ 4,515	\$ -	\$ -	\$ 4,515	\$ -	\$ -	\$ 4,515
D.4	Conceptual Design Narratives (3 Options)	3	3	6	0	\$ 1,965	\$ -	\$ -	\$ 1,965	\$ -	\$ -	\$ 1,965
D.5	Conceptual Design Narrative Review Meeting	2	2	0	0	\$ 730	\$ -	\$ -	\$ 730	\$ 100	\$ -	\$ 830
Subtotal (Task D)		13	19	23	24	\$ 12,310	\$ -	\$ -	\$ 12,310	\$ 100	\$ -	\$ 12,410
E Statement of Probable Cost (SOPC)												
E.1	Statements of Probable Cost (3)	0	0	1	0	\$ 145	\$ 5,625	\$ 5,625	\$ 5,770	\$ -	\$ 563	\$ 6,333
E.2	Comparative Cost Analysis	1	0	2	0	\$ 490	\$ -	\$ -	\$ 490	\$ -	\$ -	\$ 490
Subtotal (Task E)		1	0	3	0	\$ 635	\$ 5,625	\$ 5,625	\$ 6,260	\$ -	\$ 563	\$ 6,823
Subtotal Part II - Conceptual Design		14	19	26	24	\$ 12,945	\$ 5,625	\$ 5,625	\$ 18,570	\$ 100	\$ 563	\$ 19,233
Part III - Final Documents												
F Needs Assessment and Conceptual Design Report												
F.1	Draft Needs Assessment and Conceptual Design Report	4	4	10	10	\$ 4,260	\$ -	\$ -	\$ 4,260	\$ -	\$ -	\$ 4,260
F.2	Draft Report Review Meeting	2	2	0	0	\$ 730	\$ -	\$ -	\$ 730	\$ 100	\$ -	\$ 830
F.3	Final Needs Assessment and Conceptual Design Report	1	1	4	2	\$ 1,215	\$ -	\$ -	\$ 1,215	\$ 100	\$ -	\$ 1,315
Subtotal (Task F)		7	7	14	12	\$ 6,205	\$ -	\$ -	\$ 6,205	\$ 200	\$ -	\$ 6,405
Subtotal Part III - Final Documents		7	7	14	12	\$ 6,205	\$ -	\$ -	\$ 6,205	\$ 200	\$ -	\$ 6,405
Grand Total Parts I-III		25	35	53	54	\$ 25,750	\$ 5,625	\$ 5,625	\$ 31,375	\$ 400	\$ 563	\$ 32,338

Any additional Reimbursable Expenses not noted above are not included in the proposed fee and shall be according to the 2022 Aetypic Fee Schedule.

Additional services beyond those described above, performed with your prior approval, will be billed on a time and materials basis in accordance with the 2022 Aetypic Fee Schedule.

FEE SCHEDULE

<u>PROFESSIONAL AND SUPPORT SERVICES</u>	<u>2022</u> <u>HOURLY RATE</u>
Senior Principal A/E ¹	\$250
Principal A/E	\$230
Project Manager/Senior Eng/Arch III	\$200
Project Eng/Arch II	\$165
Associate A/E	\$155
Senior Staff Eng/Job Captain	\$145
Staff Eng/Arch I	\$135
CAD Specialist/Designer ³	\$135
Creative Services/ Graphic Designer ³	\$130
Senior Field Technician ^{2, 3}	\$130
Field Technician ^{2, 3}	\$120
Project Administrator ³	\$110
Clerical Administrator ³	\$100

¹ Architects, Engineers, Scientists, Geologists

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

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

OTHER DIRECT COSTS [ODC]

