

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, March 2, 2021

PLACE: Teleconference

Pursuant to Governor Newsom’s Executive Orders N-25-20, N-29-20, and N-33-20, and local county health orders issued to address the COVID-19 pandemic, the Board meeting will be held via Teams Teleconference.

The District Boardroom will be closed to the public.

The public may observe and comment by electronic means as described on Page 4.

See Page 4 of the Agenda Packet for Teams Teleconference Access Information

Our mission is to protect public health and the environment by providing reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and fiscally responsible manner.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Goel, Halket, Johnson, Rubio, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)
At this time those on the teleconference call are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight’s agenda. Comments should not exceed five minutes. The President of the Board will recognize each speaker, at which time the speaker should introduce him/herself, and then proceed with his/her comment. Written comments of five minutes or less and received by 5 p.m. on the day of the meeting will be read into the meeting record.
6. REPORTS
 - 6.A. Reports by Staff
 - Event Calendar
 - Correspondence to and from the Board
 - 6.B. Joint Powers Authority and Committee Reports
LAVWMA – February 17, 2021
 - 6.C. Agenda Management (consider order of items)
7. CONSENT CALENDAR
Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board or the public prior to the time the Board votes on the Motion to adopt.

- 7.A. Approve Regular Meeting Minutes of February 16, 2021
Recommended Action: Approve by Motion
- 7.B. Authorize Amendment No. 1 to Task Order No. 1 with West Yost Associates for AWIA-Compliant Risk and Resilience Assessment and Emergency Response Plan
Recommended Action: Authorize by Motion
- 7.C. Approve Master Agreement for Consulting Services with Kennedy/Jenks Consultants, Inc. and Authorize Execution of Task Order No. 1 for the Biogas Flare Improvements Project (CIP 18-P010)
Recommended Action: Approve by Resolution and Authorize by Motion
- 7.D. Award Progressive Design-Build Services Agreement to Woodard & Curran, Inc. for the Wastewater Treatment Plant SCADA Improvements Project (CIP 05-3206)
Recommended Action: Approve by Resolution
- 7.E. Approve Amendment to the Capital Improvement Program Two-Year Budget and Ten-Year Plan to Increase the Potable Water Pump Station Standby Generators/Emergency Response Project (CIP 16-W012), Award Construction Agreement to Bockmon & Woody Electric Co., Inc., and Authorize a Construction Change Order Contingency
Recommended Action: Approve by Resolutions (2)

8. BOARD BUSINESS

- 8.A. Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists
Recommended Action: Approve by Motion
- 8.B. Public Hearing: Consider Adoption of Initial Study/Negative Declaration for the Pump Station 3A MCC Improvements Project (CIP 18-W004)
Recommended Action: Hold Public Hearing and Adopt by Resolution

9. BOARD MEMBER ITEMS

- Submittal of Written Reports for Day of Service Events Attended by Directors
- Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

10. CLOSED SESSION

The Board will convene its closed session on a separate teleconference line and return to the open teleconference call for Item 11 when the closed session is completed.

- 10.A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6
- Agency Negotiators: Dan McIntyre, General Manager
Jan Lee, Assistant General Manager
Carol Atwood, Administrative Services Manager
Michelle Gallardo, Human Resources and Risk Supervisor
- Employee Organizations: 1. Stationary Engineers, Local 39
2. Mid-Management Employees Bargaining Unit
3. Professional Employees Bargaining Unit
4. Confidential Employees Bargaining Unit
- Additional Attendees: Douglas E. Coty, General Counsel
Dania Torres Wong, Sloan Sakai Yeung & Wong LLP

11. REPORT FROM CLOSED SESSION
12. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection during business hours by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Teams Teleconference Access Information

Dublin San Ramon Services District Regular Board Meeting Tuesday, March 2, 2021

If the public wishes to provide comments during Agenda Item 5 – Public Comment, or on any of the agenda items, please join the meeting using the teleconference instructions below, or email written comments to the Board of Directors at board@dsrsd.com by 5 p.m., Tuesday, March 2, 2021. Written comments, of five minutes or less, will be read into the meeting record during the public comment portion of the agenda or during discussion of the subject of the comment.

To Join by Computer or Device:

1. Click [Join Meeting](#).
2. Select how you want to join the Teams meeting.
3. Click “**Join now**.” You can personalize your video and audio preferences before or after joining.
4. Public participants would wait for the meeting host to admit you.
5. You must unmute yourself when you wish to speak by clicking the microphone icon, which is also used to mute yourself when you finish speaking.

To Join by Phone Only:

1. Dial **(831) 256-7773** USA Toll from any telephone.
2. Enter Conference ID **141 626 173#** when prompted. DO NOT PRESS *.
3. Wait for the meeting host to admit you. If you are unsuccessful in joining, hang up and dial in again.
4. You must unmute yourself when you wish to speak by pressing *6, which is also used to mute yourself when you finish speaking.

Video Teleconference Meeting Instructions and Information:

- Stay muted unless speaking.
- Listen for prompts to know when public comments are solicited.
- You must unmute yourself when you wish to speak during Public Comment or during discussion of a particular agenda item. The meeting host can mute but cannot unmute participants.
- Announce yourself and speak slowly and clearly when commenting.
- Call (925) 875-2224 if you experience any technical difficulties.

Boardmembers and staff will be attending the meeting via teleconference. The Board will convene any Closed Sessions on a separate teleconference line and return to the open teleconference meeting for the next agenda item when the Closed Session is completed. The open teleconference meeting will be muted during this time and will resume for the Closed Session report and meeting adjournment.

The Boardroom is closed to the public.

All votes during the meeting will be taken by roll call vote.

February 8, 2021

Board Presidents
Independent Special District Selection Committee**SUBJECT: Alameda LAFCO – Notice of Alternate Special District Seat Term Expiration**

Dear Committee Members:

This letter serves as notice that the term of the Alternate Special District Member on the Alameda Local Agency Formation Commission (LAFCO) will expire on May 3, 2021 (the first Monday of May). Therefore, Alameda LAFCO, in conjunction with the Alameda County Chapter of the California Special District Association, is calling a meeting of the Alameda County Independent Special District Selection Committee (ISDSC) for **Wednesday, May 12, 2021 at 10:00 A.M.**, after the regular Alameda County Special District Association meeting. Candidate nominations are due **Friday, May 7, 2021**. Please note that the incumbent, Georgan Vonheeder-Leopold, has indicated that she plans to seek re-election.

Alameda LAFCO's mission is to work for the citizens and government agencies of Alameda County by encouraging efficient municipal services, balancing infrastructure needs for sustainable growth, and conserving the environment and public resources such as prime agricultural and open space land. Being on LAFCO offers an opportunity for special districts to have a voice in governmental reorganization issues potentially affecting them, as well as the County overall. The independent special districts in Alameda County have had two regular seats and one alternate seat on Alameda LAFCO since July 1994.

The purpose of the ISDSC is to elect special district members to LAFCO. The ISDSC consists of the presiding officers of the legislative bodies of each independent special district in Alameda County. Pursuant to Government Code Section 56322, and the ISDSC rules, a district's Board may appoint one of its members to attend the meeting if the presiding officer is unable to attend. For your information, enclosed are the ISDSC rules (Attachment 1) and Government Code Section 56322 (Attachment 2).

For this election each independent special district is entitled to nominate one Board Member. For the alternate seat, nominees can be from either enterprise or non-enterprise districts. The nominees must meet the eligibility requirements outlined in Section VI of the ISDSC's rules. A nomination and voting delegate form is enclosed for your use (Attachment 3). Eligible nominees may circulate a statement of qualifications prior to or at the May 12th ISDSC meeting.

Per the ISDSC's rules, any district nominating, a candidate must ratify that nomination by Board resolution. Furthermore, upon nomination, the nominating district must provide written notice to all other districts of their candidate selection. No resolution is needed from a district that does not wish to nominate a candidate. Attached is a list of each district's contact information (Attachment 4).

Administrative Office
Rachel Jones, Executive Officer
224 West Winton Avenue, Suite 110
Oakland, Hayward 94544
T: 510.670.6267
www.acgov.org/lafco

David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Vacant, Regular
City Member

Vacant, Regular
City Memembr

Vacant, Alternate
City Member

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park Dsistrict

Georgan Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant, Alternate
Public Member

Friday, May 7, 2021

Nominations are due from each district. Please complete and return the attached form to Alameda LAFCO. Please note that pursuant to Government Code Section 56332, “if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings.”

Friday, May 7, 2021

Each district submits the name of the presiding officer or designee who will be voting at the May 12th meeting. Please complete and return the attached form to Alameda LAFCO.

Before, Wednesday, May 12, 2021

All nominating agencies must ratify their district’s nominee via board resolution and send notice of the nomination to the presiding officers of all the other districts (see attached contact information). Please submit a copy of the resolution to Alameda LAFCO.

Wednesday, May 12, 2021

The ISDSC’s meeting location or meeting link will be provided by **Friday, May 7, 2021**.

Should you have any questions, please contact me directly by telephone at 510.670.6267 or by e-mail at rachel.jones@acgov.org.

Sincerely,



Rachel Jones
Executive Officer

Attachments:

1. ISDSC Rules
2. Government Code Section 56332
3. Nomination and Voting Delegate Form
4. Special District Contact Information

Revised 1/14/04

RULES
FOR THE LAFCO
INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

Adopted April 13, 1994

By: Alameda County Chapter, California Special Districts Association

SECTION I PURPOSE

The purpose of the Independent Special District Selection Committee (ISDSC) shall be to appoint the regular and alternate special district members to the Alameda County Local Agency Formation Commission (LAFCo) whenever a vacancy exists among members representing independent special districts (Government Code Section 56332).

SECTION II MEMBERSHIP

The ISDSC shall be composed of the presiding officer of the legislative body of each independent special district either located wholly within Alameda County or containing territory within Alameda County that represents 50% or more of the assessed value of taxable property of the district. The district may appoint one of its members as an alternate ISDSC member in the event the presiding officer is unavailable (Government Code Section 56332).

SECTION III MEETINGS

The LAFCo Executive Officer shall give written notice to the presiding officer of each eligible independent special district that a meeting of the ISDSC will be held on a specified date and at a specified time and place pursuant to:

- A. A vacancy existing among the members or alternate member representing independent special districts upon the Commission; or
- B. Receipt of a written request by one or more members of the ISDSC representing districts having 10% or more of the assessed value of taxable property within Alameda County (Government Code Section 56332).

All meetings of the ISDSC shall be open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

SECTION IV QUORUM

Each presiding officer or alternate member attending the meeting shall be required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the ISDSC business. No meeting shall be convened by the LAFCo Executive Office prior to establishing a quorum.

SECTION V VOTING

Each member of the ISDSC shall be entitled to one vote for each independent special district of which he or she is the presiding officer (Government Code Section 56332).

SECTION VI ELIGIBILITY

To be eligible for nomination and selection to the Alameda County Local Agency Formation Commission, an individual:

- A. Must be an elected or appointed independent special district officer within Alameda County (Government Code Section 563323);
- B. Must be a resident of Alameda County (Government Code Section 563323);
- C. Must not be a member of the legislative body of a city or county (Government Code Section 563323);
- D. Must act in such a manner so as to represent the diverse interests of all agencies, not his or her individual district; and
- E. Must be willing to make a time commitment to fulfilling his or her county-wide role representing all special districts.

An elected or appointed independent special district board member who is an employee of the State of California, a county, a city, or a special district is eligible for nomination and selection to the Commission as a special district representative (Government Code Section 563323).

SECTION VII SEATING DESIGNATION

The seating of special district representatives on the Alameda County Local Agency Formation Commission shall be in accordance with the following designations:

- 1. One regular seat shall be designated as an "Enterprise District" seat;
- 2. One regular seat shall be designated as a "Non-Enterprise District" seat; and

3. One alternate seat shall be designated from either and Enterprise or Non-Enterprise district.

An "Enterprise" district is defined as any jurisdiction that derives the majority of its total revenues from user fees and/or service charges.

A "Non-Enterprise" district is defined as any jurisdiction that derives the majority of its total revenues from property taxes.

SECTION VIII NOMINATING PROCESS

Each independent special district shall be entitled to nominate a maximum of one board member from any district.

Each special district board shall determine its own internal process for selecting a name to be placed in nomination and for ensuring said nominee meets the eligibility criteria as set forth in Section VI.

- Districts are required to ratify said nominee by adoption of a board resolution.

Upon selection of a district nominee, the presiding officer of the district shall provide written notification of their nominee to the presiding officers of all other independent special districts.

An eligible district nominee may circulate a statement of his/her qualifications prior to the date of the ISDSC meeting.

SECTION IX BALLOTING PROCESS

At the meeting of the ISDSC, the balloting shall be conducted in accordance with the following:

- A. If vacant, the first balloting shall be for selection of the "Enterprise District" representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.
- B. If vacant, the second balloting shall be for selection of the "Non-Enterprise District" representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.
- C. If vacant, the third balloting shall be for selection of the alternate representative. The candidate receiving a simple majority shall be declared the winner. In the event of a tie or no majority winner, a run-off ballot(s) shall be conducted.

When previous balloting has taken place for Enterprise and/or Non-Enterprise vacancies, the ballot for the alternate representative shall also include the names of all non-winning candidates from the other ballots, if the candidate so desires.

Upon completion of the balloting, the ISDSC shall provide written notification to the LAFCo Executive Officer of the name(s) of the Committee's appointment(s) to the Commission.

SECTION X ALTERNATE NOMINATING AND BALLOTING PROCESS

In the event that the LAFCo Executive Officer determines that securing a quorum of ISDSC members for a meeting is not feasible, the LAFCo Executive Officer may conduct business of the ISDSC in writing (Government Code Section 56332).

SECTION XI TERMS OF OFFICE

Regular representatives shall serve staggered four year terms. The alternate representative shall serve a four year term.

If a representative or alternate is unable to complete a full term, and more than one year is remaining in the uncompleted term, a nominating and balloting process shall be conducted in accordance with these bylaws.

The expiration date of the term of office of each member shall be the first Monday in May in the year in which the term of the member expires (Government Code Section 56334).

Any district member may be removed at any time and without cause by a majority vote of the ISDSC, as the appointing body (Government Code Section 56334). Failure to attend three regular Commission meetings in a calendar year may be grounds for possible removal by the ISDSC.

SECTION XII MEMBER DISQUALIFICATION

At the time of appointment of a regular member or alternate, the ISDSC may, by majority vote, provide that the member or alternate is disqualified from voting as a member of the Commission on any proposal affecting the district of which the member is a representative (Government Code Section 56332).

State of California**GOVERNMENT CODE****Section 56332**

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate

is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee, for the purpose of appointing the special district members or filling vacancies, is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballot, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer, with prior concurrence of the presiding officer or his or her alternate as designated by the governing body, may transmit materials by electronic mail.

(4) If the executive officer has transmitted the call for nominations or ballot by electronic mail, the presiding officer, or his or her alternate as designated by the governing body, may respond to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension.

The executive officer shall announce the results of the election within seven days of the date specified.

(7) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, “executive officer” means the executive officer or designee as authorized by the commission.

(Amended by Stats. 2015, Ch. 114, Sec. 8. (AB 1532) Effective January 1, 2016.)

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**Alameda LAFCO
Special District Alternate Seat Election 2021**

Please complete the following information and
return by **Friday, May 12, 2021 to:**

Rachel Jones, Executive Officer
Alameda LAFCO
224 West Winton Avenue, Suite 110
Hayward, CA 94544

Telephone: (510) 670-6267
Email: rachel.jones@acgov.org

Name of presiding officer or designee who will attend and vote at the
May 12, 2021 ISDSC election meeting at 10:00 A.M., following the
Alameda County Special Districts Association meeting.

NAME: _____

DISTRICT: _____

NOMINATING DISTRICTS ONLY

You may nominate a maximum of one Board member for the
LAFCO alternate seat and the nomination must be ratified by a
Board resolution prior to May 12, 2021.*

Candidate Name for Alternate Seat:

**** If your district is nominating a candidate, you must notify all 14
other independent district presiding officers by mail, fax or e-mail
(see enclosed list of contact information).***

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Special District Contact Information*

	District	Address	Fax #	Contact/E-Mail
1	Alameda County Mosquito Abatement District	23187 Connecticut St. Hayward, CA 94545	510-783-3903	Ryan Clausnitzer, General Manager ryan@mosquitoes.org
2	Alameda County Resource Conservation District	3585 Greenville Rd., Suite 2 Livermore, CA 94550	925-371-0155	Katherine Boxer, Executive Officer Katherine.Boxer.Latipow@ca.nacdn.net
3	Alameda County Water District	P.O. Box 5110 Fremont, CA 94537	510-770-1793	Robert Shaver, General Manager robert.shaver@acwd.com
4	Castro Valley Sanitary District	21040 Marshall Street Castro Valley, CA 94546	510-537-1312	Roland Williams, General Manager Roland@cvsan.org
5	City of Alameda Health Care District	2070 Clinton Avenue Alameda, CA 94501	510-814-4381	Debi Stebbins, Executive Director dstebbins@alamedahealthcaredistrict.org
6	Dublin San Ramon Services District	7051 Dublin Boulevard Dublin, CA 94568	925-829-1180	Daniel McIntyre, General Manager mcintyre@dsrsd.com
7	East Bay Municipal Utility District	PO Box 24055, MS 804 Oakland, CA 94623	510-287-0188	Clifford Chan, General Manager cchan@ebmud.com
	East Bay Regional Park District	2950 Peralta Oaks Ct. Oakland, CA 94605	510-569-1417	Robert E. Doyle, General Manager Rdoyle@ebparks.org
9	Eden Township Healthcare District	20400 Lake Chabot Road, Suite 303 Castro Valley, CA 94546	510- 538-2031	Stephen Cassidy, CEO stephen.cassidy@ethd.org
10	Fairview Fire Protection District	777 B Street Hayward, CA 94541	510-583-6414	Michael Preston, General Manager mike.preston@fairviewfiredistrict.org
11	Hayward Area Recreation & Park District	1099 E Street Hayward, CA 94541	510-881-1716	James Wheeler, General Manager jwheeler@haywardrec.org
12	Livermore Area Recreation & Park District	4444 East Avenue Livermore, CA 94550	925-447-2754	Mathew Fuzie, General Manager mfuzie@larpd.org
13	Oro Loma Sanitary District	2600 Grant Avenue San Lorenzo, CA 94580	510-276-1528	Jason Warner, General Manager jwarner@oroloma.org
14	Union Sanitary District	5072 Benson Road Union City, CA 94587	510-477-7501	Paul Eldredge, General Manager paul_eldredge@unionsanitary.com
15	Washington Hospital Health Care District	2000 Mowry Avenue Fremont, CA 94538	510-791-0121	Christine Bartling, District Clerk christine_bartling@whhs.org

* Districts not listed do not participate in the LAFCO election process.

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

February 16, 2021

Pursuant to Governor Newsom’s Executive Orders N-25-20, N-29-20, and N-33-20, and local county health orders issued to address the COVID-19 pandemic, this Board meeting was held via Teams teleconference. The District Boardroom is closed to the public; however, the public may observe and comment by calling in to the teleconference meeting per the instructions provided on page 3 of the agenda. As required by the Brown Act, all votes were taken by roll call vote due to the attending Directors participating via teleconference.

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6 p.m. by President Johnson.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Ann Marie Johnson, Vice President Richard M. Halket, Director Rubio, Director Goel, and Director Georgean M. Vonheeder-Leopold.

District staff present: Dan McIntyre, General Manager; Jan Lee, Assistant General Manager; Carol Atwood, Administrative Services Manager/Treasurer; Judy Zavadil, Engineering Services Manager/District Engineer; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES – None

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:02 p.m. No public comment was received.

6. REPORTS

6.A. Reports by Staff

- Event Calendar – General Manager McIntyre reported on the following:
 - o A LAVWMA Board meeting will be held tomorrow night at 6 p.m.
- Correspondence to and from the Board on an Item not on the Agenda

Date	Format	From	To	Subject	Response
1/27/2021	Letters (2)	Alameda County Assessor	Directors Halket, Rubio	Congratulations	N/A
2/5/2021	Letters (2)	Dublin Chamber of Commerce	Directors Goel, Rubio	Congratulations	N/A

Date	Format	From	To	Subject	Response
2/10/2021	Letters (4)	Superior Court of California, County of Alameda	Directors Halket, Johnson, Rubio, Vonheeder-Leopold	Civil Grand Jury Nominations	N/A
2/11/2021	Letter	EBMUD	Director Goel	Congratulations	N/A

6.B. Joint Powers Authority and Committee Reports – None

6.C. Agenda Management (consider order of items) – No changes were made. General Manager McIntyre stated that Closed Session Item 10 may not be needed if Consent Calendar Item 7.B is approved.

7. CONSENT CALENDAR

Director Rubio MOVED for approval of the items on the Consent Calendar. Vice President Halket SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

7.A. Approve Regular Meeting Minutes of February 2, 2021 – Approved

7.B. Approve a Side Letter of Agreement with the Stationary Engineers, Local 39 and Dublin San Ramon Services District – Approved – Resolution No. 5-21

8. BOARD BUSINESS

8.A. Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists

Assistant General Manager Lee reviewed the item for the Board.

Director Vonheeder-Leopold MOVED to Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

8.B. Discuss the Repayment of the Temporary Infrastructure Charge and the Ratepayer Share of Water Expansion Fund Debt and Provide Direction

Financial Services Supervisor Chen reviewed the item and provided the Board a short presentation that highlighted the item's key information. The Board and staff further discussed the background and purpose of the interfund loans. The Board determined it was sensible to repay the loans at this time and directed staff to prepare a resolution authorizing transfers between the Water Expansion Fund, the Water Rate Stabilization Fund, the Water Enterprise Fund, and the Water Replacement Fund to fulfill the Temporary Infrastructure Charge program and the Ratepayer Share of Recycled Water Debt program interfund loan obligations.

