



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

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

**NOTICE OF THE REGULAR MEETING
OF THE WATER AND WASTEWATER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, May 1, 2024, 5:30 P.M.**

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

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

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

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

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

Water and Wastewater Committee Members

Chair Kevin Graves

Vice-Chair Ashley Porter

A. ROLL CALL

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

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

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

C. DRAFT MINUTES TO BE APPROVED

1. Approve Water and Wastewater DRAFT Meeting Minutes of April 3, 2024.

D. UPDATES

1. Wastewater Update.
2. Water Update.

E. DISCUSSION

1. Discussion and Possible Feedback Regarding the Mobile Modular Contract Proposal to Create Architectural and Engineering Plans for the Future District Office Building.
2. Discussion and Possible Feedback Regarding Veolia North America's Third Amendment to the Water and Wastewater Operations and Maintenance Service Contract.
3. Discuss Cancellation of the July 3, 2024 Water and Wastewater Committee Meeting.

F. FUTURE DISCUSSION/AGENDA ITEMS

G. ADJOURNMENT

1. Adjourn to the next Standing Water and Wastewater Committee meeting on June 5, 2024, at the Community Center located at 1601 Discovery Bay Boulevard.

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

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



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A COMMUNITY SERVICES DISTRICT



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

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

Water and Wastewater Committee Members

Chair Kevin Graves

Vice-Chair Ashley Porter

A. ROLL CALL

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

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

None.

C. DRAFT MINUTES TO BE APPROVED

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

Vice-Chair Porter made a Motion to Approve the March 6, 2024 Draft Meeting Minutes.

Chair Graves seconded.

Vote: Motion Carried – AYES: 2, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. UPDATES

1. Update on Filter Project.

Update given by Water & Wastewater Manager Aaron Goldsworthy.

- Utilities placement has caused delays in the completion of the project.
- Project estimated to be completed end of April 2024.

2. Update on Newport Pointe Development.

Update given by Water & Wastewater Manager Aaron Goldsworthy.

- The stormwater ditch in front of the property is now owned by the developer.
- Developer will now maintain the ditch.

E. DISCUSSION

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

Presented by Projects Manager Mike Yeraka.

- Staff learned that the pipe liner is not proprietary to Insituform Technologies.
- Staff will obtain more bids for pipe liner.
- Committee agrees with recommending the item be pulled from the Board of Directors Meeting agenda.

F. FUTURE DISCUSSION/AGENDA ITEMS

None.

G. ADJOURNMENT

1. Adjourned at 5:41p.m. to the next Standing Water and Wastewater Committee meeting on May 1, 2024, at the Community Center located at 1601 Discovery Bay Boulevard.

DRAFT



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Feedback Regarding the Mobile Modular Contract Proposal to Create Architectural and Engineering Plans for the Future District Office Building.

Meeting Date: May 1, 2024

Prepared By: Dina Breitstein, General Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Staff recommends bringing the Mobile Modular proposal to a future Board of Directors meeting for approval and authorizing the General Manager to execute all contracts.

EXECUTIVE SUMMARY:

Starting in February of 2022, the District began investigating a new District Office Building for the Town of Discovery Bay; since then, staff has been working with the committees to present various options for the board to decide on.

The water and wastewater committee vetted nine different options, which are listed below:

- Option 1 Stay in the Existing Building [ELIMINATED 9/6/23 BOD MEETING]
- Option 2 Leasing Rental Space [ELIMINATED 9/6/23 BOD MEETING]
- Option 3 New Building
- Option 4 New Modular Building
- Option 5 Purchase New Property with Office Space [ELIMINATED 9/6/23 BOD MEETING]
- Option 6 Remodel the Community Center
- Option 7 New Facility at Existing Site [ELIMINATED 9/6/23 BOD MEETING]
- Option 7a New Facility at Existing Site (modular building)
- Option 8 Existing Building at Riverlake and DB Blvd [ELIMINATED 9/6/23 BOD MEETING]

At the March 6, 2024, Water and Wastewater Committee Meeting, Mobile Modular presented a background of their customizable modular solutions. TODB staff worked on two designs with Mobile Modular to be built in the open space by the community center (option 4 New Modular Building) and one for a new modular building at the existing District Office site location (option 7a New Facility at Existing Site). The committee expressed interest in acquiring a pricing estimate. To accomplish this Mobile Modular will need the Board of Directors to decide on the schematic design options presented. At this same meeting, staff modified a previous eliminated option. This option is titled Option 7a, New Facility at Existing Site. This option, though economical, does pose some solid challenges and cons such as:

- Not enough parking – due to the new filter tank(s) project, chemical deliveries, construction repairs, trash pickup, and deliveries.
- On site of the District’s largest and most productive well -No room for plant expansion if needed Provides workspace for future growth.
- Limited room for future growth.

- No residential persons on location, all inquiries or issues would be by appointment only.
- Would need to remodel the Community Center to included: office space, receptionist area, separation of board room from open common area – touching the cc could trigger new building code upgrades. Adds to the cost increase.
- Would cause workflow inefficiencies – billing inquiries resolution, no manager onsite, problem-solving, and conflict resolution will take longer as staff is spread in separate locations.
- Potentially burdensome to future staff.
- Customer/Resident unfriendly. Potential to reputational risk and poor customer relations.
- Would need temporary office space while the sitework is being conducted.

Staff proposed moving forward with Option 4, considering that Option 7a has many challenges/cons. Selecting option 4 would eliminate all other remaining options as non-viable.

On April 3, 2024, Mobile Modular presented the Mobile Modular Design Concepts to the Board of Directors. The design concept indicated two versions of Option 4 New Modular Building: one with the boardroom and one without the boardroom.

Since this meeting, Mobile Modular has submitted a proposal for a total cost of \$451,900. This cost includes the following Services:

Programming Response Phase Services:

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

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

Schematic Design Phase Services:

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

Design Development Phase Services:

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

Construction Documents Phase Services:

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

TOTAL COMPENSATION FOR SERVICES: \$451,900.00

Staff recommends bringing the Mobile Modular proposal to a future Board of Directors meeting for approval and authorizing the General Manager to execute all contracts.

FISCAL IMPACT:

\$451,900 plus 15% contingency

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

April 3, 2024, Board of Directors Meeting – Presentation of Mobile Modular Custom Solutions.

ATTACHMENTS:

1. Mobile Modular Proposal.
2. Presentation-Mobile Modular.
3. Option A.
4. Option B.



PHASE 1 – MODULAR DESIGN CONSULTING AGREEMENT

Date:	April 9, 2024
Consultant:	Mobile Modular Management Corporation 5700 Las Positas Road Livermore, California 94551
Consultant Representative:	Joshua Dean Telephone: 951-378-6942 Email: Joshua.Dean@mobilemodular.com
Customer:	Town of Discovery Bay 1601 Discovery Bay Blvd. Discovery Bay, CA 94505
Customer Representative:	Dina Breitstein, General Manager 925-634-1131 dbreitstein@todb.ca.gov
Project Description:	New Town Office Building
Project Address:	1601 Discovery Bay Blvd. Discovery Bay, CA 94505

I. INTRODUCTION

Consultant submits this proposal to Customer to provide consulting services with respect to the development of custom design documents for a permanent modular building project consisting of a new, approximately 6,957 SF office building, its foundation, and site work as required to construct this building (together the "Project"), to be located at the above-referenced Project address ("Project Site"). The Consultant and the Customer shall hereinafter collectively be referred to as the "Parties" and each, individually, a "Party." The intent of this Phase 1 Modular Design Consulting Agreement is to develop the design for the above-referenced Project through and including the Programming Phase, Schematic Design Phase, Design Development Phase, and Construction Documents Phase of the overall Design Process. In the event that, Customer approves the design of the Project provided by Consultant pursuant to this Agreement, the Parties will then proceed to Phase II of the Project pursuant to a separate written agreement which will include the site development as designed, the foundation, and manufacture and delivery of the modular buildings and related work.

II. SCOPE OF SERVICES

Consultant shall meet with the Customer to determine Customer's overall requirements for the design of the Project. Following the development of the Customer's program requirements for the Project, Consultant shall provide the project design as outlined below through the engagement of licensed and experienced third-party consulting architects, engineers and/or other design professionals employed by or through the Consultant. Site development design as required for the installation of a new modular building will include architectural design and landscape services, stamped by a licensed Architect in California, and civil, structural, and electrical engineering services, stamped by a licensed PE in California. See the phasing below for the complete outline of the deliverables pertaining to site design.



The modular building design will include the following design elements: (a) modular building drawings for red-line approval by Customer; (b) water and wastewater single line diagrams and/or isometrics from the modular building to a single point of connection; (c) electrical single line diagram and/or isometrics from each modular building to a single point of connection; and (d) mechanical system development and design. (PE stamped MEP design and calculations are not required for agency approval for the building. PE sealed and stamped MEP drawings, if required by the customer, would be in addition to the scope and costs of this agreement.) All site related design services are to be in compliance with CBC 2022 / ASCE 7-16. The modular building design will include typical factory shop drawings as required for agency approval and inspection by the State of California Department of Housing and Community Development (HCD) via its third-party plan review and inspection agencies. The foregoing Scope of Services for the site and modular building design will be provided in the following phases:

A. PROGRAMMING PHASE

1. Objective:

To gather information on the Customer's needs for the use of the building and to gather data on the Project Site as required to define the general scope and scale of the Project for the creation of a preliminary design, evaluation, and planning approval if required. At the end of the Programming Phase, sufficient data will have been gathered and scope defined as needed to proceed to the Schematic Design Phase. Includes planning department review.

2. Activities of the Programming Phase:

- a) Gather existing data regarding the site, including site tax map, utility locations identified in public GIS, and zoning
- b) Geotechnical Engineering Services Including:
 - i. Double ring infiltration testing
 - ii. 3 borings varying 20 to 50 feet
 - iii. Soils testing and sealed report Municipality research for historical building permits and drawings
- c) Survey Services including:
 - i. Boundary survey
 - a. Setting property corners
 - b. Survey map (state requirement)
 - ii. Topographic Survey
 - a. Visible features on property, elevation, utility easements, and surrounding streets
 - b. Survey Map
- d) Design review application materials including site plan and narrative
- e) Land use application
- f) Parking analysis
- g) Demolition sheets if required
- h) Floor plan and elevations
- i) Submit materials relevant to design review if required

3. Deliverables of the Programming Phase:

- a) Preliminary adjusted modular floor plan with room dimensions, module sizes, column locations, preliminary code analysis as it pertains to the building.
- b) Preliminary modular building elevations.
- c) Identification of site elements: Boundaries, soils, utilities, historical data as referenced in activities (Section 2)

4. **Timing/Number of Meetings:**

Following the execution of this Proposal, this phase will take approximately (4) months to complete. We anticipate that the planning department review will require the most substantial time investment during this phase. This phase will include one site analysis meeting at the project property and up to (5) virtual or telephonic meetings with the Customer. Additional meetings or in-person meetings will be provided as Additional Services (defined below).

B. SCHEMATIC DESIGN PHASE

1. **Objective:**

To define the general scope, scale, and functional relationship of spaces. A preliminary cost proposal for the project will be provided for review. The documents will identify both site planning and building planning including area allocations, conceptual organization of exterior and interior spaces, conceptual image, and usage of feature interior and exterior materials, selection of structural, mechanical, plumbing and electrical system concepts. Upon acceptance of the Schematic Design Package, the Customer will approve the conceptual direction for further development in subsequent phases.

2. **Deliverables:** The Schematic Design Phase deliverables shall be presented and submitted in electronic form and shall include:

- a) Building Planning
 - i. Outline Specifications
 - ii. Floor Plan
 - iii. Elevations
 - iv. Reflected Ceiling Plan
 - v. HVAC Layout
 - vi. Electrical Layout
 - vii. Cross Sections
 - viii. Roof Truss Design
 - ix. Preliminary Fire Suppression Plan within the building only
 - x. Preliminary Fire alarm Plan for a standalone nonproprietary NFPA-72 approved system
- b) Site Planning
 - i. Foundation Plan
 - ii. Demolition and Exiting Conditions Plan
 - iii. Site Dimension Plan
 - iv. Preliminary Grading and drainage plan, which shall include necessary enlarged detail spot grading plans of site areas to show further detail for grading
 - v. Perform Flow Test

NOTE: All above documents are to be considered preliminary as we move through this design phase.

3. **Timing/Number of Meetings:** This phase will commence after the Programming Phase completion and will take approximately (2) months to complete. This phase of the Services will include revisions and resubmissions, up to one on-site meeting and



(15) virtual or telephonic meetings with the Customer. Additional meetings or in-person meetings will be provided as Additional Services (defined below).

C. DESIGN DEVELOPMENT PHASE

1. **Objective:** To develop, in further detail, the approved conceptual design and schematic design documents to, at the conclusion of this phase, provide a construction proposal for the fabrication of the modular building(s) and related site development of the Project. The design development documents will clearly identify the developed architectural, structural, mechanical, electrical, plumbing and fire protection design solutions for the Project. All major features and components of the design solution will be documented and included in the updated price(s). Changes requested by Customer to the specifications, plans, elevations, building systems or other elements of the Project contained in the design development documents following this phase may impact the estimated design fees for the construction documents phase and the construction proposal. The design development documents shall incorporate the fire alarm plan, customer-provided data, communications plan, and security plans prepared by customer's outside consultants.

2. **Deliverables:** The Design Development Documents Phase deliverables shall be presented and submitted in electronic form and shall include:
 - a) Building Planning
 - i. Outline Specifications
 - ii. Floor Plan
 - iii. Elevations
 - iv. Reflected Ceiling Plan
 - v. HVAC Layout
 - vi. Electrical Layout
 - vii. Cross Sections
 - viii. Foundation Plan
 - ix. Engineering for the MEP outside of the modules, within 5' of the Project, work to include design of the MDP, sub-panels connection to MDP and plumbing lines manifold in crawl space
 - x. Utility plans (water, sanitary, storm, power)
 - b) Site details
 - i. Construction specifications (Civil)
 - ii. Design Development Phase Site Plan, Grading Plan, SWPPP Documents
 - iii. Erosion Control Plan
 - iv. Prepare and provide a drainage analysis of, and computations with respect to the proposed Project site
 - v. Prepare and provide a complete site parking and accessibility plan
 - vi. Electrical engineering including site distribution design and panel schedule for distribution panel, sheet specifications
 - vii. Site Lighting Plan
 - viii. T-24 Energy Forms for Electrical Design



- ix. Landscape Design including planting and irrigation plans, sheet specifications and necessary details
- x. Hardscape Design
- xi. Traffic analysis services including report detailing impacts on residents and staff
- xii. Design Development Phase Budgetary Pricing
- xiii. Issue ready Final Review Set for the Building and Civil Plans. Exclude the Construction Phase Drawings

NOTE: DD - Proposal pricing is to be considered preliminary as we move through this design phase. Any changes resulting from customer requests or feedback from local AHJ may affect pricing.