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

1. Consultant and Subcontracted Services
2. Travel: Airfare, Auto Rental, Parking, Toll
3. Subsistence: Lodging, Meals and Incidentals
4. Auto Mileage: \$0.585 per mile
5. Field Vehicles: \$85 per day
6. Other Direct Expenses: Field Expenses, Equipment Rental, Special Fees, Permits, Printing, Reproduction, Express Mail, Delivery, etc.
7. In-house Reimbursable Expenses are as follows:
 - a. B/W copy (8 1/2X11): \$0.20 /sheet; B/W copy (11X17): \$0.45/sheet
 - b. Color copy (8 1/2X11): \$1.25 /sheet; Color copy (11X17): \$1.50/sheet
 - c. Drawing Copy (14X20): \$6.00/sheet; Drawing Copy (28X40): \$12.00/sheet
 - d. Plotting: \$20.00 /sheet; Mylar (28X40): \$32/sheet; Digital Media: \$15.00 /disc
 - e. 1/2" Binder: \$3.00; 1" Binder: \$4.00; 2" Binder: \$6.00; 3" Binder: \$8.00

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

SCHEDULE



PROPOSED PRELIMINARY PROJECT SCHEDULE

We propose for work to proceed immediately upon receipt of approved contract. Durations noted below are in business days and include time for Town review or approval. Schedule to be adjusted for any unforeseen impacts caused by the Town of Discovery Bay.

Proposed Preliminary Project Schedule	Q2 2022			Q3 2022			Q4 2022			
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<input type="checkbox"/> Scope of Services			111d							
<input type="checkbox"/> Part I - Needs Assessment			39d							
A - Existing Conditions			15d							
B - Zoning and Code Analysis			15d							
C - Programming / Space Planning			25d							
<input type="checkbox"/> Part II - Conceptual Design				44d						
D - Conceptual Design Options (3)				30d						
E - Statement of Probable Cost (SOPC)					15d					
<input type="checkbox"/> Part III - Final Documents							30d			
F - Needs Assessment and Conceptual Design Report							30d			





AET. LEADERSHIP

Steve Grist AIA, NCARB Partner, Senior Vice President



Years Experience

> 10

Education

> M.Arch, Academy of Art University
San Francisco CA

Professional Data

> Registered Architect, CA #C 38168
> NCARB certification

Project Types

> Residential + Multi-Family Housing
> Commercial + Mixed-Use
> Educational
> Institutional
> Civic
> Healthcare
> Science + Technology

Relevant Projects:

- » Cartoon Art Museum, San Francisco, CA
- » Hebron Heights Recreation Center, Salina, CA
- » EBMUD Main Wastewater Treatment Plant Improvements, Oakland, CA
- » City of Greenfield Recreation Center, Greenfield, CA
- » NAVFAC 60K sf Office Facility for 900 employees at San Diego, CA Naval Base
- » The Vintage Club, Clubhouse Renovation, Indian Wells, CA
- » US Navy, Alert Force Complex, Travis Air Force Base, Fairfield, CA



David Tritt AIA, NCARB, IIDA Senior Architect / Designer

Years Experience

> 40+

Education

> M.Arch, University of Pennsylvania
> B.Arch, The Ohio State University

Professional Data

> Registered Architect, CA #C10748
> NCARB certification
> IIDA certification

Project Types

> Educational
> Institutional
> Civic
> Commercial
> Residential + Multi-Family Housing



Relevant Projects:

- » Farmers & Merchants Bank, Redondo Beach, CA
- » Emeryville City Hall, Emeryville, CA
- » Kaiser Permanente, Oakland Medical Center, Oakland, CA
- » (Redwood City Town Hall and Offices, Redwood City, CA)
- » Oriental Warehouse Lofts, San Francisco, CA
- » Cartoon Art Museum Renovation, San Francisco, CA





Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

August 3, 2022

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

Agenda Title:

Discussion and Possible Action to Approve a Car Show Event in Cornell Park on September 24, 2022.

Recommended Action

Approve the Discovery Bay Community Foundations' car show event in Cornell Park on September 24, 2022 subject to the "Conditions of Approval" required by town staff.