8.C. Discussion and Direction on Local Wastewater Enterprise Finances and Transfer from Local Wastewater Enterprise Fund to Local Wastewater Rate Stabilization Fund

Financial Services Supervisor Chen reviewed the item for the Board. The Board and staff further discussed the Local Wastewater Rate Stabilization fund's history, attributes, and purpose as compared to other District funds.

Vice President Halket MOVED to Direct Staff to Transfer \$747,887 from the Local Wastewater Enterprise Fund to the Local Wastewater Rate Stabilization Fund and Reflect this Adjustment in the Upcoming Fiscal Years Ending 2022 and 2023 Operating Budget. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

Director Rubio MOVED to Direct Staff to Make Quarterly COVID-19 Reports to the Board on Revenues Received Compared to Budget for Capacity Reserve Fees and Utility Billings. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

8.D. Accept Regular and Recurring Reports: Quarterly Financial Reports, and Provide Direction on Future Format

Administrative Services Manager Atwood reviewed the item for the Board. The Board discussed the proposed report format and directed staff to use the new format going forward.

Director Vonheeder-Leopold MOVED to Accept Regular and Recurring Reports: Quarterly Financial Reports for December 31, 2020. Director Rubio SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

Director Rubio MOVED to Direct Staff to Proceed with Using the Proposed Format for Future Quarterly Financial Reports. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

9. BOARDMEMBER ITEMS

- Submittal of Written Reports for Day of Service Events Attended by Directors

Director Vonheeder-Leopold submitted written reports to Executive Services Supervisor/District Secretary Genzale. She reported that she attended the Alameda County Special Districts Association Executive Committee meeting on February 10 and the California Association of Sanitation Agencies Board of Directors meeting on February 11. She summarized the activities and discussions at the meetings.

- Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

Director Vonheeder-Leopold requested the Board hold a teambuilding workshop. General Manager McIntyre stated this could be included in the March 9 Special Board meeting with the Strategic Plan workshop.

10. CLOSED SESSION

10.A. NOT HELD – Conference with Labor Negotiators Pursuant to Government Code 54957.6

Agency Negotiators: Dan McIntyre, General Manager
Carol Atwood, Administrative Services Manager
Michelle Gallardo, Human Resources and Risk Supervisor

Employee Organization: Stationary Engineers, Local 39

Additional Attendee: Douglas E. Coty, General Counsel

11. NOT HELD – REPORT FROM CLOSED SESSION

12. ADJOURNMENT

President Johnson adjourned the meeting at 7:07 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Authorize Amendment No. 1 to Task Order No. 1 with West Yost Associates for AWIA-Compliant Risk and Resilience Assessment and Emergency Response Plan

RECOMMENDATION:

Staff recommends the Board of Directors authorize, by Motion, Amendment No. 1 to Task Order No. 1 with West Yost Associates for the AWIA-compliant Risk and Resilience Assessment and Emergency Response Plan to revise the scope of work and increase the total amount from \$146,428 to \$213,380.

SUMMARY:

The America’s Water Infrastructure Act of 2018 (AWIA) requires the District to conduct a Risk and Resilience Assessment and update the Emergency Response Plan for the drinking water system. On June 1, 2020, the District executed a professional services agreement with West Yost Associates for technical support services needed to comply with AWIA. The Risk and Resilience Assessment, which evaluates potential risks to the drinking water system from malevolent acts and natural hazards, was completed on December 29, 2020. The District is now preparing an AWIA-compliant Emergency Response Plan for the drinking water system, which needs to be completed by June 29, 2021. Staff is requesting that the Board authorize an amendment to the agreement with West Yost Associates to increase the total contract amount from \$146,428 to \$213,380 for additional technical support services related to updating the Emergency Response Plan and conducting emergency preparedness exercises. This project supports District Strategic Plan Goal #6 - Enhance our ability to respond to emergencies and maintain business continuity.

BACKGROUND:

America’s Water Infrastructure Act of 2018 (AWIA)

Section 2013 of AWIA requires community water systems that serve more than 3,300 people to complete a Risk and Resilience Assessment and develop an Emergency Response Plan. The purpose of this law is to ensure that water systems are adequately prepared for and can respond to malevolent acts or natural hazards. The District distributes drinking water to approximately 91,000 customers within the City of Dublin and a portion of the City of San Ramon and is therefore subject to the requirements of AWIA.

A Risk and Resilience Assessment must evaluate the vulnerabilities, threats, and consequences from potential hazards, including natural hazards (e.g., earthquakes) and malevolent acts, to drinking water assets. Utility water system assets are defined broadly and include:

- Physical infrastructure (e.g., pump stations, storage tanks, and pipelines)
- Financial and billing systems
- Operation and maintenance of the water system
- Capital and operating needs for risk management

Following the completion of the Risk and Resilience Assessment, AWIA requires an agency to prepare or update its Emergency Response Plan based on the findings of the assessment. The updated Emergency Response Plan must include the following elements to comply with AWIA:

- Strategies and resources to improve resiliency, including physical security and cybersecurity
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water

Originating Department: Office of the General Manager	Contact: J. Lee	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$213,380 Water Operating (Fund 600) – 84% Regional Wastewater Operating (Fund 300) – 16%	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	23 of 136	

- Actions and equipment to lessen the impact of natural hazards and malevolent acts
- Strategies to detect natural hazards or malevolent acts

AWIA requires agencies to submit statements to the U.S. Environmental Protection Agency certifying compliance for both the Risk and Resilience Assessment and Emergency Response Plan. For DSRSD, the deadlines for AWIA compliance are December 31, 2020 for the Risk and Resilience Assessment and June 30, 2021 for the Emergency Response Plan, or six months after the Risk and Resilience Assessment certification, whichever comes first. Both documents must be reviewed and updated every five years.

Status of AWIA Compliance

On June 1, 2020, the District executed a professional services agreement with West Yost Associates (West Yost) for technical support services needed to comply with AWIA. The scope of work includes conducting a Risk and Resilience Assessment and preparing a summary report and producing an AWIA-compliant Emergency Response Plan for the drinking water system. The scope of work also includes an optional services budget to support the District’s emergency preparedness efforts.

On December 29, 2020, the District certificated completion of the Risk and Resilience Assessment. The findings and recommendations are incorporated or will be incorporated in the District’s capital improvement program, asset management program, and emergency response planning efforts. A summary of the key conclusions by West Yost include:

- The District is actively maintaining and building resilience in its water system.
- The District maintains a robust capital improvement program and invests in projects that reduce risk and increase resilience such as adding emergency generators at critical facilities, constructing a new water supply turnout, and adding redundant Supervisory Control and Data Acquisition (SCADA) servers.
- There is ongoing training and knowledge transfer between staff.
- Efforts are underway to diversify and improve the reliability of the District’s water supplies.

The District and West Yost are now working on preparing an AWIA-compliant Emergency Response Plan for the drinking water system, which needs to be completed by June 29, 2021.

District Strategic Plan Goal #6 to Enhance Emergency Response Capabilities

The District’s Strategic Plan was last updated in May 2019 and includes the following goal and action items:

Strategic Plan Goal #6. Enhance our ability to respond to emergencies and maintain business continuity

- *Update our Emergency Procedures Manual*
- *Create a database of emergency assets, equipment, and materials in stock*
- *Conduct a District-wide Incident Command System exercise to assess District capabilities*
- *Explore coordination of advanced emergency planning with the cities we serve*

The last comprehensive update of the District’s Emergency Procedures Manual (also referred to as the Emergency Response Plan) occurred in 2004. Staff efforts to update the Emergency Response Plan and complete the action items under Strategic Plan Goal #6 have been impacted by the number of emergencies that the District has needed to respond to over the last three years. In fact, the District has been under a continuous state of emergency (between the District Office flood and COVID-19 pandemic) for the past 27 months.

In fall 2020, staff created an interdepartmental team called the Emergency Planning Interim Committee (“EPIC”) to accelerate progress on implementing Strategic Plan Goal #6. As part of this effort, staff authorized the optional services budget in the West Yost contract for West Yost to support the EPIC team and identify ways to integrate AWIA requirements with the District’s overall emergency preparedness efforts.

West Yost recommended a review of the largest DSRSD emergency response operations over the last three years to assess District emergency response capabilities and provide information that could be incorporated into the update of

the Emergency Response Plan and future District training and emergency exercises. In January 2021, West Yost completed after-action reviews of the following five emergencies:

- DSRSD Water Main Break, Tuscany Event (Wednesday, September 6, 2017)
- DSRSD Office Building Flood (Sunday, November 11, 2018)
- Catastrophic Electrical Failure – DSRSD Recycled Water Plant (Sunday, April 7, 2019)
- PG&E Public Safety Power Shut-Off Impacts to DSRSD (Fall 2019 – Present)
- COVID-19 Pandemic (March 2020 – Present)

In general, West Yost found DSRSD’s response to the above events to be safe, efficient, and effective. West Yost noted that although DSRSD did not activate a standardized emergency incident management system, such as the Incident Command System (ICS) and National Incident Management System (NIMS), the basic concepts were practiced during the events. West Yost also noted that improving the District’s familiarity with a standardized emergency incident management system will help DSRSD staff coordinate better with regional partners during a larger emergency that may cross multiple jurisdictional boundaries. Recommendations for improvements in training, exercises, emergency command structures, policies and procedures, and communications will be included the updated Emergency Response Plan.

DISCUSSION:

The update of the Emergency Response Plan currently being prepared by West Yost to comply with AWIA focuses on the drinking water system only. In order to further the District’s emergency preparedness efforts and take advantage of the current work underway, staff is recommending a scope amendment to the West Yost contract (Attachment 1) for additional services needed to include wastewater and recycled water content in the Emergency Response Plan update and support the District with conducting a series of District-wide emergency exercises.

The estimated budget for the scope amendment is \$66,952, which would increase the total West Yost contract from \$146,428 to \$213,380. The cost for the additional work would be split equally between the Water Operating (Fund 600) and Regional Wastewater Operating (Fund 300). The original scope of work needed solely for AWIA compliance was funded out of the Water Operating Fund. Both funds have adequate balances to support the recommended contract increase.

If the Board approves this item, West Yost will prepare a draft of the wastewater and recycled water content that will be included with the Emergency Response Plan update that the District needs to certify by June 29, 2021. The inclusion of wastewater and recycled water content in the Emergency Response Plan is not a requirement of AWIA compliance and this content will likely be finalized after the certification date. Training on the Emergency Response Plan would occur after completion of the update in fall 2021 and a series of Districtwide exercises utilizing the Incident Command System structure would be conducted in the fourth quarter of 2021.

Staff will continue to keep the Board apprised of the progress with updating the Emergency Response Plan and ongoing efforts to maintain and enhance the District’s emergency response capabilities.

West Yost Associates

Task Order No. 01-A1 to Agreement No. A20-17 dated 6/8/2020

Agreement Expiry Date: 12/31/2021

Issue Date: 3/3/2021

Project Name and Number: AWIA-Compliant Risk and Resilience Assessment and Emergency Response Plan

Task Title: Amendment No. 1: Additional support services for preparing wastewater and recycled water content for Emergency Response Plan and conducting emergency preparedness exercises

Project Manager Name and Signature: Jan Lee _____

Source of Funds: Water Operating Fund (84%), Regional Operating Fund (16%)

Account Number: 600.50.50.000.3.312 (84%), 300.50.50.000.3.312 (16%)

Authorization Amount: \$213,380.00

Original PO Amount: \$146,428.00

Increase PO Amount: \$66,952.00

New PO Amount: \$213,380.00

Purchase Order Number: 01011013

Return Purchase Order to: G. Lathi

Compensation Method: Time and materials as per Agreement

Completion Date: 12/31/2021

Insurance Requirements: As per Agreement; no special requirements

Work Product: See Attachment "A"

Digital Drawings, if applicable: Digital files shall be in AutoCAD 2010 or higher drawing format. Drawing units shall be decimal with a precision of 0.00. Angles shall be in decimal degrees with a precision of 0. All objects and entities in layers shall be colored by layer. All layers shall be named in English. Abbreviations are acceptable. All submitted map drawings shall use the Global Coordinate system of USA, California, NAD 83 California State Planes, Zone III, U. S. foot.

Scope of Work: See Attachment "A"

Economic Disclosure: Not Required

Recommended by: N/A (_____)

Accepted by: _____
Jeffrey D. Pelz, Vice President
West Yost Associates
Date _____

Authorized by: _____
Daniel McIntyre, General Manager
Dublin San Ramon Services District
Date _____

AMENDMENT NO. 1

Scope of Services to Prepare an AWIA-Compliant Risk and Resilience Assessment and Emergency Response Plan For Dublin San Ramon Services District

On June 1, 2020, the Dublin San Ramon Services District (District) issued Task Order No. 1 to Agreement No. A20, an agreement between the District and West Yost to provide AWIA compliance support services. The agreement included seven tasks centered around conducting a risk and resilience assessment (RRA), preparing an RRA summary report, and producing an AWIA compliant Emergency Response Plan (ERP) for the drinking water system.

SCOPE AMENDMENT

Amendment No. 1 includes additional tasks needed to add wastewater and recycled water content to the District's Emergency Response Plan and assist the District with conducting emergency preparedness exercises. The scope of each task is described in the following sections.

Task 9. Wastewater and Recycled Water ERP Content Development

West Yost will prepare wastewater and recycled water-focused content for the ERP. This content will be developed as two separate annexes to the ERP that is being prepared for the water utility as part of the 2018 AWIA compliance work. The annexes should be considered as companion documents to the water ERP and will be referenced as such in the water ERP. Preparing the wastewater and recycled water content as separate annexes to the District's water ERP supports ease of use of the overall ERP by clearly distinguishing the unique facilities between the water, wastewater, and recycled water utilities. The annexes will be developed such that information is common to all three utilities will reside in the main body of the ERP and only utility specific information will be contained in each annex.

The new wastewater and recycled water specific ERP content will include:

- Introduction
- Mitigation Actions
- Concept of Operations
- Emergency Response Resources
- Authorities and References
- Appendices
- Incident Action Checklists

To the extent possible, we will retain the District's existing ERP content and build upon that to produce a document that matches the structure to the AWIA compliant water focused content. As requested, and

to the extent practicable, the wastewater and recycled water content will be developed within the same timeframe as the water content to streamline information requests and District review. West Yost will provide a draft and final version of each annex.

Project management activities are included within this task. Activities include monthly status calls with the District Project Manager, internal project controls, and preparation of monthly invoices that will include a brief summary of work completed during the billing period.

Task 10. ERP Exercising

West Yost will help the District prepare for and conduct a tabletop exercise based on the newly revised ERP and Incident Command System (ICS). Exercising the ERP will help mature the District's emergency preparedness and socialize ICS concepts. In addition, this will satisfy the strategic plan requirement to conduct an emergency preparedness exercise with an ICS focus.

This exercise will allow District staff emergency responders to directly apply plan revisions and ICS within a simulated emergency. In addition, including external response partners can help build relationships and improve regional response efforts. The exercise scenario will be both realistic and targeted to test the District's basic framework of the District's Emergency Operations Center (EOC)'s functions and communications systems.

This task includes:

- Provide training on ICS principles including:
 - Roles and Responsibilities
 - Delegation of Authority
 - Chain of Command
 - Unity of Command
 - Span of Control
 - Communication Procedures
 - Activation and Escalation
- Coordination of other District staff and management ERP training. This could include the organization of a "brown bag" type workshop to hear emergency preparedness and response lessons learned from a similarly sized utility and peer consultation.
- Coordination of one tabletop exercise. West Yost will host two planning meetings in advance of the tabletop exercise. During these planning meetings, the project team will review logistics for the exercise, develop the exercise scenario, and identify District staff roles. The exercise will be designed to be scalable to serve as the base for a future, larger exercise involving external response partners.
- Facilitation of one tabletop exercise. A tabletop exercise typically lasts up to four hours.
- Facilitation of a post-exercise after action report (AAR) or "Hot Wash" review meeting for all exercise participants. This allows facilitators to capture feedback immediately following the exercise while it is fresh in participants' minds. In addition, it allows the participants to

provide feedback on what went well, and what could be improved upon in the District’s emergency response functions. This meeting will last approximately one hour.

- Develop AAR and improvement plan. This is a key document for the District to update and refine their ERP and to test the ERP for future and various emergency events. West Yost will provide the draft AAR to the District for review prior to finalizing.

Task 11. ERP Exercising Regional Partner Engagement – Supplemental Task

West Yost will build upon the tabletop exercise conducted under Task 10 to expand the tabletop exercise to include outreach and coordination with external regional partners. While it is not necessary for regional partners to physically participate in the exercise, this exercise will be developed with a focus on District staff practicing the protocols for regional notification, the process for notifying the Board, and internal coordination in a regional emergency event.

Work within this task will include additional effort to understand the notification protocols in place for regional partners. In addition, an expansion of the exercise complexity is expected to drive this engagement.

BUDGET

West Yost’s estimated budget for completing new Tasks 9 and 10 is \$56,970 resulting in a total contract authorization of \$203,400. The estimated budget of supplemental Task 11 is \$9,982. Including supplemental Task 11, the total budget is \$213,380. Table 1 provides a summary of level of effort and budget by task.

West Yost will perform the Scope of Services described above on a time-and-expenses basis, at the billing rates set forth in West Yost’s attached 2021 Billing Rate Schedule. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Task	Hours	Budget, dollars
New Authorization Request:		
Task 9. Wastewater and Recycled Water ERP Content Development	160	33,880
Task 10. ERP Training and Exercise	93	23,090
Task 11. ERP Exercising Regional Partner Engagement – Supplemental Task	40	9,982
Amendment No. 1 Request Tasks 9-11	293	66,952
Existing Authorization Tasks 1-8	656	146,428
New Total Budget	949	\$213,380

SCHEDULE

West Yost anticipates completing all work within this authorization by December 31, 2021. A schedule by task is provided in Table 2. Supplemental Task 11 would not begin until authorized by the District.

Table 2. Schedule	
Task	Estimated Completion Date
Emergency Response Plan	
Prepare Water ERP Content (AWIA Compliant) - Final	June 15, 2021
Prepare Wastewater and Recycled Water ERP Content – Draft	June 15, 2021
AWIA ERP Compliance Due Date/District Certification	June 29, 2021
Prepare Wastewater and Recycled Water ERP Content - Final	July 30, 2021
ERP Training and Exercising	October 31, 2021
ERP Exercising Regional Partner Engagement – Supplemental Task	December 31, 2021

If the District elects to move forward with Supplemental Task 11, it would occur during the third and fourth quarters of 2021 within a schedule coordinated with the District.

2021 Billing Rate Schedule

(Effective January 1, 2021 through December 31, 2021)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$307
Engineering/Scientist/Geologist Manager I / II	\$291 / \$304
Principal Engineer/Scientist/Geologist I / II	\$263 / \$279
Senior Engineer/Scientist/Geologist I / II	\$236 / \$247
Associate Engineer/Scientist/Geologist I / II	\$202 / \$216
Engineer/Scientist/Geologist I / II	\$162 / \$188
Engineering Aide	\$95
Administrative I / II / III / IV	\$83 / \$105 / \$126 / \$139
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$302 / \$304
Principal Tech Specialist I / II	\$277 / \$287
Senior Tech Specialist I / II	\$254 / \$266
Senior GIS Analyst	\$230
GIS Analyst	\$217
Technical Specialist I / II / III / IV	\$162 / \$185 / \$208 / \$232
Technical Analyst I / II	\$116 / \$139
Technical Analyst Intern	\$94
Cross-Connection Control Specialist I / II / III / IV	\$121 / \$131 / \$147 / \$164
CAD Manager	\$183
CAD Designer I / II	\$142 / \$160
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$294
Construction Manager I / II / III / IV	\$179 / \$192 / \$204 / \$258
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$157 / \$174 / \$194 / \$202
Apprentice Inspector	\$142
CM Administrative I / II	\$76 / \$102
Field Services	\$202

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2021 Billing Rate Schedule

(Effective January 1, 2021 through December 31, 2021)*



Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Trimble GPS – Geo 7x	\$220 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually



TITLE: Approve Master Agreement for Consulting Services with Kennedy/Jenks Consultants, Inc. and Authorize Execution of Task Order No. 1 for the Biogas Flare Improvements Project (CIP 18-P010)

RECOMMENDATION:

Staff recommends the Board of Directors take two separate actions as follows:

1. Approve, by Resolution, a Master Agreement for Consulting Services with Kennedy/Jenks Consultants, Inc.
2. Authorize, by Motion, the General Manager to execute Task Order No. 1 to the Master Agreement for Consulting Services with Kennedy/Jenks Consultants, Inc. in an amount not to exceed \$233,066 for the Biogas Flare Improvements Project (CIP 18-P010).

DISCUSSION:

The Biogas Flare Improvements Project (Project) will replace the existing waste gas flare with a new unit sized to meet the anticipated production of biogas through 2035 and ensure that the District’s wastewater treatment plant, on a long-term basis, can comply with air quality regulations. The Project will also include new header piping sized to accommodate the future projected biogas flows. This Project is included in the District’s current Capital Improvement Program Two-Year Budget and Ten-Year Plan.

On February 1, 2021, staff solicited proposals from five consulting firms to provide engineering design services for the Project. On February 18, 2021, proposals were received from two firms: Kennedy/Jenks Consultants, Inc. and SCS Engineers. Proposals were evaluated based upon established criteria including project understanding, project approach and proposed scope of work, company and personnel qualifications, project schedule, and level of effort. Based upon these criteria, Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) was determined to have the best combination of qualifications, staff, and proposed approach to meet the needs of the Project.

Kennedy/Jenks’ proposed scope of work includes engineering and technical services in support of air quality permitting; site planning and preliminary engineering; design engineering, including the preparation of design drawings, technical specifications, and cost estimates; and engineering services in support of the project bidding phase. At its option, the District may also retain Kennedy/Jenks to provide engineering services during the construction phase of the Project.

The design phase of the Project is expected to be completed in 9 to 12 months. The total project cost is estimated to be \$1.5 million and is 100 percent funded by the Regional Wastewater Replacement (Fund 310).