- 3. **Timing/Number of Meetings:** This phase of the Design Agreement will commence following the completion of the Schematic Design Phase and will take approximately (2) months to complete. This phase of the Services will include up to (15) virtual or telephonic meetings with the Customer. Additional meetings or in person meetings will be provided as Additional Services (defined below).

D. CONSTRUCTION DOCUMENT PHASE

- 1. **Objective:** To provide drawings and specifications sufficient for contract pricing, ready for AHJ approval, and ready for construction.
- 2. **Deliverables:**
 - a) HCD Approved factory shop drawings for the modular building.
 - b) Title 24 energy forms
 - c) Site plan with parking and notes
 - d) Fire and life safety plans, including a code summary showing egress
 - e) Plans illustrating required fire separations from lot lines
 - f) Accessibility details, as required
 - g) Hardscapes, structural concrete, gates/fencing, steps, terrace, trellis and canopy designs
 - h) Landscape construction documents
 - i) Offsite improvement plans if required
 - j) Structural calculations (except standard factory HCD pre-approved structural design).
 - k) Coordinate site and factory drawings for local AHJ review
 - l) Plan review and resubmittals as required to receive permit
- 3. **Timing/Number of Meetings:** This phase will commence after the Design Development Phase completion and will take about (5) months to complete. We anticipate that the building department review (section 1 – above) will require the most substantial time investment during this phase. This phase will include up to (5) virtual or telephonic meetings with the Customer. Additional meetings or in-person meetings will be provided as Additional Services (defined below).



III. EXCLUDED SERVICES (PHASE II)

The following services are not included in Consultant's Scope of Services pursuant to this Agreement but will be required should the Customer approve the design of the Project provided by consultant pursuant to this Agreement and decide to proceed to Phase II of the Project as described above. In such event, such services shall be separately negotiated by the Parties and addressed in a separate written agreement.

- A. Fabrication and manufacture of Project Buildings and Improvements
- B. Delivery of Project Buildings and improvements
- C. Installation and construction of the Project at the Project site.
- D. Any other services not expressly included in the Modular Design Consulting Agreement

IV. EXCLUDED SERVICES (PROVIDED BY CUSTOMER)

The following services are not included in Consultant's Scope of Services pursuant to this Agreement. To the extent required for the Project and/or Phase II of the Project, if applicable, Customer shall provide the following services and all related deliverables through its own fully licensed and experienced design consultants ("Customer's Other Consultants"). Customer shall ensure that Customer's Other Consultants coordinate their services with the Consultant's Services and cooperate with Consultant with respect to the Project. If agreed to by the Parties hereto, Consultant and Customer may agree to have Consultant provide the following services as Additional Services pursuant to Section VII of this Agreement or as part of any Phase II (defined above) services pursuant to a separate agreement with Consultant, through the use of licensed third-party consulting architects and/or engineers, or in-house if applicable.

- A. All other environmental reports regarding existing conditions at the Project Site except the Geotechnical Testing
- B. Data, Telephone, and security Plans
- C. Review Fees by Local Jurisdictions and/or third party agencies employed by local jurisdictions. (with the exception of fees pertaining to HCD approval of the building plans)
- D. Construction Administration Phase services
- E. Additional meetings (not otherwise included in this Design Agreement), or any site visits to the Project site
- F. Landscaping Plans or Tree surveys prepared by ISA Certified Arborist and other specialty requests
- G. Interior design, FF&E design, signage and all associated elements
- H. Permitting outside of approval sets and fees as mentioned above.
- I. Any other services not expressly included in the Modular Design Consulting Agreement

V. COMPENSATION & PAYMENT SCHEDULE

Customer shall compensate Consultant for its Services in accordance with the Terms and Conditions of this Proposal and as follows (collectively, "Compensation"). Customer shall pay the compensation in accordance with the following payment schedule:

- A. Programming Response Phase Services
 - 1. (RP-1) Retainer Payment (25% of total Compensation at execution): \$112,975.00
 - 2. (PP-1) Upon Completion of Programming Phase Services: \$45,190.00
- B. Schematic Design Phase Services:
 - 1. (PP-2) Upon Completion of Schematic Design Services: \$83,735.00
- C. Design Development Phase Services:
 - 1. (PP-3) Upon Completion of Schematic Design Services: \$105,000.00



D.	Construction Documents Phase Services:	
	1. (PP-4) Upon Completion of Construction Document Design Services:	\$105,000.00
TOTAL COMPENSATION FOR SERVICES:		\$451,900.00

VI. ADDITIONAL SERVICES

"Additional Services" are services not expressly included in the Scope of Services set forth in this Proposal or any exhibits hereto. In the event that Additional Services are requested by Customer or required for the Project, the Parties hereto may agree for Consultant, or its third-party consultant architects/engineers, to perform such Additional Services for a mutually agreeable lump sum amount or at mutually agreeable hourly rates. Such agreement shall be set forth in writing (which may be made via email). In the event of a material change in the scope of the Project, the Parties shall negotiate the amount of compensation set forth above in good faith to account for the added effort, time, and expense expected to be incurred by Consultant in completing its services on the Project. Consultant shall not be obligated to complete any services arising from a material change in the scope of the Project absent agreement with the Customer as to such compensation.

VII. REIMBURSABLE EXPENSES

"Reimbursable Expenses" are actually and reasonably incurred out-of-pocket expenditures made by the Consultant or any of its lower tier consultants for the Project and are in addition to, and not included in, the compensation for Scope of Services and Additional Services. Reimbursable Expenses include, but are not limited to, costs for plotting, binding and printing sets of design documents, blueprinting of drawings, courier services, postage, handling and delivery costs, renderings, models, mock-ups, professional photography, presentation materials, Project websites, extranets, travel for the Project such as mileage, flights, transportation, travel meals, and lodging, etc. and all taxes on such expenses. Reimbursable Expenses shall be billed to Customer on the basis of the actual cost incurred plus a 10% administrative fee, on a monthly basis. Records of Reimbursable Expenses shall be provided to Customer upon request.

VIII. TERMS AND CONDITIONS, AND ACCEPTANCE

The pricing provided herein is valid for thirty (30) days from the date of this Proposal. The terms set forth in this Proposal and any other attached exhibits, if any, are subject to the Consultant's general Terms and Conditions attached hereto as Exhibit A. Customer's signature on this Proposal, or the Customer's payment of any sum due in accordance with this Proposal, shall constitute the Customer's full acceptance of this Proposal, any exhibits hereto and the Terms and Conditions attached hereto as Exhibit A. Once this Proposal has been accepted by the Customer as specified in the immediately preceding sentence, this Proposal, and any exhibits attached hereto, together with the Terms and Conditions, shall become the full and binding "Agreement" between the Parties.

CUSTOMER:

CONSULTANT:

TOWN OF DISCOVERY BAY

MOBILE MODULAR MANAGEMENT CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



EXHIBIT A

TERMS & CONDITIONS

A. PAYMENTS TO CONSULTANT.

- a) Customer shall make progress payments to Consultant for Basic Services based on the Payment Schedule set forth in the Proposal, or if no such schedule is included, payments shall be made monthly based on the percentage of the Basic Services completed during the respective phase of the Project. Where compensation is based on an hourly rate (e.g., for Additional Services), such compensation shall be paid on a monthly basis based on the services completed at such hourly rate during the invoice period. Reimbursable Expenses shall be paid on a monthly basis based on the expenses incurred during the invoice period.
- b) Invoices shall be due and payable within ten (10) calendar days following Customer's receipt of same. In order to provide uninterrupted services by Consultant, Customer is required to promptly pay Consultant's invoices. Invoices that remain unpaid after the due date are deemed past due. Past due payments shall bear interest at the greater of twelve percent (12%) per annum, or the highest interest rate permitted by the laws of the state in which the Project is located. Customer shall promptly reimburse Consultant for all costs incurred by Consultant, including reasonable attorneys' fees and expenses, in collecting any past due payments. In the event that Customer stops payment on any check issued to Customer for any reason (other than Consultant's default), or gives Consultant a check that is returned for insufficient funds, then Customer agrees to pay a five percent (5%) of the past due amount as an administrative fee (and not as a penalty), in addition to any other remedy available to Consultant hereunder. Any and all monies previously paid by Customer may be retained by the Consultant and applied to said interest charge and administrative fee, which application shall in no way prejudice the rights of Consultant to recover additional damages incurred.
- c) In addition to all other remedies available under this Agreement or at law (which Consultant does not waive by the exercise of any rights hereunder), Consultant is entitled to suspend its services immediately and without notice if Customer fails to pay any payments when due hereunder, and such failure continues for ten (10) calendar days following the due date. If Consultant is providing services on more than one project for the same Customer, and Customer fails to pay any compensation or Reimbursable Expenses when due on any of its projects, Consultant may suspend services in connection with any and all projects for the same Customer, without any restriction, regardless of the amount of the unpaid compensation or Reimbursable Expenses. Consultant shall have no liability to Customer for any costs or damages of any nature whatsoever (including, but not limited to, delay damages), as a result of such suspension caused. Upon payment in full by Customer, and Customer's cure of any other material breach of this Agreement, Consultant, upon written agreement between the Parties, may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate Consultant for the period of suspension, plus any other reasonable time and expenses necessary for Consultant to resume performance of its services on the Project.
 - d) Customer shall not withhold payment from Consultant to impose a penalty or liquidated damage on Consultant, or to offset sums requested by, or paid to contractors, for claimed delays or the costs of changes in the Basic Services, or otherwise.
 - e) To the extent permitted by applicable law, Consultant reserves the right, on its own behalf and the behalf of its lower tier consultants, to record a construction lien claim and, if necessary, to file suit for lien foreclosure to recover unpaid compensation and Reimbursable Expenses and any costs associated with collection of funds due.
 - f) To the fullest extent permitted by applicable laws, Customer hereby acknowledges and agrees that payment by the Consultant to any of its lower tier consultants, is specifically and expressly conditioned upon timely payment by the Customer to Consultant. In no event shall Consultant be required to make payment to any lower tier consultants, until Consultant receives payment therefore from Customer. Payment by the Customer is an express condition precedent to the Consultant having to make payments to any of the Parties providing any portion of the services on behalf of Consultant. This section shall not be construed as a time for payment clause, but is intended by the Parties to be a condition precedent to Consultant's obligation to pay. In the event of any conflict between this paragraph and another term or provision of this Agreement, this paragraph shall govern and control.

B. INDEMNITY AND LIMITS ON LIABILITY.

- a) To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Consultant and its managers, officers, directors, employees, lower tiered consultants, affiliates, successors and assigns ("Indemnitees") from and against any and all claims, demands, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees and costs (collectively, "Losses," and each a "Loss") asserted against or incurred by Consultant or any other Indemnitees by reason of, arising out of, or in connection with: the services or the Project Site; any inaccuracy, errors or omission in any representation, information or services provided by the Customer, any of Customer's Other Consultants,



or any other person or entity for whom Customer is responsible; any bodily injury or death to any person, or damage to any real or tangible personal property caused by Customer, any of Customer's Other Consultants, or any other person or entity for whom Customer is responsible; any failure by Customer to comply with any applicable laws with respect to the Project or Project Site; any failure by Customer to pay Consultant in accordance with this Agreement; and/or any unauthorized use of the Instruments of Service (as defined below). This provision shall survive termination or expiration of this Agreement.

- b) Customer's obligation to defend the Consultant and the Indemnitees for Losses is independent of, and in addition to, Customer's indemnity obligations and shall apply to the fullest extent permitted by law. With respect to any Losses for which Customer is obligated to defend Consultant or any Indemnitees, if Consultant or applicable Indemnitees reasonably determine that the defense being provided by Customer is inadequate, ill advised, presents a conflict of interest, is in conflict with the best interests of the Consultant or applicable Indemnitees, or is not being pursued with sufficient diligence, then Customer shall, promptly upon request from the Consultant or applicable Indemnitees, substitute existing counsel for counsel that is acceptable to both the Customer and the Consultant or applicable Indemnitees.
- c) Consultant's liability to Customer or any other person or entity claiming by or through Customer, for any acts, omissions, errors, negligence, breach of contract, or any other causes of action, including but not limited to torts or strict liability, related to or arising in any way out of the Project, this Agreement or the services, shall be limited to an amount equal to the Basic Compensation, as same may be adjusted by Additional Services, paid to Consultant under this Agreement. To the extent required by applicable laws, Customer and Consultant agree that such amount bears a reasonable commercial relationship to the value of the services under this Agreement.
- d) Under no circumstances shall Consultant be liable to the Customer or any other person or entity claiming by or through Customer for any special, incidental, punitive or consequential damages of any kind related to or arising in any way out of the Project, this Agreement or the services, including but not limited to, loss of business, use or profits.

Consultant has set its price and entered into this Agreement in reliance upon the indemnification, limitations of liability, and other terms and conditions specified by the Parties, and same form the basis of the bargain between the Parties hereunder.

C. OWNERSHIP OF DOCUMENTS. All plans, drawings, specifications, designs, work product and other documents indicating the design of the Project, including electronic copies, provided by Consultant to Customer pursuant to this Agreement are "Instruments of Service". Instruments of Service, including those in electronic form, furnished under this Agreement are the sole property of Consultant and its respective lower tier consultants, and such entities retain all common law, statutory and other reserved rights, ownership and property interests in the Instruments of Service, including copyrights. The Instruments of Service may only be used, including but not limited to use for the design, manufacture, fabrication, and/or construction of the Project, pursuant to a Phase II Agreement with Consultant as set forth in the Agreement. In the event the Customer uses the Instruments of Service in violation of this Agreement Customer shall be in material breach of this Agreement and, in addition to any other rights and remedies of the Consultant and its lower tier consultants under this Agreement or applicable law, Customer shall be deemed to release the Consultant and its lower tier consultants from all claims and causes of action arising from such uses; and Customer shall indemnify, defend and hold harmless Consultant and its lower tier consultants from any and all claims, liabilities and/or causes of action arising from such use, including attorneys' fees and costs. Any unauthorized use of the Instruments of Service shall be at Customer's sole and exclusive risk, without liability to Consultant or any of its lower tiered consultants.

