

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, April 5, 2022

PLACE: Teleconference

Pursuant to the authorizations provided by Government Code section 54953(e), 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. 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 March 15, 2022
Recommended Action: Approve by Motion
 - 7.B. Approve Change Order No. 3 for the WWTP SCADA Improvements Project (CIP 05-3206)
Recommended Action: Approve by Resolution
 - 7.C. Affirm No Changes to the Use of Onsite Wastewater Treatment Systems Policy
Recommended Action: Approve by Motion

- 7.D. Tentative Agreement with the Stationary Engineers, Local 39 for Successor Memorandum of Understanding (MOU) for the Period December 13, 2021, through December 21, 2025
Recommended Action: Approve by Resolution
- 7.E. Approve Health Insurance Contribution for Calendar Year 2022 for Local 39 Employees
Recommended Action: Approve by Resolution
- 7.F. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 5-22
Recommended Action: Adopt by Resolution

8. BOARD BUSINESS

- 8.A. Approve a Minor Revision to the Agreement with the City of Livermore and the City of Pleasanton for a Temporary Joint Residential Recycled Water Fill Station
Recommended Action: Approve by Motion
- 8.B. Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget for Fiscal Years 2022 and 2023 to Increase the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) Budget, and Award Construction Agreement to Marshall Brothers Enterprises, Inc. for the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026)
Recommended Action: Approve by Resolution and Approve by Motion
- 8.C. Public Hearing: Establish Water Capacity Reserve Fees and Rescind Resolution No. 38-16
Recommended Action: Hold Public Hearing and Adopt by Resolution
- 8.D. 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.E. Award Construction Agreements to Con-Quest Contractors, Inc., DPI, Inc., West Valley Construction Company, Inc., and McGuire and Hester for the On-Call Water System and Sewer System Repairs, FYE 2023–2025 (CIP 19-W004) Project, and Authorize the General Manager to Exercise up to Two One-Year Option Terms to the Construction Agreements
Recommended Action: Approve by Motion
- 8.F. Approve Health Insurance Contribution for Calendar Year 2022 for Board of Directors
Recommended Action: Approve by Motion or Approve by Resolution, and Approve by Motion

9. REPORTS

9.A. Boardmember Items

- 9.A.1. Joint Powers Authority and Committee Reports
DSRSD/City of Pleasanton Liaison – March 22, 2022
DERWA – March 28, 2022
- 9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors
- 9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

9.B. Staff Reports

- 9.B.1. Event Calendar
- 9.B.2. Correspondence to and from the Board

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
Carol Atwood, Administrative Services Director

Employee Organization: Stationary Engineers, Local 39
Additional Attendee: Douglas E. Coty, General Counsel

10.B. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Designated Representative: Douglas E. Coty, General Counsel
Unrepresented Employee: General Manager

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, April 5, 2022

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, April 5, 2022. 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 **925 253 192#** 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) 875-2214 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.

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

March 15, 2022

Pursuant to the authorizations provided by Government Code Section 54953(e), and local county health orders issued to address the COVID-19 pandemic, the Board meeting was held via Teams Teleconference. The District Boardroom was closed to the public. The public could observe and comment by electronic means as described on Page 4. 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 Halket.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

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

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

4. DECLARATION OF TELECONFERENCE MEETINGS

- 4.A. Authorize Remote Teleconference Meetings until April 14, 2022, Pursuant to California Government Code Section 54953(e) and 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. The Board and staff discussed that the resolution enables the Board to conduct virtual meetings for the next 30 days but does not preclude in-person meetings.

Vice President Rubio moved to Approve Resolution No. 10-22, Finding that there is a Proclaimed State of Emergency by Governor Newsom Due to COVID-19, and Authorizing Remote Teleconference Meetings of the Board of Directors of Dublin San Ramon Services District for the Period of March 15, 2022, Through April 14, 2022, Pursuant to the Authorizations Provided for in California Government Code Section 54953(E), and 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.

5. SPECIAL ANNOUNCEMENTS/ACTIVITIESNew Employee Introduction:

Kyle Hallam, Electrician I

6. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:12 p.m. No public comment was received.

7. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – No changes were made.

8. CONSENT CALENDAR

Director Johnson MOVED for approval of the items on the Consent Calendar. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

8.A. Approve Regular Meeting Minutes of February 15, 2022 – Approved

8.B. Authorize the General Manager to Execute an Agreement with the City of Livermore and the City of Pleasanton for a Temporary Joint Residential Recycled Water Fill Station Title – Approved – Resolution No. 11-22

8.C. Authorize Amendment No. 2 to Task Order No. 1 with Psomas for Construction Management Services for the Primary Sedimentation Expansion and Improvements Project (CIP 17-P004) – Approved

9. BOARD BUSINESS

9.A. Approve Interim Agreement Related to the Supply and Sale of Recycled Water with East Bay Municipal Utility District (EBMUD) and DSRSD-EBMUD Recycled Water Authority (DERWA)

Assistant General Manager Lee reviewed the item for the Board. The Board and staff discussed aspects of the proposed agreement including continued support for the implementation of a recycled water connection moratorium to manage existing DERWA customer demand. Staff also clarified for the Board that the moratorium pertains to recycled water service only and has no impact to potable water service and related service requirements in the District's service area.

Vice President Rubio MOVED to Approve Resolution No. 12-22, Authorizing Execution of Interim Agreement Related to the Supply and Sale of Recycled Water with East Bay Municipal Utility District (EBMUD) and DSRSD-EBMUD Recycled Water Authority (DERWA). Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

9.B. Receive Presentation on Proposed Water Capacity Reserve Fees and Set Public Hearing for April 5, 2022

Financial Services Manager Herman Chen reviewed the item for the Board. He gave a presentation complementing the agenda item. The presentation was added to the website as supplementary materials. He also introduced consultant Mr. Shawn Koorn,

Associate Vice President of HDR Engineering, Inc., who conducted the District's Draft 2022 Water Capacity Reserve Fee Study (Study) included in the agenda item. The Board and staff discussed certain aspects of the Study and adjustments to the water capacity reserve fee components, and confirmed the proposed fee increase of 9.63% will become effective July 1, 2022 if approved on April 5. Mr. Chen confirmed that the required developer notifications will be sent tomorrow and the required public hearing notice will be published in the local newspaper.

Director Johnson MOVED to Set a Public Hearing for April 5, 2022 to consider adoption of the proposed water capacity reserve fees. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

9.C. Receive Presentation on District's Water Conservation Status

Senior Engineer Irene Suroso reviewed the item for the Board. She gave a presentation complementing the agenda item. The presentation was added to the website as supplementary materials. The Board and staff discussed various aspects of the presentation including consumption by meter types deployed within the District's service area, and the evaluation of large water users and potential conservation enforcement actions. They also discussed the HOA (homeowners association) conservation pilot program and the need to educate HOA leaders on District and State restrictions which disallow the HOAs from citing residents for not watering their properties. President Halket confirmed that the District can overrule HOA watering demands with further stages of water conservation restrictions if those come into effect.

10. REPORTS

10.A. Boardmember Items

- Joint Powers Authority and Committee Reports
LAVWMA – February 16, 2022

President Halket invited comments on recent JPA activities. Directors felt the available staff reports adequately covered the many matters considered at the JPA meeting and made a few comments about some of the JPA activities.

- 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 California Association of Sanitation Agencies (CASA) Washington DC Forum February 28 – March 2 and the Alameda County Special Districts Association Executive Committee meeting on March 9. She summarized the activities and discussions at the meetings.

Vice President Rubio submitted a written report to Executive Services Supervisor/District Secretary Genzale. She reported that she also attended the CASA Washington DC Forum February 28 – March 2. She summarized the activities and discussions at the meeting.

- Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda – None

10.B. Staff Reports

- Event Calendar – General Manager McIntyre reported on the following:
 - A DSRSD/City of Pleasanton Liaison Committee meeting will be held on Tuesday, March 22 at 4 p.m.
 - DSRSD will host a Tri-Valley Chamber of Commerce Network Mixer with cities of Dublin, Pleasanton, and San Ramon Chambers on Wednesday, April 27 from 5 p.m. – 7 p.m.
- Correspondence to and from the Board on an Item not on the Agenda was included in the agenda packet.