Originating Department: Engineering Services	Contact: J. Ching	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$233,066 from Regional Wastewater Replacement (Fund 310)	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF A MASTER AGREEMENT FOR CONSULTING SERVICES WITH KENNEDY/JENKS CONSULTANTS, INC. FOR ENGINEERING DESIGN SERVICES OF THE BIOGAS FLARE IMPROVEMENTS PROJECT (CIP 18-P010)

WHEREAS, the District desires to obtain professional consulting services for engineering design of the Biogas Flare Improvements Project (CIP 18-P010) (Project) and solicited a Request for Proposals in accordance with the District Code and purchasing procedures; and

WHEREAS, on February 1, 2021, the District sent out five requests for proposal to consulting firms to provide engineering design services; and

WHEREAS, on February 18, 2021, the District received proposals from Kennedy Jenks Consultants, Inc. and SCS Engineers, Inc.; and

WHEREAS, District staff has evaluated the two professional consulting services proposals, and recommends the selection of Kennedy Jenks Consultants, Inc. to provide engineering design services related to the Project; and

WHEREAS, Kennedy Jenks Consultants, Inc. was selected based on the company's qualifications, depth and breadth of design team members on similar projects, and proposed design approach.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain "Master Agreement for Consulting Services" (Exhibit "A") by and between the Dublin San Ramon Services District and Kennedy Jenks Consultants, Inc., is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of March, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

MASTER AGREEMENT for CONSULTING SERVICES
WITH
Kennedy/Jenks Consultants, Inc.

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California ("District") and Kennedy/Jenks Consultants, Inc. ("Consultant"), 275 Battery Street, Suite 550; San Francisco, CA 94111; (415) 243-2150;

WHEREAS, District requires professional engineering consulting services for the Biogas Flare Improvements (CIP 18-P010) Project, (the "Project"); and

WHEREAS, Consultant's principals are duly licensed Professional Engineers in the State of California and Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional engineering consulting services; and

WHEREAS, District desires to engage Consultant for such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES. Consultant shall perform assignments in accordance with the terms and conditions of this Agreement and written Task Orders issued from time to time by District to Consultant and accepted by Consultant. Each such Task Order shall include, but not be limited to: (i) a description of the services to be performed by Consultant, and the key personnel to be assigned by Consultant to the performance of the specific Task (who shall not be replaced without the prior written approval of the District, which shall not be unreasonably withheld); (ii) the time of performance for providing such services; (iii) maximum compensation payable for providing such services, provided that such compensation shall be payable pursuant to Paragraph 2 hereof unless otherwise expressly provided in the Task Order; (iv) District's source of funding; and (v) such other provisions as the parties deem appropriate or necessary to accomplish the purpose of the Task Order. To the extent not expressly modified by Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each Task Order.

Consultant is expressly authorized to continue, complete, and shall be compensated by District for all work authorized, approved and performed, prior to the effective date of this Agreement, under any prior agreement(s) or any Task Orders issued by the District pursuant thereto. 2. COMPENSATION. District shall compensate Consultant for all services performed by Consultant pursuant to Paragraph 1 in an amount equal to Consultant's hourly rates of charge for Consultant's personnel times the number of hours, or portions thereof, of services correspondingly performed by said personnel. Said rates of charge are set forth in Exhibit "A" hereof, attached hereto, and by reference incorporated herein. Said rates may be adjusted, from time to time, upon written approval of the District.

District shall reimburse Consultant for other expenses directly incurred in performing services hereunder, if any, described in Exhibit "A."

Compensation and reimbursement of expenses shall be payable by District within thirty (30) days upon receipt of billing by Consultant. Billing by Consultant to District shall not be more often than monthly for services corresponding to each Task Order. The billing shall include an itemized statement briefly describing the services rendered and costs incurred and the authorized amount remaining.

3. RECORDS. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant hereunder. Said records shall be available to District for review and copying during regular business hours at Consultant's place of business, or as otherwise agreed upon by the parties.

4. NON-ASSIGNABILITY. Consultant shall not subcontract, assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this agreement or any Task Order issued hereunder in any manner, without the express prior written consent of District, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant, upon District's written consent, from employing such independent consultants, associates, and subcontractors as may be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

5. STATUS. In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of District. All services provided pursuant to this Agreement shall be authorized by Task Order issued by the District's General Manager or his or her designated representative and signed by the Consultant.

6. PERIOD OF SERVICE. Unless extended by Task Order, this Master Agreement shall expire on June 30, 2022.

7. PERFORMANCE STANDARDS. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert technical and consulting services similar to those to be performed by Consultant hereunder, shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of a registered engineer in the State of California.

Any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished hereunder and, therefore, the fact that the District has accepted or approved the Consultant's

work shall in no way relieve the Consultant of these responsibilities.

8. TERMINATION. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, District shall compensate Consultant for services rendered to the date of termination, as the case may be, calculated in accordance with the provisions of Paragraph 2. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of District to terminate this Agreement for cause, or otherwise to exercise such legal or equitable rights, and to seek such remedies as may accrue to District, or to authorize Consultant to terminate this Agreement for cause.

9. TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS. All documents, work products, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except proprietary computer software purchased or developed by Consultant) obtained or prepared by Consultant pursuant to the terms of this Agreement, shall become the property of District. District and Consultant shall, from time to time pursuant to Task Orders, specify which materials Consultant shall deliver to District ("Deliverables"). Deliverables are intended to, and may, be relied upon by District, or others designated by District, where appropriate, for those purposes for which District requested their preparation, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Consultant will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to District ("Non-Deliverables") shall be retained by Consultant, but Consultant shall provide District access to such Non-Deliverables at all reasonable times upon District's request. District may make and retain copies of all Non-Deliverables, at District's expense, for information and reference. Unless otherwise specified in writing by Consultant, use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk.

10. COMPLIANCE WITH LAWS. In performance of this Agreement, Consultant shall exercise due professional care in compliance with all applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure all permits, certificates, and licenses necessary to allow Consultant to perform the Services specified herein. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant under a Task Order.

Consultant shall comply at all times with California Occupational Safety and Health Act

("OSHA") regulations regarding necessary safety equipment or procedures and shall take all necessary precautions for safe operation of its work, and the protection of its personnel and the public from injury and damage from such work.

11. NON-DISCLOSURE OF PROPRIETARY INFORMATION. Consultant shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Consultant by District in furtherance of this Agreement to be the District's proprietary information, unless said information is available from public sources other than District. Consultant shall not publish or disclose District's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of District or in response to legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that District shall determine and advise Consultant which documents, if any, are required to be disclosed under said Act.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement, and any Task Orders issued hereunder, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

D. Waiver of Subrogation: Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

E. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

F. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

G. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

iii. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

H. Verification of Coverage: Consultant shall furnish the District with original Certificates of Insurance including all required and amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the

Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. INDEMNIFICATION. Consultant shall hold harmless, indemnify and defend District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, "Indemnities") from and against all claims for liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnities, to the extent caused in whole or in part by the negligence, intentional tortuous acts or omissions, or willful misconduct of Consultant, its officers, employees or agents, in the performance of any services or work pursuant to this Agreement or any Task Order issued hereunder. Consultant's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Consultant to indemnify Indemnities against any responsibility or liability in contravention of California Civil Code Section 2782.

A. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination, which includes a finding that there was no negligence on the part of Consultant, its officers, employees or agents, District shall refund to Consultant all defense costs, judgments and/or amounts paid by Consultant on behalf of Indemnities.

B. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Consultant, its officers, employees or agents and any Indemnities(s), then District shall be responsible to pay that portion of the judgment attributed to Indemnities(s), and shall refund to Consultant a pro rata share of any defense costs expended on behalf of Indemnities.

C. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is finally resolved by any other means than those stated in Paragraphs 13(a) and 13(b), or in the event Consultant fails to provide a defense to Indemnities, Consultant and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Consultant and/or Indemnities. In the event Consultant and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of

the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

14. COVENANT AGAINST CONTINGENCY FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability or at District's discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

15. ECONOMIC DISCLOSURE. Upon District's determination that the services provided through this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any of its employees identified by District shall prepare and file an Economic Disclosure Statement(s) consistent with District's local conflict of interest code and the Political Reform Act.

16. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of any such paragraph and shall not be construed to change the meaning thereof.

17. WAIVER. A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SURVIVABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

19. INTEGRATION AND MODIFICATION. This Agreement, together with the Compensation Schedule setting forth Consultant's rates and charges and compensable expenses, attached hereto as Exhibit "A," is adopted by District and Consultant as a complete and exclusive statement of the terms of this Agreement between District and Consultant, except to the extent revised and/or implemented through issuance of Task Orders hereunder. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant, whether written or oral; provided, however, that Consultant is expressly

authorized to continue, complete, and be fully compensated by District for all work authorized, approved and begun, prior to the effective date of this Agreement, according to the terms of said agreement and/or any Task Orders issued by the District pursuant thereto.

20. AMENDMENTS. This Agreement may be amended or supplemented by the parties by written agreement approved and executed in the same manner as this Agreement.

21. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the respective successors, executors, administrators, assigns, and legal representatives to the parties.

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

23. DISPUTE RESOLUTION. The parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination of mediation and thereafter proceed with whatever remedies it may choose in law or in equity.

24. NOTICES. All notices to be given hereunder shall be written, and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To District: General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

To Consultant: Mark Minkowski, PE
Kennedy/Jenks Consultants, Inc.
2350 Mission College Boulevard, Suite 525
Santa Clara, CA 95054

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written.

DUBLIN SAN RAMON SERVICES DISTRICT, a
public agency

By _____
Daniel McIntyre, General Manager

Attest:

Nicole Genzale, District Secretary

Kennedy/Jenks Consultants, Inc.

Mark Minkowski, PE, Vice President



Client/Address: Dublin San Ramon Services District
 7051 Dublin Boulevard
 Dublin, CA 94568

January 1, 2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$165
Engineer-Scientist-Specialist 3	\$185
Engineer-Scientist-Specialist 4	\$200
Engineer-Scientist-Specialist 5	\$220
Engineer-Scientist-Specialist 6	\$245
Engineer-Scientist-Specialist 7	\$270
Engineer-Scientist-Specialist 8	\$290
Engineer-Scientist-Specialist 9	\$305
CAD-Technician	\$120
Senior CAD-Technician	\$140
CAD-Designer	\$155
Senior CAD-Designer	\$175
Project Administrator	\$130
Administrative Assistant	\$110
Aide.....	\$85

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.

Kennedy/Jenks Consultants Inc.

Task Order No. 1 to Agreement No. A21-06 dated TBD

Agreement Expiry Date: 6/30/2022

Issue Date: TBD

Project Name and Number: Biogas Flare Improvements (CIP 18-P010)

Task Title: Engineering Design Services

Project Manager Name: Jason Ching

Source of Funds: Regional Wastewater Replacement (Fund 310)

Account Number: 18-P010.design.cip

Authorization Amount: \$233,066.00

Original PO Amount: \$0.00

Increase PO Amount: \$0.00

New PO Amount: \$233,066.00

Purchase Order Number: TBD

Return Purchase Order to: Evita Schnupp

Compensation Method: Time and materials as per Agreement

Completion Date: 1/31/2022

Insurance Requirements: As per Agreement; no special requirements

Work Product: See Attachment "A"

Digital Drawings, if applicable: Digital files shall be in AutoCAD 2010 or higher drawing format. Drawing units shall be decimal with a precision of 0.00. Angles shall be in decimal degrees with a precision of 0. All objects and entities in layers shall be colored by layer. All layers shall be named in English. Abbreviations are acceptable. All submitted map drawings shall use the Global Coordinate system of USA, California, NAD 83 California State Planes, Zone III, U. S. foot.

Scope of Work: See Attachment "A"

Economic Disclosure: Not Required

Recommended by: Judy Zavadil (_____)

Accepted by: _____
Mark Minkowski, P.E., Vice President
Kennedy/Jenks Consultants Inc. _____
Date

Authorized by: _____
Daniel McIntyre, General Manager
Dublin San Ramon Services District _____
Date

SCOPE OF WORK BY PHASE

Phase 1 - Project Management

KJ will bring quality assurance and quality control (QA/QC) to the project management and design approach. In the initial project stages, KJ will perform a Concept and Criteria Review (C&CR), to review scope of work, technical approach, budget and schedule with technical advisors to identify additional technical and value engineering opportunities. KJ will coordinate with the District throughout the project with monthly progress meetings and design review meetings.

Phase 1 Deliverables:

- Kick-off meeting
- Monthly Invoices
- Monthly progress meetings with meeting summaries
- Draft response to District comments will be provided prior to each design review meeting. After each design review meeting, KJ will provide a meeting summary to the District.

Phase 1 Assumptions:

1. KJ has assumed an approximate 8-month duration for the Preliminary and Final Design phases and has included one (1) kick-off meeting, with subsequent monthly progress meetings with the District. (Eight 1-hour meetings total).
2. KJ has assumed three (3) 2-hour design review meetings with the District: one design review meeting will be held after the preliminary design submittal to the District (before it goes to BAAQMD) and two design review meetings held after the 65% and 90% submittals. No design review meeting is included after the Final Design/Bid Document submittal.
3. All meetings are assumed to be virtual meetings.

Phase 2 - Preliminary Design

The objective of the preliminary design phase is to provide a conceptual flare design based on a Varec manufactured flare and relay to BAAQMD that this design will meet the intent and criteria of the emission requirements. This is a critical step toward initiating permitting. To do this, KJ will review WWTP record information, complete a site visit with a local KJ team and develop a conceptual plan that includes Varec vendor information, flare location, schematic piping and conduit routing and preliminary instrumentation and control strategies. The preliminary design deliverable will also include distances from the flare to fence lines, nearest school(s) and nearest residents. A brief narrative will be included describing the intent of the design and articulating how it meets BAAQMD's criteria. Once the conceptual information is reviewed by the District and approved to presentation to BAAQMD, KJ will support a working meeting between BAAQMD, Mizutani Environmental and the District to review the documentation and obtain written confirmation that they approve the use of the Varec flare at this installation.

Once the preliminary design is approved by the District and the Varec flare is accepted by BAAQMD, KJ will complete a topographic survey and Geotechnical document review. It is KJ's understanding that the latest survey was completed for the Digester #4 and FOG project and the latest Geotechnical Investigation was completed in 2010. Therefore, we recommend including a survey, limited to the two locations identified in the Black and Veatch Flare Report. In addition, we recommend a Geotechnical Engineer review the previously completed investigation for code compliance and develop the bearing capacity for the waste gas burner foundation. An option to expedite the schedule, for District consideration, would be to begin the survey and Geotechnical Memorandum as the preliminary design is being developed so that once approval from BAAQMD is received, the final design can commence.

SCOPE OF WORK | PROJECT UNDERSTANDING

Phase 2 Deliverables:

- Exhibits indicating the information identified above presented as PDF mark-ups of record drawings, site walk photos and/or a Google Earth image(s)
- Site Walk with local KJ team meeting all COVID safety guidelines
- Design Review Meeting with the District and Mizutani Environmental to review the preliminary design and narrative and any comments received, prior to sending the documentation to the BAAQMD

The exhibits will be provided in PDF format and the narrative will be provided in Microsoft Word and PDF. No drawings or specifications will be provided for the preliminary design deliverable.

Phase 2 Assumptions:

1. The District's subconsultant, Mizutani Environmental, will take the lead for permitting with BAAQMD. KJ will support the permitting process by providing supporting technical documentation to Mizutani Environmental to incorporate into the permit package.
2. KJ will provide up to 24 hours total of technical support to assist with the BAAQMD permitting process. Any time requested in addition to 24 hours will be provided on a time and materials basis. Support is anticipated to consist of providing technical support to DSRSD and Mizutani Environmental, as needed. KJ would also be available to participate in meetings with Mizutani Environmental and the BAAQMD, if requested.
3. The new flare will be a Varec Biogas, Inc. enclosed flare equipped by the manufacturer with its own control panel.
4. The Varec flare system will be equipped with the necessary infrastructure to interface with the current client SCADA system.
5. Existing record drawings are adequate to use for the development of the preliminary design exhibits and narrative.

6. KJ will provide a topographic map within proximity to the existing flare, north of the digesters and FOG facility. The survey will encompass the two locations identified for the new flare in the Digester Gas Treatment System Improvements Engineering Report.
 - a. All utility information will be based on record drawings. No gravity systems will be dipped for invert elevations
7. KJ's design will rely on the gas production and flow values provided in the Black and Veatch reports that have been made available to KJ for this project. Therefore, the scope includes gas piping modifications only to deliver the design digester gas flow to the new waste gas burners. Gas piping modifications to individual digesters is not included in the scope and no effort for additional analysis or evaluation of the gas volumes and flow rates has been included.
8. Existing geotechnical report(s) is/are available in proximity to the new flare location, from the last 12 years.
9. The District will provide direction related to future gas storage, which will guide how the flare system is controlled.
10. Electrical power and natural gas are available in proximity to the new flare.
11. The 2019 CBC and ASCE 7-16 codes will be used to develop the site for the new flare.

Phase 3 - Final Design

Upon acceptance of the flare manufacturer by BAAQMD and the preliminary design by the District, KJ will develop the design of the new enclosed flare, coordinating with the District Engineering and Operations and Maintenance teams. The BAAQMD permitting process may continue in parallel with the Final Design, which will be discussed with the District prior to the start of work under this phase. KJ will include three deliverables (65%, 90% and Final Design/Bid Documents) as part of the Final Design Phase:

1. Civil Design:
 - a. Horizontal control, grading and drainage, paving, yard piping and details to support one

SCOPE OF WORK | PROJECT UNDERSTANDING

new flare. Horizontal control and grading and drainage will be based on record information.

- b. It is KJ's understanding that runoff can be directed within the treatment plant. No significant storm drain improvements are included in this scope.
 - c. Pavement sections will match record drawings provided by the District.
2. Mechanical Design:
 - a. Enclosed waste gas burner plan and sections
 - b. Digester gas connections, natural gas connections, process piping and details between the digesters and new waste gas burner
 3. Structural Design:
 - a. One plan and section view, concrete pad design. If applicable a short retaining wall design, and up to three common pipe support details. No custom pipe support details are included in this scope.
 4. Electrical / Instrumentation and Controls (I&C) Design:
 - a. The Varec flare will be a package equipped with its own control panel and necessary infrastructure to interface with the current client SCADA system.
 - b. Install a junction box upstream of the receptacle circuit and splice a new 120VAC circuit to a new receptacle at the new flare.
 - c. Install a small duct bank to route 480VAC power, instrumentation and control to the new flare.
 - d. Integrate new flare with existing WWTP controls.
 5. This includes Civil, Structural, Electrical and Instrumentation and Controls drawings and specifications prepared as part of the final deliverable suitable for public bidding. KJ will coordinate with Varec Biogas Inc. for drawings and specifications specific to the new flare.

Phase 3 Deliverables:

- KJ has assumed three deliverables during the final design phase: 65%, 90% and Final Design/ Bid Documents.
- Each deliverable will include specifications and an opinion of probable cost.
- The 65% and 90% drawings will be provided as half size PDFs and the OPCC and Specifications will be provided as PDF and in the native Microsoft Excel and/or Word file format.
- The Final Design/Bid Documents will be provided in both native and PDF formats (AutoCAD, Excel, Word).
- KJ will conduct a design review meeting with the District after comments are received for the 65% and 90% deliverables to review all comments and questions.

Phase 3 Assumptions:

1. Assumptions identified under the Preliminary Design Phase are applicable to the Final Design Phase.
2. The Contract Documents will be prepared to follow KJ and District standards, details, and specifications.
3. The design drawings will be produced in AutoCAD 2018. Specifications will be produced in Microsoft Word and follow 1995 CSI MasterFormat.
4. KJ will redline the District's Divisions 00 and Division 01 Specification (outside of the sections identified in the list below). The District will incorporate KJ's redlines and comments and provide the updated front end specifications to KJ for review. If additional edits are needed, KJ will coordinate with the District for incorporation. The District will be responsible for finalizing and sending KJ the final documents in Word and PDF format for KJ to incorporate the front-end specifications in the final Bid Document package.

SCOPE OF WORK | PROJECT UNDERSTANDING

5. KJ has assumed the District will provide collated comments 15 days after receiving each deliverable followed by a meeting to review District comments.

Phase 3 Exceptions: The following items are not included in the scope for engineering services for design and attached estimate:

1. Civil, Structural, Mechanical, Electrical, and I&C drawings and specifications not identified within this scope of work.

To assist in developing the estimated level of effort, KJ has prepared a preliminary Civil, Structural, Electrical and Instrumentation and Controls drawing list and specification list that corresponds to the scope of work. The estimate accounts for review and collaboration time with the District regarding Division 00 and Division 01 specifications. In addition, the total Civil, Structural, Electrical & Instrumentation Engineering design estimate is based on proposed submittal milestones. The design estimate will not be exceeded without authorization. KJ's rates are based on the rate schedule attached.

KJ's preliminary drawings and specification lists are provided at the end of this section.

Phase 4 - Bidding Support

KJ will assist the District with the public bidding process. KJ assumes that the District will manage the bidding process. KJ's scope of work for the Bidding Phase will include the following tasks.

1. Attend and participate in a pre-bid conference for prospective bidders led by the District.
2. Issue up to two addenda to refine and clarify the contract documents.
3. Respond to bidders' questions transmitted by the District.
4. Assist the District with reviewing bids from the bidders.

Phase 5 - Engineering Services During Construction (ESDC)

KJ will furnish the following engineering services during the Construction Phase of the project on a time

and material basis. KJ has used our best judgement in estimating the budget for these tasks at this early stage. KJ assumes that the District will manage the construction of the project and will furnish on-site inspection of the contractor's work.