D. TERMINATION.

- a) Customer shall have the right to terminate this Agreement for cause due to Consultant's material failure to perform under this Agreement by giving fifteen (15) days prior written notice to Consultant (and an opportunity to cure within such time). If Consultant fails to cure within such time, this Agreement shall terminate immediately and the Parties' obligations to continue performance under this Agreement shall cease and Consultant shall be entitled to receive payment for that portion of the Basic Services and Additional Services (if any) performed by Consultant in accordance with this Agreement up to the time of the termination notice, plus reimbursement for all Reimbursable Expenses incurred in accordance with this Agreement up to the time of the termination notice.
- b) Consultant shall have the right to terminate this Agreement for cause in the event that (i) Customer becomes insolvent, declares bankruptcy, or should a receiver be appointed for the benefit of Customer's creditors, or (ii) Customer commits a material breach or default of this Agreement, including but not limited to, the failure to pay sums when due to Consultant under this Agreement; or (iii) Customer suspends the Project for more than sixty (60) consecutive calendar days; or (iv) Customer fails to cure such breach or default within ten (10) days following its receipt of written notice of such failure from Consultant. In the event of a termination by Consultant for cause, Consultant shall be entitled to receive payment for that portion of the Basic Services and Additional Services (if any) performed by Consultant in accordance with this Agreement up to the time of the termination notice, plus reimbursement for all Reimbursable Expenses incurred in



accordance with this Agreement up to the time of the termination notice, plus the costs and expenses incurred by Consultant as a result of such termination, including but not limited to, any termination charges by any lower tier consultants, plus a termination fee in the amount of twenty percent (20%) of the then-remaining anticipated compensation to the Consultant under this Agreement for payment of Consultant's anticipated profit on the value of the services not performed due to termination of this Agreement.

CUSTOMER RESPONSIBILITIES AND REPRESENTATIONS.

Exclusivity – Customer will agree to cease discussions with other contractors, dealers and vendors during this process and agree to not disclose of any plans or pricing to other contractors or vendors.

- c) Customer shall provide information to Consultant in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth Customer's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

Customer shall coordinate the services of Client's Other Consultants with those services provided by the Consultant. Upon Consultant's request, the Customer shall furnish copies of the scope of consulting services in the contracts between the Customer and Customer's Other Consultants. Customer shall retain the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish such services as Additional Services, when Consultant requests such services and demonstrates that they are reasonably required to complete the Consultant's scope of services under this Agreement for the Project. Customer shall require that Customer's Other Consultants maintain commercially reasonable types and amounts of insurance, including professional liability insurance.

Customer shall provide prompt written notice to Consultant if Customer becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any design documents or other Instruments of Service provided by Consultant or any of its lower tier consultants.

Customer acknowledges that Consultant is not the architect or engineer of record for the Project. Consultant is an independent contractor of Customer that will procure and obtain the design documents required by this Agreement from third-party licensed lower tier architects and/or engineering consultants and/or design professionals employed by Consultant. The design documents will be delivered to Customer who will, if Customer plans to continue with the preparation of final construction documents and the construction of the Project pursuant to a Phase II agreement with Consultant, prior to implementation or ultimate use of the design documents, submit the documents to its ultimate architect or engineer of record at the Project site to review and confirm that same comply with the requirements of the Project's local jurisdiction and to incorporate same into the architect or engineer of record's technical submissions for the Project. This Agreement shall not be construed or interpreted in a way which, implicitly or explicitly, imposes any responsibility on Consultant for the delays, acts, errors or omissions of any of the Customer's Other Consultants, including but not limited to any architect or engineer of record. In accordance with applicable law, Customer shall designate a competent individual or entity to act as the architect or engineer of record for the Project site who shall review, approve and stamp the design deliverables provided by Consultant and/or its lower tier consultants. Such individual or entity shall bear the full and final responsibility for any act, error, or omission in such design deliverables following turnover by Consultant. Customer acknowledges and agrees that it may not seek any remedy against Consultant unless and until Customer has exhausted any and all other remedies available to it against the individual or entity it designated to review and approve the design documents provided by the Consultant.

In the event that Customer wishes for Consultant to have final construction documents prepared by its lower tiered consultants and/or to have the modular building(s) fabricated, delivered to and/or installed at the Project site, the Parties shall enter into separate Phase II agreement.

Customer represents to Consultant that it owns the fee simple title to the Project Site; that it possesses full legal right to perform improvements to the Project sites; and that it is an entity duly organized under the laws of its state of incorporation or formation, with full legal power and authority to perform its obligations under this Agreement.

MISCELLANEOUS. This Agreement constitutes the entire agreement with regard to the matters set forth herein, and shall supersede and cancel any prior agreements with respect thereto.

Modifications; Successors & Assigns. This Agreement may only be modified in writing signed by the Party sought to be bound by the claimed modification. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

- d) Law / Venue / Jurisdiction / Attorney's Fees. This Agreement shall be governed and construed according to the laws of the state in which the Project is located. Exclusive jurisdiction and venue for any and all claims arising hereunder or relating



hereto shall be in the federal and state courts situated in the county in which the Project is located and **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL**. If a Party to this Agreement is required to institute legal proceedings to enforce its rights, or the other Party's obligations, in accordance with the provisions of this Agreement, and prevails in such legal proceedings in a binding, non-appealable final judgment, then such prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in enforcing such rights and/or obligations, including actions for the recovery of attorneys' fees and cost hereunder.

Severability. In the event any term or provision contained in this Agreement, or any portion hereof, is held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall, nevertheless, be and remain in full force and effect.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party against either Party.

Assignment. Neither Party shall assign this Agreement in whole or in part, without the written consent of the other Party. Nothing contained herein shall preclude the Consultant from delegating the responsibilities contained herein to Consultant's lower tiered consultants. Nothing contained in this Agreement shall create any contractual relationship between the Customer and any lower tiered consultant.

Conflicts. In the event there is any conflict between the Proposal, any of the Exhibits, and these Terms and Conditions, these Terms and Conditions shall control.

Survival. All matters that relate to the termination or expiration of this Agreement, ownership of documents, indemnification, insurance, and any other rights and obligations of the Parties that may, by their nature, be expected to survive any termination or expiration of this Agreement, shall be deemed to survive the expiration or termination of this Agreement.

Notice. Notices required hereunder shall be in writing and deemed received when delivered in person (with receipt therefor) on the next business day after deposit with a recognized overnight delivery service (i.e., FedEx); or on the fifth (5th) calendar day after being sent by certified mail, return receipt requested, postage prepaid, to the following: (i) with respect to Customer, the individual listed on the first page of this Agreement, and (ii) with respect to Consultant, to the following addresses: 5700 Las Positas Road, Livermore, California 94551, Attn: Operations Manager, with a copy to 1830 W. Airfield Drive, Dallas, Texas 75261, Attn: Legal Department, which addresses may be changed by like notice to the other party hereto duly given as set forth herein. Telephone numbers and email addresses are provided for the convenience only, not for notice.

Individual Liability. Customer's recourse under this Agreement shall be against Consultant, and no individual officers, directors, members, shareholders, employees, or agents of the Consultant or any of its lower tier consultants may be held individually liable with respect to any of the terms, covenants, obligations and conditions of this Agreement.

Delay. A Party is not in breach of this Agreement, nor can it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations, due to earthquake, flood, fire, storm (including hurricane and tropical storm), natural disaster, war, terrorism, armed conflict, labor strike, unavoidable casualty, serious injury or illness, governmental actions or delays, health epidemic or pandemic, boycott or similar events beyond the reasonable control of the Parties ("Force Majeure"). Consultant shall use commercially reasonable efforts to comply with the estimated timelines set forth in the Proposal, but shall not be responsible for any delays caused by Force Majeure, Customer, any of Customer's Other Consultants, or any other person or entity for whom Customer is responsible.



— THE TOWN OF —
DISCOVERY BAY
Live Where You Play

Town of Discovery Bay

New Town Office Building

Presented by: Joshua Dean
joshua.dean@mobilemodular.com

04.17.2024



Agenda

Modular Construction

- What is Modular Construction?
- Used for variety of final products
- The process of a modular construction project
- Benefits of Modular Construction

Mobile Modular

- Who we are
- Industries served
- Why choose us?
- Portfolio of projects (Prior Government Projects)

Custom Modular Solution for the Town of Discovery Bay

- Mobile Modular's CMS Division
- Delta Community Presbyterian Church
- Preliminary rendering and design
- Design agreement
- Flexibility
- Future expansion



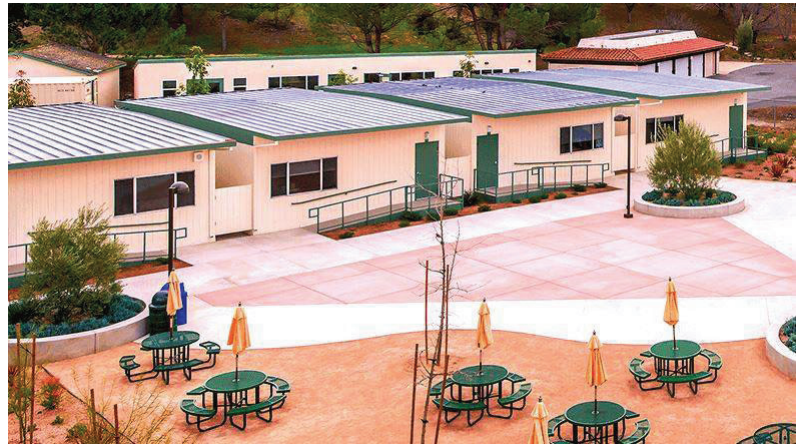
What is Modular Construction?

- A method of construction by which a building is constructed at a manufacturing facility in shippable sections, delivered to the project site as substantially complete modules, and assembled to create the complete structure as designed.
- The same building codes apply, and the same construction materials are used as a building constructed on site using conventional construction.





“Modular” as a term is typically thought of as a particular product:



But in fact, it is a process that can be used to provide a variety of final products:





The Process



Modular consultant works with client/architect to understand project scope, client's needs, capabilities, budget, along with short/long-term project demands.



Modular consultant and manufacturer(s) get involved during the design/development phase to provide input on providing modular efficiency to the project. The earlier the consultant and factory engage with the design team, the better the outcome. Designs can focus on modular friendly layouts that reduce schedule and budgets.



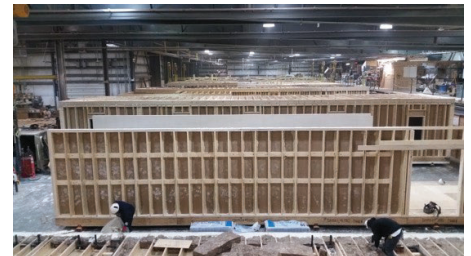
The architect leads the client through the design effort while the modular team ensures the project is designed in a modular friendly fashion. Modular engineering and building design take place in a dual effort to accelerate the schedule. Plans are typically sent to the State (handled by manufacturer) for review/modular approval and to the local Municipality (handled by AOR) for local site plan approval.



After plans are approved, the factory begins ordering materials and building the modules, while the GC begins site work and creating the appropriate foundation. The modular manufacturing team will produce the Construction Drawings (Shop Drawings). The AOR and manufacturer coordinate closely via the modular consultant.



Modules are set and finished on site, exterior and interior work to be completed by the GC and site subcontractors. Work done in factory and on site can vary based on each project.





The Process

MODULAR CONSTRUCTION SCHEDULE



SITE BUILT CONSTRUCTION SCHEDULE





The Process: Manufacturing





The Process: Foundation Design Options



Standard Block Set: This system allows rapid installation with lower costs. Auger anchors (or similar) are used to anchor the building.



Poured Piers: This system requires added labor and expenses. However, it is required in certain jurisdictions. The structure is welded to imbedded plates.





The Process: Foundation Design Options



Wood Panel Support System



Concrete Wall Support System



The Process: Foundation Design Options



Pit Set with Pier Support System: A pit set allows the threshold of the building to be at grade while space is maintained below the building to run utilities.



The Process: Foundation Design Options



Crawlspace: Typically utilities would be run below the buildings.



Full Height Support Structure using a steel foundation on concrete piers.

Structural steel Foundation support system



The Process: Delivery

Delivery of modules are traditionally brought on site by a flat bed truck or have built-in wheels and axles. Logistics often include having to deliver modules by boat.



Traditional Flatbed Delivery



Freight delivery: These buildings don't have running gear. They were designed to stack so they could be loaded on a ship. Once they arrived on island it was 40 miles to the nearest road; modules were air lifted onto the site.





The Process: Installation





The Process: Installation





The Process: Completion of Exterior Finishes



Once the modules are set on the foundation, Mobile Modular will secure the building to the foundation, complete the weather wrap process and complete the roof systems.

Exterior finishes are then applied to the modules. Various exterior finish applications can be utilized, just as with traditional site-built methods.



The Process: Completion of Exterior Finishes





The Process: Completion of Interior Systems and Finishes

- Electrical crossover connections
- Completion of HVAC systems
- Completion and connection of fire sprinkler system
- Installation of fire alarm and other low voltage systems
- Interior wall texture and paint
- Completion of Acoustical Ceilings Tiles (ACT), which allow access to, but conceal the MEP
- Flooring



Benefits of Modular Construction

Speed

- Concurrent factory construction and site preparation
- Faster building approval process through the state
- Reduced weather-related delays with construction under roofed environment
- Replicable system and processes

High Efficiency

- Resource efficiencies – less waste due to factory environment
- QA / QC program and frequent inspections provide immediate feedback





Benefits of Modular Construction

Flexibility

- Process accommodates the specific needs of each project, owner, and architect
- Able to create customized solutions to meet construction goals, incorporating owner's specifications
- Design: match or blend with aesthetics of existing buildings
- Materials: use factory standard materials or provide materials architect/owner has selected
- The best of both worlds: modular buildings can be intermixed with site construction and complex architectural details

Longevity

- Same construction materials as site-built construction, installed on concrete foundation provides at least the same life expectancy as a site-built structure with 50+ years expected lifespan
- Perimeter stem-wall foundations allow accessible space to maintain building utilities over the years





Benefits of Modular Construction

Economy

- Reduced upfront costs with pre-approved factory structural designs
- Buy and build at current market rate avoiding the high cost of prevailing wage rates on site

Control

- Design, procurement, construction, management, delivery, erection, supervision, completion, punchlist, and warranty all under one roof
- Accountability for total project through one point of contact
- Deliver and install in a short time frame, when the weather is good. Reduce the time of construction exposed to the elements or security risks



MOBILE MODULAR

WHO WE ARE

Mobile Modular is one of the largest modular solutions providers in the United States. **Mobile Modular** provides prefabricated customizable modular buildings, mobile office trailers, portable classrooms, portable sales office buildings, prefab restrooms, blast resistant moduls, kitchen solutions and more for rent and sale. With more than 40 years of experience, Mobile Modular serves the education, construction, healthcare, government, commercial, retail, hospitality, kitchen, industrial and petrochemical markets with reliable, flexible space solutions.