11. CLOSED SESSION

At 7:15 p.m. the Board went into Closed Session.

11.A. Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators: Dan McIntyre, General Manager
Jan Lee, Assistant General Manager
Carol Atwood, Administrative Services Director
Michelle Gallardo, Human Resources and Risk Manager

Employee Organizations: Stationary Engineers, Local 39

Additional Attendees: Douglas E. Coty, General Counsel
Dania Torres Wong, Sloan Sakai Yeung & Wong LLP

12. REPORT FROM CLOSED SESSION

At 7:53 p.m. the Board came out of Closed Session. President Halket announced that there was no reportable action.

13. ADJOURNMENT

President Halket adjourned the meeting at 7:54 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Approve Change Order No. 3 for the WWTP SCADA Improvements Project (CIP 05-3206)

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, Change Order No. 3 for the WWTP (Wastewater Treatment Plant) SCADA (Supervisory Control and Data Acquisition) Improvements Project (CIP 05-3206) in the amount of \$1,466,001.

SUMMARY:

The WWTP SCADA Improvements Project (CIP 05-3206) (“Project”) will: (1) replace programmable logic controllers nearing the end of their useful life cycles; (2) modernize the monitoring and control software for the WWTP; and (3) replace nine variable frequency drives (VFDs) at the WWTP. A programmable logic controller is a ruggedized industrial computer that receives inputs from process instrumentation and controls the operation of the WWTP equipment. This Project will also match SCADA equipment and software applications with the recently completed SCADA upgrade for the potable and recycled water distribution system. VFDs, which interface with the WWTP SCADA system, are electronic devices used to control the speed of pump motors and modulate the flowrate of the pump.

DISCUSSION:

On March 2, 2021, the Board awarded a progressive design-build agreement (“Agreement”) for the Project to Woodard & Curran in an amount not to exceed \$407,308. Under the District’s Purchasing Guidelines, the General Manager has the authority to make cumulative adjustments up to \$175,000 for previously Board-approved purchase contracts. Since the award of the Agreement, two change orders, totaling \$69,559, have been authorized by the General Manager for the procurement and integration of visualization software for the WWTP SCADA system.

Progressive design-build contracting delivers a project in two distinct phases. In the first phase, the design-build entity provides pre-construction services, which includes preliminary engineering and design development up to the 80% level. Upon completion of pre-construction phase services, the design-build entity is responsible for developing a guaranteed maximum price for final design and construction services necessary to complete the Project. Procedurally, the guaranteed maximum price for final design and construction services is incorporated into the Agreement by change order.

The overall Project was segregated into two major scopes of work: (1) SCADA upgrades, including the replacement of the programmable logic controllers and any upgrades required for the monitoring and control software for the WWTP; and (2) the replacement of nine VFDs throughout the WWTP. The initial award amount of \$407,308 provided for pre-construction phase services for the entire Project, including preliminary engineering, design development up to the 80% level, and project sequencing. Whereas pre-construction services for the SCADA upgrades of the Project are still ongoing, pre-construction services for the variable frequency drive replacements were completed in December 2021. Since that time, staff has successfully negotiated a guaranteed maximum price with Woodard & Curran for the replacement of the VFDs.

Change Order No. 3, in the amount of \$1,466,001, has been prepared to complete the replacement of nine VFDs at the WWTP. The scope of work includes: 1) final design services; 2) procurement of new VFDs; 3) construction services related to the removal and disposal of the existing VFDs and installation of the new VFDs; and 4) construction management services, including project management, construction inspection and SCADA system integration.

Originating Department: Engineering Services	Contact: J. Ching/S. Delight	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$1,460,000 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)		9 of 167

The adopted budget for the Project is \$4,030,000, of which \$3,395,000 is allocated for the SCADA upgrades portion of the Project, and \$635,000 is allocated for the replacement of the VFDs. Though the cost of replacement of the VFDs is higher than expected, there is currently adequate funding in the two-year project budget to cover this cost.

Pre-construction services for the SCADA upgrade portion of the Project is expected to be completed within the next three to six months. Upon the development of a guaranteed maximum price for final design and construction services for the SCADA upgrade portion of the Project, staff expects to recommend the authorization of a fourth change order to the Agreement. Based on the negotiated guaranteed maximum price for this portion of the work, staff will assess if a budget adjustment to the overall Project is required. Any necessary budget adjustment would be recommended in conjunction with the authorization of the fourth change order.

This change order is 100% funded by the Regional Wastewater Replacement (Fund 310). The current fund balance for this capital fund is approximately \$34 million.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING CONSTRUCTION CHANGE ORDER NO. 3 FOR THE WWTP SCADA IMPROVEMENTS PROJECT (CIP 05-3206)

WHEREAS, the Board of Directors approved the District’s Capital Improvement Program (“CIP”) Ten-Year Plan for Fiscal Years 2022 through 2031 (“CIP Plan”) on June 1, 2021, to serve as a budgetary planning document providing direction and guidance, in accordance with District policies, for the replacement and improvement of existing District facilities and the construction of new facilities; and

WHEREAS, the Board of Directors adopted the current CIP Two-Year Budget for Fiscal Years 2022 and 2023 (“CIP Budget”) on June 1, 2021, authorizing fund budgets for fiscal years 2022 and 2023 to meet the District’s capital infrastructure needs; and

WHEREAS, the CIP Budget included the WWTP SCADA Improvements Project (CIP 05-3206) (“Project”) to replace nine variable frequency drives (VFDs) and 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, on March 2, 2021, the Board awarded a progressive design-build agreement (“Agreement”) to Woodard & Curran in the amount of \$407,308 for pre-construction services associated with the Project, which include preliminary engineering and design development up to the 80% level; and

WHEREAS, Woodard & Curran has completed pre-construction services for the replacement of nine VFDs at the regional wastewater treatment plant; and

WHEREAS, Woodard & Curran and the District have negotiated a Guaranteed Maximum Price (GMP) in an amount not to exceed \$1,466,001 for final design services, construction services, and construction management services related to the replacement of the nine VFDs at the regional wastewater treatment plant; and

WHEREAS, staff recommends the authorization of a change order to the Agreement in the amount of \$1,466,001 for final design services, construction services, and construction management services related to the replacement of the nine VFDs at the regional wastewater treatment plant; and

WHEREAS, in accordance with the DSRSD Purchasing Guidelines, the General Manager is authorized to adjust public works contracts in excess of \$175,000 that were originally approved by the Board, by a maximum adjustment of \$175,000, unless additional authority is delegated in an approving resolution.

Res. No. _____

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:

Change Order No. 3 in an amount of \$1,466,001 to the progressive design-build agreement with Woodard & Curran is hereby authorized for final design services, construction services, and construction management services related to replacement of nine variable frequency drives at the regional wastewater treatment plant.

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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary



TITLE: Affirm No Changes to the Use of Onsite Wastewater Treatment Systems Policy

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, affirmation of no changes to the Use of Onsite Wastewater Treatment Systems policy.

SUMMARY:

All District policies are reviewed on a rotating four-year cycle to ensure that they remain current and that the Board seated at the time continues to concur with that policy. Staff recently reviewed the Use of Onsite Wastewater Treatment Systems policy (P600-17-1) and recommends no changes.

For convenience of the Board, a copy of the current policy, with updated review history, is attached. If affirmed, the policy will be scheduled for subsequent review in 2026.

Originating Department: Engineering Services	Contact: S. Delight	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Marked-up Use of Onsite Wastewater Treatment Systems policy	
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Policy

Policy No.: P600-17-1	Type of Policy: Service
Policy Title: Use of Onsite Wastewater Treatment Systems	
Policy Description: Limiting Onsite Wastewater Treatment Systems	
Approval Date: 3/21/2017	Last Review Date: 2017 <u>2022</u>
Approval Resolution No.: 14-17	Next Review Date: 2021 <u>2026</u>
Rescinded Resolution No.: 2-09	Rescinded Resolution Date: 1/6/2009

It is the policy of the Board of Directors of Dublin San Ramon Services District:

The District will take all appropriate actions to avoid the construction of new onsite wastewater treatment systems (OWTS) and to the fullest extent possible, support phasing out existing systems where practicable. OWTS means individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. OWTS do not include “graywater” systems pursuant to California Health and Safety Code Section 17922.12.