Executive Summary

The Discovery Bay Community Foundation ("DBCF") is requesting to rent Cornell Park for the purpose of having a car show on September 24, 2022. Jim Mattison, event organizer, has agreed to the following "Conditions of Approval:"

1. Event is subject to any and all County Health Orders in effect at the time and date of the event. This must be posted on any event fliers or advertisements. Signage of Health Order requirements must be posted at the event.
2. Notice of event be delivered to residents bordering the park no later than September 19, 2022.
3. Event set up time 6:00am to 9:00am. Event Time 10:00am to 3:00pm. Clean-up completed by 5:00pm.
4. Staggered arrival times for participants to minimize street queuing.
5. Porta Potties and handwashing stations (including at least one disabled). Minimum 4 units. Locate in front of north restrooms. South restrooms posted for closure and reference porta potties at north side of park.
6. Provide site map to community center prior to event. Arrival/Departure route & parking for attendees and participants. Handicap parking section must be provided.
7. No vehicle parking, pedestrians, assemblage, or property items on the baseball infield area at any time.
8. Amplified sound permissible only between 10:00am and 3:00pm.
9. Cones marking irrigation or other items in the park shall not be removed or relocated.
10. No vehicle driving or parking on cement pathways.
11. DBCF responsible for garbage and site cleanup immediately following the event.
12. Only DBCF on-site sales of alcohol are authorized at the event. Must have copy of ABC permit provided to Community center prior to event.
13. All food sales require a copy of the County Health permit provided to the Community Center prior to the event.
14. Contra Costa County Sheriff's Office must be notified of event at least one week prior to the event.
15. Provide General Liability Insurance for \$1,000,000 naming Town of Discovery Bay as certificate holder, additional insured and include the additional insured endorsement. Must be provided to Community Center at least 24 hours prior to event.
16. First aid kits and fire extinguishers (minimum of two each) are required to be on site from 6:00am to 5:00pm.
17. Must at all times follow the directions and instructions of Town staff.
18. Participate in a post event "After Action" meeting with Town staff.

FEES and COSTS:

- | | |
|---|----------------|
| 1. Cornell Park Special Event Rental | Total \$400.00 |
| 2. Town Labor Pre/Post event. 4 hrs x \$73.15 | Total \$292.60 |
| 3. Dumpster Fee (Refundable to actual cost) | Total \$400.00 |

4. Refundable Damage Deposit

Total \$1,500.00

TOTAL FEES AND COST AT TIME OF APPROVAL: \$2,592.60

End of report.

Attachments

1. Parks Rental Fee Schedule.

AGENDA ITEM: F3



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
PARKS RENTAL FEE SCHEDULE**

Park Area	Hourly		Daily		Deposit
Cornell Park – Tennis Court OR Pickle Ball (Single Courts)	Resident:	\$5.00	Resident:	\$50.00	\$50.00
	Non-Resident:	\$8.00	Non-Resident:	\$75.00	
Cornell Park – Baseball Field	Resident:	\$8.00	Resident:	\$80.00	\$100.00
	Non-Resident:	\$11.00	Non-Resident:	\$110.00	
Cornell Park – Soccer Field	Resident:	\$8.00	Resident:	\$80.00	\$50.00
	Non-Resident:	\$11.00	Non-Resident:	\$110.00	
Cornell Park – Shaded Picnic Area	Resident:	\$15.00	Resident:	\$150.00	\$50.00
	Non-Resident:	\$20.00	Non-Resident:	\$200.00	
Cornell Park – Soccer Field & Picnic Area	Special Event	\$60.00	Special Event	\$400.00	\$500.00 - \$1,500.00
Cornell Park – Bocce Ball Courts	Resident:	\$4.00	Resident:	\$35.00	\$50.00
	Non-Resident:	\$6.00	Non-Resident:	\$50.00	
Cornell Park – Horse Shoe Pits	Resident:	\$4.00	Resident:	\$35.00	\$50.00
	Non-Resident:	\$6.00	Non-Resident:	\$50.00	
Ravenswood Park - Covered Picnic Tables Area 1 or Area 2	Resident:	\$6.00	Resident:	\$60.00	\$50.00
	Non-Resident:	\$9.00	Non-Resident:	\$90.00	
Ravenswood Park – Soccer Field	Resident:	\$4.00	Resident:	\$35.00	\$50.00
	Non-Resident:	\$6.00	Non-Resident:	\$50.00	

Park use is on a first come, first served basis. Reservations are strongly encouraged and are REQUIRED by Sports Leagues/Organizations (regardless if use is for organized practice or game play), for groups over 50, and any time a user intends to bring inflatable play equipment into the park.