1. Provide Project Management
 - a. Monitor scope, schedule and budget and keep the District apprised of the status of the pre-design phase of work.
2. Attend Construction Meetings
 - a. Pre-Construction Meeting. KJ will attend and participate in a pre-construction meeting led by the District's Construction Manager. We assume that the District's Construction Manager will create and distribute minutes of the meeting. The KJ Project Manager will attend the pre-construction meeting.
 - b. Progress Meetings. KJ will attend on-site construction progress meetings with the District, the District's Construction Manager and the Contractor. We assume that the District's Construction Manager will lead the meetings and create and distribute minutes of the meetings. The allocated budget provides for attending 8 on-site progress meetings at an estimated average of 4 hours per meeting for a total of 32 hours.
3. Perform Submittal Reviews
 - a. Shop Drawing Submittals. KJ will review Contractor's shop drawing submittals transmitted by the District's Construction Manager for compliance with the design intent of the Contract Documents based solely on information provided by the Contractor. Submittal review comments will be presented in a shop drawing review letter (SDRL) and will be returned to the District's Construction Manager electronically in PDF format. KJ will review and return submittals within 30 days as specified in the Contract Documents, but will strive to generally complete the submittals in less time. The allocated budget provides for review of up to 30 submittals/resubmittals at approximately 6 hours per submittal/resubmittal on average, which includes quality

SCOPE OF WORK | PROJECT UNDERSTANDING

Preliminary General, Civil, Structural, Electrical & Instrumentation Drawing List

Sheet	Description
G1	General – Title Sheet, Vicinity Map, Location Map, Drawing Index
G2	General – Notes, Abbreviations, Legend, and Symbols
C1	Civil - General Notes, Abbreviations and Symbols
C2	Civil – Demolition Plan
C3	Civil – Site and Paving Plan
C4	Civil – Grading and Drainage Plan
C5	Civil – Yard Piping
C6	Civil – Details 1
M1	Mechanical - General Notes, Abbreviations and Symbols
M2	Mechanical – Waste Gas Burner Plan and Sections Process Piping from Digesters to Waste Gas Burner
M3	Mechanical - Digester and natural gas connections
M4	Mechanical – Details 1
M5	Mechanical – Details 2
S1	Structural – General Notes & Abbreviations
S2	Structural – Special Inspections & Structural Observations
S3	Structural – Standard Details 1
S4	Structural - Plan and Section
S5	Structural – Project Details 1
E1	Electrical – General Notes & Abbreviations
E2	Electrical – Standard Details
E3	Electrical – Site Plan
E4	Electrical – Single Line Diagram
E5	Electrical – Conduit Block Diagram and Conduit/Cable Schedule
E6	Electrical – Miscellaneous Electrical Details
E7	Electrical – Flare Electrical Plan
I1	Instrumentation – Notes, Identifiers and Abbreviations
I2	Instrumentation – Process Legend and Symbols
I3	Instrumentation – Flare P&ID
I4	Instrumentation – Network and Communications Diagram
I5	Instrumentation – Details

Preliminary Specification List

DIV	Description
Division 01	
01190	Structural Design Requirements
Division 02	
02050	Demolition
02200	Site Preparation
02300	Earthwork
02700	Paving and Surfacing
Division 03	
03200	Reinforcing Steel
03300	Cast-in-Place Concrete
03350	Concrete Finishes
03481	Precast Concrete Vaults
03600	Grout
03935	Concrete Repair and Rehabilitation
Division 05	
05100	Structural Metal Framing
05500	Miscellaneous Metals
Division 09	
09960	Protective Coatings
Division 11	
11700	Waste Gas Burner and Appurtenances
Division 15	
15050	Piping, Valves, and Accessories
Division 16	
16010	General Electrical Requirements
16110	Conduit, Raceways and Fittings
16120	Low Voltage Wire and Cable
16124	Signal Cable
16140	Wiring Devices
16402	Underground Electrical Work
16950	Electrical Tests
16955	Control Devices
Division 17	
17010	Instrumentation and Controls, General Requirements
17120	Flow Measurement
17150	Pressure Measurement
17300	Control Strategies

PROJECT SCHEDULE

The following reflects the anticipated WWTP Flare Replacement project schedule, in detail, identifying critical paths and milestones for the overall project, each phase, and all major task elements. Each work task is broken down into subgroups and integrated into the schedule. We have also provided actual dates and working days required for each of the project work tasks. Two options to expedite the schedule, for the District's consideration, are to complete the survey and geotechnical review as the preliminary design is being developed and/or to pre-procure the new Varec flare.

LEGEND

◆ Milestone
 Task
 BAAQMD Permit Support

TASK NAME	DURATION	START	FINISH	2021												2022		
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
Dublin San Ramon Services District - Flare Replacement (Assumed NTP: April 5, 2021)				◆ PROJECT START (4/5)														
Phase 1 - Project Management																		
Project Set-up	2 weeks	4/5/21	4/16/21	█														
Kick-off Meeting	0 days	4/7/21	4/7/21	◆ 4/7														
Internal C&CR	0 days	5/7/21	5/7/21	◆ 5/7														
Preliminary Design Review Meeting	0 days	6/30/21	6/30/21	◆ 6/30														
65% Design Review Meeting	0 days	9/16/21	9/16/21	◆ 9/16														
90% Design Review Meeting	0 days	11/11/21	11/11/21	◆ 11/11														
BAAQMD Permit Support	5.7 months	7/1/21	12/9/21	█														
Phase 2 - Preliminary Design																		
Site Visit	0 days	4/13/21	4/13/21	◆ 4/13														
Record Information Review	2 weeks	4/14/21	4/27/21	█														
Preliminary Design Exhibits and Narrative	30 days	4/28/21	6/9/21	█														
<i>District Review</i>	15 days	6/10/21	6/30/21	█														
BAAQMD Meeting, as requested, to obtain flare buy-in	0 weeks	7/8/21	7/8/21	◆ 7/8														
Topographic Survey	2 weeks	7/9/21	7/22/21	█														
Geotechnical Memorandum	4 weeks	7/9/21	8/5/21	█														
Phase 3 - Final Design Phase																		
65% Design	8 weeks	7/23/21	9/16/21															
65% Drawings, Specs and OPCC	20 days	7/23/21	8/19/21	█														
65% Internal QA/QC	5 days	8/20/21	8/26/21	█														
65% Submittal	0 days	8/26/21	8/26/21	◆ 8/26														
<i>District Review / Comments</i>	15 days	8/27/21	9/16/21	█														
65% Design Review Meeting with District	0 days	9/16/21	9/16/21	◆ 9/16														
90% Design	8 weeks	9/17/21	11/11/21															
90% Drawings, Specs and OPCC	20 days	9/17/21	10/14/21	█														
90% Internal QA/QC	5 days	10/15/21	10/21/21	█														
90% Submittal	0 days	10/21/21	10/21/21	◆ 10/21														
<i>District Review / Comments</i>	15 days	10/22/21	11/11/21	█														
90% Design Review Meeting with District	0 days	11/11/21	11/11/21	◆ 11/11														
Final Design / Bid Documents	4 weeks	11/12/21	12/9/21															
Final Design Drawings, Specs and OPCC	15 days	11/12/21	12/2/21	█														
Final Design Internal QA/QC	5 days	12/3/21	12/9/21	█														
Final Design Submittal	0 days	12/9/21	12/9/21	◆ 12/9; Design Completion within 8 months of NTP														

PROJECT SCHEDULE

TASK NAME	DURATION	START	FINISH	2021												2022		
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
Phase 4 - Bid Support	9 weeks	12/10/21	2/10/22															
District Board Approval	30 days	12/10/21	1/20/22															
Pre-Bid Conference	0 days	1/20/22	1/20/22															
Respond to Bidder Questions	10 days	1/21/22	2/3/22															
Prepare Addenda	5 days	1/28/22	2/3/22															
Review Bids	5 days	2/4/22	2/10/22															
Phase 5 - Construction				Contractor to determine Phase 5 - Construction Schedule														
Project Management																		
Pre-construction Meeting																		
Progress Meetings																		
Shop Drawing Review																		
O&M Submittal Review																		
Request for Information																		
Requestion for Quotation																		
Site Visits																		
Record Drawings																		

Contractor to determine Phase 5 - Construction Schedule

ESTIMATED LEVEL OF EFFORT

The Level of Effort is broken down by project phase and discipline and is based on the drawing and specification lists provided in this proposal and **supported by direct experience with two similar, recent projects**. Subconsultant hours are estimated as follows: Topographical Survey: 24 hours; Geotechnical Engineering: 68 hours.

January 1, 2021 Rates	Classification:	Principal-in-Charge M. Minkowski	Project Management	Technical Advisor M. Barnes	Mechanical Engineer	Structural Engineer	Civil Engineer	Electrical, I&C Engineer	Sr. CAD Design	CAD Design	Administrative	Total
Phase 1 - Project Management												
PM Communications			18									18
Project Set-up and Invoicing			18								12	30
Health & Safety	1	1		1	1	1	1					6
QA/QC, C&CR	1	12	8	4	4	4	1					34
Kick-off Meeting	1	1		1	1	1	1					6
Preliminary Design Review Meeting			2		1	1	1	1				6
Final Design Review Meetings			4		4	4	4	4				20
Phase 1 - Subtotal	3	56	8	11	11	11	8	0	0	12		120
Phase 2 - Preliminary Design												
Site Visit			2			2						4
Review of Record Information			8		8	8	8	16				48
Preliminary Design Drawings & Narrative			6	2	8	8	6	8			4	42
BAAQMD Permitting Assistance	2	11	11									24
Phase 2 - Subtotal	2	27	13	16	18	14	24	0	0	4		118
Phase 3 - Final Design												
65% Design	1	8	14	24	18	16	47	23	38	7		196
90% Design	1	8	18	32	24	21	63	30	50	10		258
Final Design / Bid Documents	1	8	14	24	18	16	47	23	38	7		196
Phase 3 - Subtotal	3	24	46	79	61	53	158	76	126	24		650
PM, PRELIMINARY AND FINAL DESIGN TOTAL	8	107	67	106	90	78	190	76	126	40		888
Phase 4 - Bid Support												
Pre-Bid Conference			2	1		2		1				6
Addenda			4			4	4	4		16		32
Respond to Bidder Questions			4			4	4	4				16
Review Bids			4	4								8
Phase 4 - Subtotal	0	14	5	0	10	8	9	0	16	0		62
PM, DESIGN, AND BID SUPPORT TOTAL	8	121	72	106	100	86	199	76	142	40		950

FEE ESTIMATE

January 1, 2021 Rates	Eng-Sci-9 Mark Minkowski	Eng-Sci-8 Mike B., Jeff M.	Eng-Sci-6- Peter S./ Monty	Eng-Sci-5 Christy Suttich, PM	Eng-Sci-4 Erin Hoepfl	Eng-Sci-2 Dom Herrera	Sr. CAD-Design	CAD-Design	Admin. Assist.	Total	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub O'Dell	Sub Cal Engineering & Geology	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-6-	Eng-Sci-5	Eng-Sci-4	Eng-Sci-2	Sr. CAD-Design	CAD-Design	Admin. Assist.	Hours	Fees	3%	\$9.74	Fees	Fees	10%	Fees	10%				Fees
Hourly Rate:	\$310	\$295	\$245	\$220	\$205	\$165	\$175	\$160	\$110													
Phase 1 - Project Management																						
PM Communications				18						18	\$3,960	\$119	\$175			\$0		\$0	\$4,254	\$0	\$0	\$4,254
Project Set-up and invoicing				18					12	30	\$5,280	\$158	\$292			\$0		\$0	\$5,731	\$0	\$0	\$5,731
Health & Safety	1		2	2	1					6	\$1,445	\$43	\$58			\$0		\$0	\$1,547	\$0	\$0	\$1,547
QA/QC, C&CR	1	8	8	16	1					34	\$8,355	\$251	\$331			\$0		\$0	\$8,937	\$0	\$0	\$8,937
Kick-off Meeting	1		2	2	1					6	\$1,445	\$43	\$58			\$0		\$0	\$1,547	\$0	\$0	\$1,547
Preliminary Design Review Meeting			2	3	1					6	\$1,355	\$41	\$58			\$0		\$0	\$1,454	\$0	\$0	\$1,454
Final Design Review Meetings			8	8	4					20	\$4,540	\$136	\$195			\$0		\$0	\$4,871	\$0	\$0	\$4,871
Phase 1 - Subtotal	3	8	22	67	8	0	0	0	12	120	\$26,380	\$791	\$1,169	\$0	\$0	\$0	\$0	\$0	\$28,340	\$0	\$0	\$28,340
Phase 2 - Preliminary Design																						
Site Visit			2	2						4	\$930	\$28	\$39			\$0		\$0	\$997	\$0	\$0	\$997
Review of Record Information			16	16	16					48	\$10,720	\$322	\$468			\$0		\$0	\$11,509	\$0	\$0	\$11,509
Preliminary Design Drawings & Narrative		2	16	12	8				4	42	\$9,230	\$277	\$409	\$5,000	\$13,205	\$1,821		\$0	\$9,916	\$20,026	\$0	\$29,941
BAAQMD Permitting Assistance	2	11		11						24	\$6,285	\$189	\$234			\$0		\$0	\$6,707	\$0	\$0	\$6,707
Phase 2 - Subtotal	2	13	34	41	24	0	0	0	4	118	\$27,165	\$815	\$1,149	\$5,000	\$13,205	\$1,821	\$0	\$0	\$29,129	\$20,026	\$0	\$49,155
Phase 3 - Final Design																						
65% Design	1	14	34	24	37	19	23	38	7	196	\$39,372	\$1,181	\$1,908			\$0		\$0	\$42,461	\$0	\$0	\$42,461
90% Design	1	18	45	29	49	26	30	50	10	258	\$51,806	\$1,554	\$2,515			\$0		\$0	\$55,875	\$0	\$0	\$55,875
Final Design / Bid Documents	1	14	34	24	37	19	23	38	7	196	\$39,372	\$1,181	\$1,908			\$0	\$300	\$30	\$42,461	\$0	\$330	\$42,791
Phase 3 - Subtotal	3	46	112	77	122	64	76	126	24	650	\$130,550	\$3,917	\$6,331	\$0	\$0	\$0	\$300	\$30	\$140,798	\$0	\$330	\$141,128
Project Management, Preliminary and Final Design Total	8	67	168	185	154	64	76	126	40	888	\$184,095	\$5,523	\$8,649	\$5,000	\$13,205	\$1,821	\$300	\$30	\$198,267	\$20,026	\$330	\$218,622
Phase 4 - Bid Support																						
Pre-bid Conference		1	2	2	1					6	\$1,430	\$43	\$58			\$0		\$0	\$1,531	\$0	\$0	\$1,531
Addenda			4	8	4			16		32	\$6,120	\$184	\$312			\$0	\$250	\$25	\$6,615	\$0	\$275	\$6,890
Respond to Bidder Questions			4	8	4					16	\$3,560	\$107	\$156			\$0		\$0	\$3,823	\$0	\$0	\$3,823
Review Bids		4		4						8	\$2,060	\$62	\$78			\$0		\$0	\$2,200	\$0	\$0	\$2,200
Phase 4 - Subtotal	0	5	10	22	9	0	0	16	0	62	\$13,170	\$395	\$604	\$0	\$0	\$0	\$250	\$25	\$14,169	\$0	\$275	\$14,444
Design and Bid Support Total	8	72	178	207	163	64	76	142	40	950	\$197,265	\$5,918	\$9,253	\$5,000	\$13,205	\$1,821	\$550	\$55	\$212,436	\$20,026	\$605	\$233,066

TITLE: Award Progressive Design-Build Services Agreement to Woodard & Curran, Inc. for the Wastewater Treatment Plant SCADA Improvements Project (CIP 05-3206)

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, award of a progressive design-build agreement for the Wastewater Treatment Plant (WWTP) SCADA Improvements Project (CIP 05-3206) to Woodard & Curran, Inc., in an amount not to exceed \$407,308.

DISCUSSION:

The WWTP SCADA Improvements Project will replace programmable logic controllers (PLCs) nearing the end of their useful life cycles and modernize the monitoring and control software for the wastewater treatment plant. A PLC is a ruggedized industrial computer that receives inputs from process instrumentation and controls the operation of the WWTP equipment. This project will also match Supervisory Control and Data Acquisition (SCADA) equipment and software applications with the recently completed SCADA upgrade for the water system. This capital project is included in the District’s current Capital Improvement Program Two-Year Budget and Ten-Year Plan and was identified in the 2010 SCADA Master Plan.

The wastewater treatment facilities SCADA system monitors and controls the unit processes within the WWTP, Recycled Water Plant, and the LAVWMA (Livermore-Amador Valley Water Management Agency) pumping station. In total, the project is anticipated to replace up to 35 PLCs across each of these three facilities – 24 PLCs for the WWTP; 10 PLCs for the Recycled Water Plant; and 1 PLC for the LAVWMA pumping station. In addition to providing for a new PLC, the upgrades will include a new enclosure and/or back panel, wiring ducts, electrical power supply components, and wire termination blocks.

Due to the complex nature of the project and the need for sophisticated construction cutover plans to ensure the uninterrupted operation of the WWTP, staff will utilize a progressive design-build project delivery method. With progressive design-build contracting, an initial contract is established with the design-build entity for “pre-construction” phase services, which includes preliminary engineering, design engineering up to the 80% design-level, and construction sequencing plans. “Pre-construction” phase services also include the development of a guaranteed maximum price for “construction” phase services, which includes the completion of final design, construction, and construction management services.

Procurement of progressive design-build services requires a two-step process. In the first step of the two-step process, on September 17, 2020, staff solicited Statement of Qualifications (SOQs) from 14 design-build entities (DBEs). On October 20, 2020, four DBEs responded to this solicitation. The SOQs were evaluated based upon established criteria including company and project team qualifications, and the ability of the DBE to meet the project’s minimum requirements, including the possession of requisite licenses and registrations, satisfactory safety records, and the ability to comply with bonding and insurance requirements. Based upon these criteria, Telstar Instruments, Inc., Woodard & Curran, Inc., and Wunderlich-Malec were pre-qualified as potential DBEs for the project, and were subsequently invited to respond to the Request for Proposals. On November 9, 2020, staff solicited proposals from the three pre-qualified DBEs, the second step in the two-step procurement process. On January 12, 2021, all three firms submitted proposals. Proposals were evaluated based upon established criteria, including project understanding, project approach and proposed scope of work, project schedule, and level of effort. Based upon these criteria, Woodard & Curran, Inc.

Originating Department: Engineering Services	Contact: J. Ching	Legal Review: Yes
Financial Review: Not Required	Cost and Funding Source: \$407,308 from Regional Wastewater Replacement (Fund 310)	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	57 of 136	

(Woodard & Curran) was determined to have the best combination of qualifications, staff, and proposed approach to meet the District needs.

Woodard & Curran's proposed scope of work includes preliminary planning and engineering; alternatives analysis; design engineering, including the preparation of design drawings, technical specifications, and cost estimates; construction cutover sequencing plans, and the development of a Guaranteed Maximum Price (GMP) for construction phase services. Upon successful negotiation of the GMP and Board approval, the original agreement will be amended to include these services. The entire project, inclusive of planning, preliminary engineering, design, and construction, is expected to be completed in 18 months.

The total project cost is estimated to be \$4.0 million and is 100 percent funded by the Regional Wastewater Replacement (Fund 310). The portions of the project cost associated with the Recycled Water Plant and LAVWMA pumping station will be allocated to their respective joint powers agencies, DSRSD-EBMUD Recycled Water Authority (DERWA) or LAVWMA.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WOODARD & CURRAN, INC. FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR THE WWTP SCADA IMPROVEMENTS PROJECT (CIP 05-3206)

WHEREAS, the Board of Directors adopted the current Capital Improvement Program (CIP) Two-Year Budget for Fiscal Years Ending 2020 and 2021 (“CIP Budget”) on July 2, 2019, authorizing project and fund budgets to meet the District’s capital infrastructure needs; and

WHEREAS, the CIP Budget included the WWTP SCADA Improvements Project (CIP 05-3206) (Project) to obtain a modern, reliable, fully-integrated, secure, cost-effective SCADA system to enhance the operational reliability of the regional wastewater treatment plant; and

WHEREAS, the District desires to implement the Project through a progressive design-build approach to minimize disputes among stakeholders and participants by ensuring that a single entity bears the responsibility of design, programming, installation and construction, and to provide the best value for the District by ensuring that construction costs are estimated at a time when the design has been sufficiently developed to avoid the need for large built-in contingencies; and

WHEREAS, to achieve these goals, the District thereby sought to obtain the design-build services necessary for the Project by issuing a Request for Statement of Qualifications and Request for Proposals in accordance with the District Code and purchasing procedures; and

WHEREAS, on September 17, 2020, the District issued a request for statement of qualifications to 14 design-build entities to provide progressive design-build services for the Project; and

WHEREAS, on October 20, 2020, the District received statements of qualifications from CEI, Inc., Telstar Instruments, Inc. Woodard & Curran, Inc., and Wunderlich-Malec; and

WHEREAS, District staff evaluated the four statements of qualifications, and pre-qualified Telstar Instruments, Inc., Woodard & Curran, Inc., and Wunderlich-Malec to submit proposals for progressive design-build services for the Project; and

WHEREAS, on November 9, 2020, the District issued a request for proposals to Telstar Instruments, Inc., Woodard & Curran, Inc., and Wunderlich-Malec to provide progressive design-build services for the Project; and

WHEREAS, on January 11, 2021, the District received progressive design-build service proposals from Telstar Instruments, Inc., Woodard & Curran, Inc., and Wunderlich-Malec; and

Res. No. _____

WHEREAS, District staff has evaluated the three proposals, and, based on the company's qualifications, depth and breadth of design team members on similar projects, and proposed design approach, recommends the selection of Woodard & Curran, Inc. to provide progressive design-build services for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, that it is in the public interest to award a contract for progressive design-build services to Woodard & Curran, Inc., which submitted the proposal that was ranked highest under the Evaluation and Selection Criteria set forth in the Request for Proposals, based on the company's qualifications, depth and breadth of design team members on similar projects, and proposed design approach, and based on the best value to the District.