To carry out this policy the District will:

- Support Zone 7 and the Alameda County Department of Environmental Health’s Local Agency Management Program in managing OWTS in unincorporated Alameda County.
- Encourage project proponents to reach agreement with an existing public sewerage facility rather than proposing a new OWTS.
- Serve where feasible any new facility proposed with an OWTS or any existing facility with an OWTS within the District service area or under a LAFCO approved out of area service agreement when requested by a land use agency, regulatory agency or LAFCO.
- Support satellite treatment plants for producing recycled water that are tributary to and dependent upon an existing public agency wastewater collection and treatment system.

The District believes this policy should be carried out because the use of OWTS increases the risk of groundwater contamination, environmental damage, and public health risks.

Policy No.:	Policy Title: Use of Onsite Wastewater Treatment Systems
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<p><u>Policy is current and no changes need to be adopted by the Board of Directors.</u> <u>Status Quo Chronology:</u></p>	
<p><u>Date Adopted:</u></p>	
<p><u>4/5/2022</u></p>	
<p><u>Reviewed by Committee or Board:</u></p>	<p><u>Date:</u></p>
<p><u>Board</u></p>	<p><u>3/21/2017</u></p>



TITLE: Tentative Agreement with the Stationary Engineers, Local 39 for Successor Memorandum of Understanding (MOU) for the Period December 13, 2021, through December 21, 2025

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, a successor Memorandum of Understanding (MOU) between the District and the Stationary Engineers, Local 39 (“Local 39” or “Union”) for the period of December 13, 2021, through December 21, 2025.

SUMMARY:

The existing MOU between the District and Local 39 expired on December 12, 2021. Following the completion of the negotiations and impasse process, the District and Local 39 have agreed to a tentative agreement for a successor MOU for the period of December 13, 2021, through December 21, 2025. The key provisions of the MOU are aligned with the current MOUs agreed to with other District bargaining groups, as well as the salary and benefits resolution for Unrepresented and Senior Management employees. The Local 39 employees have ratified the new MOU and the final step for implementing the new MOU is approval by the District Board of Directors.

DISCUSSION:

The current MOU between the District and Local 39 expired on December 12, 2021. Negotiations commenced with Local 39 on August 18, 2021, with the District and Union representatives meeting and conferring on a regular basis to reach agreement. Those discussions were successfully concluded in concept by October 29, 2021, and Local 39 members voted and rejected the tentative agreement on November 9, 2021. In accordance with Article IV of the District’s Rules and Regulations Governing Employer-Employee Organization Relations (EEOR) Resolution (Resolution No. 18-19), the Union declared impasse on November 11, 2021, and the Union and the District held an impasse meeting on December 1, 2021. As the Union and the District were not able to resolve the impasse during the meeting on December 1, 2021, the parties mutually agreed to submit the dispute to mediation. The District and Union participated in mediation on January 4, 2022 and were unable to resolve the impasse. In accordance with Section 19 of the EEOR, the Union submitted the matter to the Public Employment Relations Board (PERB) to request fact finding. The District and the Union held fact-finding hearings on March 4, 2022 and on March 8, 2022. Immediately following the fact-finding hearing on March 8, 2022, the District and the Union participated in mediation and reached tentative agreement on a mediator’s proposal. On March 23, 2022, the Local 39 members voted and ratified the tentative agreement for the new MOU based on the mediator’s proposal.

The proposed MOU has been available for public viewing including publication on the District’s website since Thursday, March 31, 2022.

Key provisions of the MOU are as follows:

- Retroactive Salary Increases: For CY 2022, a retroactive 4% COLA (cost-of-living adjustment) based on change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the 12-month period ending October 31 (5.17%) and the negotiated ceiling of 4%
- Future Salary Increases: COLA (cost-of-living adjustment) based on change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the 12-month period ending October 31 – CY 2023 (Floor of 2.5% and Ceiling of 4%), CY 2024 and CY 2025 (Floor

Originating Department: Administrative Services	Contact: S. Koehler/C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget and provides cost control for future increases / Operating Budget FYE 2022, FYE 2023	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Local 39 ratification email to District dated 3/23/22	

- of 2% and Ceiling of 4%)
- Deferred Compensation Incentive: Continues the \$2,500 dollar-for-dollar matching contribution to employee's 457 plan
- Classification and Compensation Plan Implementation: Implements the results of compensation study and update to District compensation plan
- Health Care: Medical insurance contribution for CY 2022 set at California Public Employees' Retirement System's (CalPERS) 2022 Kaiser rate for employee, employee + one, or employee + two or more dependents, and future increases in the Kaiser rate, over the District Maximum Contribution, are shared at 50% District/50% employee over the previous-year Maximum Contribution amount. Retroactive Employee reimbursement for District Maximum Contribution for January – April 2022
- Waiver of Health Care: \$400 per month as a cash payment, and retroactive adjustment to \$350 deferred compensation contribution for January – April 2022
- Special License and Special Assignment Pay: \$100 per month stipend for employees who hold a Water Distribution Operator Grade D5 certification or a WWTP Operator Grade V certification; \$75 per month stipend for employees with a commercial driver's license in certain classifications; and a 5% stipend pay for employees assigned a special, regulatory assignment as Chief Water Operator, Chief Plant Operator, or Laboratory Director
- Additional 2% Employee Contribution of CalPERS Retirement by Classic Members through CY 2025, per separate MOU: Removes requirement to pay on expiration of the MOU
- Life insurance benefit: Increase from \$50,000 to 2x annual salary, up to \$400,000
- Compensatory time: Increases accrual from 80 hours to 100 hours annually
- Employee Leave Sellback: Increases payout from 80 hours to 100 hours in a calendar year
- Catastrophic Leave: Updated provision to a donation bank and expanded eligibility
- Term of Contract: Four (4) years.

The final step in implementing the MOU is approval by the District Board.

From: Matt Frediani <mfrediani@local39.org>
Sent: Wednesday, March 23, 2022 4:15 PM
To: Carol Atwood <atwood@dsrsd.com>; Michelle Gallardo <gallardo@dsrsd.com>
Subject: Local 39 contract vote results. YES Vote....

The members voted in favor of the contract. We have an agreement in place.

Thank You,



Matt Frediani

Business Representative
IUOE Stationary Engineers, Local 39
(415) 861-1135 work
(415) 861-5264 fax



RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE STATIONARY ENGINEERS, LOCAL 39 (LOCAL 39)

WHEREAS, the current Stationary Engineers, Local 39 (“Local 39”) Memorandum of Understanding (the “MOU”) expired December 12, 2021; and

WHEREAS, the District and Local 39 (the “Parties”) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the Parties have reached an agreement on all matters relating to the employment conditions and employer-employee relations as set forth in the MOU.

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

1. Approve the MOU between District and the Stationary Engineers, Local 39 for the period of December 13, 2021, through December 21, 2025, attached hereto as Exhibit “A” and incorporated by reference herein; and

2. Authorize and direct the General Manager to sign the MOU.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the Counties of Alameda and Contra Costa, California, at its regular meeting held on the 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Memorandum of Understanding

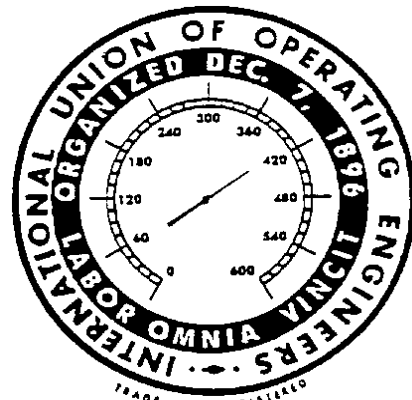
Stationary Engineers, Local 39

**Dublin San Ramon Services District
and
International Union of Operating Engineers
Stationary Engineers, Local 39**



**Dublin San Ramon
Services District**

Water, wastewater, recycled water



December 13, 2021 – December 21, 2025

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MEMORANDUM OF UNDERSTANDING
between
DUBLIN SAN RAMON SERVICES DISTRICT
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 39, AFL-CIO

This Memorandum of Understanding (“MOU”) is entered into pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding has been presented to the Dublin San Ramon Services District Board of Directors as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing December 13, 2021 and ending December 21, 2025. This MOU will supersede in its entirety that MOU of December 18, 2017, and ending December 12, 2021. The effective date of this MOU is December 13, 2021.