MOBILE MODULAR

National Memberships & Affiliations

Sourcewell 

Awarded Contract

Contract # 120822-MMR





INDUSTRIES SERVED

- Construction
- Education
- Government
- Industrial
- Manufacturing
- Medical
- Retail
- Food Service
- Hospitality





FEDERAL CLIENTS

- National Aeronautics and Space Administration
- Department of Homeland Security
- General Services Administration
- Department of Veteran Affairs
- Defense Intelligence Agency
- Department of the Air Force
- Department of the Army
- Department of the Navy
- Department of Defense
- National Parks Services
- US Coast Guard
- US Marine Corps
- Forest Service



GSA Schedule
Contract GS-07F-0401X

Sourcewell

Awarded Contract

Contract # 120822-MMR

CONTRACT INFORMATION

Duns: 096226253
Cage Code: 0PJ96
UEI : LVDDZJ5UBDS4
Size: Large
GSA Schedule 56 Contract # GS-07F-0401X

NAICS Codes:
332311-Prefabricated Metal Buildings
321992-Prefabricated Wood Buildings
531120-Lessors of Non-res. Buildings
531190-Lessors of Other Real Prop.
532120-Truck, Util. Trailer & RV Rental
332439-Other Metal Container Mfg.

PSC Codes:
5410-Prefabricated & Portable Bldgs.
5450-Misc. Prefabricated Structures
N054-Install of Prefab Structures
X111-Lease-Rent of Office Buildings
X199-Lease-Rent of Misc. Buildings



WHY CHOOSE US?



RESPONSIVENESS

Our local branch teams are committed to responding quickly to RFQs, service requests and any other support you might need.



EXPERTISE

Our team of specialists have a long history of expertise and an extensive knowledge of the industry.



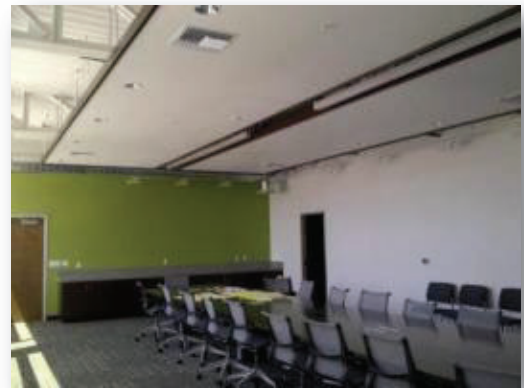
PRODUCT QUALITY

We stand behind every product we deliver. Our products are built by our expert technicians on-site to ensure you have the highest quality building.





Modular Government Projects



Long Beach Gas & Oil – 16,000 sf Admin Bldg.





Modular Government Projects



U.S. Bureau of Reclamation
Klamath Falls, OR
56 Offices, 15080SF



Modular
Government
Projects

City of Los Angeles
Hilda Solis Care First Village Homeless
Housing

60,000SF
232-bed housing complex



Modular Government Projects

See many more at
<https://www.mobilemodular.com/resources/case-studies>



MOBILE MODULAR

Custom Modular Solutions

Your unique project is our quality solution.

Mobile Modular is a nationwide custom modular solutions provider. Our experts will partner with you every step of the way, from design to engineering to installation. We ensure your building is installed on time and within your budget. Our custom modular solutions are ideal for a wide range of applications and uses.



Custom Solutions for All Major Industries



MOBILE MODULAR

Types of Custom Modular Solutions

- Classrooms
- Dormitories
- Administrative Space
- Courtrooms
- Government Offices
- Restrooms
- Medical Clinics
- Cafeterias
- And more!



MOBILE MODULAR

Capabilities of Custom Modular Solutions

- Design Build
- Turnkey Services
- Sustainable Design
- Construction Management
- Foundation Design and Installation
- Utility Design and Installation
- Platforms, Ramps, Sidewalks
- Steps and Canopies
- Site Development
- Multiple Stories
- Customizable
- High-End Exterior and Interior Finishes



MOBILE MODULAR

SITE RELATED SERVICES

ONE VENDOR. MULTIPLE SOLUTIONS.

SITE RELATED SERVICES INCLUDE:

- Site Planning
- Permits
- Project Scheduling
- Clearing & Grading
- Drainage
- Electrical, Plumbing and Utility Installation
- Foundation Design and Installation
- Steps & Ramps
- Sidewalks & Paving
- Landscaping
- And more!



Delta Community
Presbyterian Church

1900 Willow Lake Rd.

Foundations




**Delta Community
Presbyterian Church**
1900 Willow Lake Rd.



Delivery and Install

Delta Community
Presbyterian Church

1900 Willow Lake Rd.

Roof Truss Installation

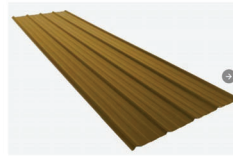
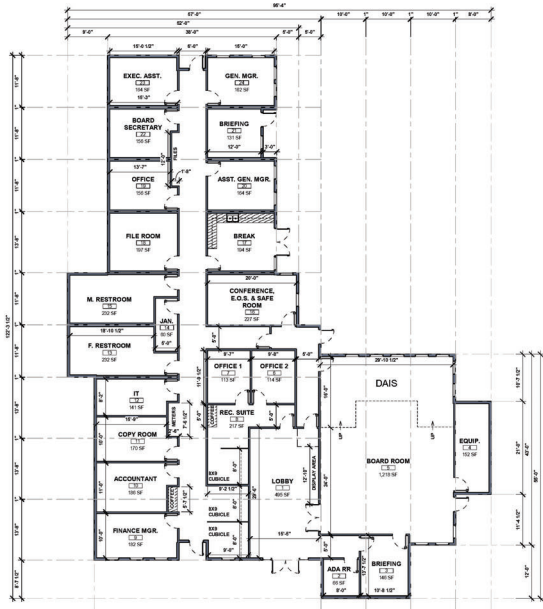


MOBILE MODULAR

Town of Discovery Bay Offices

Presentation Design

3D RENDERING DEPICTS APPROXIMATE LOOK OF FINISHES. FINAL SELECTIONS MAY VARY.



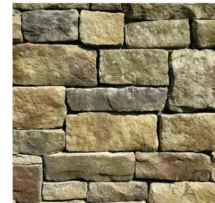
COPPER COLOR METAL ROOF



MAIN SIDING
HARDIE PANEL TEXTURED (SAND)



ACCENT SIDING
VERTICAL METAL (RED)



ACCENT SIDING
STONE VENEER

	MOBILE MODULAR CUSTOM MODULAR SOLUTIONS 844.375.0004 WWW.MOBILEMODULAR.COM	SHEET NO. 1 OF 2 DATE: 11/11/2024 PROJECT: TOWN OF DISCOVERY BAY OFFICES	THIS PRELIMINARY FLOOR PLAN IS FOR PRESENTATION PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS AND FINISHES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
	PRELIMINARY FLOORPLAN		

MOBILE MODULAR

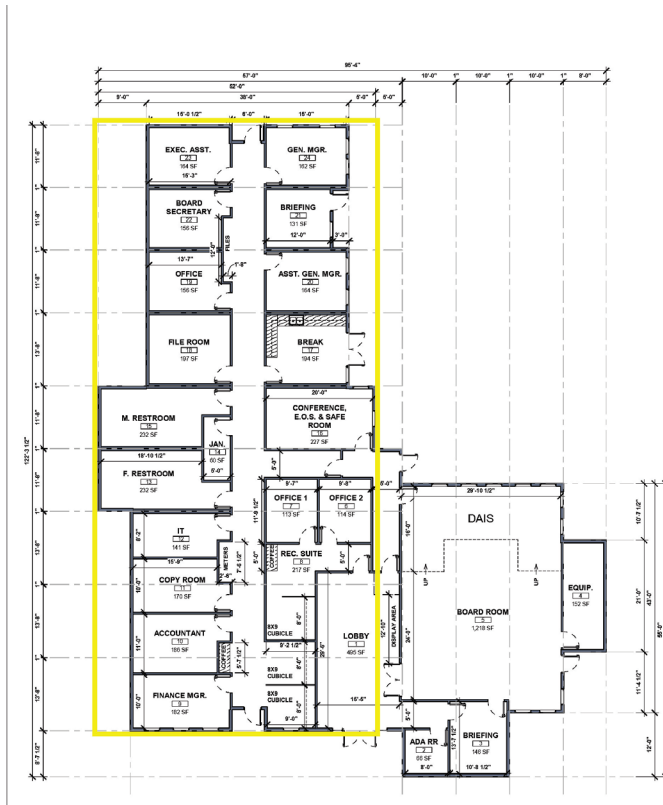
Town of Discovery Bay Offices

Preliminary Placement on Site



Town of Discovery Bay Offices

Possible Phasing for future development





Town of Discovery Bay – New Town Modular Office Building - Project Synopsis

Project Goal:

To Provide a cost-effective, Turnkey Modular Solution, to include: Architectural/Engineering/Modular design services, 100% Construction Drawings, Site preparation, Parking lot development, Permitting, Utility connection, landscaping, hardscapes, Trellis/Awnings, life safety systems, and Modular Building Delivery and installation to include exterior and interior finishing, and furniture if required. Our goal is to provide a complete modular solution to fit your need. All designs to be generated with ADA and Title-24 compliant considerations.

Sequence of Events (Tentative & Non-Exhaustive)

- Design Contract Execution
- Design & Pre-Construction Phase (100% CDs)
 - Evaluation + Planning + Municipality research + AHJ review
 - Modular Building + Component Design
 - Full Site (A/E)
 - Land Use Application
 - Security Fencing & Sound Wall (if required)
 - Life Safety
 - MEP design
 - Low Voltage design
 - Foundation
 - Landscaping + Irrigation Design
 - Permitting
- Site Development + Prep
 - Mobilization
 - General Site Prep & Layout
 - Construction entrance
 - Tree protection
 - Fencing as required
 - Dust Protection
 - Place Dumpsters and Construction equipment
 - Pre-Con Meetings + Site Safety + Site Supervision
 - Demolition
 - Clearing and Grubbing
 - Contour grading
 - Retention / Detention installation
 - Utility lateral routing
 - Rough Grading

Town of Discovery Bay Offices

Project Process Synopsis



- Modular Foundation installation "Pit" Style
 - Footings
 - Stem Wall
 - Access points
 - Ventilation
 - Moisture Protection
 - Rust Prevention
- Modular Delivery and installation (some items are subject to power & water added to building)
 - Modular Fabrication
 - Freight units to site & Stage
 - Crano install units onto "pit" style foundation
 - Buildings installed at grade level
 - Weld units onto foundation
 - Fit and Finish Buildings
 - Install Exterior Siding
 - Install complete roofing system
 - Install Signage
 - Deliver furniture
 - MEP crossovers and connections
- Site Finishing + Additional Modular Finishing
 - MEP Utility Connections & Final Install
 - Includes backfill and grading
 - Low Voltage / Data – Comm Installation
 - Life Safety systems installation
 - Paint Modular interior walls
 - Install Modular flooring
 - Install Modular ceiling
 - Parking Lot installation
 - Hardscape installation
 - Finish Grading
 - Trellis / canopy installation
 - Gutter installation
 - Landscaping
 - Fencing and sound wall installation as required
- Substantial Completion
 - Punch list and repair
 - Final Cleaning
 - Close out process & Documentation

MOBILE MODULAR

THANK YOU

For more information, please call, text, or email.

Joshua Dean

Business Development Manager

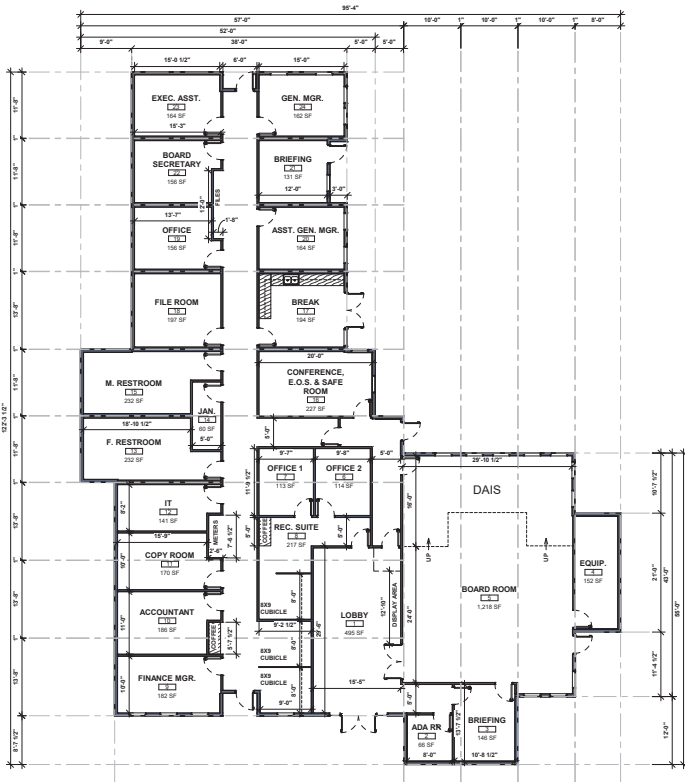
Custom Modular Solutions

951-378-6942

joshua.dean@mobilemodular.com

Or visit mobilemodular.com

3D RENDERING DEPICTS APPROXIMATE LOOK OF FINISHES. FINAL SELECTIONS MAY VARY.