BE IT FURTHER RESOLVED that the certain agreement entitled "Progressive Design-Build Services Agreement for the WWTP SCADA Improvements (CIP 05-3206)" (attached hereto as Exhibit "A") by and between the Dublin San Ramon Services District, a California public agency; and Woodard & Curran, Inc., is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of March, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

**PROGRESSIVE DESIGN-BUILD SERVICES AGREEMENT
FOR THE
WWTP SCADA IMPROVEMENTS (CIP 05-3206)**

THIS AGREEMENT for progressive design-build services is between **Dublin San Ramon Services District**, a local public entity duly organized and existing under the California Community Services District Law (“District”) and **Woodard & Curran, Inc.** (“Design-Builder”). The Design-Builder’s address is **41 Hutchins Drive, Portland, Maine 04102**, telephone **(800) 426-4262**, and fax number **(207) 774-6635**. Design-Builder is a corporation, partnership, individual, having taxpayer’s identification or Social Security number **01-0363222**, California Contractors license class and number **1036854**, and Public Works Registration No. **1000046744**.

WHEREAS, District requires professional consulting, design, and construction services to implement the WWTP SCADA Improvements (CIP 05-3206); and

WHEREAS, Design-Builder has represented that its principals are experienced in performing, and uniquely qualified to perform, the professional consulting, design, and construction services in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, in reliance thereon, District desires to engage Design-Builder to perform such services; and

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: The Contract.

District and Design-Builder agree that Design-Builder shall perform progressive design-build services for the District on the terms and conditions herein set forth in connection with District’s project number **CIP 05-3206** for **WWTP SCADA Improvements**.

The following documents are attached hereto and are a part of this Contract:

- Appendix A – General Contract Provisions
- Appendix B.1 – Design-Builder’s Statement of Qualifications
- Appendix B.2 – Design-Builder’s Proposal
- Appendix C.1 – Design-Builder’s Rates and Charges

This Contract, including said appendices, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Contract may be modified only by a written amendment signed by each party.

Section 2: Time of Performance and Liquidated Damages

Unless otherwise stated in Appendix B.2, Design-Builder is authorized to commence performance of this Contract upon receipt of a Notice to Proceed from the District following its execution by the District. Design-Builder shall complete all services covered by this Contract as follows:

Pre-Construction Services: Design-Builder shall complete all Pre-Construction Services, including the submittal of a Guaranteed Maximum Price (“GMP”) proposal, no later than three hundred **(300)** calendar days after the Notice to Proceed for Phase 1 Services. If Design-Builder fails to complete the services within such time, Design-Builder shall pay District as liquidated damages \$500.00 per calendar day of default.

Substantial Completion of the Work. Substantial Completion of the Work shall be achieved no later than

(TBD at conclusion of Phase 1 services) calendar days after the Notice to Proceed for Phase 2 Services. If Design-Builder fails to substantially complete the Work within such time, Design-Builder shall pay District liquidated damages in the amounts set forth in the Contract Documents.

Section 3: Payment.

Design-Builder shall, at convenient intervals not more frequently than monthly, submit itemized statements of services performed at the rates and charges in Appendix C.1. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement, less any retention withheld as specified in Appendix A. The total amount payable by the District for Design-Builder's services pursuant to this Contract shall not exceed **\$407,308** without the prior written approval of the District.

Dated: _____

DUBLIN SAN RAMON SERVICES DISTRICT

DESIGN-BUILDER

By: _____

By: _____

Title: General Manager

Title: Client Manager

Attest: _____

Nicole Genzale
District Secretary

APPENDIX A

GENERAL CONTRACT PROVISIONS

GENERAL CONTRACT PROVISIONS

1.0 DEFINITIONS

The terms, words and phrases used in this Contract shall have the meanings shown in Exhibit A.

2.0 AUTHORITY AND STATUS OF DESIGN-BUILDER

In the performance of services hereunder, the Design-Builder shall be, and is, is an independent contractor, shall not be deemed to be an employee or agent of the District, and shall be competent, knowledgeable, and familiar with the type of work contemplated by this Contract. The Design-Builder shall furnish project management, design, construction administration and construction services and shall complete the Project in an expeditious and economical manner consistent with the interests of the District.

3.0 RELATIONSHIP OF PARTIES

The District and Design-Builder agree to proceed with the Project on the basis of trust, good faith, and fair dealing, to cooperate fully with each other and shall do all things reasonably necessary to perform this Contract in an economical and timely manner, including without limitation, due consideration of design modifications and alternative materials or equipment, if considered necessary or convenient by the District. The Design-Builder agrees to procure or furnish, as permitted by the laws of California, all preconstruction phase services and construction phase services as set forth herein. The District shall endeavor to promote harmony and cooperation among the District, Design-Builder, and other persons or entities employed by the District for the Project.

4.0 CONTRACT ADMINISTRATION

To accomplish the District's objectives, the District intends to employ a team concept in connection with design development, development of Contract Documents and the construction of the Project. The basic roles and general responsibilities of team members are set forth in general terms below.

4.1 Design-Builder

The Design-Builder shall in accordance with this Contract provide all necessary architectural, engineering, and programming services necessary to complete the design of the Project in accordance with the requirements set forth in the Project and, in coordination with the District's Representative, participate in the scheduling of such design work and of construction of the Project, including Components thereof, and construction of the Components of the Project under Component Change Orders and of the entire Project under a GMP Change Order. Nothing herein shall be deemed to impose upon the District any responsibilities to provide any services constituting the practice of architecture, engineering or any related design profession, or programming. Design-Builder assumes full, total, and complete responsibility for the design of the project in accordance with all applicable codes, laws, rules and regulations. Design-Builder shall adhere to the standards generally prevailing for the performance of Design Build services, and shall exercise the same degree of professional skill and judgment in the performance of all disciplines described above and actually utilized by the Design-Builder as would be provided by a Design-Builder in the performance of Design Build services in similar circumstances in California.

4.2 District's Representative

The District shall designate, in writing, one person as the "District's Representative" under this Contract. The District's Representative so designated in writing shall serve as the District's Representative under this Contract unless or until the District gives notice in writing of the appointment of his or her successor. All requests for consents and approvals required of the District in connection with the Project shall be submitted to District's Representative. Design-Builder may rely upon written consents and approvals signed by the District's Representative as the consent and approval of the District.

4.3 District's Construction Manager

The District may designate, in writing, an individual and/or firm as the "District's Construction Manager" under this Contract, who shall provide construction management services (e.g., inspections) on behalf of the District. The presence of a District's Construction Manager does not relieve the Design-Builder of any of its responsibilities for design, quality control, safety, or independent testing set forth in the Contract Documents. The District's Construction Manager has the authority to report any deviations from the contract documents directly to the Design-Builder's superintendent at the job site for immediate action, and also to report same to the District.

4.4 Separate Contractors

The District may select and retain one or more Separate Contractors to perform work with respect to the Project or Components thereof. The Design-Builder shall afford the District's Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall coordinate the Separate Contractors' schedules with those of the Design-Builder. The District's Separate Contractors shall adhere to the Design-Builder's work rules, work schedule, laydown areas, and safety requirements.

5.0 PRE-CONSTRUCTION PHASE SERVICES

Design-Builder shall perform pre-construction phase services in accordance with the terms and conditions of this Contract, as more fully set forth in this article and in Appendix B.1 – Design-Builder's Statement of Qualifications and Appendix B.2 – Design-Builder's Proposal.

5.1 Preliminary Design, Design Phase Contract Documents and Probable Construction Costs.

Design Professional, through the Design-Builder, shall submit to the District, construction documents and Statements of Probable Construction Cost at various design phases for review and approval by the District. The Design Professional acknowledges and agrees that the District's approval or acceptance of the Design Professional's deliverables, relative thereto, is limited to the function of determining whether there has been compliance with the Project's intent and that the District does not undertake to inquire into the adequacy, fitness, or correctness of Professional Services.

5.1.1 Specifications. The Construction Specifications developed for use in the construction phase shall be in the full Construction Specifications Institute (CSI) Three Part Format as established in the CSI Manual of Practice covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements. The Construction Specifications must provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents.

5.1.2 Drawings. Drawings shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, civil, structure, mechanical systems and electrical systems and other related work.

5.2 Consultation with District

Design-Builder shall advise the District with respect to the design and in constructability of the Project, including but not limited to, construction costs; coordination and division of work; selection of materials based on availability, lead times and costs; construction feasibility; time requirements for installation and construction; other factors related to costs (including costs of alternative designs or materials, preliminary budgets and possible economies); and scheduling of design and construction services; and shall perform and provide life-cycle costs and value engineering analyses and other studies for such purposes. Other consultation services may include, but are not limited, to:

5.2.1 Market Conditions. The Design-Builder shall consult with the District and provide advice as to current and anticipated construction market conditions and related scheduling factors.

5.2.2 Names of Vendors. The Design-Builder shall provide the District's Representative a list of vendors whose

services may be required in the purchasing of materials and/or services for the construction of the Project.

- 5.2.3 Tests and Studies. The Design-Builder shall notify the District's Representative of any tests, analyses, studies, or reports that may be required or convenient for the design and/or construction of the Project.
- 5.2.4 Easements and/or Permitting. If the Design-Builder knows or learns of the need to obtain easements, or other legal authorizations regarding site utilization, the Design-Builder shall promptly notify the District where such authorizations appear essential to the timely execution of the District's program.
- 5.2.5 Constructability and Value Engineering. Design-Builder shall review the preliminary design documents for the purpose of constructability, sequencing, and recommending alternative solutions whenever such matters can beneficially affect cost, construction feasibility or schedules. Design-Builder assumes full responsibility for design and for performing and providing life-cycle costs and value engineering analyses and other studies for such purposes.
- 5.2.6 Execution of Work. Design-Builder shall determine and discuss with the District the proposed plan to execute the Work, taking into consideration such factors as time of performance, the availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, and the reduction of areas of conflict and overlapping in the Work to be performed by the Design-Builder, Subcontractors, Separate Contractors, and/or District's forces.
- 5.2.7 Impacts on Budget. The Design-Builder acknowledges that the District has appropriated a fixed amount of money for the complete implementation of the Project, and that this amount comprises a not-to-exceed Total Project Budget. The Design-Builder also acknowledges that the District's Representative will manage the Total Project Budget. The Design-Builder agrees to notify the District's Representative of any change requests that may have an impact on the budget as soon as the Design-Builder becomes aware of the need for such a change request.

5.3 Guaranteed Maximum Price Proposal

After acceptance by the District of the documents encompassing and setting forth the Design Development as described in Appendix A, the Design-Builder shall submit to the District a Guaranteed Maximum Price (GMP) proposal for Construction Phase Services. Construction Phase services shall include the completion of the final design of the Project, including the preparation of final "Issued for Construction" Contract Documents, construction of the Work, engineering services during construction and project management services in support of the Work.

- 5.3.1 Definition. The Design-Builder shall propose a Guaranteed Maximum Price (GMP) and shall include in its GMP proposal all services, equipment, labor, and materials required to complete the final design and to construct the project. The Guaranteed Maximum Price shall be inclusive of (i) the Design-Builder's Estimated Cost to finalize the design and develop the final "Issued for Construction" Contract Documents, (ii) the Design-Builder's Estimated Cost of the Work, (iii) a Construction Contingency, (iv) the Design-Builder's Fee, (v) the Design-Builder's Estimated Overhead Costs and Expenses, and (vi) the Design-Builder's Estimated Cost for Construction Management Services, all to be set forth in the proposed GMP Change Order as follows:

(a) *Final Design Services Fee*. The proposed GMP shall include, as a separate identified line items, fees for all Final Design Services, including all work necessary to finalize the design and prepare the final "Issued for Construction" Contract Documents.

(b) *Estimated Cost of Work*. The proposed GMP shall include separately identified dollar amounts, stated as fixed sums and/or unit costs, for the complete construction of the Project, which amount shall include all labor, materials, tools, equipment, transportation, and all incidentals, necessary to complete the Work, including all Trade Contract and Subcontract Sums, and Allowances. The Estimated Cost of the Work shall be organized by trade categories and/or division of labor, allowances, contingency, and other items, along with

the fee, that compose the Guaranteed Maximum Price.

(c) *Construction Contingency*. The proposed GMP shall include, as a separate identified item, a Construction Contingency sum against which Design-Builder can draw, upon approval by the District and/or District's Construction Manager, for unanticipated costs that it incurs, and that were not and could not have reasonably been accounted for in the basis of its *Estimated Cost of Work*.

(d) *Design-Builder's Fee*. The proposed GMP shall include, as a separate identified item, the total Fee for Design-Builder's performance of the Work. The Fee shall be stated as a lump sum amount or percentage of the *Estimated Cost of Work*.

(e) *Design-Builder's Overhead Costs and Expenses*. The proposed GMP shall include, as a separate identified item, a lump sum maximum amount for all Design-Builder's Overhead Costs and Expenses for performance of the Work and a daily rate for Time Dependent Overhead Costs that shall be used in adjusting the maximum amount for Design-Builder's Overhead Costs and Expenses in the event the Contract Time is extended for one of the specified reasons for which such time is compensable.

(f) *Construction Management Services Fee*. The proposed GMP shall include, as a separate identified line items, fees for project management services during construction, including but not limited to, observation, evaluations and documentation of the Work, conducting weekly construction progress meetings, management of construction management documentation (i.e., submittal review, response to requests for information, preparation of supplemental drawings, etc.), field inspection and testing, preparation of as-built and record drawings, and project closeout.

5.3.2 GMP Supporting Documentation. At a minimum, the GMP Proposal shall also include the following supporting documentation:

(a) *Allowance Schedule*. Design-Builder shall include, as part of its GMP, any and all allowance items and allowance values included in its Estimated Cost of Work. The allowance value shall include all labor, materials, tools, equipment, transportation and incidentals necessary to complete the allowance item. All other costs, including profit (i.e., Design-Builder's Fee), and overhead costs and expenses (i.e., Design-Builder's Overhead Costs and Expenses), are deemed to have been already included in the original GMP, and therefore none of these costs are eligible for additional adjustments or markups.

(b) *Design-Builder's Statement*. Design-Builder shall include, as part of documentation to support its GMP proposal, a narrative identifying the following items, as pertinent:

- A list of the drawings and specifications, including all addenda and other supporting documentation, which were used in preparation of the Guaranteed Maximum Price Proposal.
- All cost estimates, noting whether they cover "furnish and delivery", or "furnish, delivery, and installation", along with backup information including quotations and/or invoices. The Design-Builder's Fee shall not be reduced because the Actual Cost of the estimated item is less than the estimate and shall not be increased because the Actual Cost of the estimated item is greater than the estimate.
- A listing of any trade, Work categories, or other items that are not included in the Guaranteed Maximum Price.
- A Project Schedule setting forth the dates assumed by Design-Builder for the Design Professional's completion of the final "Issued for Construction" Contract Documents, issuance of the Notice to Proceed by the District, Interim Construction Milestones, Completion of the Work, and Completion of Project Closeout (i.e., record drawings, O&M manuals, etc.).
- A Shop Drawing Approval Schedule setting forth the schedule assumed by Design-Builder for the District's and/or the District's Construction Manager's response to Shop Drawings submitted by Design-Builder.
- A list of any clarifications and all assumptions made by Design-Builder in the preparation of the

Guaranteed Maximum Price proposal to supplement the information contained in the drawings and specifications.

Nothing in this Article is intended to limit the District's authority to reject a GMP Proposal or to demand revisions or additional information as a condition to accepting a GMP Proposal.

- 5.3.3 GMP Proposal Review Meeting. Following Design-Builder's submission of the proposed GMP Proposal and prior to its acceptance, the District shall meet with the Design-Builder to review the GMP Proposal and the statement of its basis. The District shall promptly notify the Design-Builder of any errors or omissions they discover in the presented information during their review of same. Design-Builder shall be entitled to make any necessary adjustments to the GMP Proposal as a result of any errors discovered by the Design-Builder or the District prior to its acceptance by the District. If appropriate, Design-Builder, shall make revisions and/or adjustments to the GMP Proposal in accordance with the preceding two sentences and resubmit to the District for consideration. The District owes no duty whatsoever to Design-Builder to examine the proposed GMP Proposal to discover such errors, and no error discovered after acceptance by the District of the GMP Proposal shall constitute a basis for a change therein or a modification to this Contract.
- 5.3.4 Acceptance/Rejection of GMP Proposal. The District's acceptance of the Design-Builder's GMP Proposal shall be memorialized by a written GMP Change Order duly executed by the District and Design-Builder. Contingent on the District's Board of Director's approval, the GMP Change Order shall become a part of the Contract. Thereafter, the Work performed thereunder shall be performed and administered in accordance with the Contract Documents. Construction Phase Services shall commence when the District has issued the Design-Builder a Notice to Proceed.

If the District rejects the Design-Builder's GMP proposal, Design-Builder may, but shall not be obligated to, revise and resubmit same. In the event no GMP proposal can be agreed upon, Design-Builder shall continue its performance required under this Contract until such time that a GMP Change Order is approved, or either party elects to terminate the Contract as specified in Article 30.0.

6.0 CONSTRUCTION PHASE SERVICES

Construction phase services shall consist of the completion of the final design of the Project; development of final "Issued for Construction" Contract Documents; procurement of materials and equipment for the Project; construction services; startup, testing and commissioning, as required by those Contract Documents; project closeout, including preparation of as-built drawings, O&M manuals, and construction management documentation; and administration services necessary in administering the Contract Documents, including testing, commissioning and quality control. The actual scope of work of Construction Phase Services will be defined during the Pre-Construction Phase, as described in Article 5.0, PRE-CONSTRUCTION PHASE SERVICES. If the District accepts Design-Builder's GMP Proposal, the GMP Proposal will incorporated into this Contract by written change order.

Contract forms included in Exhibit B shall be incorporated by the Design-Builder into the final "Issued for Construction" Contract Documents. The Design-Builder hereby confirms that it has reviewed the Contract Forms in Exhibit B and acknowledges it can comply with all the requirements set forth therein.

The final "Issued for Construction" Contract Documents shall bear the signature and seals of the Design Professional(s). Final "Issued for Construction" Contract Documents shall be submitted to the District in accordance with the following schedule:

- Drawings: One (1) hard copy in full-size (22" x 34") format, single-sided and bound; one (1) hard copy in half-size (11" x 17") format, single-sided and bound; electronic copies of all plan sheets, including external reference files (i.e., xrefs) in AutoCAD format; electronic copy in full-size (22" x 34") PDF format; and electronic copy in half-size (11" x 17") PDF format. AutoCAD files shall be in AutoCAD 2010 or higher, and formatted with the following properties: drawing units shall be "Decimal" with a precision of "0.00"; angles shall be in "Decimal

Degrees” with a precision of “0”; objects and entities shall be segregated by layer and unique color; and assigned global coordinate system shall be US, California, NAD 83 California State Planes, Zone III, U.S. foot. All PDF files shall be in Adobe Acrobat 2015 or higher and formatted with searchable text.

- Specifications: One (1) hard copy in letter-size (8.5” x 11”) format, double-sided and bound; electronic copy in MS Word format; and electronic copy in letter-size (8.5” x 11”) PDF format. All PDF files shall be in Adobe Acrobat 2015 or higher and formatted with searchable text.

The Design Professional, on behalf of the Design-Builder, is fully responsible for any work designed by its engineers the same as if said work were designed, approved, certified, or accepted by him.

7.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The District and the Design-Builder recognize that time is of the essence of and that the District will suffer financial loss if the Project is not completed within the time specified in Section 2 (Time of Performance and Liquidated Damages) of the Contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of the Design-Builder’s failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Section 2 (Time of Performance and Liquidated Damages) of the Contract. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Design-Builder will forfeit and pay to the District liquidated damages in the amount set forth in Section 2 (Time of Performance and Liquidated Damages) of the Contract, per day for each and every calendar day that expires after the time for completion, except as otherwise provided by extension of time duly approved by the District pursuant to the Contract. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in Section 2 (Time of Performance and Liquidated Damages) of the Contract is reasonable under the circumstances existing at the time this Contract was made, and that the District may therefore deduct liquidated damages sums in accordance with Section 2 (Time of Performance and Liquidated Damages) of the Contract from any payments due or that may become due the Design-Builder.

Design-Builder has represented to the District, in order to be awarded this contract, that the Design-Builder is experienced in managing progressive design-build contracts in a timely manner and that the Design-Builder has included in its proposal sufficient sums to carefully and competently manage this project for completion within the stipulated Contract Time.

8.0 RESPONSIBILITIES AND STANDARD OF CARE OF DESIGN PROFESSIONAL SERVICES

In performing services hereunder, Design-Builder, through its Design Professional, shall adhere to the standards generally prevailing for the performance of professional technical and consulting services similar to those to be performed by the Design-Builder and, through its Design Professional hereunder, shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to the District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of an engineer registered in the State of California.

Any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Design Professional’s negligent errors and omissions or willful misconduct shall be borne solely by the Design-Builder. The District is relying upon the respective qualifications of the Design Builder and the Design Professional concerning the services furnished hereunder and, therefore, the fact that the District has accepted or approved the work of the Design-Builder and/or of the Design Professional shall in no way relieve the Design-Builder of these responsibilities.

9.0 RESPONSIBILITY FOR PROJECT SAFETY

Design-Builder shall be solely and completely responsible for conditions of the location(s) where work is to be performed under this Contract, including safety of all persons and property during the performance of all Pre-Construction and Construction Phase Services. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, and any regulations that may be detailed in other parts of the Contract. In the event of conflicting requirements, the most stringent requirement as it pertains to the Design-Builder's safety responsibility, shall be followed by the Design-Builder.