Section 1. Recognition

1.1 Union Recognition

The International Union of Operating Engineers, Local Union No. 39, AFL-CIO, hereinafter referred to as the “Union,” is the recognized employee organization for the classifications listed in Appendix A.

1.2 District Recognition

The General Manager, or any person or organization duly authorized by the General Manager, is the representative of Dublin San Ramon Services District, hereinafter referred to as the “District,” in employer-employee relations, as provided in Resolution 12-14 adopted by the Board of Directors on March 4, 2014.

1.3 General Manager

Whenever the General Manager is mentioned in this MOU he/she may unilaterally delegate, in writing, the duty or power granted to him/her to another person.

Section 2. Union Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the General Manager only to the Union, provided that the District is capable of making such deductions in its payroll system. The following procedures shall be observed in the withholding of employee earnings:

- (a) Payroll deductions shall be for the specific amount and uniform as between employee members of the Union and shall not include fines and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the District.
- (b) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the General Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee by written notice to the General Manager. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.
- (c) Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
- (d) The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. In this connection, all other required deductions have priority over the Union dues deduction. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- (e) The Union shall file with the General Manager an indemnity statement wherein the Union shall indemnify, defend and hold the District harmless against any claim made and against any suit initiated against the District on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

Section 3. Union Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the General Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed four (4).

Section 4. Union Access

4.1. Access to Work Locations

Reasonable access to employee work locations shall be granted to the business representative for the purpose of processing grievances or contacting members of the Union concerning business within

the scope of representation. The business representative shall not enter any work location without the consent of the General Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

4.2 New Employee Orientation

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

The parties acknowledge that the District provides a new employee orientation meeting (“orientation”) to all new employees hired by the District but does not distinguish among bargaining units in conducting the orientation. The Union will be provided not less than 10 calendar days’ advance notice of the time, date and location of the orientation, including the number of its respective bargaining unit employees in attendance. The notice requirement shall apply to the Human Resources new hire orientations. An exception to the 10 calendar days’ advance notice requirement is if there is an urgent need for meeting in less than 10 calendar days’ that is critical to the District’s operations and is not reasonably foreseeable.

The Union will be given thirty (30) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union’s bargaining unit. The meeting will be in a room designated by the District; and will take place during regular working hours and be on-site at the District. No more than two (2) representatives of the Union may present the information to the employees.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with District activities.

An employee’s attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the District that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are District employees and are conducting the orientation may attend and travel to and from the orientation on their own time, on unpaid leave, or through the use ELB leave or CTO or flex time, provided the Union provides Human Resources with the employee’s name at least five (5) calendar days prior to the orientation. Union representatives who are District employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

4.3 Information Provided

The District will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the District has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the District (new hires only)
- Home address

The Union acknowledges and understands that the District is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the District may not initially be able to provide all of the information in the fields listed above in the initial digital files provided pursuant to this Agreement but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on or before the last day of the month of February and on or before the last day of the month of August of each calendar year.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the District (copy to the Union) and direct the District to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Section 5. Use of District Facilities

District employees or the Union or their representatives may, with the prior approval of the General Manager, be granted the use of District facilities during non-work hours for meetings of District employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs and whiteboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

The District e-mail system shall not be used for Union business or activities other than to distribute job descriptions or the time, location, agenda and minutes for planned meetings.

Section 6. Bulletin Boards

The Union may use portions of District bulletin boards under the following conditions:

- (a) All materials must be dated and must identify the Union that published them.
- (b) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (c) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.
- (d) If the Union does not abide by these rules, it will forfeit its right to have materials posted on District bulletin boards.

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors and the Union shall be given the opportunity to meet with the General Manager or representative prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

Section 8. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine its mission and the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, marital status, sex, religion, age, mental or physical disability, veteran status, medical condition, sexual orientation, pregnancy or legitimate Union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District.

Section 10. Hours of Work

Regular Workweek and Regular Workday

The regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours.

The employees may request an alternate work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted. The District shall endeavor to implement a District-wide telecommute program in calendar year 2022.

Section 11. Overtime, Call Back, Shift Differential, Standby Pay, Meal Allowance, Special License and Special Assignment Pay

11.1 Authorization

All overtime worked must be approved in advance by the General Manager or his or her designated representative.

11.2 Definition

Any authorized time worked in excess of the employee's regular workweek shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. This Section 11.2 shall be subject to the District Personnel Rule for Overtime and applicable legal regulations. Holiday pay and Employee Leave Bank pay will count as time worked for purposes of computing overtime pay. Holiday pay is defined as scheduled District holidays including deferred holidays.

11.3 Call Back

If an employee assigned to work in Field Operations, Mechanical Maintenance, Electrical Maintenance, Plant Operations, or in the classification of Construction Inspector I/II or IS Technician I/II is called back to work by responding to a work-related alarm or a phone call on his/her regular day off, or before or after his/her assigned work shift, and if the employee is able to properly resolve the alarm or provide useful information to the caller without actually driving to the work site, then he/she shall receive a minimum of two (2) hours of work or, if two (2) hours of work is not furnished, a minimum of two (2) hours of pay at time and one-half (1-1/2) for the first two call-backs in the workday; any additional callbacks after the first two will be paid at a minimum of one (1) hour of work, or, if one (1) hour of work is not furnished, a minimum of one (1) hour of pay at time and one-half (1-1/2). If the employee responds to one or more additional alarms or phone calls within two (2) hours of receiving the first or second alarm or phone call, then the employee shall not be due any additional compensation for properly resolving the subsequent alarms or phone calls. However, if the employee responds to an alarm or a phone call and it has been more than two (2) hours since they received a previous alarm or phone call for which they received pay, then he/she shall receive another two (2) hours of pay at time and one-half (1-1/2) (if after the first call) or another one (1) hour of pay at time and one-half (1-1/2) (if after the second call). This provision does not apply to instances in which the employee must report for his/her regular starting time less than two (2) hours after receiving the alarm or phone call, in which case the employee shall be paid time and one-half (1-1/2) only until the beginning of his/her regular starting time.

For all Local 39 employees, if an employee physically reports back to work, he/she shall, upon departure from his/her home, receive a minimum of two (2) hours of work or, if two (2) hours of work is not furnished, a minimum of two (2) hours' pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to report before his/her regular starting time and is worked from the time he/she reports to his/her regular starting time.

11.4 Shift Differential

Employees who are regularly assigned and work a swing or grave shift shall be paid a fixed amount per shift in addition to their base pay. The fixed amount during the term of this MOU shall be sixty dollars (\$60).

11.5 Standby Pay

Employees assigned by the District to standby duty will receive an additional 3.42 hours of the employee's base hourly rate of their assigned classification for each workday during which the employee is assigned to standby duty and an additional eight and one-quarter (8.25) hours of the employee's base hourly rate of their assigned classification for each holiday which occurs during an employee's standby duty.

Should an employee's standby assignment be extended due to a holiday or other reasons, the employee will receive an additional 3.42 hours of the employee's base hourly rate of their assigned classification for each additional day of coverage and an additional 8.25 hours of the employee's base hourly rate of their assigned classification for each holiday of coverage. Standby pay may not be booked as Compensatory Time.

The standby employee will respond to call outs for all District facilities other than the Treatment Plant. Employees on standby duty are to function as first responders to call outs to assess the reason for the call out and to correct the problem or summon additional resources as necessary. As examples: if a qualified sewer employee is required to correct the problem, additional staff is summoned; or if the problem is an intrusion alarm, the police are summoned to investigate. The District will conduct four (4) hours of training each year for all employees subject to standby duty to be trained to respond appropriately to the various types of call outs that may occur.