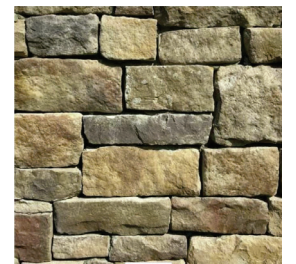
COPPER COLOR METAL ROOF



MAIN SIDING
HARDIE PANEL TEXTURED (SAND)

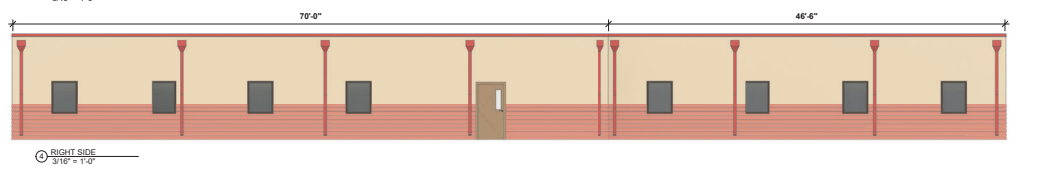
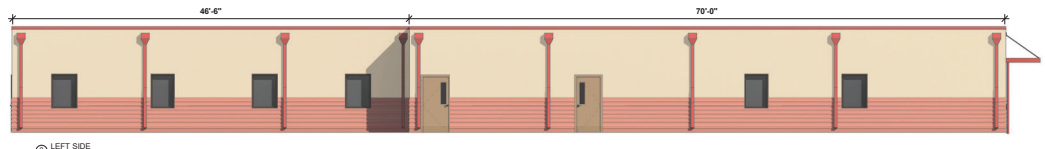
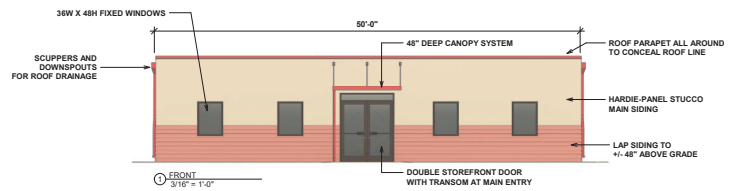
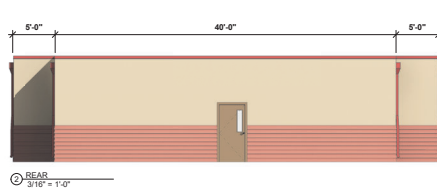
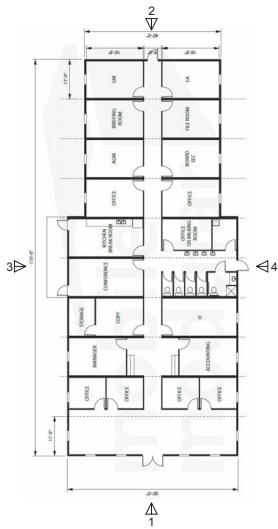


ACCENT SIDING
VERTICAL METAL (RED)



ACCENT SIDING
STONE VENEER

NOTE: RENDERING AND ELEVATIONS DEPICT APPROXIMATE MATERIALS IN A GENERIC LIGHTING CONDITION. FINAL LOOK MAY VARY. PLEASE REFER TO PRODUCT SAMPLES AND COLORS.



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PROJECT	DATE	SCALE
A1	11/15/2024	3/16" = 1'-0"



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Feedback Regarding Veolia North America's Third Amendment to the Water and Wastewater Operations and Maintenance Service Contract.

Meeting Date: May 1, 2024

Prepared By: Dina Breitstein, General Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Provide feedback regarding the proposed DRAFT third amendment to the Veolia North America water and wastewater operational and maintenance services contract.

EXECUTIVE SUMMARY:

On May 11, 2011, the Town and Veolia entered into a contract to operate and maintain the Town’s water and wastewater facilities. On March 16, 2016, the Town and Veolia entered into the First Amendment and Renewal of the contract for a term of 60 months. On April 19, 2017, the Town and Veolia entered into the Second Amendment and Renewal of the contract for a term for the use of the SL-RAT technology.

Veolia’s management team approached staff requesting to amend the current Veolia contract for a third time. The reason for the amendment is the rising inflation costs of goods and services caused by the COVID–19 Pandemic and the additional processes and assets that the Town added to Plant #2. Those processes and assets are the wastewater denitrification process, which includes three denitrification basins, a new oxidation ditch, new efficient rotors, three mix liquor recycle pumpstations and new and more effective bar screen.

District Staff, Legal Counsel, and Engineering Consultants reviewed the proposal and provided feedback and changes. A listing of the Contract Recitals being amended are listed below. *(see attached documents for all adjustments and comments in track changes)*

2 Section 1.2.2, as amended by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall designate at all times a Project Manager/Plant Manager for all of the TOWN's facilities operated by VWWOS. VWWOS and the TOWN intend the Project Manager/Plant Manager role to be a full-time position (provided that the Project Manager/Plant Manager may provide support to other Veolia sites on an as-needed, temporary basis), but in the event of a vacancy in the position, VWWOS shall designate an interim Project Manager/Plant Manager and shall take commercially reasonable steps to promptly fill the Project Manager/Plant Manager position. Prior to selection of a new Project Manager/Plant Manager, VWWOS shall meet and confer with the TOWN regarding VWWOS’s selection of its Project Manager/Plant Manager to give the TOWN reasonable input, including the right to participate in an interview with job candidates prior to their selection by VWWOS. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.”Section 1.2.4, as added by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall have designated at all times a Certified Operator-In-Charge who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of **Appendix B-1**. The Certified Operator-In-Charge shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years’ experience.”

5 Section 2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“The TOWN shall pay to VWWOS an Annual Fee. Beginning March 1, 2024, the Annual Fee shall be \$2,182,325.10.”

6 Section 2.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Beginning on May 1, 2024, the Annual Fee shall be adjusted on May 1 of each year during the term of this AGREEMENT using the formula set forth in Appendix C-6.”

7. Appendix B-1, as added by the First Amendment to the Agreement, is hereby amended as follows.

a. The references to “May 1, 2016” in parts a., b., and e. are deleted and replaced with “March 1, 2024.”

b. The reference to Wastewater Treatment Plan #1 in part a. is hereby deleted and replaced with the following “Retention Pond, Influent Pump Station & Bypass Pump Station Y” with the address remaining as 2500 Channel Road.

c. The table of generators and rolling stock in part f. is hereby deleted in its entirety and replaced with the table in Exhibit 1 attached to this Amendment.

h. Section 4.2.2.4 is hereby deleted and replaced in its entirety with the following:

“Each year, Contractor shall exercise 25% of all distribution valves in the water system, such that over a four-year period 100% of all such valves shall be exercised. Each valve shall be verified to be left in proper operating position and in working condition. If a valve box is not properly aligned over the valve, or if a valve box is sitting too low on a paved road, Contractor shall inform the Town of such condition, so the valve box can be scheduled for repair. For all new valves and valves that have been relocated in the water system, Contractor shall note the location of each such valve using a geographic positioning system (GPS) and shall report such location to the Town so that the Town can enter such location in the Town’s GIS.”

8. Appendix C-6 of the Agreement is hereby deleted and replaced in its entirety with Appendix C-6 attached to this Amendment.

APPENDIX C-6

ANNUAL FEE ADJUSTMENT FORMULA

Beginning May 1, 2024, until the expiration or earlier termination of this Agreement, the Service Fee shall be adjusted annually, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term, according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

- (a) 30% of the year-to-year change in the Consumer Price Index, All Urban Consumers (“CPI-U”), Not Seasonally Adjusted, US City Average, All Items, Series ID: CUUR0000SA0, as published by the United States

Department of Labor, Bureau of Labor Statistics;

plus

- (b) 70% of the year-to-year change in the Employment Cost Index ("ECI"), Not Seasonally Adjusted Table 4, Compensation-Civilian Workers-Service Occupation, as published by the United States Department of Labor, Bureau of Labor Statistics.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March.

If the Escalation Factor for any Agreement Year would be 2% or less, then the Escalation Factor for such Agreement Year shall be deemed to be 2%. If the Escalation Factor for any Agreement Year would be 5% or more, then the Escalation Factor for such Agreement Year shall be deemed to be 5%.

Where:

A = Blended Escalation Adjustment Factor
B = CPI-U Escalation Adjustment Factor
C = ECI Escalation Adjustment Factor

B1 = Previous Year CPI-U Index (month of the prior Agreement Year)
B2 = Just-ended Year CPI-U Index (month of the current Agreement Year)

C1 = Previous Year ECI Index (month of the prior Agreement Year)
C2 = Just-ended Year ECI Index (month of the current Agreement Year)

Calculation:

$B = (B2-B1)/B1 \times .3$
 $C = (C2-C1)/C1 \times .7$
 $A = 1 + (B+C)$
Adjusted New Service Fee = Old Service Fee x A

Example:

$B = (110-107)/107 \times .3 = .008411$
 $C = (110-107)/107 \times .7 = .019626$
 $A = 1 + (.008411 + .019626)$
 $A = 1.028037$

Adjusted New Service Fee = \$300,000 x 1.028037 = \$308,411.10

FISCAL IMPACT:

\$2,182,325.10 an increase of \$311,213.94 in fiscal year 24-25

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

Contract Dated May 11, 2011
First Amendment Dated March 16, 2016
Second Amendment Dated April 2017

ATTACHMENTS:

1. Current Contract Amendment dated March 16, 2016.
2. Proposed Contract Amendment (track changes).

**FIRST AMENDMENT AND RENEWAL OF
CONTRACT FOR THE OPERATION AND MAINTENANCE OF WATER,
WASTEWATER FACILITIES FOR THE TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

This First Amendment and Renewal dated as of the 16th day of March, 2016, is made between the Town of Discovery Bay Community Services District ("Town" or "District") and Veolia Water West Operating Services, Inc., ("VWWOS").

RECITALS

A. WHEREAS, the Town and VWWOS entered in that Contract for the Operation and Maintenance of Water, Wastewater Facilities for the Town of Discovery Bay Community Services District dated and effective May 1, 2011 ("Contract");

B. WHEREAS, the Town and VWWOS desire to enter into this First Amendment and Renewal to modify and expand upon the provisions of the Contract, by mutual agreement of the parties and in accordance with Section 8.5 of the Contract, and to renew the Contract, as modified herein, for a term of sixty months in accordance with Section 3.1 of the Contract;

C. WHEREAS, the Board of Directors of the Town approved the amendment and renewal of the Contract by the unanimous action of the Board of Directors on March 16, 2016, during a regularly scheduled meeting of the Town; and

D. WHEREAS, in consideration of the mutual covenants and conditions contained in this First Amendment and Renewal, the parties agree as follows:

**Article I
AMENDMENTS TO CONTRACT**

The Contract is hereby modified as follows:

1. Section 1.2 is hereby deleted and amended to read in its entirety as follows:

VWWOS shall staff the Project with ten employees in accordance with Section 1.2.1 who have met appropriate licensing and certification requirements of the State of California.

2. Section 1.2.1 is hereby deleted and amended to read in its entirety as follows:

VWWOS Contract price is based on not less than ten (10) full time employees as proposed by VWWOS to the TOWN. VWWOS shall staff the FACILITIES with not less than ten (10) full time employees or equivalent throughout the year. VWWOS shall fill any vacancy that results in less than ten (10) full time employees within 90 days ("Recruitment Period"). VWWOS shall be responsible to ensure that the FACILITIES are adequately staffed and agreed upon services are provided to the TOWN during the Recruitment Period, including the procurement

and provision of temporary staff. VWWOS will credit back to the TOWN the fully burdened wage of all positions not filled within 90 days during a given fiscal year. The credit will be in an amount rounded to the nearest 8 hour day (at five days per work week) to begin totalizing at the 90 day mark. For example, if a position is left open for 4 weeks past 90 days, the credit amount will be a fully burdened 160 hours (5 days X 8 hours X 4 weeks). The TOWN may forgive a credit at the TOWN's sole discretion if substantial progress is made toward filling a position.

3. Section 1.2.2 is hereby deleted and amended to read in its entirety as follows:

VWWOS shall have at all times a full time Project Manager/Plant Manager for all of TOWN's facilities. This manager shall possess at a minimum Grade 3 Wastewater, State of California license or higher if required by the State of California. Upon reclassification of the Plant to a Class 4 Facility, the manager shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California. The Project Manager/Plant Manager must have at least 5 or more year's equivalent experience at either the Grade 3 or Grade 4 level operating wastewater facilities. VWWOS shall notify the TOWN prior to changing Project Managers/Plant Managers. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.

4. The Contract is hereby amended by adding a new Section 1.2.4, which reads in full as follows:

VWWOS shall have at all times a full time Chief Plant Operator who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of Appendix B-1 attached and incorporated by reference herein. The Chief Plant Operator shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years' experience.

5. The Contract is hereby amended by adding a new Section 1.2.5, which reads in full as follows:

Beginning with the year of operation commencing May 1, 2016, the Project staff provided by VWWOS shall include nonexclusively (1) Instrumentation and Control Tech/Electrician, and (2) a Utility Worker. Job descriptions for these positions are attached hereto as Appendix F-1 and Appendix F-2, each incorporated herein by this reference. VWWOS shall include two designated representatives of the TOWN in interviews of candidates identified for the Instrumentation and Control Tech/Electrician. In addition to those functions necessary to perform the Scope of Services provided for herein, the Instrumentation and Control Tech/Electrician may be assigned to perform Additional Services for the benefit of the TOWN, at no additional compensation to VWWOS, where the Additional Services are limited to services or projects relating to facilities and/or equipment that the parties anticipate will ultimately be operated and/or maintained by VWWOS.

6. The Contract is hereby amended by adding Appendix F-1, which is attached hereto and incorporated by reference.

7. The Contract is hereby amended by adding Appendix F-2, which is attached hereto and

incorporated by reference.

8. Section 2.1 is hereby amended to add the following sentence at the end of the section:
For the year of operation commencing May 1, 2016, the Annual Fee shall be \$1,553,034.
9. Section 2.5 is hereby deleted and amended to read in its entirety as follows:
Upon the Town's awarding of Additional Services to VWWOS, the Parties shall amend this Agreement to either (1) increase the Annual Fee to reflect the price of the added scope of expanded services, or (2) include a mutually agreed one-time or recurring fees payable by the Town to VWWOS for the Additional Services.
10. Section 3.1 is hereby amended by striking "fifty (50)" and replacing it with "thirty (30)".
11. The Contract is hereby amended by deleting the existing Appendix B in its entirety and adding Appendix B -1, which is attached hereto and incorporated by reference.
12. The Contract is hereby amended by deleting the existing Appendix C-1 in its entirety and adding Appendix C -1.1 which is attached hereto and incorporated by reference.

Article II RENEWAL OF CONTRACT

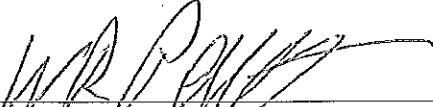
Pursuant to Section 3.1 of the amended Contract, the parties hereby agree to renew and extend the terms of the Contract, as amended and in entirety, for a period of sixty (60) months which shall commence May 1, 2016 ("Effective Date").

Article III MISCELLANEOUS

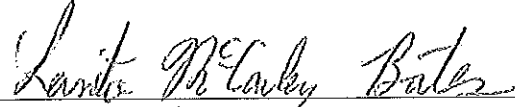
Except as modified herein, all terms and provisions of the Contract remain in full force and effect and are hereby ratified by the parties. This First Amendment and Renewal sets forth the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations. There are no additional oral or written representations or agreements. In the case of any inconsistency between the provisions of the original Contract and this First Amendment and Renewal, the provisions of this First Amendment and Renewal shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment and Renewal to the Contract as of the date first hereinabove written.


"Town"
Town of Discovery Bay CSD

By: 
Bill Pease, President

"VWWOS"
Veolia Water West Operating Services, Inc.