No provision of the Contract shall act to make the District, Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Authority (DERWA), Livermore-Amador Valley Water Management Agency (LAVWMA), the District's Construction Manager, or any other party than the Design-Builder responsible for safety with respect to the work to be performed under this Contract and the location(s) where such work is to be performed. The Design-Builder agrees that for purposes of California Labor Code Section 6400 and related provisions of law the Design-Builder, the Design-Builder's privities and any other entities acting pursuant to this contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this Contract and that neither the District nor the District's Construction Manager, DERWA, LAVWMA, or their respective officers, officials, partners, employees, agents or volunteers or other authorized representatives will be responsible for having hazards corrected and /or removed at the location(s) where the work is to be performed. The Design-Builder agrees that neither the District nor the District's Construction Manager, or their respective officers, officials, partners, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Design-Builder's employees from such hazards, or for instructing the Design-Builder's employees to recognize such hazards or to avoid the associated dangers. The Design-Builder agrees that with respect to the work to be performed under this Contract and the location(s) where such work is to be performed, the Design-Builder will be responsible for not creating hazards, and for having hazards corrected and/or removed.

10.0 RESPONSIBILITY FOR THE WORK

Until completion and acceptance of the Work, the Design-Builder shall have the full charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof from any other cause, whether or not arising from the non-execution of the Work. The Design-Builder shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the District.

11.0 PERMITS AND LICENSES

Unless otherwise provided, the Design-Builder shall obtain at its own expense all permits and licenses or property used in connection with the Project, including all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500, and shall pay all taxes properly assessed against his/her equipment or property used in connection with the work. The Design-Builder shall possess a current and valid State of California Contractors license and a current and valid Public Works registration, and shall not employ any subcontractors that are not properly licensed and registered in accordance with State law, or change any subcontractors listed in Appendix B.1 – Design-Builder's Statement of Qualifications, Appendix B.2 – Design-Builder's Proposal, and/or Section 00430 DESIGNATION OF SUBCONTRACTORS of the Contract Documents without the consent of the District using the procedures set forth in Public Contract Code 4100 et. seq.

12.0 WASTE DISPOSAL

The Design-Builder shall properly transport and dispose of all waste, including hazardous wastes, generated by the performance of any work in connection with the Project. Copies of hazardous waste manifests, if applicable, and all other proper disposal documentation must be maintained by the Design-Builder and submitted to District on demand.

13.0 SALES AND USE TAXES

The Design-Builder shall pay all sales and use taxes assessed by Federal, State, or local authorities on parts and materials furnished by the Design-Builder in the performance of the Work.

14.0 COORDINATION WITH DISTRICT

The Design-Builder is responsible for ensuring the coordination of the Project design with the District for review and approval. The Design-Builder and its key project team members shall actively participate in regularly scheduled Coordination Meetings with the District for the purpose of collaborating and coordinating the Project design, developing the GMP Proposal, and/or the construction of the Work.

The objective of the coordination is to assure that Project meets the District's goals in all respects, including but not limited to the following areas:

- Coordination between Design-Builder, District's forces, District's Construction Manager and/or Separate Contractors;
- Discussion of design alternatives and determining design criteria that will govern the final design;
- Coordination of long-lead time materials and/or equipment;
- Review of preliminary design documents, including constructability reviews by Design-Builder;
- Review of permits and/or easements required for the construction of the Project;
- Discussion of GMP cost proposal;
- Cost monitoring and forecasting;
- Environmental review and documentation, if applicable; and
- Status of project schedule and current work performed by Design-Builder.

15.0 COOPERATION WITH OTHERS

This Article shall serve as notice to the Design-Builder that the District may let other contracts for other work at or near the Project Site. The Design-Builder shall afford such other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Contract, the Design-Builder shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or contractors. Any difference or conflicts, which may arise between the Design-Builder and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the District and/or the District's Construction Manager.

16.0 QUALITY OF MATERIALS AND WORKMANSHIP

Materials and equipment for the installation and/or construction of the Work shall meet or exceed accepted industry standards in quality and purchased from a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in a professional workmanlike manner obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified. All materials and workmanship of whatever description shall be subject to the inspection of, and rejection by, the District or the District's Construction Manager, if not in conformance with the Contract Documents.

17.0 QUALITY AND DISCIPLINE OF EMPLOYEES

The Design-Builder shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

18.0 INSURANCE

Design-Builder shall procure and maintain for the duration of this Contract, insurance against claims for injuries, including death, to persons and against damages to property which may arise from or in connection with the performance of work hereunder and the results of that work by the Design-Builder, its agents, representatives, employees, subcontractors or subconsultants.

The Design-Builder is responsible for confirming that the proper insurance is provided in accordance with this Article for all subconsultants and/or subcontractors. Before any subconsultant and/or subcontractor commences work, **Design-Builder shall require and verify that all subconsultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Design-Builder shall ensure that the District, DERWA, LAVWMA, its officers, officials, employees, and volunteers are an additional insured on insurance required from subconsultants and/or subcontractors.** Subconsultants and/or subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage to the Design-Builder. The Design-Builder shall make such documents available to the District and/or the District's Construction Manager for review promptly upon such request. The insurance liability limits specified in Section 18.1, Minimum Scope and Limits of Insurance, shall apply for all subconsultants and/or subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

18.1 Minimum Scope and Limits of Insurance:

- A. *Commercial General Liability (CGL):* Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. *Automobile Liability:* Insurance Services Office Form CA 0001 covering Code 1 (any auto) with limit no less than \$5,000,000 per accident for bodily injury and property damage.
- C. *Workers' Compensation Insurance* as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. *Builder's Risk* (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- E. *Professional Liability*, with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- F. *Contractors Pollution Liability* (including Asbestos Coverage) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Design-Builder maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design-Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The General Liability, Automobile Liability, and Contractors Pollution Liability insurance policies are to contain, or to be endorsed to contain, the following provisions:

- A. *Additional Insured Status:* The District, DERWA, LAVWMA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design-Builder. General liability coverage can be provided in the form of an endorsement to the Design-Builder's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later revisions used).
- B. *Primary Coverage:* For any claims related to this project, the Design-Builder's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the District, DERWA, LAVWMA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Design-Builder's insurance and shall not contribute with it.
- C. *Notice of Cancellation:* Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the District.
- D. *Waiver of Subrogation:* Design-Builder hereby agrees to waive rights of subrogation which any insurer of Design-Builder may require from Design-Builder by virtue of the payment of any loss. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Design-Builder, its employees, agents and subcontractors.
- E. *Deductibles and Self-Insured Retentions:* Any deductibles or self-insured retentions must be declared to and approved by the District. Design-Builder has declared that it has no self-insured retention. The District hereby approves Design-Builder's declared \$350,000 deductible for its Workers' Compensation Insurance policy based on its letter dated February 11, 2021 (Appendix B.2), which has been accepted by the District as proof of ability to pay for such losses. The District may require the Design-Builder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- F. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the District.
- G. *Verification of Coverage:* Design-Builder shall furnish the District with original Certificates of Insurance including all required and amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- H. *Special Risks or Circumstances:* The District reserves the right to require modifications to these requirements, including limits, provided that they are proportionate to changes in the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19.0 HOLD HARMLESS AND INDEMNIFICATION

Design-Builder shall hold harmless, indemnify and defend the District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, "Indemnities") from and against all claims for liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnities, to the extent caused in whole or in part by the negligence, intentional tortious acts or omissions, or willful misconduct of Design-Builder, its officers, employees or agents, in the performance of any services or work pursuant to this Contract issued hereunder. Design-Builder's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Design-Builder to indemnify Indemnities against any responsibility or liability in contravention of California Civil Code Section 2782 or, with respect to design professional services, to bear the cost of defense in excess of the design professional's proportionate percentage of fault in contravention of California Civil Code Section 2782.8.

- A. In the event Design-Builder provides a defense pursuant to this Article and such action or other claim is resolved by a final judicial determination, which includes a finding that there was no negligence on the part of Design-Builder, its officers, employees or agents, the District shall refund to Design-Builder all defense costs, judgments and/or amounts paid by Design-Builder on behalf of Indemnities. The preceding sentence shall apply to defense costs paid by Design-Builder to defend allegations that Design-Builder's design professional was negligent in its performance of design professional services where a final judicial determination includes a finding that there was no professional negligence on the part of Design-Builder's design professional.
- B. In the event Design-Builder provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Design-Builder's design professional, its officers, employees or agents and any Indemnities(s), then the District shall be responsible to pay that portion of the judgment attributed to Indemnities(s), and shall refund to Design-Builder a pro rata share of any defense costs expended on behalf of Indemnities, which pro rata share shall be comprised of the defense costs that exceed the proportionate percentage of fault of the Design-Builder's design professional. To the extent that the defense costs described in the preceding sentence were paid by Design-Builder to defend allegations that Design-Builder's design professional was negligent in its performance of design professional services, the District shall be responsible to refund to Design the portion of such defense costs that exceed the proportionate percentage of fault of the Design-Builder's design professional as set forth in the final judicial determination.
- C. In the event Design-Builder provides a defense pursuant to this Article and such action or other claim is finally resolved by any other means than those stated in Paragraphs 1A and B of this Article 19.0, or in the event Design-Builder fails to provide a defense to Indemnities, Design-Builder and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Design-Builder and/or Indemnities. In the event Design-Builder and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

In addition to and without limitation on the foregoing, the Design-Builder shall defend, indemnify, and save harmless the District, its officers, agents and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process used by Design-Builder, its design professional, or any subconsultants and/or subcontractors in the performance of the work.

20.0 LIMITATION OF LIABILITY

Neither party shall be responsible or held liable to the other party for any special, incidental, indirect, or consequential damages arising out of or resulting from any cause or causes related to this Contract, provided that this sentence shall not be applied to such damages incurred by a third party for which the Design-Builder would be required to indemnify District. The total aggregate liability of the Design-Builder to the District under this Contract for any and all claims, losses, costs, or damages arising out of or resulting from the Project or the Contract from any cause or causes shall not exceed the greater of: (1) the total insurance proceeds paid on behalf of or to Design-Builder by Design-Builder's insurers in settlement or satisfaction of District's Claims under the terms and conditions of Design-Builder's insurance policies applicable thereto as set forth in Article 18.0, or (2) Five Million Dollars (\$5,000,000).

21.0 BONDS

Upon execution of a Guaranteed Maximum Price Contract for Construction Phase Services, Design-Builder shall furnish, on forms provided by the District, a Payment Bond and a Bond of Faithful Performance, each of which shall be in an amount equal to one hundred percent (100%) of the total sum of the Estimated Cost of Work, Construction Contingency, Design-Builder's Fee, and Design-Builder's Overhead Costs expenses as those terms are defined in Section 5.3.1 above. The Bond of Faithful Performance is to secure the faithful performance of the Work, and shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the District on account of such defects, discovered within one (1) year after final acceptance by the District, for the work performed under the Contract, which shall remain in effect for a period of one (1) year, to guarantee the repair and replacement, and payments for damages. The Payment Bond is to secure the payment of those to whom the Design-Builder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the Design-Builder in performing the Work. Said bonds shall be secured from a surety company satisfactory to the District or shall comply with the minimum requirements specified in sections 995.610 through 995.660 of the California Code of Civil Procedure.

22.0 PREVAILING WAGES

If any personnel of Design-Builder or any subcontractor of any tier performs work under this Contract for which prevailing wages are required to be paid as determined by the Director of the Department of Industrial Relations, Design-Builder or such subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 and following).

23.0 LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The Work under this Contract is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations. The Design-Builder and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupants of all laborers, workers and mechanics employed by it in connection with the execution of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers. Design-Builder must provide certified payroll records to the District or the District's Representative on a weekly basis. Each payroll record shall be on forms provided by the Division of Labor Standards Enforcement or may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are certified or verified as described below.

The District will request detailed information from the Design-Builder and each subcontractor reflecting the required Department of Industrial Relations Classification, Craft, Base/Straight Rate, OT Rate, and Benefit Breakdown and other pertinent information to be determined by the District, in addition to the breakdown of the same information to be paid by the Design-Builder and each subcontractor. The Design-Builder shall be responsible for the submittal of payroll records of all its subcontractors. The payroll records shall be certified or verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 of the Labor Code for any work performed by its employees on the public works project.

Payroll records shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

In addition to the submissions described above, if the Labor Commissioner directs the Design-Builder or subcontractors performing work under the Contract to furnish records directly to it, the Design-Builder and subcontractor(s) shall furnish the records specified in Labor Code Section 1776 each month directly to the Labor Commissioner, in the format prescribed by the Labor Commissioner. The Design-Builder is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

24.0 RETENTION

As specified in Public Contract Code Sections 9203 and 22167, the District will deduct and retain five percent (5%) from each progress payment for the Work, if any, and will retain such amounts in accordance therewith as part security for the satisfactory and timely completion of the Work until release thereof is required under Public Contract Code Section 7107. The District shall not withhold retention from payments to the Design-Builder for actual costs incurred and billed for design services and/or construction management services.

In addition to the amount which the District may otherwise retain under this Contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due the Design-Builder, as in its judgment may be necessary to cover just claims against the Design-Builder or any subcontractor for labor or materials furnished for the performance of this Contract, for damage to the District or a third party, and for any costs or penalties imposed because of the failure of the Design-Builder or any subcontractor to comply with environmental, labor, employee safety, or any other regulatory requirements. When the above reasons for withholding are resolved, payment may be made to the Design-Builder for amounts withheld less any expenses incurred by the District in connection with the claim.

- (a) Pursuant to Public Contract Code Section 22300, for moneys earned by the Design-Builder and withheld by the District to ensure the performance of this Contract or otherwise as provided above, the Design-Builder may, at its option, choose to substitute securities, meeting the requirements of said Section 22300. In the event the Design-Builder wishes to choose this option, the Design-Builder shall enter into an escrow agreement with the District and the escrow agent, a qualified bank to be acceptable to the District, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Design-Builder. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.
- (b) Design-Builder shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under this Contract. If, upon written notice from the District, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of moneys to be withheld

by the District to ensure performance, Design-Builder shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the District, or in escrow, is equivalent to the amount of money to be withheld by the District under this Contract.

If Design-Builder wishes to exercise this option, it shall, at the request of any subcontractor performing more than five percent (5%) of the Design-Builder's total bid/proposal price, make this same option available to the subcontractor regarding any moneys withheld in retention by the Design-Builder, and if the Design-Builder elects to receive interest on any moneys withheld in retention by the District, then the subcontractor shall receive the identical rate of interest on any retention moneys withheld from the subcontractor by the Design-Builder. In addition, if Design-Builder wishes to exercise its option to substitute securities, it shall give notice in writing to the District, and shall thereafter execute an escrow agreement.

25.0 AUDIT AND EXAMINATION OF RECORDS

The District may examine and audit at its own cost and expense all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Work related data of the Design-Builder, subconsultants and/or subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to estimating, proposing, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Work related data. The Design-Builder will make available all such Work related data at all reasonable times for examination, audit, or reproduction at the Design-Builder's business office at or near the Work site, and at any other location where such Work related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, this Contract will be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

26.0 SUBCONTRACTORS AND SUBCONSULTANTS

Nothing contained in this Contract shall create any contractual relation between any subcontractor or subconsultant and the District, nor any contractual relation between any subconsultant or subcontractor and the District. The persons engaged in the work, including employees of subcontractors, subconsultants, and suppliers, will be considered employees of the Design-Builder. The Design-Builder will be responsible for their work and their work shall be subject to the provisions of this Contract. The Design-Builder is fully responsible to the District for the acts and omissions of its subcontractors, subconsultants and of persons either directly or indirectly employed by them, just as the Design-Builder is fully responsible for the acts and omissions of persons directly employed by the Design-Builder.

27.0 CORRECTION OF DEFECTIVE WORK AND WARRANTY

The Design-Builder hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, or any unsatisfactory or imperfect work, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which may be discovered before the final acceptance of the work or within one (1) year thereafter. The Design-Builder further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Design-Builder also agrees to indemnify, defend, and hold the District harmless from liability of any kind arising from damage due to said defects.

28.0 DISTRICT'S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Design-Builder shall be declared in default or shall fail or neglect to carry out the Work in accordance with the Contract, or fail to otherwise fully comply with its obligations under this Contract, both the Design-Builder and the Surety agree that the District may, after giving the Design-Builder and Surety thirty (30)

calendar days written notice, without prejudice to any other remedy and without invalidating the payment bond or the performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Design-Builder or at the District's option, the District may terminate this Contract and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design-Builder and finish the Work by whatever method the District shall deem expedient.

29.0 ADDITIONS, DELETIONS AND CHANGES TO CONTRACT

The District reserves the right to add, delete, or change the scope of work under this Contract and may do so upon giving written notice to the Design-Builder. Any agreed upon adjustment to the prices shall be incorporated in a written Change Order issued by the District, which shall be written so as to indicate an acceptance on the part of the Design-Builder as evidenced by its signature. By signature of the Change Order, the Design-Builder acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of this Contract for the changes encompassed by the Change Order.

30.0 TERMINATION

Either party may terminate this Contract without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, the District shall compensate Design-Builder for services rendered to the date of termination. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of the District to terminate this Contract for cause, or otherwise to exercise such legal or equitable rights, and to seek such remedies as may accrue to the District, or to authorize Design-Builder to terminate this Contract for cause.

31.0 GOVERNING LAWS AND REGULATIONS

This Contract shall be governed by, and construed in accordance with, the laws of the State of California.

The Design-Builder shall observe and exercise due professional care in compliance with all Federal, State, and local laws, ordinances, codes, orders, regulations, criteria and standards which in any manner affect those engaged or employed on the work, materials used in the work, or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, regulation, criteria or standard, the Design-Builder shall promptly report the same in writing to the District. The Design-Builder shall indemnify, hold harmless and defend the District, its officers, agents and employees, against all claims or liability arising from violation of any such law, ordinance, code, order, regulation, criteria or standard whether by the Design-Builder, the Design-Builder's employees, or the Design-Builder's affiliates.

The Design-Builder offers and agrees to assign to the District all rights, title and interest in, and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 (of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the parties.

32.0 PUBLIC RECORDS ACT

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of the District's business, including information submitted by the Design-Builder ("Records"), shall become the exclusive property of the District and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will use its best efforts to inform the Design-Builder

of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by the Design-Builder to the District.

Design-Builder, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action brought or instituted by Design-Builder opposing disclosure of Records and shall indemnify and hold the District, DERWA, and LAVWMA harmless from all costs and expenses including attorney's fees and costs of litigation in connection with any such action.

The District will have no liability to Design-Builder or Design-Builder's privity concerning disclosure of records in accordance with the California Public Records Act or other applicable law or in accordance with the direction of any competent authority, and Design-Builder, on behalf of itself, and its privities waives, releases and fully discharges such liability.

33.0 NON-DISCLOSURE OF PROPRIETARY INFORMATION

Design-Builder shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Design-Builder by the District in furtherance of this Contract to be the District's proprietary information, unless said information is available from public sources other than the District. Design-Builder shall not publish or disclose the District's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of District or in response to legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that the District shall determine and advise Design-Builder which documents, if any, are required to be disclosed under said Act.

34.0 TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS

All documents, work products, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except proprietary computer software purchased or developed by Design-Builder and/or Design Professional) obtained or prepared by Design-Builder pursuant to the terms of this Contract, shall become the property of the District. District and Design-Builder shall, from time to time pursuant to Contract, specify which materials Design-Builder shall deliver to the District ("Deliverables"). Deliverables are intended to, and may, be relied upon by the District, or others designated by the District, where appropriate, for those purposes for which the District requested their preparation, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Design-Builder will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to the District ("Non-Deliverables") shall be retained by Design-Builder, but Design-Builder shall provide the District access to such Non-Deliverables at all reasonable times upon the District's request. The District may make and retain copies of all Non-Deliverables, at the District's expense, for information and reference. Unless otherwise specified in writing by Design-Builder, any use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk.

35.0 SUCCESSORS AND ASSIGNS

Design-Builder shall not assign, sell, sublet, mortgage, hypothecate or otherwise transfer all or any portion of this Contract or any personal interest or obligations in this Contract issued hereunder in any manner, or any property, real or personal, used hereunder, without the express prior written consent of the District. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this Article shall prevent Design-Builder, upon the District's written consent, from employing such independent consultants, associates, and subcontractors as may

be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than the District and Design-Builder. No assignments by Design-Builder shall be effective until the assignee shall, in writing, agree to assume and fully perform all of the terms and provisions of this Contract, and the District has consented in a duly executed writing to the assignment and assumption.

36.0 WAIVER OR ACQUIESCENCE

No action or failure to act by the District or anyone else acting for the District shall constitute a waiver of any right or duty afforded under this Contract nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. A waiver by either the District or Design-Builder of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly executed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

37.0 COVENANT AGAINST CONTINGENCY FEES

Design-Builder hereby warrants that Design-Builder has not employed or retained any company or person, other than a *bona fide* employee working for Design-Builder, to solicit or secure this Contract, and Design-Builder has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Contract. For breach or violation of this warranty, the District shall have the right to annul this Contract without liability or at the District's discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

38.0 ECONOMIC DISCLOSURE

Upon the District's determination that the services provided through this Contract involve making, or participation in making decisions which may foreseeably have a material effect on a financial interest, Design-Builder and/or any of its employees identified by the District shall prepare and timely file an Economic Disclosure Statement(s) consistent with the District's local conflict of interest code and the Political Reform Act and its implementing regulations.

39.0 SURVIVABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

40.0 DISPUTE RESOLUTION

The parties agree to first submit any dispute arising out of or in connection with this Contract to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination of mediation and thereafter proceed with whatever remedies it may choose in law or in equity.

41.0 NOTICES

Any notice, election, demand, request, consent, approval, or other communication required or permitted to be given under this Contract shall be in writing signed by an officer or duly authorized representative of the party making same and shall be delivered personally or shall be sent by certified or statutory mail, postage prepaid, return receipt requested, and shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery, and shall be addressed as shown in the Contract. The persons and addresses to

which notices should be given may be changed by notice given in accordance with this Article.