This provision shall only apply to the following Classified positions:

- Water/Wastewater System Operator I-II
- Water/Wastewater System Operator II (On-Call)
- Senior Water/Wastewater Systems Operator
- Maintenance Worker I-II
- Mechanic I-II
- Mechanic II (Crane Certified)
- Senior Mechanic
- Senior Mechanic (Crane Certified)
- Electrician I-II
- Instrumentation & Controls Technician I-II
- Senior Electrician
- Senior Instrumentation and Controls Technician

The District will follow all requirements, laws, and rules pertaining to "pensionable compensation" for the purposes of CalPERS Retirement benefits, as it applies to Standby Pay.

11.6 Meal Allowance

A twenty dollar (\$20.00) meal allowance shall be provided to employees required to work four (4) or more hours of overtime when such overtime is worked. The payment of said meal allowance shall

be via the District’s payroll system and subject to all applicable Federal and State income reporting procedures.

11.7 Compensatory Time

An employee shall be allowed to accrue up to a maximum of one-hundred (100) hours of compensatory time annually, with no more than 100 hours banked in total for the calendar year. Employees may request compensatory time off even though overtime is required to cover the employee’s shift. The coverage employee may not accrue compensatory time for said time worked and will be paid at the overtime rate.

11.8 Special License and Special Assignment Pay

(a) The District will pay one-hundred dollars (\$100) per month to employees who obtain and maintain a certification in good standing for the certification levels shown below for Water Distribution Certification (SWRCB) and Wastewater Operator Treatment Plant Certification (SWRCB), and for only the following classifications:

Classification	Special License Pay Certification Level	Special Pay
Water/Wastewater Systems Operator I-II Water/Wastewater Systems Operator II- On Call Senior Water/Wastewater Systems Operator	Water Distribution Certification (D5)	\$100/month
WWTP Operator I-II Senior WWTP Operator Senior Process WWTP Operator	WWTP Operator Certification with SWRCB Grade V	

(b) The District will pay seventy-five dollars (\$75) per month to employees who obtain and maintain a California commercial drivers’ license (Class A or B) in good standing, and must agree to enroll in the District’s commercial driver program and the Federal Motor Carrier Safety Administration (FMCSA) clearinghouse, in the following classifications only:

- Mechanic I/II
- Mechanic II-Crane Certified
- Maintenance Worker I/II

Employees receiving special license pay under Section 11.8 (a) and (b) are required to perform assigned duties related to their special license or certification as assigned by the District.

(c) The District will pay five percent (5.0%) stipend pay to a qualified employee who is assigned a special assignment, in writing to a regulatory agency, as one of the following permit-required designations:

- Chief Water Operator, (CWO, State Water Resources Control Board)
- Chief Plant Operator (CPO), State Water Resources Control Board)
- Laboratory Director, (State Water Resources Control Board)

(d) Special license and special assignment pay will be administered in accordance with CalPERS, state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

Section 12. Salaries

12.1 Rates of Pay

Base pay rates for each classification listed below are as follows:

Classification	Step E Salary as of 12/14/20		New Step E Salary as of 12/12/21 (before COLA)	
	Monthly	Hourly	Monthly	Hourly
Accounting Technician I	\$7,857	\$45.3288	\$7,769	\$44.8212
Accounting Technician I (<i>y-rated</i>)	\$7,857	\$45.3288		
Accounting Technician II	\$8,641	\$49.8519	\$8,546	\$49.3038
Accounting Technician II (<i>y-rated</i>)	\$8,641	\$49.8519		
Administrative Assistant I	\$6,512	\$37.5692	\$6,543	\$37.7481
Administrative Assistant II	\$7,168	\$41.3538	\$7,197	\$41.5212
Administrative Assistant II (<i>y-rated</i>)	\$8,419	\$48.5712		
Construction Inspector I	\$9,670	\$55.7885	\$9,670	\$55.7885
Construction Inspector II	\$10,637	\$61.3673	\$10,637	\$61.3673
Electrician I	\$9,451	\$54.5250	\$9,452	\$54.5308
Electrician II	\$10,396	\$59.9769	\$10,398	\$59.9885
Engineering/Geographic Information Systems Technician I	\$8,855	\$51.0865	\$8,855	\$51.0865
Engineering/Geographic Information Systems Technician II	\$9,740	\$56.1923	\$9,741	\$56.1981
Environmental Compliance Inspector I (Clean Water)	\$9,357	\$53.9827	\$8,643	\$49.8635
Environmental Compliance Inspector I (Clean Water) (<i>y-rated</i>)	\$9,357	\$53.9827		
Environmental Compliance Inspector II (Clean Water)	\$10,292	\$59.3769	\$9,507	\$54.8481
Environmental Compliance Inspector II (Clean Water) (<i>y-rated</i>)	\$10,292	\$59.3769		
Environmental Compliance Inspector I (Pretreatment)	\$9,357	\$53.9827	\$9,357	\$53.9827
Environmental Compliance Inspector II (Pretreatment)	\$10,292	\$59.3769	\$10,293	\$59.3827
Facilities and Safety Technician	\$8,899	\$51.3404	\$8,768	\$50.5846
Facilities and Safety Technician (<i>y-rated</i>)	\$8,899	\$51.3404		
Information Technology Technician I	\$8,442	\$48.7038	\$8,442	\$48.7038
Information Technology Technician II	\$9,286	\$53.5731	\$9,287	\$53.5788
Instrumentation and Controls Technician I	\$10,628	\$61.3154	\$10,198	\$58.8346
Instrumentation and Controls Technician I (<i>y-rated</i>)	\$10,628	\$61.3154		
Instrumentation and Controls Technician II	\$11,343	\$65.4404	\$11,218	\$64.7192
Instrumentation and Controls Technician II (<i>y-rated</i>)	\$11,343	\$65.4404		
Laboratory Technician	\$8,899	\$51.3404	\$8,859	\$51.1096
Laboratory Technician (<i>y-rated</i>)	\$8,899	\$51.3404		
Maintenance Worker I	\$7,534	\$43.4654	\$7,506	\$43.3038
Maintenance Worker I (<i>y-rated</i>)	\$7,534	\$43.4654		
Maintenance Worker II	\$8,284	\$47.7923	\$8,257	\$47.6365
Maintenance Worker II (<i>y-rated</i>)	\$8,284	\$47.7923		
Mechanic I	\$8,691	\$50.1404	\$8,691	\$50.1404
Mechanic II	\$9,558	\$55.1423	\$9,561	\$55.1596

Mechanic II (Crane Certified)	\$9,799	\$56.5327	\$9,800	\$56.5385
Operator-In-Training	\$7,408	\$42.7385	\$7,408	\$42.7385
Senior Electrician	\$11,436	\$65.9769	\$11,438	\$65.9885
Senior Environmental Compliance Inspector	\$11,324	\$65.3308	\$11,324	\$65.3308
Senior Instrumentation and Controls Technician	\$12,478	\$71.9885	\$12,340	\$71.1923
Senior Instrumentation and Controls Technician (<i>y-rated</i>)	\$12,478	\$71.9885		
Senior Mechanic	\$10,513	\$60.6519	\$10,518	\$60.6808
Senior Mechanic (Crane Certified)	\$10,776	\$62.1692	\$10,781	\$62.1981
Senior Process Wastewater Treatment Plant Operator	\$11,366	\$65.5731	\$11,366	\$65.5731
Senior Utility Billing and Customer Service Representative	\$8,866	\$51.1500	\$8,866	\$51.1500
Senior Wastewater Treatment Plant Operator	\$10,309	\$59.4750	\$10,311	\$59.4865
Senior Water/Wastewater Systems Operator	\$11,646	\$67.1885	\$11,261	\$64.9673
Senior Water/Wastewater Systems Operator (<i>y-rated</i>)	\$11,646	\$67.1885		
Utility Billing and Customer Services Field Technician I	\$7,327	\$42.2712	\$7,327	\$42.2712
Utility Billing and Customer Services Field Technician II	\$8,060	\$46.5000	\$8,060	\$46.5000
Utility Billing and Customer Services Representative I	\$6,400	\$36.9231	\$6,400	\$36.9231
Utility Billing and Customer Services Representative II	\$7,038	\$40.6038	\$7,040	\$40.6154
Wastewater Treatment Plant Operator I	\$8,519	\$49.1481	\$8,520	\$49.1538
Wastewater Treatment Plant Operator II	\$9,373	\$54.0750	\$9,373	\$54.0750
Water/Wastewater Systems Operator I	\$8,519	\$49.1481	\$9,079	\$52.3788
Water/Wastewater Systems Operator II	\$10,309	\$59.4750	\$9,987	\$57.6173
Water/Wastewater Systems Operator II (<i>y-rated</i>)	\$10,309	\$59.4750		
Water/Wastewater Systems Operator II (On-Call)	\$10,566	\$60.9577	\$10,237	\$59.0596
Water/Wastewater Systems Operator II (On-Call) (<i>y-rated</i>)	\$10,566	\$60.9577		

Effective on the first day of the first pay period of the calendar years 2022, 2023, 2024 and 2025, employees will receive a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st.

For calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 3.0%. For calendar year 2022, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%. The District will take the necessary administrative action to effectuate the increase.

For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2023, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2024 and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated employees will receive the higher of either: zero percent (0%) cost of living salary

adjustment of the employee's y-rated salary, or the new salary rate for the employee's classification with the applicable cost of living applied.

Rates of pay for each classification shall be in five (5) steps of A through E with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 12.6.

12.2 Deferred Compensation (IRS 457b) Plan

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option within the 457b Plan.

Beginning on the first pay date of the first full pay period of calendar years 2022, 2023, 2024 and 2025 the District will contribute on behalf of each employee an amount equal to 100% of the first \$2,500 the employee voluntarily contributes to the 457 plan.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

12.3 Compensation Surveys

All compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 12.4.

During the term of this MOU, the District may have the need to conduct compensation surveys as a results of job description revisions, new positions, recruiting conditions, or as a result of mutual agreement between Union and District.

During the term of this MOU ending on December 21, 2025, should the District and Local 39 reach mutual agreement to conduct a joint base salary compensation study in preparation for a 2026 successor MOU negotiations, the parties will meet and confer in good faith on any survey procedures not explicitly written in Section 12.4 of this MOU.

12.4 Compensation Survey Procedures

The basis of compensation for the purpose of a survey will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions.

For the purposes of a survey:

Compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement, employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

Compensation at the District is defined as base salary plus employer-paid member contributions to retirement, two thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$8,175.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$8,146.33

The following list of agencies will be used to establish the benchmark level salaries:

EBMUD	Livermore
ACWD	Pleasanton
CCCSD	DDSD
CCWD	Brentwood
USD	

12.5 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering District service shall be the minimum salary for the class to which appointed. When circumstances warrant, the General Manager may recommend and the Board of Directors may approve an entrance salary which is more than the minimum salary. The Board of Director’s decision shall be final.

12.6 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee’s performance and shall require recommendation of the department head and approval by the General Manager.

Subject to the provisions of this Section, an employee shall receive step increases in salary as follows:

- Step B upon completion of twelve (12) months’ service in Step A;
- Step C upon completion of twelve (12) months’ service in Step. B;
- Step D upon completion of twelve (12) months’ service in Step C;
- Step E upon completion of twelve (12) months’ service in Step D.

Employees in a y-rated classification will be eligible to receive a merit increase in accordance with the requirements of this Section 12.6. For example, if an employee is y-rated at Step B of their classification’s y-rated salary range, and the employee meets the performance requirements for a merit increase as described in Section 12.6, the employee will be moved to Step C of the y-rated salary range.

12.7 Salary Increase Upon Promotion or Reclassification

When an employee in Local 39 is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than, or the same as, the employee’s salary at the time

of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the classification having a higher salary range.

If an employee is promoted or reclassified from one class to a different classification within Local 39, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

12.8 Certification

Upon approval of the supervisor, the District shall allow an employee time off with pay if the certification exam falls between the hours of the employee's assigned shift, for the purpose of taking an exam for required certification. Upon successful passage of the exam, the District will pay for any certificates, including renewal, as set forth in the employee's classification series.

12.9 Operator Certificates

A Wastewater Treatment Plant Operator I who is certified as a Wastewater Treatment Plant Operator II or higher shall be reclassified to a Wastewater Treatment Plant Operator II and receive the Wastewater Treatment Plant Operator II rate of pay upon successful completion of all State requirements. Effective date of reclassification is the date printed on the certificate. If the Operator has not yet completed their initial 12-month probationary period at the time of reclassification, the employee will still be required to successfully complete the 12-months initial probation in accordance with Section 20 of this MOU concurrently with the 6-month probationary period for the Wastewater Treatment Plant Operator II position.

12.10 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative and who is required to perform all of the duties of a position having a higher salary range, will be paid the first step of the higher range which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made after one (1) working day of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for more than one (1) consecutive working day, said employee shall be temporarily promoted to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

Section 13. Health and Welfare

13.1 Medical

(a) Health Care Insurance

The District is committed to provide health care (medical) insurance to each employee. The District shall provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations and two choices for Preferred Provider Organizations. In the event that this level of coverage does not remain reasonably available during the term of this MOU, the parties shall meet and confer in good faith to amend this Section 13.1(a) of the MOU.

(b) Medical Insurance Premiums

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2022 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

Effective January 1, 2023, Local 39 employees will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution,

then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024.

If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025.

If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Local 39 Share of Increase	District Max Contribution
Max Contribution 2023	\$ 2,228.36	(example assumes Kaiser rate decreased in 2023)			
Kaiser Rate 2024	\$ 2,350	\$ 121.64	\$ 60.82	\$ 60.82	\$ 2,289.18

Local 39 employees will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) Retiree Health Care

The District will contract with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care. All District employees hired after the implementation date of the program will be enrolled in the Vesting Program. District employees hired prior to the program implementation date will be offered the option annually to opt into the program as allowed per CalPERS regulations.

(d) Changes to the Law

In the event Federal or State legislation, which provides health care coverage for employees covered by this agreement, is enacted into law and such legislation has an adverse impact on either party, the parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage

An employee who chooses to do so may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a cash payment in the amount of four-hundred dollars (\$400) per month (payable bi-monthly via payroll), and made on a 'per pay period' basis. Said

election must be made for the employee as well as his/her spouse and eligible dependents..

13.2 Dental

The District shall provide each employee with dental care benefits covering the employee, spouse and eligible dependents.

13.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

13.4 Life Insurance, Short-Term and Long-Term Disability

The District shall provide each employee with Life Insurance, Short-Term and Long-Term Disability Insurance. Life Insurance is equal to two times (2X) employee's annual base salary, rounded up to the nearest \$1,000, to a maximum of \$400,000, with benefits beginning on January 1, 2022. Employees are responsible to pay applicable taxes on the value of this benefit over \$50,000 in accordance with IRS regulations. Short-Term Disability Insurance provides for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a twenty nine (29) day waiting period. Benefits continue for a maximum of one (1) year if totally disabled. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days wait period.

Integration of short-term and long-term disability insurance benefits and sick leave is to be automatic; the District may not waive integration. In addition to the life insurance provided at District expense, the employer will make arrangements for employees to purchase additional life insurance at employee cost.

13.5 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse and eligible dependents.

13.6 Retiree Vision Care

Vision care will not be provided to employees who retire from the District other than as specified under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

13.7 IRS 125 Plan

The District agrees to continue an IRS plan for employee funded expense reimbursement.

13.8 Change in Employee Benefit Plans

The District intends to evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is acceptable to the Union.

Section 14. Retirement Plan

The Retirement Plan between the District and Public Employees Retirement System (“PERS”) is documented in a separate MOU between Union and District entitled “Regarding PERS Retirement Formula Enhancement” dated November 17, 2004, and includes single highest year option and “Local Miscellaneous 2.7% at 55.”

The pension formula for “classic” employees is the local Miscellaneous 2.7% at age 55 Retirement Plan. In accordance with the November 17, 2004 MOU between the District and Local 39 (Resolution 80-04), Classic employees’ contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus a two percent (2%) cost share of the District’s employer CalPERS contribution, for a total of a ten percent (10%) CalPERS contribution. Effective the first day of the first pay period for calendar year 2025, which occurs on December 23, 2024, Classic employees represented by Local 39 will reduce the Section 20516 cost share of the District’s employer CalPERS contribution from two percent (2%) down to zero percent (0%). Classic employees will continue to contribute eight percent (8%) of the employee CalPERS contribution.