By: 
Lanita McCauley Bates,
Senior Vice President

and

By:  4/29/2016
Catherine Kutsuris, General Manager

APPROVED AS TO FORM


By: 
Rod A. Attebery
District Legal Counsel

EXHIBIT F-1

JOB DESCRIPTION INSTRUMENTATION AND CONTROL TECH/ELECTRICIAN

The Instrumentation and Control Tech/Electrician plans for and supervises activities in connection with the installation and replacement of instrumentation and control system integration equipment along with wiring and conduit installation; directs the preparation of designs, plans specifications based on studies and analysis, reviews contractor's bids, reviews consultant's plans, and supervises acceptance tests and construction activities. This position designs and makes changes to Supervisory Control and Data Acquisition system (SCADA) and Programmable Logic Control (PLC) programming set along with hard wiring changes as required.

- Two year technical degree in electronic engineering, electronic engineering technology or computer process control technology from a recognized school of engineering and technology or technical institute. Course work should include process control engineering or the equivalent.
- Four years of experience in installation and startup of supervisory control and data acquisition systems in with water or wastewater utility or an equivalent.
- Knowledge of Intellutions Software, the construction, operational characteristics and functions of plant and equipment; and the functions of testing and maintenance equipment used in the work.
- Ability to utilize office software including word processing, work management and spreadsheet products.
- Ability to do original research, make logical analysis, prepare reports covering estimated installation, operation and maintenance costs, and make recommendations in a clear and concise manner.
- Familiar with operations of sections and departments with which involved.
- Sound judgment required to properly weigh the relative importance of the various problems involved in the work.
- Knowledge of Honeywell and Bristol Babcock transmitter, Allen Bradley PLC, Modicon or other SCADA software, and RS logic software.
- Ability to furnish instructions and interpretations of Company policies, rules, and practices.

- Knowledge of the safety rules and practices of the Company; and ability to impart the knowledge effectively to employees of the Division.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondences, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, contractors and field personnel.
- Ability to comprehend and apply principles of advanced calculus, modern algebra, and advanced statistical theory. Ability to work with concepts such as limits, rings, quadratic and differential equations, and proofs of theorems.
- Must be able to pass a drug screen and criminal background check.
- Must be available for standby shifts and to assist in resolving treatment plant problems during off shift hours.

EXHIBIT F-2

JOB DESCRIPTION UTILITY WORKER

The Utility Worker performs operations of the belt press and associated structures along with a variety of routine cleaning, maintenance and repair to tanks, drains, equipment, culverts, grounds and buildings. Also will assist in collections system flushing, lift station inspections, and other assigned tasks.

- Cleans process tanks and structures as required.
- Cleans facility grounds, roadways, walkways, fencing, gates and parking areas.
- Maintain appearance of plant grounds by cutting, trimming or weeding grass, shrubs, and trees.
- Performs housekeeping tasks for work area, tools, and equipment.
- Loads and unloads vehicles, carts, trailers, and other equipment as required.
- Under supervision, performs routine lubrication and service work to plant equipment.
- May assist in all other areas as directed.
- Must be able to pass a drug screen and criminal background check.
- Knowledge of the safety rules and practices of the Company; and ability to impart the knowledge effectively to employees of the Division.

APPENDIX B-1

DESCRIPTION OF PROJECT (Effective May 1, 2016)

VWWOS agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities existing as of May 1, 2016 within the present property boundaries of or being used to operate TOWN's Treatment facilities located in Discovery Bay, CA at:

Wastewater Treatment Plant #1
2500 Channel Road

Wastewater Treatment Plant #2
17501 Highway 4

Willow Lakes WTP
1800 Willow Lake Road

Newport WTP
1800 Newport Drive

- b. All equipment, grounds and facilities existing or planned as of May 1, 2016 within the present property boundaries of pumping stations described as follows:

Lift Station "A" – Located between 4810 & 4820 Discovery Point
Lift Station "C" – Corner of Willow Lake Rd and Beaver Lane
Lift Station "D" – Next to 750 Discovery Bay Blvd.
Lift Station "E" – Corner of Discovery Bay Blvd and Cabrillo Pt
Lift Station "F" – Corner of Willow Lake Rd and Riverlake Rd
Lift Station "G" – Corner of Willow Lake Rd and Starboard Dr.
Lift Station "H" – End of Marina Rd.
Lift Station "J" – Corner of Clipper Dr and Windward Pt
Lift Station "R" – Corner of Newport Drive and Beacon Pt
Lift Station "S" – North Edge of Regatta Park – Foghorn Way
Newport Lift Station. - Corner of Newport Dr and Slifer Dr.
Lakeshore Lift Station - End of Yosemite Way
Lakes Lift Station – End of Fernridge Circle
Lakes 4 Lift Station – End of Pine Hollow Circle
Bixler Lift Station – South end of Old River Elem School.
Golf Valve Station – Corner of Channel Rd and Hwy 4

- c. The existing wastewater collection system consisting of approximately 49 miles of gravity sewers and force mains, 24 air relief valves and the existing manholes in service as of May 16, 2016, and collection systems improvements and planned expansions consistent with the Wastewater Treatment Master Plan dated February 2013.
- d. The existing water distribution system consisting of approximately 49 miles of water lines ranging in size from 6 to 16 inches and approximately 1,200 valves in service as of May 1, 2016, and distribution systems improvements and planned expansions consistent with the Water Master Plan dated January 2012. (Note: All backflow program associated tasks, water meter O&M and reading as well as all fire hydrant maintenance remains with the TOWN.)
- e. All equipment, grounds and facilities existing as of May 1, 2016 within the present property boundaries of the water wells described as follows:

Well #1
1037 Discovery Bay Blvd

Well #2 (no physical address)
Adjacent to 1535 Discovery Bay Blvd

Well #4A
1800 Newport Drive

Well #5 (no physical address)
Adjacent to 2400 Newport Drive

Well #6
1800 Willow Lake.

Well #7 (no physical address)
Newport Drive (westside of Bridge)

Well #8 (planned as of May 1, 2016)

f. All generators and rolling stock described as follows:

Year	Portable Equipment	Horse Power	Fuel Type	Vin #	License #
1999	Caterpillar Forklift GP30 K (6000-lb)		Propane	AT13E30402	n/a
1999	Energy Generator 350KW (Well #5)		Diesel	1B9AB17ZZX1231016	SE481328
1999	Gorman Rupp Pump (Trash Pump)	30hp	Gas		1153697
2000	Mighty Mover Multiquip Generator 60KW #1	77hp	Diesel	4AGDU1224YC033261	1306775
2001	Whiteman Multiquip Generator 60KW #2	77hp	Diesel	4GNFU12251B006567	1306759
2003	GEHL CTL-60 Track Loader	67hp	Diesel	21300998	n/a
2004	PJ Trailer Mfg. Dump Hauler	N/A	N/A	4P5DT102041062276	954074
2005	Forest River Emergency Utility Trailer	N/A	N/A	5NHUVH0176T604000	1167686
2005	Texas Bragg Landscape Utility Trailer	N/A	N/A	17XFB101X51055624	4GP7317
2005	Universal UTT460 Pressure Washer Trailer	13hp	Gas	1U9BU14265C088120	954075
2005	Universal UTS000 Trash Pump Trailer	11hp	Gas	1U9BU11185C088129	954076
2005	Cummins Multiquip Generator 150KW (Newport LS)	364hp	Diesel	4AG3U23285C039608	1306758
2006	Hull Fuel Tank w/Trailer (Diesel Fuel only)	1/4hp	Electric	D8595	1306774
2006	Texas Bragg Equipment Trailer (16-ft)	N/A	N/A	17XFF202861064424	954088
2006	Texas Bragg 6x10MC - Cal-Trak Trailer	N/A	N/A	17XFM101261066855	1358832
2007	C&D Multi-Quip Generator 132KW @ Plant 1	N/A	Diesel	5SLBG15277L002237	1306757
2008	Multiquip WhisperWatt 45 Ultra Silent	56.7hp	Diesel	4GNFU122X8B024444	1284819

Year	Vehicles	Horse Power	Fuel Type	Vin #	License #
1995	International F82 Truck w/Conveyor (Bio-solids)	N/A	Diesel	1HSHGALR8SH639253	1169787
2006	Chevy / Jomac Utility Truck (Boom Truck)	N/A	Diesel	1GBE5C1226F433550	1217613
2008	Aquatech Combination Cleaner-Vac Truck	N/A	Diesel	1HTWGAZT98J577675	1310628
2010	Case 570 MXT Tractor	N/A	Diesel	JJGN570MCBC547030	
2014	Red Trailor with Hotsy	N/A	N/A	LN2971114E2198755	
2011	John Deere Utility Vehicle	N/A	Gas	1M0550FBTCM014766	
2012	Pioneer 4 th Pump	N/A	Diesel	PPSP44S8-002	1437084
2011	Genie TZ-50 Lift	N/A	Electric	5D8AA2311C1000387	1326117
2015	MQ 300 Generator 300KVA	N/A	Diesel	9100384-L016553	

g. The facilities as defined above shall include minor improvements and additions to the facilities as is typical for continuous improvements in reliability and process performance. Such minor additions shall not result in an increase in the Annual Fee to VWWOS. New facility additions or expansions that significantly increase the work requirements for VWWOS and cannot be accommodated within the contracted staffing levels shall require a modification of the Annual Fee to VWWOS in the amount of the actual cost to perform the additional services.

h. General Scope of Services

The following are the scope of services applicable to this Agreement.¹

4.1 General Scope of Services

4.1.1 Contractor shall operate, maintain and monitor the Project on a 24-hour per day, seven-day per week schedule, using the Town's existing alarm system (SCADA) to notify operators of need for immediate attention. The alarm system automatically forwards notice of emergency until response is made.

4.1.2 Contractor shall provide an emergency telephone number to the public, the Town and other as-needed local agencies for after hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.

4.1.3 Contractor's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the Town, or as mutually agreed upon to reflect local custom and practice.

4.1.4 Contractor shall be responsible for all Maintenance and Minor Repairs for the Project. Contractor shall purchase materials and services necessary to perform the scope of work directly or through the Town's purchasing system.

4.1.4.1 "Minor Repairs" means any repair's costing less than \$500 per repair, replacement of belts, lubrication, removal of pumps to de-rag, replacement of chemical pumps purchased by the Town, various electrical services, etc. Contractor shall be responsible for all repairs, regardless of cost, for contractor's negligence, or lack of maintenance performed on Town owned equipment.

4.1.5 TOWN shall furnish all electricity, water, bulk process chemicals and generator fuels for all facilities. Contractor shall operate facilities in an energy and chemically efficient manner.

¹ All numbering under subsection "h" begins with 4.1. This numbering system was used in the original Request for Qualifications and the parties have elected to not change that numbering sequence here for purposes of convenience.

- 4.1.6 (Reserved)
- 4.1.7 Contractor shall maintain all facilities with a neat and clean appearance. All weeds and trash shall be regularly removed from all sites and equipment, tools, and Town assets properly stored. Town shall provide weed control at Wastewater Plant 1 and Plant 2.
- 4.1.8 Contractor shall maintain and continuously update the Town's Computer Maintenance Management System (CMMS). The current system is Jobs Plus.
- 4.1.9 Contractor shall maintain and continuously update the Town's collection and distribution system GIS system. The system current GIS system is through INFONET.
- 4.1.10 Contractor shall provide its own staff communication system and vehicles to complete work within the Town.
- 4.1.11 Contractor shall provide its own computers and software for plant operations, permit monitoring and compliance, daily reports, normal office functions, and monthly reporting to the Town and the State Board.
- 4.1.12 Contractor shall utilize Town-provided computers and software systems for the SCADA system, the CMMS system, and the INFONET GIS system, unless otherwise approved by the Town.
- 4.1.13 Contractor shall assist the Town in creating and/or revising ordinances with regard to utilities operation responsibilities.
- 4.1.14 Contractor shall submit its list of recommended Capital Expenditures in conjunction with the Town's budget preparation process for the next fiscal year, or as requested by the Town. If approved, the Town will make arrangements for the design and construction of said improvements. Contractor shall not be relieved of its responsibility to perform the services required as per the Scope of Service if the recommendations are not implemented. However, improvements needed to meet water quality requirements, prevent damage or injury, or are necessary to meet federal, state or local laws rules or regulations for the safety of persons in or about the facilities shall not be optional for the Town.
- 4.1.15 Contractor may be asked for and preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the Town. Contractor shall provide operational data as necessary for design and construction of systems improvements.
- 4.1.16 Town will manage Backflow and Cross-Connection Program.
- 4.1.17 Contractor shall provide technical and operational support in relation to any new or existing utility infrastructure plans, including but limited to plans, specifications, and/or contract review. Contractor shall be responsible for providing appropriate personnel to attend design review and pre-construction/construction meetings as needed.

- 4.1.18 In cases where an emergency or urgency to protect life, property, and the environment occurs; the Contractor shall act immediately to preserve life and property and the environment. The contractor shall purchase goods and services as necessary and shall submit vouchers with documentation for payment by the Town for such services and goods, and maintain records, which shall be available for audit at request of the Town. Where responsible for payments of services and materials, Contractor shall satisfy debts in a timely manner.
- 4.1.19 Contractor shall maintain in a good condition the Town's operating equipment, buildings, materials, supplies, documents, manuals, specification copies and shall duly account to the Town as a fiduciary thereof for those possessions until the time the Town assumes the responsibilities relating to the respective function for which the property was utilized by Contractor. Contractor shall report to the Town the status and conditions of its properties in the quarterly report. Contractor shall assist the Town in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures.
- 4.1.20 Contractor shall implement the Town's current CMMS. Contractor shall provide monthly reports to the Town regarding operational activities, non-routine maintenance expenditures, outstanding work orders and the days outstanding.
- 4.1.21 Contractor shall organize, set up, and implement a central store for the purpose of controlling inventory used in the maintenance and operations of the project, water, and wastewater. All inventories shall be tracked through the CMMS as goods received and goods expended by work order activities. Contractor shall provide statistics of these activities in a quarterly report to the Town.
- 4.1.22 The CMMS system currently has work orders identified to date for maintenance of the facilities. However, the asset management and inventory tracking portion of this program is currently not populated with information. Contractor shall conduct an inventory of existing Town assets and inventory items with the Town and enter the information into the CMMS system within 6 months of taking over operations. The Contractor shall continuously track, update, and maintain the Town's assets and inventory as part of the CMMS.
- 4.1.23 Contractor shall provide personnel dedicated to the activities of 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6.
- 4.1.24 Contractor shall assist the Town in submitting information on all major maintenance and capital improvements needed for the next fiscal year.
- 4.1.25 Contractor shall annually provide detail analysis of the Town's infrastructure needs of repair or replacement to provide a priority listing and cost estimates to justify any budget request for the reported needs. A summary report shall be provided to the Town by March 31st of each Calendar year.
- 4.1.26 Contractor shall be familiar with and maintain existing Federal, State, and Local permits required to operate the Town's Water System. Contractor shall make the Town aware and assist the Town in acquiring any new Federal, State, or Local permits required to operate

the Town's Water System.