“**Special Event**” shall be defined as any group of people, society, club or organization wishing to set up or maintain any exhibition, place of amusement, parade, concert, picture show, bandstand, performance, entertainment or other form of amusement, or a function, business meeting, assembly, demonstration or any large gathering where the expected attendance is 200 people or more occupying the area at any one time. The deposit amount for a special event is at the discretion of the General Manager based on the type of event and risk of possible damage.

Any user who has made a reservation has priority over a user that has not made a reservation.

Residents must show proof of residency at time of reservation request.

Long-term rentals: Fees and other terms will be outlined in a separate Memorandum of Understanding.

Fee for Cancellation Processing. 50% of the total Rental fee or \$35, whichever is less.



Enter Show Here

Portapotty's DJ

Participants

Greg Davis Memorial Park

Guest Parking

**Contra Costa County
Aviation Advisory Committee
Meeting Agenda
550 Sally Ride Drive, Concord, CA 94520
Thursday, July 14, 2022, 10:00 a.m.**

**REMOTE
MEETING**

The Aviation Advisory Committee (AAC) will provide reasonable accommodations for persons with disabilities who plan to attend its scheduled meetings. Call the Director of Airports Office at (844) 359-8687 at least 24 hours in advance. Any disclosable public records related to this meeting are available for public inspection at the Director of Airports Office, 550 Sally Ride Drive, Concord, during normal business hours.

SIGN IN WITH THESE ZOOM INSTRUCTIONS:

- No registration is required
- To slow the spread of COVID-19, the Aviation Advisory Committee meeting will be accessible via Zoom (Copy the link and paste into your browser to sign in from your computer or smartphone)
<https://us06web.zoom.us/j/95439755558?pwd=ZklkZkdnMk8wcjlCOHMxdEJodm1WZz09>
as permitted by Government Code Section 54953 (e). To indicate your wish to speak on an agenda item, please raise your hand in the Zoom app when your item is called"
- Follow the prompts to open Zoom and enable computer video and audio.
- Meeting ID: **954 3975 5558**
- Passcode: **099602**

To call in from mobile or landline phone (audio only, no video), call the following number and enter the meeting ID above: **1 669 900 6833**.

10:00 AM

ICall

Comment Period

f the Aviation-Advisory Committee's June 9, 2022, Meeting Minutes

4. Consider Consent Items

- a. Accept the Airport Noise & Statistics Report for May 2022
- b. Accept relevant Beat Orders (June 2022)

5. Presentation

- a. Birdstop Business Update Presented by Keith Miao

6. Discussion/Action Items

- a. Review and Discuss Development Projects:
 - 4.6-Acre Development, Buchanan Field Airport (depicted as C in pink)
 - Terminal Building, Buchanan Field Airport (depicted as Terminal in orange)
 - Buchanan Field Airport Security Project Update
- b. Update on the Per- and Polyfluoroalkyl Substance (PFAS) Investigation at Buchanan Field Airport

- c. Buchanan Field and Byron Airports Inspection
- d. Airport Development Update
- e. Future AAC Meeting Venue
- f. AAC Vacancies - Recruitment Update

f-MnJ c,M(2!)-

7. **Future Agenda Items**

8. **Adjourn**

11:42

Next AAC Meeting is currently scheduled for August 11, 2022, at 10:00 am

Next Airport Committee Meeting is currently scheduled for September 14, 2022, at 11:00 am