The pension formula for “new” employees is the local Miscellaneous 2.0% at age 62 Retirement Plan. New employees pay one-half of the normal cost of their pension plan to pay the employee CalPERS contribution.

Section 15. Safety Shoes, Equipment, and Clothing (formerly Section 15.0 Personal Safety Reimbursement Program and Sections 25.2 (Safety) and 25.4 (Safety Vests))

Employees that are required to wear safety shoes, personal protective equipment (PPE), or uniform clothing will be provided with these items purchased by the District as deemed necessary by the employee’s supervisor for the performance of their job duties. Safety shoes, when required, will be replaced by the District no less than once every 12-month period.

Section 16. Holidays

16.1 Holiday Right

Classified employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

16.2 Monday-Friday Employees

The following holidays are allowed for all employees working a Monday-Friday schedule, with pay:

Holiday	2021	2022	2023	2024	2025
New Year’s Day		Dec-31	Jan-2	Jan-1	Jan-1
Martin Luther King Jr. Day		Jan-17	Jan-16	Jan-15	Jan-20
Presidents’ Day		Feb-21	Feb-20	Feb-19	Feb-17
Memorial Day		May-30	May-29	May-27	May-26
Independence Day		July-4	July-4	July-4	July-4
Labor Day		Sept-5	Sept-4	Sept-2	Sept-1
Thanksgiving Day		Nov-24	Nov-23	Nov-28	Nov-27
Day after Thanksgiving		Nov-25	Nov-24	Nov-29	Nov-28

Christmas	Dec-24	Dec-26	Dec-25	Dec-25	Dec-25
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16.3 Shift Employees

Shift employees are defined as employees assigned to working a swing shift or graveyard shift at the Wastewater Treatment Plant. The following holidays are recognized for all employees working a seven-day, rotating day off schedule:

Holiday	2021	2022	2023	2024	2025
New Year's Day		Jan-1	Jan-1	Jan-1	Jan-1
Martin Luther King Jr. Day		Jan-17	Jan-16	Jan-15	Jan-20
Presidents' Day		Feb-21	Feb-20	Feb-19	Feb-17
Memorial Day		May-30	May-29	May-27	May-26
Independence Day		July-4	July-4	July-4	July-4
Labor Day		Sept-5	Sept-4	Sept-2	Sept-1
Thanksgiving Day		Nov-24	Nov-23	Nov-28	Nov-27
Day after Thanksgiving		Nov-25	Nov-24	Nov-29	Nov-28
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-25

If one of the holidays listed above falls during the employee's vacation or on the employee's normal day off or if an employee is scheduled to work on a holiday, the employee will be allowed a regular workday off at a time determined by agreement between the employee and the department manager. If the department manager determines that it is not feasible to grant such other workday off, the employee shall be paid for any work performed on the holiday at the rate of time and one-half (1-1/2); provided that an employee who is entitled to pay for any such holiday if not worked shall receive such holiday pay in addition to the time and one-half (1-1/2) they are paid for working.

16.4 Floating Holidays

Beginning with the pay period commencing on December 26, 2011, five (5) Floating Holidays (40 hours) shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 17 of this MOU.

16.5 Deferred Holidays

A Deferred holiday may be earned by Local 39 shift employees who are required to work on a holiday as defined in Section 16.3 as a part of their regularly-scheduled work week, or if the holiday falls on the shift employee's regularly scheduled day off. A Deferred holiday may be requested at the option of the employee, to be banked in eight (8) hour increments, in accordance with Section 16.1. Employee requests for taking a Deferred holiday shall be approved in accordance with Section 17.2. All Deferred holidays earned by employees prior to December 31, 2011 will remain in effect with no expiration date or until used or paid out upon separation from employment. Deferred holidays earned on or after January 1, 2012 must be used within the calendar year earned, and if not used, a lump sum cash payout will be made to the employee on the last pay date of the calendar year. Employees may not defer holidays that occur in the last pay period of the calendar year.

Section 17. Employee Leave Bank

17.1 Eligibility

All Local 39 employees begin accruing Employee Leave (Leave) as defined in Section 17.4 from their hire date.

17.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee’s supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

17.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 10 of this MOU.

17.4 Employee Leave Accrual Rate

Employee vacation and floating holidays are combined and posted into one leave bank called the “Employee Leave Bank”, in accordance with the table below.

Employee leave bank accruals will be posted bi-weekly. Leave accrues on a pay period basis and the accrual rate is determined by the employee’s hire date. Example: For a full-time employee, the accrual rate during their first year of employment is 4.62 hours per pay period.

The following table shows the conversion of the leave into the new system and is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

All Employees			Annual	Annual	Hours
Year	Vac	Float	Days	Hours	PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	21	5	26	208	8.00
13	22	5	27	216	8.31
14	23	5	28	224	8.62

15	24	5	29	232	8.92
16	25	5	30	240	9.23

17.5 Employee Leave Pay at Termination

Upon termination of employment, an employee shall be paid the cash value of his/her accrued Leave at the time of termination in accordance with the above schedule on a prorated basis. If the employee owes the District for unearned Employee Leave bank, the actual time owed shall be invoiced to the employee.

17.6 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to one-hundred (100) hours total in that calendar year, provided that there is at least one-hundred (100) hours remaining after each such sell back.

Section 18. Sick Leave

18.1 Benefits

Full-time Local 39 employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave shall be posted bi-weekly.

Sick leave usage shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge for sick leave used shall be on the basis of one-quarter (0.25) hour for each one-quarter hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus and is not payable upon separation from employment with the District. Sick leave may not be used before it is credited. Sick leave benefits shall be administered in accordance with applicable state and federal laws.

If an employee leaves the employ of the District prior to the end of the calendar year, reconciliation of sick leave earned and taken to date of termination of employment shall be made. If the employee owes the District for unearned sick leave, the actual time owed shall be invoiced to the employee.

18.2 Notification Requirement

In order to receive compensation when absent on sick leave, if the need for sick leave is foreseeable, the employee shall notify his/her immediate supervisor one (1) hour prior to the time set for beginning his/her duties, unless the employee is prevented from doing so by an emergency.

18.3 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

18.4 Illness in the Immediate Family

Leaves for illness in the immediate family are administered in accordance with federal and state law. For the purpose of this Section 18.4, immediate family shall be defined in accordance with federal and state law.

18.5 Use of Sick Leave

Sick Leave may be used for purposes defined in the District's personnel rule for Sick Leave, and in accordance with federal and state law.

Section 19. Leaves of Absence

19.1 Leave without Pay

The General Manager may grant employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued Employee Leave bank is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee Leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

19.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. An employee, who serves on jury duty and receives payment for services, not including reimbursements for mileage or transportation expenses, shall submit said payment to District in accordance with Internal Revenue Service regulations.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of District employees.

19.4 Maternity Leave

Maternity Leave shall be subject to applicable Federal and State laws.

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined

by the Workers' Compensation Laws of the State of California, shall be entitled to industrial disability leave while so disabled for the period of such disability until such time as **a)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **b)** based upon a permanent and stationary finding in the worker's compensation matter; or **c)** retirement, whichever occurs first.

Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

An employee who is authorized by his/her supervisor to transport an injured employee to a medical facility shall suffer no loss of compensation for the time spent. Authorization shall not be unreasonably denied to an employee who transports an injured employee requiring immediate emergency care when supervision is not present at the site of injury or is unreachable by telephone or radio, provided the transporting employee calls his/her supervisor immediately upon arrival at the emergency medical facility.

19.6 Bereavement Leave

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section 19.6, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse or legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish proof of relationship. Sick leave may be used for the purpose of extending bereavement leave.

19.7 Catastrophic Leave Donation Bank

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section 19.7 has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without

pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a receiving employee shall not exceed three (3) months.
- (d) Leave time donations must be a minimum of one (1) hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8 hours per day/5 days per week work schedule for the duration of their leave.
- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.
- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that the receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section 19.7.