- 4.1.27 Contractor shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Project. Such records shall become property of the Town and shall include, but not be limited to NPDES reporting requirements, and various other State of California reports.
- 4.1.28 Contractor shall ensure sufficient staffing levels of qualified personnel at all times to perform the required duties.
- 4.1.29 The Town has a history of power failures and poor power quality from PG&E. The treatment, distribution, and collection facilities are designed to automatically return to operation after power failure events. However, there have been many instances where equipment did not come back into service after a power failure. This has resulted in NPDES violations. To prevent further instances, the Contractor shall physically inspect all District facilities within 2 hours after a power failure and ensure that all equipment, instrumentation, and the SCADA system are working properly.
- 4.1.30 The TOWN shall provide VWWOS, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of TOWN's heavy equipment that is available so that VWWOS may discharge its obligations under this Agreement in the most cost effective manner.
- 4.1.31 TOWN shall continue to maintain all owner permits including federal, state and local permits required to operate the Project and associated TOWN facilities.
- 4.1.32 Contractor shall perform maintenance as follows for all facilities.
- 4.1.32.1 Contractor shall perform all preventative maintenance listed in equipment operations and maintenance manuals and the Town's facility operation and maintenance manuals at contractors cost. This includes lubrications, belt replacements, mechanical and electrical equipment cleaning, pumping packing, flush water, weir cleaning, pump rotation, etc. A detailed preventative maintenance schedule with specified equipment, PM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor.
- 4.1.32.2 A detailed routine maintenance schedule with specified equipment, RM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor. Contractor shall track and manage the routine maintenance and equipment troubleshooting and repairs of all Town facilities, equipment and buildings with the Town's CMMS system. This system has a priority assigned to all work order items. Work order items have been assigned a priority based on a criticality review conducted by the existing operations staff. The review assigns a priority from 1 to 24 with 24 being the highest priority for completion. The Contractor shall complete all work orders within the following time frames. The Town will periodically review equipment prioritization with the Contractor as needed.

Priority 20 to 24: 24 hours
Priority 15 to 19: 1 week
Priority 10 to 14: 30 days
Priority 5 to 9 : 60 days
Priority 1 to 4 : 90 days

- 4.1.32.3 If equipment, instrumentation, vehicles, instrumentation, or the SCADA system are not functioning properly, Contractor shall perform industry standard troubleshooting as outlined in the equipment operations and maintenance manuals and the Town's facility operations and maintenance manuals. This includes checking circuit-breakers to make sure equipment has power along with other troubleshooting tasks.
- 4.1.32.4 If after troubleshooting, equipment or systems are deemed to be in need of repair or replacement, Contractor shall manage the repair or replacement process. Contractor shall obtain quotes from vendors and subcontractors for inspection, diagnostic, repair and replacement as needed. The cost of repair or replacement shall be paid for by the Town. Contractor shall obtain approval from the Town prior to initiating repairs. The Town may request Contractor obtain additional quotes if repair costs are deemed too high. All repair costs shall be directly paid for by the Town without markup from Contractor.
- 4.1.33 In the event the Contractor fails to perform any obligation set forth in this Agreement, in a timely manner, the Town shall notify the Contractor of the issue with a reasonable date to remedy the situation. If the Contractor fails to perform services by the provided date, the Town may at its option independently obtain bids for the performance of the service. In such cases, the Town may withhold the cost of such services from monthly payments to the Contractor. Costs withheld may include the reasonable time and materials for Town personnel as well as the costs attributable to outside contractors.

4.2 Water Operations Management

4.2.1 Water Production

- 4.2.1.1 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.1.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.1.3 Contractor shall test the water and maintain chlorine residuals throughout the Town. Additionally, the water shall be sampled and confirmed acceptable for consumption per state and federal requirements. Contractor to ensure testing is being properly performed.
- 4.2.1.4 Contractor has no responsibility for the quality of water received from the

wells, but is responsible for providing additional treatment to allow safe drinking water being delivered to customers, if such is possible using equipment and chemical treatment systems provided by the Town.

4.2.1.5 Contractor shall operate, maintain, and make minor repairs to the Town's municipal water wells, booster pumps, electrical equipment, and all equipment necessary to produce safe drinking water for the customers of Discovery Bay CSD. Contractor shall ensure that all water produced for drinking shall meet or exceed all federal, state, and local laws regulating the quality of safe drinking water through regular and required laboratory analysis. Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and Capital Expenditures needed to provide a safe and sufficient supply of water for all current and planned customers.

4.2.1.6 Contractor shall operate, manage and perform required maintenance along with minor repairs on the Town's water wells, water storage tanks and treatment facilities and shall immediately notify the Town when specialized maintenance, repairs, rework appears to be required, and shall coordinate repairs on the Town's behalf.

4.2.1.7 Contractor shall annually certify or calibrate all flow meters and repair and replace meters as necessary. The TOWN will reimburse the Contractor for costs associated with annually certifying or calibrating all flow meters and repairing and replacing meters

4.2.1.8 Contractor shall provide standby personnel for emergencies involving the Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents. Contractor shall notify the Town of such events.

4.2.2 Water Distribution

4.2.2.1 Contractor shall operate and maintain the Town's water transmission and distribution systems and air release valves. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after notifying Town of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.

4.2.2.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.

4.2.2.3 Contractor shall clean/flush twenty-five percent (25%) of water system lines annually. Contractor shall track the water volume used to conduct this service

as part of the annual water use accounting. The entire water distribution system shall be cleaned within four-years, unless directed by the Town otherwise.

- 4.2.2.4 All distribution valves shall be operated at a minimum of once per year with the date of operation recorded for future reference. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual "operation", a geographic positioning system (GPS) reading shall be taken. The GPS location data shall be entered into the Towns GIS system (INFONET) monthly. If the valve box is not properly aligned over the valve, the Town should be made aware of this, so valve box can be scheduled for repair. On paved roads, where valve boxes that are sitting too low, the Town should be made aware of these for future repairs.
- 4.2.2.5 Contractor shall notify the Town and may be asked to manage emergency and other water line repairs unless otherwise directed by the Town
- 4.2.2.6 Contractor shall provide technical and operational water information (non-engineering) on an annual basis or as needed for grant, loan, and bond application preparation efforts of the Town.
- 4.2.2.7 Contractor shall assist Town on locating water mains for USA-markings (underground locating) when asked to assist. For the most part, the Town will be responsible for the USA-markings.
- 4.2.2.8 All water mains and service line installations and most service and water main repairs will be completed by an Town's contractor.

4.2.3 Wastewater Collection

- 4.2.3.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater collection systems, including mains, force mains, and lift stations. Contractor shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, odors or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.3.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.3.3 Contractor shall enter, open hatches, and physically inspect all lift stations for any irregularities, perform other checks, and change pump lead lag sequences a minimum of once per week.

- 4.2.3.4 Contractor shall inspect for proper operation and clean air relief valves as necessary a minimum of once every quarter.
- 4.2.3.5 Contractor shall annually clean, inspect and video twenty-five percent (25%) percent of sanitary gravity wastewater lines. Contractor shall work with the Town to determine the priority of the gravity wastewater lines needing to be cleaned. Contractor shall also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions and notify Town of any deficiencies. A geographic positioning system (GPS) reading shall be taken on each manhole inspected. Contractor shall televise the identified trouble spots in the system and note service lateral connection locations. This shall ensure that all blockages, sources of odors or breaks have been cleaned or identified. Consideration of the location and traffic control shall be given to determine the best time to perform the work. In addition, direction of flow in the sewer system shall be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residence. Contractor shall assist Town with any sewer main repair work when requested.
- 4.2.3.6 The Town uses the INFONET GIS system for management of the collection system. The contractor shall maintain and update all collection system activities into the INFONET system for proper tracking. This includes maintenance activities, pipe replacement, manhole assessments, sewer calls, blockages, cleaning activities, electronic video inspections, and overflow incidents. Contractor shall provide a qualified person to maintain system records and drawings on the Town's GIS system.
- 4.2.3.7 Contractor shall provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction. Updates shall be submitted to the Town's engineering staff for recording at a minimum of once per month.
- 4.2.3.8 Removal of blockage in the wastewater collection lines shall occur only within public easements or as directed by the Town. The cleaning of house laterals on private property shall not be the Contractor's responsibility unless there is a circumstance where the private property line problem may have been caused by Contractor performance of their duties on the Town's system.
- 4.2.3.9 Leaks in manholes shall be reported to the Town for evaluation and needed repairs.
- 4.2.3.10 When a lift station alarm condition occurs, the SCADA system is designed to notify plant operators. If the alarm is sounded during normal work hours, a crew shall be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person notified by the SCADA system shall proceed to the area within one hour to diagnose and repair the problem. All efforts shall be expended to prevent, or minimize, any spills or overflows.
- 4.2.3.11 Twice a year, Contractor shall conduct lift station operation evaluations of all lift stations via SCADA, flow meters, operations logs, and pump run times. Pump run

times, proper pump rotation, total pump station flow (if available), will be compared to the previous 6 months to determine if excessive pump run times, on-off cycles, or abnormal flow conditions are occurring. A summary report stating the station is operating normally or abnormally shall be provided to the district twice a year. A similar evaluation shall also be made after major repairs or replacements of pumps at an individual lift station. Cost associated with this work, is the responsibility of the Contractor.

- 4.2.3.12 Contractor shall exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies.
- 4.2.3.13 Contractor shall set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary. This information shall be entered and maintained in the INFONET GIS system.
- 4.2.3.14 Contractor shall actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.
- 4.2.3.15 Contractor shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the Town.
- 4.2.3.16 Contractor shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
- 4.2.3.17 Contractor shall develop and maintain a crew for emergency operations and minor repairs of all aspects of the Wastewater Collection System when needed.

4.2.4 Wastewater Treatment

- 4.2.4.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater treatment facilities and all equipment necessary to produce safe and properly treated wastewater effluent that meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigation systems or discharge to permitted receiving waters.
- 4.2.4.2 Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and capital improvements it believes are needed to provide a proper and sufficient wastewater treatment system for all current and planned customers of the Town.
- 4.2.4.3 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall provide training opportunities for employee certification maintenance and knowledgeable improvements.
- 4.2.4.4 Contractor shall provide labor for the collection, hauling, testing, and storage of

biosolids at wastewater treatment plant No. 2. It shall be Town's responsibility to properly dispose of all byproduct waste generated by the Town. Contractor shall track and manage disposal activities for the Town per EPA 503 and the Town's EPA 2S permit, including sludge, metals, and nitrogen loading rates and total tons disposed. It shall be the sole right and responsibility of Town to designate, approve or select disposal sites to be used by Town for Town's waste materials. All waste, byproduct treated, generated during Contractor performance of services is and shall remain the sole and exclusive property of Town. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Town.

- 4.2.4.5 Contractor shall provide standby personnel for emergencies involving the Waste Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding all aspects of waste water, and in no event later than one (1) hour after being notified of such incidents.

4.2.5 SCADA

- 4.2.5.1 The Town's current SCADA system is based on typical industrial instrumentation, dedicated controllers, Modicon PLCs and RsView 32 SCADA software located at various facilities with radio communication to remote facilities. The SCADA system is provided as a tool by the Town to assist the Contractor in operating the facilities. However, the SCADA system is periodically down for service, power outages, faulty instruments, and faulty communication. The Contractor is still responsible for all proper operation of all facilities if the SCADA system fails.

- 4.2.5.2 Contractor shall provide personnel with experience and knowledge to provide normal maintenance and troubleshooting of the SCADA system, hardware and software.

- 4.2.5.3 Contractor may implement new programming, hardware, and communication to the existing SCADA system to assist in operation of facilities, with approval from the Town. Such changes shall be made at Contractor's cost. All additional SCADA devices shall be programmed in the same protocol of the Town's existing SCADA system. Complete documentation and the latest program shall be updated and kept on file with the Town. The Town will pay for SCADA upgrades to accommodate new systems and facilities.

4.3 Emergencies

- 4.3.1 Emergencies within Contractor's capabilities should be resolved in a timely manner.
- 4.3.2 In any emergency affecting the safety of persons or property, Contractor shall act without written approvals, at Contractor's discretion, to prevent threatened damage, injury or loss of life.

4.4 Laboratory Testing

- 4.4.1 Contractor shall provide for laboratory testing and sampling presently required for plant

performance and for water quality portions of all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. This includes the cost of additional testing to verify permit conditions or re-testing as a result of non-compliance issues.

4.4.2 Additional testing and sampling requested by the Town or other regulatory entities shall be coordinated with Contractor, and costs shall be paid by the Town or other designated party.

4.4.3 The Town may require confirmation analyses of drinking water and effluent to be performed by an independent laboratory for quality control of in-house test results, at its own expense.

4.5 Hazardous Waste

4.5.1 Any hazardous waste generated by Contractor, e.g. used oil, UV Lamps, etc., in any of its activities shall be disposed of by Contractor, in accordance with applicable federal and state laws.

4.6 Reporting Requirements

4.6.1 Contractor shall provide the Town with reports describing certain information on a periodic basis that will assist the Town and Contractor in managing the utilities. The reports shall inform the Town's Governing Body, and general public. Types, frequency, content, and format of the required reports are listed and described below. Reporting requirements are subject to change as needed for providing information of the utilities system operations, historical data for future needs, and capital project planning. All reports shall be in summary format with detailed information available upon request by the Town. Listed below are examples of reports that are required. The listing is not inclusive and shall be changed as needed with concurrence by the Town and Contractor.

The reports on the Water Service function shall provide quantitative and financial information monthly as follows:

Water Service

Number of active and inactive wells.

Number of gallons of water produced.

Chemical usage.

Bacteriological testing results.

Training hours: safety, operations, equipment, and software.

Provide names of the actual personnel trained and hours attended.

Fire hydrant flushing.

Customer inquiries.

Maintenance report: corrective and preventive maintenance

Number of personnel hours: regular, overtime, compensatory

time, on-call responses, and emergencies.
Current and planned project status.

The Reports on the Wastewater Service function shall provide quantitative and financial information monthly as follows:

Wastewater Service

Number of active and inactive lift stations.
Number of gallons of wastewater treated by plant.
Chemical usage.
Laboratory analysis results, summary.
Training hours: safety, operations, equipment, and software.
Provide names of the actual personnel trained and hours attended.
Sanitary sewer overflows.
Customer inquiries.
Maintenance Report; corrective and preventive maintenance.
Current and planned project status.