- b. Letter from CCTA Re: April 20, 2022 Board Meeting
- c. Letter from CCTA Re: May 18, 2022 Board Meeting
- d. Letter from CCIA Re: June 15, 2022 Board Meeting
- e. March 10, 2022 Status Letter for TRANSPAC Board Meeting
- f. April 14, 2022 Status Letter for TRANSPAC Board Meeting
- g. May 12, 2022 Status Letter for TRANSPAC Board Meeting
- h. June 9, 2022 Status Letter for TRANSPAC Board Meeting
- i. April 4, 2022 SWAT Committee Meeting Summary Report ♦ **Page 19**

Action/Discussion Items (see attachments where noted [♦])

8. RECEIVE a presentation on the State Route 4 Corridor Vision Plan Study. CCIA is undertaking the State Route 4 (SR-4) Vision Study to examine the transportation infrastructure along SR-4, including transit, freight, arterials, and active transportation, to define and prioritize future infrastructure investments along the corridor. • **Page 37**

9. REVIEW TRANSPLAN's proposed 2022/23 budget and workplan, **REVISE** as necessary, **ADOPT** the budget, and **DIRECT** staff to invoice member agencies. The proposed budget and workplan does not anticipate any significant deviations from prior years. ♦ **Page 46**

10. ADJOURN to next meeting on Thursday, August 11, 2022, at 6:30 p.m. or other date/time as deemed appropriate by the Committee.



CONTRA COSTA COUNTY, CALIFORNIA

East County Code Enforcement Meeting Thursday, July 28, 2022 1:30pm

Zoom: <https://cccouny-us.zoom.us/j/7352813716>

Dial-in: -888-278-0254

Conference code: 287093

Bethel Island

1) 4560 Gateway (Kevin Sharp) Junkyard conditions

- a. 2/28/19 Conrad sent notice
- b. 3/28/19 Conrad to red-tag
- c. 5/30/19 Conrad working with property owner to clean-up.
- d. 7/25/19 Conrad explained what had to go and will revisit.
- e. 8/29/19 Conrad to send 30-day notice to abate.
- f. Feb. – Locked gate. Conrad will continue to drive by in hopes the gate will be open and start tagging vehicles.
- g. Aug – Conrad to go back.
- h. September – Conrad’s plan is to go out and tag vehicles.
- i. October – Conrad is still working on it.
- j. January - still working the case.
- k. February - Met with property owner Kevin and explained the need to clean the property. Sent updated Notice to Comply
- l. April – met with property owner Kevin on site and tagged 20 of the cars for abatement. The property has been cleaned up in the front, a fence built about a 3rd into the property and a fence built on the side to hide the remaining junk. Gave the property owner 30 days to make more progress
- m. August – towed a couple vehicles, still a few left. Still working on getting property cleaned up. Having a hard time locating Kevin and gates closed to gain access to the property. May have to get a warrant. Rob to get a hold of him.

2) 1970 Taylor Road – Anchor Marina

- a. ACTION: Larry served NOV and fines can be up to \$57,200 a month (\$14,300 a month per parcel, per violation. In this case, 2 parcels and there are building and zoning violations.)
- b. 1/31/19 – Dave Larsen, Land Use Attorney (413-3258) want to negotiate resolution. Allow tenants/mobile home users to stay 6 months – 1 year while they transition.
- c. February – Conrad informed attorney that until the boat storage, RV’s, Alcohol sales, liveboards and U-Haul Business was removed, he wouldn’t entertain the discussion.
- d. 2/27/19 – Conrad recorded the violation.
- e. 3/28/19 – waiting to meet w/owners & attorney to discuss timeline.
- f. 5/30/19 Fine will be submitted first week of June. They can appeal.
- g. 8/19/19 Appeal Hearing
- h. Feb. – Joe met with one of the property owners. U-Haul business has been shut down in the meantime by U-Haul.
- i. September – approval for a Hearing. Date TBD.
- j. October – still waiting on Planning for Hearing date.
- k. January – still waiting on Hearing date.
- l. February - Waiting on department directors to meet with county counsel and schedule Appeal Hearing
- m. April - No update from the Director, maybe Joe has an update. Still waiting to schedule the appeal hearing
- n. August – May have a buyer. Owner is kicking people out