All notices to be given hereunder shall be written, and, unless and until changed in accordance with the preceding sentence, shall be personally delivered to the respective address set forth below, or, if sent by certified or registered mail, postage prepaid, shall be addressed as follows:

To District: General Manager
 c/o Jason Ching
 Dublin San Ramon Services District
 7051 Dublin Boulevard
 Dublin, CA 94568

To Design-Builder: Kyle Tracy
 Woodard & Curran, Inc.
 41 Hutchins Drive
 Portland, ME 04102

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EXHIBIT A

DEFINITIONS

Where used in the Contract, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance, Final Acceptance. Formal action of the District in determining that the Design-Builder's work has been completed in accordance with the Contract and in notifying the Design-Builder in writing of the acceptability of the Project.

Addenda. Supplemental written specifications or drawings issued prior to the Design-Builder submitting its Guaranteed Maximum Price Proposal which modify or interpret the Contract Documents by addition, deletion, clarification, or corrections.

Agreement. See Definition of "Contract".

Affiliate. With respect to Design-Builder, any firm, partnership, corporation or other legal entity that is owned by, under common ownership or control with, or having a common principal or shareholder with the Design-Builder, whether such relationship is direct or indirect. In addition, unless the consequences of such relationship for the purposes of this Contract are expressly waived in writing by the District after full disclosure by the Design-Builder, the term "Affiliate" also includes any entity currently affiliated with Design-Builder as a partner or joint venturer with respect to any commercial venture, whether or not such venture includes the Project.

Asbestos. Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Change Order. A document issued on or after the Effective Date of the Contract, signed by the Design-Builder and the District, which may authorize a change or changes, including but not limited to changes to the Scope of Work, Total Compensation, Contract Time, and/or the Contract Documents.

Claim. A separate demand by a Design-Builder for one or more of the following: (1) A time extension, including without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (2) Payment by the District of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (3) Payment of an amount that is disputed by the District.

Completion. The word completion shall indicate substantial completion. See Substantial Completion.

Contract. The written document covering the performance of the work and that is the evidence of the Contract between the District and the Design-Builder. The words "Contract" shall mean any or all of the following items, as determined by the District to be applicable:

- Request for Statement of Qualifications (RFSQ)
- Request for Proposals (RFP)
- Design-Builder's Statement of Qualifications in Response to the Project RFSQ
- Design-Builder's Proposal in Response to the Project RFP
- Contract Documents
- Designation of Subcontractors
- Performance Bond
- Payment Bond

Insurance Endorsements
General Conditions
Supplementary General Conditions
General Requirements
Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Field Orders
Notice to Proceed
Permits

Each of these items is to be considered by reference as part of the Contract, also referred to as “Agreement”.

Contract Documents. The architectural and engineering documents setting forth the complete design for the Project prepared by the Design Professional. Contract Documents include, but are not limited to, the Specifications, the Drawings, the Supplementary General Requirements, the General Requirements, and all Addenda.

Construction Contingency. The amount included in the Guaranteed Maximum Price for the exclusive use of the Design-Builder for work that is reimbursable and does not constitute a change in the work. The Construction Contingency may be used by the Design-Builder only to cover increased or added costs resulting from circumstances that were not predictable or foreseeable at the time that the Guaranteed Maximum Price was submitted and accepted by the District. Construction Progress Schedule. A schedule indicating proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, preparation, submittal, and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and proposed date(s) of Material Completion and Occupancy and Final Completion. The schedule will be developed so as to separately describe or depict activities representing the sixteen CSI Specification Divisions. It shall have a minimum number of activities as required to adequately represent to the District the complete scope of work and define the Project’s critical path and associated activities. If the Project is to be phased, then each individual Phase should be identified from start through completion of the overall Project and should be individually scheduled and described, including any District’s occupancy requirements and showing portions of the Project having occupancy priority. The format of the schedule will have dependencies indicated on a monthly grid identifying milestone dates such as construction start, phase construction, structural top out, dry-in, rough-in completion, metal stud and drywall completion, equipment installation, systems operational, Material Completion and Occupancy Date, final inspection dates, Punchlist, and Final Completion date.

Constructor. The Design-Builder shall, in accordance with this Contract, include as a part of its business organization or employ a skilled and competent Constructor to construct the Project. The term “Constructor” is inclusive of the Design-Builder or other firm (i.e., subcontractors at any tier, or joint-venture partner) that will provide construction services and have responsible charge of construction of the Project.

Contract Time. Number of calendar days stated in the Contract for the completion of any work required under this Contract.

Construction Phase Services. The services required to be provided by the Design-Builder to complete the final design and construction of the Project. The specific scope of work and fees be shall defined in the Design-Builder’s GMP Proposal. Also referred to as “Phase 2 Services”.

Cost of the Work. The sum of all allowable costs necessarily incurred and paid by Design-Builder in the proper performance of the Work.

Day. The terms “day,” “days,” “month,” or “months” shall mean calendar day, calendar days, calendar month, and

calendar months, respectively, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. See the contrasting definition of "Work Day."

Defective Work. Work that, for any reason, is not in compliance with the Contract Documents.

DERWA. Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Authority. The term DERWA shall have the same meaning as "Owner."

Design-Builder. The individual, partnership, corporation, or combination thereof including joint venturers that has entered into this Contract and for whom the Project is to be completed. The term covers the entity's subcontractors, sub-tier subcontractors, consultants, sub-tier subconsultants, equipment and material suppliers, and their employees.

Design Development. Design Development consist of review of existing data and/or report, field investigations, alternatives analyses, technical memorandums and/or studies, basis of design documents, preliminary plans, elevations, and other drawings, technical specifications, and general conditions. These documents will fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of structure, grade elevations, mechanical and electrical systems, and such other work as may be required. The deliverable products of Design Development are the preliminary design and cost estimates.

Design Professional. The Design-Builder shall, in accordance with this Contract, include as a part of its business organization or employ a design professional(s) duly registered as such in California to provide all design services for the Project. All work submitted by the Design Professional(s) is subject to peer review by the District. The terms "Design Professional" include engineers, surveyors, designers and the other consultants retained by the Design-Builder and/or Design Professional, each of whom shall be so registered or shall work under the direct supervision of a Design Professional who is duly registered and has assumed responsible charge of the design professional effort.

District. Dublin San Ramon Services District, the governing body of which is termed the Board, and identified as such in this Contract with whom Design-Builder has entered into the Contract and for whom the Project is to be completed. The term "District" shall have the same meaning as the term "Owner".

District Front End Specifications. That part of the Specifications consisting of the District's standard Division 0 (Bidding and Contract Requirements) and Division 1 (Contract Requirements) specifications, as applied to the Work. The Design-Builder shall include the District Front End Specifications in the final "Issued for Construction" Contract Documents.

District's Construction Manager. The person designated, in writing, by the District to act as its representative at the project site and to perform construction inspection services and administrative functions relating to this Contract.

District's Representative. The person designated in writing by the District to act as its agent on specified matters relating to this Contract.

Drawings. That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the plan sheets. Shop Drawings and other Design-Builder submittals are not Drawings as so defined. Also referred to as "Plans".

Effective Date of the Contract. The date indicated on the Contract or as otherwise specified herein.

Final Completion. The full and final completion of all Work in accordance with the Contract Documents, including completion and acceptance of all punch list corrections, as duly certified in writing by the District.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Guaranteed Maximum Price or GMP. The maximum incremental additional amount that the District is obligated to

pay Design-Builder for the final design and/or construction of the Project under the GMP Change Order, inclusive of all remaining design and construction management costs, direct construction costs, indirect construction costs (i.e. overhead cost and expenses), construction contingency, allowance, and profit.

Guaranteed Maximum Price (GMP) Change Order. The change order setting the Guaranteed Maximum Price for the completion of the final design and construction of the Project.

Herein. Refers to information presented in the Contract.

Holidays. Legal holidays shall include the following holidays designated by the District: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

LAVWMA. Livermore-Amador Valley Water Management Agency (LAVWMA). The term LAVWMA shall have the same meaning as "Owner."

Milestone. A principal event specified in the Contract relating to an intermediate completion date or time.

Notice to Proceed. Notice to Proceed shall mean the written notice issued by the District to Design-Builder authorizing it to proceed with the work and establishing the date of commencement of the Time for Completion. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.

Overall Project Schedule. The combined Preliminary Design and Construction Schedule and the Construction Progress Schedule that is approved by the District.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Plans. See definition of "Drawings".

Pre-Construction Phase Services. The services required to be provided by the Design-Builder to complete preliminary design of the Project, and to prepare and submit a Guaranteed Maximum Price proposal for consideration by the District. The specific scope of work and fees shall be defined in the Design-Builder's proposal, included as Appendix B.2 and Appendix C.1 of this Contract. Also referred to as "Phase 1 Services".

Project. The total and complete undertaking for the design and construction of all public works facilities, equipment, and/or infrastructure, under this Contract.

Project Manager. The Design-Builder shall, in accordance with this Contract, include as a part of its business organization or employ a skilled and competent Project Manager to coordinate and manage the Project in strict accordance with the Contract Documents and to serve as the initial representative of the Design-Builder.

Project Site. Lands or areas indicated in the Contract Documents as being furnished by the District upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the District that are designated for the use of the Design-Builder. Also referred to as "Job Site", "Premises" or "Site".

Proposal. Offer of the Design-Builder submitted on the prescribed form setting forth the scope of work and prices of the work to be performed.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of Work, incomplete administrative requirements and items of Work which are

not in conformance with the Contract Documents, which Punch List is prepared by the District and/or the District's Construction Manager and issued to the Design-Builder as an attachment to the Certificate of Substantial Completion.

Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged. The Design-Builder shall furnish for approval all samples required by the Contract Documents. The Work shall be in accordance with approved samples.

Separate Contractor. Any person or entity other than Design-Builder that enters into an agreement with the District to perform the construction of all or any portion of the construction on a project.

Shall. Refers to actions required to be performed by the Design-Builder or the District, respectively.

Shown. Refers to information presented on the Drawings.

Specifications. That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, certain administrative requirements and procedural matters applicable thereto, and the District Front End Specifications. The term "Specifications" shall also include all written matter in the Project Manual or on the drawings and any Addenda or Change Orders thereto.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Contract.

State of California Specifications. The State of California Department of Transportation Standard Specifications in effect at the date of the GMP Change Order. Also referred to as State Standard Specifications and Caltrans Standard Specifications.

Subconsultant. A subconsultant is a person or entity who either has a direct contract with the Design-Builder or is a subtier subconsultant who has a direct or indirect contract with a subconsultant or subtier subconsultant to perform any of the work associated with the Project. The term subconsultant means a subconsultant or subconsultant's authorized representative. The term subconsultant, does not include any separate contractor or any separate contractor's subconsultants.

Subcontractor. A subcontractor is a person or entity who either has a direct or indirect contract with the Design-Builder or a subtier subcontractor who has a direct or indirect contract with a subcontractor or subtier subcontractor to perform any of the Work associated with the Project. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. Shop Drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae, etc., that are specifically prepared, distributed, or assembled by or for Design-Builder or by its Subconsultants, Subcontractors, manufacturers, or Suppliers and submitted by Design-Builder to illustrate some portion of the Work or for use in installing the Work. The Contract Documents shall specify when shop drawings or submittals require the seal of a specialty consultant.

Substantial Completion. Sufficient completion of the Work or the portion thereof to permit a utilization of the Work for all of its intended purposes by the District. Determination of substantial completion is solely at the discretion of the District. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the Work entitle the Design-Builder to acceptance under the Contract.

Substantial Completion Date. Date when the District puts into service, the Work, or that portion of the Work that has been determined to be substantially complete.

Supplier. Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including

that fabricated to a special design, and may also be a Subcontractor.

Surety. The person, firm, corporation, or organization that joins with the Design-Builder in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract by issuing the Bonds required by the Contract or by law.

Time for Completion. See definition of "Contract Time."

Trade Contractor. A Subcontractor who installs materials and/or equipment according to the plans and specifications of this Project. The Trade Subcontractor may also furnish materials and/or equipment but the term Trade Contractor does not include an individual or firm who merely furnishes materials.

Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including without limitation those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Warranty Period. Period where the Design-Builder is responsible for repairs to equipment or the Work at no cost to the District after Substantial Completion. Length of period shall be established in the Section 01740, WARRANTIES AND BONDS in the Contract Documents.

Will. See definition of "Shall".

Work. All labor, materials, and services necessary to produce the construction of the Project in accordance with the Contract Documents, including the entire construction or the various separately identifiable parts thereof. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all equipment, fixtures, and supplies into such construction, all as required by the Contract Documents. The term "Work" also means the labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

Work Day. Any day except Saturday, Sunday, and legal District holidays. Also referred to as "Business Day".

EXHIBIT B

CONTRACT DOCUMENT FORMS

FORMS INCLUDED:

- Attachment D.1 Iran Contracting Act Certification (Executed)
- Attachment D.2 Certification of Drug-Free Workplace Requirements (Executed)
- Attachment D.3 Certification of Design-Builder's Qualifications (Executed)
- Attachment D.4 Non-Collusion Affidavit (Executed)
- Attachment D.5 Affidavit of Safety Compliance (Executed)
- Attachment D.6 Designation of Subcontractors (Executed)

APPENDIX B.1

DESIGN-BUILDER'S STATEMENT OF QUALIFICATIONS

Available on file at the District Office.

APPENDIX B.2

DESIGN-BUILDER'S PROPOSAL

Available on file at the District Office.

APPENDIX C.1

DESIGN-BUILDER'S RATES AND FEES



TITLE: Approve Amendment to the Capital Improvement Program Two-Year Budget and Ten-Year Plan to Increase the Potable Water Pump Station Standby Generators/Emergency Response Project (CIP 16-W012) Budget, Award Construction Agreement to Bockmon & Woody Electric Co., Inc., and Authorize a Construction Change Order Contingency

RECOMMENDATION:

Staff recommends the Board of Directors approve, by two separate Resolutions, the following actions:

- 1) Approve an amendment to the Capital Improvement Program Two-Year Budget and Ten-Year Plan to increase the Potable Water Pump Station Standby Generators/Emergency Response Project (CIP 16-W012) budget by \$380,000 from \$3,040,000 to \$3,420,000.
- 2) Award a construction agreement to Bockmon & Woody Electric Co., Inc., the lowest responsive, responsible bidder, in the amount of \$1,705,700, which includes two (2) bid alternates, Alternate A and Alternate B, (Attachment 1), and authorize a 15% construction change order contingency not to exceed \$256,000.

SUMMARY:

In order to improve the District’s emergency power capabilities during prolonged electrical power outages, the Potable Water Pump Station Standby Generators/Response Project will install two new permanent standby generators at the water pump stations, provide improved electrical connections at six pump station sites, and provide battery backups for data systems at eight water reservoirs. The lowest responsive, responsible bidder for this construction is Bockmon & Woody Electric Co. Inc., who will complete the work for \$1,705,700 plus contingencies not exceeding \$256,000. The work will be completed by January 2022.

DISCUSSION:

The Potable Water Pump Station Standby Generators/Emergency Response Project (Project) was created to evaluate, design, and construct backup power at critical water distribution system facilities to avoid power outages caused by storms, extreme heat, seismic events, or issues with the power grid (including PG&E Public Safety Power Shutoff events).

In 2019, the District hired TJC and Associates (TJCAA) to evaluate backup power needs and technologies for District potable water sites, including pump stations, reservoirs, and the District’s recycled water distribution system. TJCAA’s Preliminary Design Report identified seven (7) pump station sites as critical facilities for the District’s potable water distribution system. The report recommended some critical pump station sites be served by mobile generator power, and two sites, Pump Station 4B and Pump Station 200A, be equipped with new permanent standby diesel generators. As part of this project, the District recently purchased five (5) Cummins mobile diesel generators in two sizes (150kW and 275kw) to match up with the critical pump station power demands identified by TJCAA, as well as other less critical water distribution system sites.

In addition to the mobile generators, the Project includes providing two (2) permanent standby diesel generators, upgrading the electrical connections at six (6) pump stations, providing and installing battery backup systems at eight (8) reservoirs, and installing electrical receptacles at the Regional Wastewater Treatment Facility. Additional project detail is provided below.

Two permanent standby diesel generators will be installed at Pump Stations 4B and 200A. Pump Station 4B, located in West Dublin near Brigadoon Way and Valley Christian Center and Schools, is required by the Alameda County Fire

Originating Department: Engineering Services	Contact: S. O'Reilly	Legal Review: Not required
Financial Review: Not Required	Cost and Funding Source: \$1,705,700 for Construction and \$380,000 for Project Budget Increase, from Water Replacement (Fund 610)	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolutions (2) <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Bid Results	

Department to have standby power for fire protection of the District's Potable Water Zone 4 (i.e., Schaeffer Ranch). The existing semi-permanent portable generator will be replaced with a new 130kW standby diesel generator for this project. Pump Station 200A, located in Camp Parks off Dougherty Road, has four (4) existing 100HP pumps and requires 300kW of backup power to operate at full capacity. The District elected not to purchase a larger portable diesel generator just to accommodate Pump Station 200A. Larger mobile generators require additional towing capacity and affect the District's response to emergency power demands. The District instead will install a new 300kW standby diesel generator at Pump Station 200A for this project.

Both Pump Station 4B and Pump Station 200A will have their existing manual and automatic transfer switches (MTS/ATS) replaced with a new ATS designed to meet PG&E requirements to automatically and safely switch the pump stations from PG&E grid power to generator power should there be a power outage or failure.

The Project will install new receptacles at six (6) critical pump station sites (the seventh critical site will be completed in conjunction with another project). The pump stations currently have receptacles for mobile generators; however, the District has transitioned to a new color-coded Cam-Lok standard for generator and facility receptacles and cables. With the new Cam-Lok standard, the operator or technician need only match the correct colored cable with the colored receptacles on the generators and the facility to "hook" the generator up for service. This is an improvement over the current generator connections, which use a single large unwieldy cable and require a District electrician to be present. Cam-Lok's simplify the mobile generator setup and will save the District time when responding to a power outage or failure.

Additionally, the District will upgrade existing uninterruptable power supply (UPS) battery backup systems at eight (8) potable and recycled water reservoirs (Reservoirs 1A, 1B, 3A, 4A, 10A, 10B, R20A, 300B) to provide data for pump station operation. These newer models will offer 24 hours of power supply.

Finally, the District will install new 120V receptacles at the parking location of the District's mobile diesel generator fleet near the Regional Wastewater Treatment Facility's Fleet Maintenance Building. These new receptacles will power the mobile diesel generator starter batteries and ensure the generators are ready to deploy when required.

The bid period for the Project began on Monday, January 11, 2021, and six (6) bids ranging from \$1,705,700 to \$2,451,292 were received on Thursday, February 11, 2021. The engineer's opinion of probable costs estimate for the base bid was \$2,166,143. The low bid was received from Bockmon & Woody Electric Co., Inc and contained no irregularities. Attachment 1 provides a summary of the bid results.

Staff recommends the Board award the construction contract for the Potable Water Pump Station Standby Generators / Emergency Response Project to Bockmon & Woody Electric Co., Inc. and authorize a 15% construction change order contingency not to exceed \$256,000. The change order contingency is higher than typical because the Project involves rehabilitation work across numerous sites.

The Project is 100% funded by Water Replacement (Fund 610). Staff requests a budget increase of \$380,000 from the existing project budget of \$3,040,000 to \$3,420,000 to complete the Project. The increase will cover the construction change order contingency, electrical engineering inspection costs, generator permitting costs, and staff time.

A Notice of Exemption for the Project per California Environmental Quality Act ("CEQA") Guidelines 15301 (b)(f) was filed on September 18, 2020. The contract time for the Project is 275 calendar days and is estimated to be completed by January 2022.



**Results of Bid Opening for
Potable Water Pump Station Standby Generators/Emergency Response (CIP 16-W012)
Thursday, February 11, 2021 @ 2 p.m.**

Engineer's Estimate: \$ 2,050,000

No.	Name of Bidder	Base Bid Amount	Alternate A	Alternate B	Total Bid Amount
1	Bockmon & Woody Electric Co., Inc, Stockton, CA	\$ 1,580,700.00	\$ 60,000.00	\$ 65,000.00	\$ 1,705,700.00
2	Blocka Construction Inc., Pleasanton, CA	\$ 1,588,000.00	\$ 72,000.00	\$ 79,000.00	\$ 1,739,000.00
3	Con J. Franke Electric, Inc., Stockton, CA	\$ 1,927,000.00	\$ 110,000.00	\$ 150,000.00	\$ 2,187,000.00
4	Saboo Inc., Brentwood, CA	\$ 1,950,000.00	\$ 145,000.00	\$ 175,000.00	\$ 2,270,000.00
5	D.W. Nicholson Corporation, Hayward, CA	\$ 2,291,500.00	\$ 60,900.00	\$ 67,900.00	\$ 2,420,300.00
6	Fort Bragg Electric, Inc., Fort Bragg, CA	\$ 2,171,894.00	\$ 104,956.00	\$ 174,442.00	\$ 2,451,292.00

Contractor/Subcontractor	Contractor License No.	PWC Registration No.	Location	Trade	Amount of Work to be Performed
Bockmon & Woody Electric Co., Inc.					
Peterson Power	507000	1000005682	San Leandro, CA	Generator	\$ 300,000
Power Systems	306378	100000898	Livermore, CA	Testing	\$ 17,000
Telestar Instruments	422364	100000899	Concord, CA	SCADA & Instrumentation	\$ 260,000
John Wait Masonary	383335	1000000947	Lodi, CA	Masonary	\$ 6,999
Blocka Construction Inc.					
Azul Works	780074	1000003862	San Francisco, CA	Civil and Concrete	\$ 201,000
Wunderlich-Malec Systems, Inc.	804642	1000024972	Pleasanton, CA	Programming	\$ 71,940
Con J. Franke Electric, Inc.					
No subs listed					\$ -
Saboo Inc.					
Con J. Franke Electric, Inc.	288366		Stockton, CA	Electrical	\$ 1,400,000
John D. Wait Masonry	383335	1000000947	Lodi, CA	Masonry	\$ 13,499
D.W. Nicholson Corporation					
FMK Construction, Inc.	750680	1000031001	San Leandro, CA	Concrete	\$ 89,000
Ransome Company	22726	1000009385	San Leandro, CA	Paving	\$ 7,500
Mission City Rebar, Inc.	273978	1000002302	Livermore, CA	Rebar	\$ 15,441
Fine Line Sawing & Drilling	697710	1000006774	Newark, CA	Saw Cutting	\$ 16,000
John D. Wait Masonry	383335	1000000947	Lodi, CA	Masonry	\$ 13,499
Fort Bragg Electric, Inc.					
24/7 Concrete Inc.	943313	1000019442	San Jose, CA	Concrete & Masonary	\$ 59,170

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AN AMENDMENT TO INCREASE THE POTABLE WATER PUMP STATION STANDBY GENERATORS/EMERGENCY RESPONSE PROJECT (CIP 16-W012) BUDGET FOR FISCAL YEARS ENDING 2020 AND 2021

WHEREAS, the Board of Directors adopted the current Capital Improvement Program (“CIP”) Two-Year Budget for Fiscal Years Ending 2020 and 2021 (“CIP Budget”) on July 2, 2019, authorizing project and fund budgets to meet the District’s capital infrastructure needs; and

WHEREAS, the CIP Budget included the Potable Water Pump Station Standby Generators/ Emergency Response Project (CIP 16-W012) (“Project”) which includes the procurement of materials and associated improvements for critical potable water pump stations and reservoirs; and

WHEREAS, the CIP Budget included the Project with a budget of \$3,040,000; and

WHEREAS, staff recommends adjusting the CIP Budget by increasing the Project budget by \$380,000, from \$3,040,000 to \$3,420,000; and

WHEREAS, the Project is 100% funded by the Water Replacement Fund (Fund 610) which contains sufficient funds to cover this project budget increase.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

The Potable Water Pump Station Standby Generators/Emergency Response Project (CIP 16-W012) budget increase by \$380,000 from \$3,040,000 to \$ 3,420,000 is hereby approved and incorporated into the CIP Two-Year Budget for Fiscal Years Ending 2020 and 2021 in accordance with the project description sheet (Exhibit “A”).