4.6.2 Contractor shall perform data entry, certification and submission of the following State and Regional Water Quality Control Board reports as required under NPDES Permit No. R5-2014-0073:

Monthly, Quarterly and Annual Periodic Discharge/Self-Monitoring Reports set forth in Attachment E, Article X.B and Table E-11

Annual Operations Report set forth in Attachment E, Article X.D.4

Annual Progress Report – Pollution Prevention Plan for Mercury set forth in Attachment E, Article X.D and Table E-12

Annual Progress Report – Pollution Prevention Plan for Salinity set forth in Attachment E, Article X.D and Table E-12

The Town shall be responsible for all other reporting under NPDES Permit No. R5-2014-0073, and shall execute all necessary delegations or other instruments in compliance with 40 CFR Part 122.

APPENDIX C-1.1

NPDES PERMIT AND
PROJECT CHARACTERISTICS
WASTEWATER TREATMENT
(Effective May 1, 2016)

- C.1 VWWOS will operate so that effluent will meet the requirements of NPDES permit No. R5-2014-0073_ (issued on June 6, 2014) a full and complete copy of which is adopted by reference herein. VWWOS shall within the design capabilities and capacities of the WWTPs be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into TOWN's sewer system violate any or all regulations as stated in TOWN's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are 2.35 million gallons of flow per day, 4,000 pounds of BOD₅ per day, 4,000 pounds of suspended solids and and peak hour flows and maximum month loadings as described in the Town of Discovery Bay Wastewater Treatment Plant Master Plan dated February 2013 and all subsequent amendments; (4) if the Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWWOS control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VWWOS shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWWOS will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 VWWOS shall not be responsible for fines or legal action as a result of discharge violations within the period and any subsequent recovery period that (1) influent exceeds design parameters; or (2) does not contain Adequate Nutrients; or (3) contains Biologically Toxic Substances; or (4) is inoperable.

**AMENDMENT NO. 4 TO WASTEWATER PLANT OPERATION AND
MAINTENANCE AGREEMENT**

This Amendment No. 4 (this “Amendment”), with an effective date of ~~May 15~~March 1, 2023~~2024~~, is an amendment to that certain Contract for the Operation and Maintenance of Water, Wastewater Facilities for the Town of Discovery Bay Community Services District, with an effective date of May 1, 2011 (as amended, the “Agreement”), by and between Veolia Water West Operating Services, Inc., a Delaware corporation (“VWWOS”), and Town of Discovery Bay Community Services District, a California public utility district (“Town” or “District” and, together with VWWOS, the “Parties”).

RECITALS

WHEREAS, the Town and VWWOS entered into the Agreement in order to provide for the operation and maintenance of the Town’s water and wastewater systems; and

WHEREAS, the Parties wish to amend the Agreement to, among other things, incorporate recently constructed assets into the scope of work of VWWOS and increase the Annual Fee payable to VWWOS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, Town and VWWOS agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to those terms in the Agreement.

2. Section 1.2.2, as amended by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall designate at all times a Project Manager/Plant Manager for all of the TOWN’s facilities operated by VWWOS. VWWOS and the TOWN intend the Project Manager/Plant Manager role to be a full-time position (provided that the Project Manager/Plant Manager may provide support to other Veolia sites on an as-needed, temporary basis), but in the event of a vacancy in the position, VWWOS shall designate an interim Project Manager/Plant Manager and shall take commercially reasonable steps to promptly fill the Project Manager/Plant Manager position. Prior to selection of a new Project Manager/Plant Manager, VWWOS shall meet and confer with the TOWN regarding VWWOS’s selection of its Project Manager/Plant Manager to give the TOWN reasonable input, including the right to participate in an interview with job candidates prior to their selection by VWWOS. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.”

3. Section 1.2.4, as added by the First Amendment to the Agreement, is hereby deleted and replaced in its entirety with the following:

“VWWOS shall have ~~designated~~ designated at all times a ~~full-time~~ Certified Operator-In-Charge who shall be responsible for the wastewater process operations and shall sign and certify the State and Regional Water Quality Control Board reports described in Section 4.6.2 of Appendix B-1. The Certified Operator-In-Charge shall possess a minimum Grade 4 Wastewater, State of California license or higher if required by the State of California, and shall have at least 5 years’ experience.”

Commented [PAJ1]: The Town's desire is to have a full time COIC that is dedicated and responsible for the Town's wastewater process.

As drafted, it appears that Veolia desires to have an individual designated, which may also be designated to other sites.

Commented [SMP2R1]: Revised to reflect that the Project Manager/Plant Manager is intended to be full-time, but the COIC is a position required by permit.

4. Each of Section 1.2.5 and the corresponding Appendix F-1 and Appendix F-2, as added by the First Amendment to the Agreement, is hereby deleted in its entirety.

Commented [PAJ3]: The Town is not in agreement with the proposed Fee and would like to have further discussions as to the premise for increasing the Fee given the fact that WWTP#1 has not been operated or maintained for years, but Veolia's Fee was premised on doing such.

5. Section 2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

The addition of facilities at the denitrification plant and the omission of the obligations for WWTP#1 should offset each other.

“The TOWN shall pay to VWWOS an Annual Fee. ~~For the year of operation beginning May-March 1, 2024~~3, the Annual Fee shall be ~~\$2,182,325.102,058,866.~~”

Needs further discussion.

6. Section 2.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

Commented [SMP4R3]: Updated to reflect Veolia costs associated with the new assets, which does consider the reduced assets from WWTP #1. This is a \$313,000 increase to the current annual fee.

“Beginning on May 1, 2024, the Annual Fee shall be adjusted on May 1 of each year during the term of this AGREEMENT using the formula set forth in Appendix C-6, ~~but in no case shall exceed three percent (3%) per year of the prior year's Annual Fee. If the formula produces a negative number, the increase shall be deemed zero and in no event shall the fixed fee be reduced.~~”

Commented [PAJ5]: The Town does not agree to remove the cap on the Annual Fee adjustment. This is critical given that the operational costs are built into the Town's rate structure for water/wastewater.

Commented [SMP6R5]: Appendix C-6 is updated to have floor at 2% and cap at 5%, and to update annual adjustment calculation. See below.

7. Appendix B-1, as added by the First Amendment to the Agreement, is hereby amended as follows.

(a) The references to “May 1, 2016” in parts a., b., and e. are deleted and replaced with “May-March 1, 20243.”

Commented [PAJ7]: The retention pond at this site is a critical facility that is necessary for the ongoing operation of the Town's wastewater system. Recommend including 'Retention Pond' rather than omitting along with the other unused components of WWTP#1.

(b) The reference to Wastewater Treatment Plan #1 in part a. is hereby deleted and replaced with the following “Retention Pond, Influent Pump Station & Bypass Pump Station Y” with the address remaining as 2500 Channel Road.

Commented [SMP8R7]: OK

(e) ~~The reference to Well #8 is hereby deleted.~~

Commented [PAJ9]: Well#8 is currently being developed and should continue to be included in Veolia's Project Description. In 2016, Amendment 1 added Well #8 to Veolia's scope under the Annual Fee. The Town is not interested in eliminating Well #8 from the Project Description.

(d)(c) The table of generators and rolling stock in part f. is hereby deleted in its entirety and replaced with the table in Exhibit 1 attached to this Amendment.

Commented [SMP10R9]: As discussed, Well #8 is not yet constructed and is expected to be a significant treatment process, beyond what was originally considered. When this Well/process is constructed, we will present the City with an updated cost model for [1]

(e)(d) Section 4.1.8 is amended to delete the sentence “The current system is Jobs Plus.”

Commented [PAJ11]: No Exhibit was proposed. The Town will review the existing Exhibit and update accordingly.

Commented [SMP12R11]: Exhibit provided below

~~(f)~~(e) Section 4.1.9 is amended to delete the sentence “The current GIS system is through INFONET.”

~~(e)~~(f) Section 4.1.12 is amended to delete the word “INFONET.”

~~(h)~~(g) Section 4.2.2.3 is hereby deleted and replaced in its entirety with the following:

“Contractor shall flush all hydrants within the water distribution system annually unless water conservation restrictions are in place due to drought. Contractor shall track the water volume used to conduct this service as part of the annual water use accounting.”

~~(i)~~(h) Section 4.2.2.4 is hereby deleted and replaced in its entirety with the following:

~~“Each year, Contractor shall (a) exercise all critical distribution valves (as so deemed in the GIS or CMMS system) and (b) exercise 25% of all non-critical distribution valves in the water system, such that over a four-year period 100% of all such non-critical valves shall be exercised. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual ‘exercise’, a geographic positioning system (GPS) shall be taken. The GPS location data shall be entered into the Town’s GIS monthly. If a valve box is not properly aligned over the valve, or if a valve box is sitting too low on a paved road, Contractor shall inform the Town of such condition, so the valve box can be scheduled for repair. For all new valves and valves that have been relocated in the water system, Contractor shall note the location of each such valve using a geographic positioning system (GPS) and shall report such location to the Town so that the Town can enter such location in the Town’s GIS.”~~

~~(j)~~(i) Section 4.2.3.6 is amended to (1) delete “the INFONET” in the first sentence and replace it with the word “a” and (2) delete “INFONET” in the second sentence and replace it with the words “Town’s GIS.”

8. Appendix C-6 of the Agreement is hereby deleted and replaced in its entirety with Appendix C-6 attached to this Amendment.

8-9. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

Commented [PAJ13]: The Town is unsure of the difference between critical and non-critical valves. Before agreeing to such, Veolia is requested to explain how such determination is memorialized to avoid any future dispute or confusion. As proposed, Veolia is removing the obligation to verify that each valve is left in the proper operating position and in working condition. Additionally, Veolia has eliminated the obligation to take a GPS reading for each valve.

Unless otherwise accounted for, Town recommends the proposed revisions.

Commented [SMP14R13]: Revising to remove the critical/non-critical distinction. Also revising the GPS requirement to avoid multiple GPS readings and to reflect that the Town maintains the GIS.

9.10. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into this Amendment on behalf of the respective legal entities of VWWOS and the Town. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

TOWN OF DISCOVERY BAY CSD

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title:

VEOLIA WATER WEST OPERATING SERVICES, INC.

By: _____
Name:
Title:

APPENDIX C-6

ANNUAL FEE ADJUSTMENT FORMULA

Beginning May 1, 2024, until the expiration or earlier termination of this Agreement, the Service Fee shall be adjusted annually, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term, according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

(a) 30% of the year-to-year change in the Consumer Price Index, All Urban Consumers ("CPI-U"), Not Seasonally Adjusted, US City Average, All Items, Series ID: CUUR0000SA0, as published by the United States Department of Labor, Bureau of Labor Statistics;

plus

(b) 70% of the year-to-year change in the Employment Cost Index ("ECI"), Not Seasonally Adjusted Table 4, Compensation-Civilian Workers-Service Occupation, as published by the United States Department of Labor, Bureau of Labor Statistics.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March.

If the Escalation Factor for any Agreement Year would be 2% or less, then the Escalation Factor for such Agreement Year shall be deemed to be 2%. If the Escalation Factor for any Agreement Year would be 5% or more, then the Escalation Factor for such Agreement Year shall be deemed to be 5%.

Where:

A = Blended Escalation Adjustment Factor

B = CPI-U Escalation Adjustment Factor

C = ECI Escalation Adjustment Factor

B1 = Previous Year CPI-U Index (month of the prior Agreement Year)

B2 = Just-ended Year CPI-U Index (month of the current Agreement Year)

C1 = Previous Year ECI Index (month of the prior Agreement Year)

C2 = Just-ended Year ECI Index (month of the current Agreement Year)

Calculation:

$B = (B2-B1)/B1 \times .3$

$C = (C2-C1)/C1 \times .7$

$A = 1 + (B+C)$

Adjusted New Service Fee = Old Service Fee x A

Example:

$$B = (110-107)/107 \times .3 = .008411$$

$$C = (110-107)/107 \times .7 = .019626$$

$$A = 1 + (.008411 + .019626)$$

$$A = 1.028037$$

$$\text{Adjusted New Service Fee} = \$300,000 \times 1.028037 = \$308,411.10$$

DRAFT

EXHIBIT 1

Generators and Rolling Stock

<u>Year</u>	<u>Equipment</u>	<u>Horsepower</u>	<u>Fuel Type</u>	<u>VIN/Serial Number</u>	<u>License Plate</u>
2006	<u>Chevy 5500 / Jomac STC-80 4 ton capacity Service Truck Crane</u>	N/A	Diesel	<u>IGBE5C1226F433550 / 569-08-06</u>	<u>1217613</u>
2010	<u>CASE 570-MXT Front Loader Tractor</u>	N/A	Diesel	<u>JJGN570MCBC547030</u>	N/A
2022	<u>Dayton Electric Trash Pump Model 11G237</u>	N/A	Gasoline	<u>220901051</u>	N/A
1999	<u>Caterpillar Forklift GP30K 6,000lb capacity</u>	N/A	Propane	<u>AT13E30402</u>	N/A
2014	<u>Red Trailer with Hotsy Pressure Washer</u>	N/A	N/A	<u>LN2UT114EZ198755</u>	N/A
2003	<u>GEHL CTL-60 Track Loader</u>	<u>67 HP</u>	Diesel	<u>21300998</u>	N/A
2005	<u>Forest River Emergency Utility Trailer</u>	N/A	N/A	<u>5NHUVH0176T604000</u>	<u>1167686</u>
2012	<u>Pioneer 4" Trash Pump</u>	N/A	Diesel	<u>1P9PGD12CC622421</u>	<u>1437084</u>
2006	<u>Hull Fuel Tank with Trailer Clear/Red</u>	<u>1/4 HP</u>	Electric	<u>D8595</u>	<u>1306774</u>
2023	<u>Freightliner / GapVac Vacuum Truck</u>	N/A	Diesel	<u>1FVHG3DVXPHUG2504 / MC1510-0561</u>	<u>1607506</u>
2000	<u>Mighty Mover Muniquip Generator #1 DCA-60SS12 60kW</u>	<u>60kW / 77 HP</u>	Diesel	<u>4AGDU1224YC033261</u>	<u>1306775</u>
2001	<u>Whiteman Multiquip Generator #2 DCA- 60SS12 60kW</u>	<u>60kW / 77 HP</u>	Diesel	<u>4GNFU12251B006567</u>	<u>1306759</u>

2005	Cummings Multiquip Generator #3 DSHAA-5747225 150kW	150kW / 364 HP	Diesel	4AG3U23285C039608	1306758
1999	Energy Generator D350FRV4 Well #5 350kW	350 kW / NA	Diesel	1E9AB1722X1231016	SE481328
2007	C&D Multiquip Generator DCA-300SSC42 #313 150/132kW	150-132 kW / NA	Diesel	SLBG15277L002237	1306757
2015	MQ 300 Generator 300kW	300 kW / NA	Diesel	5SLBG2025FL016553	N/A

[Updated list to come]

DRAFT

As discussed, Well #8 is not yet constructed and is expected to be a significant treatment process, beyond what was originally considered. When this Well/process is constructed, we will present the City with an updated cost model for operating this asset.