Discovery Bay

- 1) **RV and Boat Trailers in driveways and street. (*ongoing*)**
- 2) **Unpermitted Short-Term Rentals**

Byron

- 1) **Byer Road property – *junk on property w/leach line***
 - a. 4/30/20 Conrad said they’re living in the unit and made contact with the property owner. Conrad to send parcel number to John W. for leach line.
 - b. February - Gave info to EH for property and they sent notices to the property owner. Property owner working with Planning to complete minor subdivision modification and then can apply for permits
 - c. April – Property owner has completed the plans and should be submitting for permits in May

Knightsen

- 1) **Parties in Knightsen**
 - a. October - Conrad is sending notices if Sheriff’s Office responds.

- b. January – Continue to monitor and respond accordingly.
- c. April - 4201 Knightsen Avenue Party. Just got the sheriff report on April 27, opened a case and sending a notice to the property owner.

2) Anchor Marina impacts & Marsh Creek

- a. People living in RVs at Railroad site and Marsh Creek trail.



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Platinum-Level of Governance

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

July 21, 2022

Mr. Joseph Losado
Managing Inspector of the Code Enforcement Division
Department of Conservation and Development
30 Muir Road
Martinez, California 94553

Dear Mr. Losado:

The negative impacts of short-term rentals in Discovery Bay have become out of control and serious. The most recent incident occurred over the Independence Day weekend when a short-term rental served as a showcase platform for the discharge of hazardous fireworks. Short-term rentals have subjected our residents to the following conditions, to name just a few, that invade the quiet use and enjoyment of their property:

- Loud parties, amplified music, and large gatherings
- Parking congestion
- Litter and garbage in the street, in the delta, and in neighbor yards
- Unsafe boating
- Vandalism, rude and vulgar behavior, and trespass

County Ordinance 2020-12 (“Ordinance”) regulates the permitting and operational standards for short-term rentals. The problem is that most owners and renters are not in compliance. Enforcement of the Ordinance is not proactive. A lack of vigilant enforcement and holding people accountable serves as tacit approval to ignore compliance with the Ordinance by both the homeowner and the renter. A check of the internet will show that there are substantially more homes in Discovery Bay for short-term rent than the mere 22 permits on file.

Because Discovery Bay is a waterfront community, many short-term renters bring one or more motorized boats to dock at the property. Unsafe boating in the no-wake zone where people paddleboard, canoe, float, and swim is a serious concern. Currently, the Ordinance does not require a provision that waterfront homeowners validate that at least one adult renter with a motorized boat has a valid California Boater Card.

On behalf of the Discovery Bay Board of Directors, we request that County staff (1) proactively pursue permit verification on short-term rentals being advertised on Airbnb, VRBO, etc.; (2) proactively (not just complaint driven) enforce violations of Ordinance 2020-12 and issue fines; and (3) coordinate with the Office of the Sheriff to ensure that short-term rental law enforcement incidents are timely routed to code enforcement for follow-up on Ordinance violations.

We are also asking that staff work with County Supervisors to amend the Ordinance to (1) increase the fine for a first offense from \$100 to \$1000, (2) include a provision requiring an owner verify that the renter show proof of a valid California Boater Card (if required by state law) if a motorized boat will be docked at the property; (3) include a provision that prevents clustering of short-term rentals within a certain radius; (4) disallow short term rentals on properties that share a common residential wall with a neighbor; and (5) provide that a portion of any fine and/or permit fee monies be earmarked for Discovery Bay parks and recreation as a mitigation measure against the negative impacts short-term rentals have on the residents of Discovery Bay.

Thank you in advance for your attention to this matter.

Sincerely,



Kevin Graves
Board President