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of March, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD CIP 10-Year Plan for FYEs 2020 through 2029

CATEGORY: WATER SYSTEM

Water Replacement (Fund 610)

CIP No. 16-W012 Potable Water Pump Station Standby Generators/Emergency Response

Funding Allocation: 100% 610

Project Manager: Sean O'Reilly

Status: Continuing Project

Project Summary:

The 2016 Water Master Plan evaluated the overall potable water system to meet recommended planning and design criteria. Pumping criteria is met under normal operating conditions. However in the event of power outages, pumping criteria will not be met, eventually leading to a loss of fire protection. A power outage can be caused by several factors - storms, extreme heat, seismic event, localized issues with the power grid, etc. At this time, there is only one pump station in the water distribution system with a permanent standby generator. The Master Plan recommended adding permanent standby generators at PS 2C, 3A, 20B, 200A, and 300B. This project will confirm those locations and evaluate if they should be permanent or mobile generators. It will also evaluate the potential for permanent and/or mobile generators at all pumping stations. The permanent standby generators will allow our water system operators to move water up to each of the distribution zones, increasing system reliability.

CEQA: Categorical Exemption [CEQA Guideline 15301 (b)(f)].

Reference: 2016 Water System Master Plan

Fund Allocation Basis: Project is required to maintain existing water fund assets.

10-Year Cash Flow and Estimated Project Cost:

Prior	FYE 20	FYE 21	FYE 22	FYE 23	FYE 24	FYE 25	FYE 26	FYE 27	FYE 28	FYE 29	Future
0	168,730	490,370	2,760,900	0	0	0	0	0	0	0	0

Total Estimated Project Cost **\$3,420,000**

Current Adopted Budget \$3,040,000

Increase/(Decrease) \$380,000

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH BOCKMON & WOODY ELECTRIC CO., INC. FOR CONSTRUCTION OF THE POTABLE WATER PUMP STATION STANDBY GENERATORS/EMERGENCY RESPONSE PROJECT (CIP 16-W012)

WHEREAS, the Board of Directors adopted the current Capital Improvement Program (CIP) Two-Year Budget for Fiscal Years Ending 2020 and 2021 (“CIP Budget”) on July 2, 2019, authorizing project and fund budgets to meet the District’s capital infrastructure need; and

WHEREAS, the CIP Budget included the Potable Water Pump Station Standby Generators/Emergency Response Project (CIP 16-W012) (“Project”) which includes the procurement of materials and associated improvements for critical potable water pump stations and reservoirs; and

WHEREAS, a Notice of Exemption for the Project per California Environmental Quality Act (“CEQA”) Guidelines 15301 (b)(f) was filed on September 18, 2020; and

WHEREAS, on January 11, 2021, the District Secretary advertised for bids for the Potable Water Pump Station Standby Generators/Emergency Response Project in accordance with the District’s Purchasing policy, resulting in six (6) bids received for the performance of work for the Project; and

WHEREAS, Bockmon & Woody Electric Co., Inc. is the lowest responsive, responsible bidder, and it is the intention and desire of this Board to accept said total bid of One Million Seven Hundred and Five Thousand Seven Hundred Dollars (\$1,705,700); and

WHEREAS, staff recommends a 15 percent construction change order contingency because the Project involves rehabilitation work across numerous sites.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The bid of Bockmon & Woody Electric Co., Inc. in the amount of \$1,705,700 is hereby selected for said work.
2. That certain agreement titled “Agreement for the Construction of Potable Water Pump Station Standby Generators/Emergency Response Project” (CIP 16-W012) (Exhibit “A”), by and between Dublin San Ramon Services District, a California public agency, and Bockmon & Woody Electric Co., Inc. is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto respectfully, said agreement for and on behalf of the Dublin San Ramon Services District.

Res. No. _____

3. The District Secretary is hereby authorized and directed to return to all unsuccessful bidders, and to the successful bidder upon execution by it of the aforementioned agreement, all securities guaranteeing execution of the Agreement upon award.

4. A 15 percent construction change order contingency in an amount not to exceed \$256,000 for the Potable Water Pump Station Standby Generators/ Emergency Response Project (CIP 16-W012) is authorized.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of March, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

**POTABLE WATER PUMP STATION
STANDBY GENERATORS/EMERGENCY RESPONSE (CIP 16-W012)**

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20____, between the Dublin San Ramon Services District ("District"), Dublin, California, and _____ ("Contractor").

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **POTABLE WATER PUMP STATION STANDBY GENERATORS/EMERGENCY RESPONSE (CIP 16-W012)** in strict conformity with the Contract Documents (collectively defined in Section 01090-2.0), prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of _____ (\$_____) computed in accordance with Contractor's accepted proposal dated _____, 20____, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes Bid Alternate (A or B) which has been accepted by the District and is hereby incorporated in the Contract Documents. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all

crafts, classifications or types, including, but not limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours

at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

- (g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the

apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability Limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the

Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Bid Proposal of said Contractor, then this Agreement shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY & INSURANCE**.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the Work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided in other provisions of the Contract Documents, Contractor hereby expressly guarantees for one (1) full year from the date of the Substantial Completion of the Work under this Agreement and acceptance thereof by the District, to repair or replace any part of the Work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the Work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before Substantial Completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the Work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **BOND OF FAITHFUL PERFORMANCE**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate surety shall be authorized to

conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of Bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate Surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. Contractor covenants that Contractor is licensed in accordance with the provisions of the Contractors' License Law of California as provided in Section 00010, **NOTICE INVITING BIDS**.

13. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

14. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager nor any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the

Construction Safety Orders.

15. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

16. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

17. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a Bid to the District, the Contractor offers and agrees that if the Bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the Bid. Such assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor.

18. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

19. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

CONTRACTOR

By: _____

Title: _____

Dublin San Ramon Services District

By: _____

Daniel McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

***** END OF SECTION *****



TITLE: Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists

RECOMMENDATION:

Staff recommends the Board of Directors receive a verbal update on the COVID-19 emergency and approve, by Motion, a continuation of the State of Emergency response to the COVID-19 pandemic, as declared by the General Manager and confirmed and ratified by Resolution No. 26-20, and find that there exists a need for continuing the District's COVID-19 emergency which the Board last confirmed on February 16, 2021.

SUMMARY:

On March 25, 2020, the Board of Directors approved Resolution No. 26-20, which confirmed the District's State of Emergency in response to the COVID-19 pandemic and directed the General Manager to provide regular progress reports to the Board until the State of Emergency is terminated. There have been no significant changes to the District's COVID-19 response since the Board was last updated. The District continues to operate under COVID-19 emergency restrictions and comply with all state and local public health orders. To assure proper staffing and support of critical operational functions, staff is requesting the Board find that there still exists a need to continue the State of Emergency.

BACKGROUND:

The first Bay Area Shelter-in-Place (SIP) orders to meet the challenges of the COVID-19 pandemic were issued on March 16, 2020, which Governor Newsom extended to the entire State on March 19, 2020. The SIP order provided an exception for the operations and maintenance of "Essential Infrastructure," which includes, but is not limited to, water, wastewater, and recycled water service.

On March 16, 2020, the General Manager, as the District's Emergency Manager per the Emergency Response Plan policy (P300-16-2), declared a District State of Emergency to allow for essential operations to continue, and to ensure operational flexibility in meeting the challenges of COVID-19, while providing vital water and sewer services that are needed to protect public health and the environment. District emergency plans were aggressively implemented.

On March 25, 2020, the Board of Directors approved Resolution No. 26-20, which confirmed the continuation of the District State of Emergency, and directed the General Manager to report on progress at least at every regularly scheduled meeting until the State of Emergency is terminated.

Since the first SIP order was issued on March 16, 2020, the State of California, Alameda County Health Officer, and California Division of Occupational Safety and Health (Cal/OSHA) have implemented and modified a number of COVID-19 restrictions that affect DSRSD's safety practices and operations.

DISCUSSION:

As of February 22, 2021, both Alameda County and Contra Costa County remain in the Purple Tier (Tier 1) under the State's four-tier, color coded framework for reopening the economy. There is a continual decline in COVID-19 cases per recovery from the winter surge, and Alameda County anticipates being moved to a less restrictive tier shortly. Significant changes to the District's COVID-19 response plans are unlikely to occur until Alameda County reaches the Yellow Tier (Tier 4) and the Alameda County SIP order restrictions for office settings are relaxed.

Staff continues to monitor the rollout of vaccinations. Limited vaccine supply continues to be the biggest barrier to vaccinating more residents. Both Alameda County and Contra Costa County are currently vaccinating individuals in Phase

Originating Department: Office of the General Manager	Contact: J. Lee	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input checked="" type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		107 of 136

1A and Phase 1B: Tier 1, which include health care workers, emergency workers, law enforcement, educators, agricultural workers, and people age 65 and over. When vaccinations in Phase 1B:Tier 1 are complete, the State will be shifting to an age-based priority system. Mega Point-of-Dispensing (PODS) for distributing vaccinations have also been launched at the Alameda County Fairgrounds and Oakland Coliseum. The District is encouraging its employees to stay in touch with their health care provider and register on <https://myturn.ca.gov/> to be notified when it is their turn to receive a vaccine.

The COVID-19 emergency continues in the District's service area. To assure proper staffing and support of critical operational functions, staff is requesting the Board find that there still exists a need to continue the State of Emergency reflected by Resolution No. 26-20.



TITLE: Public Hearing: Consider Adoption of Initial Study/Negative Declaration for the Pump Station 3A MCC Improvements Project (CIP 18-W004)

RECOMMENDATION:

Staff recommends the Board of Directors take the following actions:

1. Hold a Public Hearing to consider comments received during the public review period on the Initial Study/Negative Declaration for the Pump Station 3A MCC Improvements Project (CIP 18-W004).
2. Adopt, by Resolution, the Initial Study/Negative Declaration for the Pump Station 3A MCC Improvements Project (CIP 18-W004), provided any comments received during the public hearing are not substantial.

DISCUSSION:

The potable water Pump Station 3A (PS 3A) is located in the City of Dublin, near Creekside Drive and Rolling Hills Drive, in the northwest portion of Alameda County. The existing motor control center (MCC) at PS 3A is in a small underground vault along with the station programmable logic controller. The motor control center is over 30 years old and replacement parts are no longer readily available. The District has noted that the vault in which these critical pieces of electrical equipment are located is difficult to access due to its small size and the underground location has experienced flooding in the past. The PS 3A MCC Improvements Project (Project) will replace the aging motor control center at PS 3A and relocate it above ground to meet the current National Electric Code and protect the safety of maintenance staff and critical pieces of electrical equipment from potential flooding inside the vault.

The Project design includes installation of a new approximately 72-inch-tall motor control center on an aboveground equipment pad behind the existing vegetation, modification and relocation of the existing pump station programmable logic controller, and installation of a portable generator connection panel on the above-grade equipment pad. The new aboveground portable generator connection will be used to provide backup power in the event of a power outage such as Pacific Gas and Electric system outage. The remaining pump station equipment will remain inside the vault.

In conformance with the California Environmental Quality Act (CEQA), an Initial Study and Negative Declaration has been prepared for the Project. The Negative Declaration states that there will be no significant environmental effects resulting from the Project. A Notice of Intent to adopt the Negative Declaration was published in the newspaper and on the District’s website on February 9, 2021 for a 20-day review period expiring on March 2, 2021. A notice was also mailed to the adjacent property owners on November 19, 2020.

A Public Hearing to consider comments received during the public review period will be held tonight. Provided the comments are not substantial and can be incorporated into the Negative Declaration, staff recommends the Board consider adoption of the Negative Declaration by resolution.

Upon adoption of the Negative Declaration, staff will file a Notice of Determination with Alameda County, in accordance with CEQA, and commence advertising and bidding the Project for construction. The Project has a relatively short construction period and is estimated to be completed in three months.

Originating Department: Engineering Services	Contact: S. Mann	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		109 of 136

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING INITIAL STUDY/NEGATIVE DECLARATION FOR THE PUMP STATION 3A MCC IMPROVEMENTS PROJECT (CIP 18-W004), APPROVING THE PROJECT, AND AUTHORIZING AND DIRECTING THE FILING OF A NOTICE OF DETERMINATION

WHEREAS, the Pump Station 3A MCC Improvements Project (CIP 18-W004) (“Project”) is listed as an approved project in the current two-year Capital Improvement Program budget; and

WHEREAS, the Project will replace the existing motor control center, relocate programmable logic controller, and install electrical equipment needed for connection of future DSRSD portable generators above ground; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code, 21000 et. seq.; “CEQA”), the “CEQA Guidelines” (14 Cal. Code of Regs 15000 et. seq.) and DSRSD’s Local CEQA Guidelines, DSRSD has prepared an Initial Study/Negative Declaration dated January 2021 for the Project (“Initial Study/Negative Declaration”), to which reference is hereby made for the full particulars thereof; and

WHEREAS, staff has determined that there will be no significant environmental effects resulting from the Project; and

WHEREAS, a Notice of Intent to adopt the Negative Declaration was published in the newspaper on February 9, 2021; and

WHEREAS, a public hearing was held on March 2, 2021; and

WHEREAS, no oral or written comments were received for the draft Initial Study/Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The Board hereby finds that no significant effects on the environment will result from the Project.
2. The Board hereby adopts the “Initial Study/Negative Declaration” dated January 2021 (“Exhibit A”) to which reference is hereby made for the full particulars thereof.
3. The Board hereby finds and declares that it has exercised its independent judgment and analysis and has considered said Initial Study/Negative Declaration and all oral and written comments pertaining thereto received during the review period, and hereby approves the Project.

Res. No. _____

4. The General Manager is hereby authorized and directed to sign and file a Notice of Determination with the County Clerk consistent with the foregoing findings and approvals pursuant to the CEQA Guidelines and the DSRSD Local CEQA Guidelines.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of March, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

INITIAL STUDY AND NEGATIVE DECLARATION

Pursuant to the California Environmental Quality Act, as amended

PS 3A MCC Improvements Project
CIP No. 18-W004

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568
(925) 875-2264
Contact: Sukhpreet Mann

January 2021

INITIAL STUDY / NEGATIVE DECLARATION
Pursuant to the California Environmental Quality Act, as amended

SECTION A. PROJECT INFORMATION

1. Project title: PS 3A MCC Improvements Project

2. Lead agency name & address:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

3. Contact person & phone number: Sukhpreet Mann, (925) 875-2264

4. Project location: The Project site is located in the City of Dublin, near Creekside Drive and Rolling Hills Drive, in the northwest portion of Alameda County. The site is located across the street from the address 8136 Creekside Drive in a residential neighborhood. The project would be constructed on an approximately 120 SF portion of one parcel (APN 941-119-108-2).

5. Project sponsor's name & address: Dublin San Ramon Services District (DSRSD)

6. Applicable land use plan designation: Residential

7. Zoning: Residential use in the City of Dublin

8. Description of the Project: The existing motor control center (MCC) at potable water Pump Station 3A (PS 3A) is in a small underground vault along with the station programmable logic controller (PLC). The MCC is over 30 years old and replacement parts are no longer readily available. The objective of the PS 3A MCC Improvements project is to install a new MCC, PLC and above ground portable generator connection to more quickly provide back-up power in the event of a Pacific Gas and Electric system outage. The remaining pump station equipment will remain inside the vault.

9. Project Goals and Objectives: The Project will replace the aging MCC at PS 3A and relocate it above ground which meets current National Electric Code (NEC), protects the safety of maintenance staff, and protects critical pieces of electrical equipment from potential flooding inside the vault.

10. Project Design:

The proposed project includes the following project activities:

- Install a new approximately 72-inch tall MCC on above-ground equipment pad.
- Modify existing pump station PLC control panel and relocate it to above-ground equipment pad.
- Install a new DSRSD standard portable generator connection panel on the above-grade equipment pad. This will be used for connection to a portable generator during an emergency.

SECTION B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the project. To each question, there are four possible responses:

- **No Impact.** The project would not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The project would have the potential for impacting the environment, although this impact would be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Measures Incorporated.** The project would have the potential to generate impacts which may be considered a significant effect on the environment, although measures or changes to the development’s physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The project would have impacts which are considered significant, and additional analysis is required to identify measures that could reduce these impacts to less than significant levels.

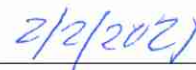
SECTION C. DETERMINATION

(To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature


Date

SECTION D. EVALUATION OF ENVIRONMENTAL IMPACTS

I. Aesthetics

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
AESTHETICS:				
<i>Except as provided in Public Resources Code Section 21099, would the project:</i>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) Would the project have a substantial adverse effect on a scenic vista?

The proposed project is within a developed city residential area. The new MCC will be approximately 72 inches in height and visible from the street. This new electrical equipment area will be placed behind the existing vegetation at the project location. The equipment will not substantially alter the views within the City of Dublin as it will be placed behind existing vegetation. This impact is considered **less than significant**.

II. Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>AGRICULTURE AND FORESTRY RESOURCES:</p> <p><i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i></p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. Air Quality

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
AIR QUALITY:				
<i>Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IV. Biological Resources

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
BIOLOGICAL RESOURCES:				
<i>Would the project:</i>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
CULTURAL RESOURCES:				
<i>Would the project:</i>				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VI. Energy

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
ENERGY:				
<i>Would the project:</i>				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. Geology and Soils

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
GEOLOGY AND SOILS:				
<i>Would the project:</i>				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
GREENHOUSE GAS EMISSIONS:				
<i>Would the project:</i>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction of the proposed project will generate some greenhouse gas emissions (GHG) during its three-month construction period. Equipment used during construction will comply with Tier 4 requirements. Because construction emissions will be short-term and would cease upon project completion, GHG from construction activities will not substantially contribute to the global GHG emissions burden. This impact is considered **less than significant**.

IX. Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
HAZARDS AND HAZARDOUS MATERIALS:				
<i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

X. Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
HYDROLOGY AND WATER QUALITY:				
<i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XI. Land Use and Planning

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
LAND USE AND PLANNING:				
<i>Would the project:</i>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. Mineral Resources

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
MINERAL RESOURCES:				
<i>Would the project:</i>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. Noise

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
NOISE: <i>Would the project result in:</i>				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Project construction would temporarily increase noise levels on the project site. Dublin has established that the generation of unreasonable noise is prohibited within the City (DMC 5.28.020). However, construction is a normal activity within the community and would not be considered unreasonable. Construction of the project would comply with DSRSD’s standard specifications, which state that normal construction hours will be 8 A.M. to 4 P.M. Monday through Friday. Construction noise would be temporary in nature and impacts would be **less than significant**. Construction of the proposed project is anticipated to occur in late 2021. It is estimated that construction will take about three months. Construction equipment to be used on this project will include trucks to deliver the material, forklift for material handling, and backhoe for excavation and placement of the equipment pad.

The proposed project would not generate a significant increase in long-term noise generation.

XIV. Population and Housing

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
POPULATION AND HOUSING:				
<i>Would the project:</i>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV. Public Services

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
PUBLIC SERVICES:				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. Recreation

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
RECREATION:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII. Transportation

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
TRANSPORTATION:				
<i>Would the project:</i>				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVIII. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
TRIBAL CULTURAL RESOURCES:				
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

AB 52 requires a lead agency (in this case, DSRSD) to begin consultation with any California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if (1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, and (2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification and requests the consultation (Public Resources Code Section 21080.3.1[d]).

A formal notification was mailed to applicable California Native American tribes on November 30, 2020 for this project. No Native American tribes have requested notification regarding AB 52 consultation with DSRSD. Therefore, no AB 52 consultation is required.

a)i, ii Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? Would

the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Native American tribes have requested consultation pursuant to AB 52, and therefore, no tribal resources could be identified with the project area. As such, there are no known tribal cultural resources (as defined in Public Resources Code Section 21074) within the project area. Therefore, the project would have no impact on tribal cultural resources.

XIX. Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
UTILITIES AND SERVICE SYSTEMS:				
<i>Would the project:</i>				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XX. Wildfire

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
WILDFIRE:				
<i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</i>				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XXI. Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>