Section 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for employees is twelve (12) months. During the probationary period, an employee may be rejected at any time by the General Manager without cause and without the right of appeal. Employees who have already served a District probationary period and have accepted a different position within Local 39 shall serve a probationary period in that new job for six (6) months.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which he/she was promoted, provided the employee has not been discharged or disciplined pursuant to Section 22 of this Memorandum of Understanding.

Section 21. Layoff and Re-employment

The General Manager may lay off an employee in the classified service. The departments and classifications subject to layoff shall be determined by the General Manager on the basis of the administrative needs of the District. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the class are laid off.

Fifteen (15) calendar days prior to the effective date of the layoff of an employee in the classified service, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file and a copy will be sent to the Union.

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

An employee who is laid off shall not accrue or be eligible for any benefits including, but not limited to, Employee Leave Bank, sick leave, holidays, medical, dental, life insurance, vision care and safety shoes, except as subject to COBRA requirements. Any employee re-employed after a layoff shall retain sick leave accruals that the employee did not receive compensation for at the time of layoff.

Section 22. Discharge and Discipline

22.1 Right of Discharge and Discipline

The District shall have the right to discharge and discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and house rules and regulations, which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages during the term of this Memorandum of

Understanding, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding. Discipline shall be implemented within sixty (60) days of the District becoming aware of the situation causing the problem.

22.2 Appeals

If an employee feels he/she has been unjustly disciplined or discharged, he/she shall have the right to appeal his/her case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed the right of appeal is lost.

Any disciplined employee and the Union shall be furnished the reason for the disciplinary action in writing.

22.3 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) Union representatives and two (2) representatives of the District.

If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to non-binding arbitration for advisory opinion.

22.4 Arbitration

An employee may refer any appeal that remains unresolved after the Adjustment Board to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

On or after the date of the notice to invoke non-binding arbitration, the District will request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as an arbitrator. Representatives of the two parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the two parties will alternately strike an arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by lot. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

Upon conclusion of the arbitration hearing, the arbitrator will provide both the General Manager and the employee or Union with copies of his/her opinion on the merits of the appeal and the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party. The arbitrator's fees and expenses shall be borne equally by the parties. If either party requires a transcript that party will bear the entire cost of such transcript.

22.5 Board of Directors

Any appeal which has not been resolved by the procedures hereinabove set forth may be referred by the employee to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for decision. The Board of Directors shall render a decision on the

grievance based on all the material contained in the grievance file and the findings of the arbitrator.

Section 23. Personnel Files

An employee or his/her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents. On a good faith basis, the District will review and seal any warning letter that is more than two (2) years old on a rolling two (2) year basis.

Section 24. Grievance Procedure

A grievance shall be defined as any dispute arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this Memorandum of Understanding. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

The employee may proceed directly to a subsequent step in the Grievance Procedure if a supervisor, department head or other management person fails to comply with the time line requirement and an alternative mutually agreeable time line has not been agreed upon in writing. The General Manager may mediate at any step in this process. The grievance will have been settled based upon the most recent written decision if an appeal is not filed within the time line requirement and an alternative mutually agreeable time line has not been agreed upon in writing.

24.1 Initial Discussions

Any employee who believes that he/she has a grievance is encouraged to inform his/her immediate supervisor as soon as he/she decides that a grievance is being contemplated. Any immediate supervisor so notified will arrange a meeting time with the employee within five (5) working days of the verbal notification to discuss the nature of the complaint.

24.2 Filing Grievance

If the complaint is not resolved as a result of the Initial Discussion, or an Initial Discussion does not occur, the complaint is to be presented to the immediate supervisor in writing within twenty (20) working days of the date that the employee became aware, or should have become aware, of the act or occurrence. Within ten (10) working days of receipt of the written grievance, the immediate supervisor will schedule and meet with the employee and Union representative to discuss the grievance. Within ten (10) working days of the meeting, the immediate supervisor will issue a written decision regarding the complaint.

24.3 Appealing Decision

If the complaint is not resolved as a result of the immediate supervisor's written decision, an appeal is to be presented in writing to the department head in the department in which the employee works

within twenty (20) working days of the receipt of the written decision by the immediate supervisor. The appeal will state the reasons for disagreeing with the immediate supervisors' written decision. Within ten (10) working days of receipt of the appeal, the department head will schedule and meet with the employee and Union representative to discuss the appeal. Within ten (10) working days of the meeting, the department head will issue a written decision regarding the complaint.

24.4 Management Review

If the complaint is not resolved as a result of the department head's written decision, an appeal is to be presented in writing to the Human Resources Manager within twenty (20) working days of the receipt of the written decision by the Union from the department head. The appeal will state the reasons for disagreeing with the department head's written decision. Within twenty (20) working days of receipt of the appeal, the Organizational Services Manager and the Assistant General Manager will schedule and meet with the employee, Union representative, immediate supervisor and department head to discuss the appeal. If the appeal is from the work group under either of the Senior Managers hearing the appeal, the other Senior Manager will select the second review member. Within ten (10) working days of the meeting, a written decision regarding the complaint will be issued.

24.5 Arbitration

If the complaint is not resolved as a result of the Management Review written decision, an appeal is to be presented in writing to the Administrative Services Manager by the Union within twenty (20) working days of the receipt of the written decision from the Management Review requesting non-binding arbitration.

Within five (5) working days of receiving the written request for arbitration, District will request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as an arbitrator. The parties will meet within ten (10) working days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the District and the Union or employee will alternately strike an arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person will be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by lot. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

Upon conclusion of the arbitration hearing, the arbitrator will provide both the General Manager and the employee or the Union with copies of his/her opinion on the merits of the appeal and the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party.

The arbitrator's fees and expenses will be borne equally by the parties. If either party requires a transcript, that party will bear the entire cost of such transcript.

24.6 Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either of the parties to the Board of Directors within twenty (20) working days of receipt of the arbitrator's advisory opinion for decision. The Board of Directors shall render a decision on the grievance based on all the material contained in the grievance file and the findings of the arbitrator.

24.7 Pay Claims

No adjustments involving or concerning payment of compensation shall be retroactive for more than sixty (60) working days from the date the grievance is first filed in writing

Section 25. Miscellaneous

25.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his/her regular working hours. No emblem, badge, uniform or other employee identification shall be worn by any person while in the employment of someone other than the District.

25.2 Safety

Wearing of District approved safety shoes shall be a condition of employment and, where needed, the wearing of hard hats shall be a condition of employment.

25.3 Residency

Any person who is in "on call" status related to the water system must respond to the location of the incident within one (1) hour from the time the location of the incident and the need to respond is known or should have been known.

25.4 Safety Vests

The District will provide orange vests that are OSHA and District approved.

25.5 PERS Sick Leave

The District contracts with PERS for credit for unused sick leave.

25.6 Re-opener

On or about October 1 of each year of the Memorandum of Understanding, either party may request to meet and confer regarding one (1) non-economic item.

25.7 Professional Organizations

For each employee covered by this MOU, the District will pay for the employee's membership in up to two (2) professional/technical organizations related to the employee's classification. The District will also pay for one (1) professional/technical organization meeting per month, within the greater Bay Area, that the employee may choose to attend and in which the employee is a member. If the meeting occurs during regular working hours, the employee will receive compensation during attendance. If the meeting is during non-regular working hours, the employee will not be compensated for attendance. Other memberships and attendance will be determined on a case-by-case basis by the employee's supervisor.

Section 26. Separability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 27. Past Practices and Existing Memoranda of Understanding

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the District and the Union except Memoranda of Understanding between Union and District entitled "Regarding PERS Retirement Formula Enhancement" dated November 17, 2004.

Made and entered into this __th day of __ 2022.

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____
Daniel B. McIntyre, General Manager

By: _____
Carol Atwood, Administrative Services Director

By: _____
Michelle Gallardo, Human Resources & Risk Manager

ATTEST: _____
Nicole Genzale, District Secretary

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 39, AFL-CIO

By: _____
Jeff Gladieux, President, Local 39

By: _____
Bart Florence, Business Manager, Local 39

By: _____
Charlie Solt, Director of Public Employees, Local 39

By: _____
Matt Frediani, Business Representative, Local 39

By: _____
Kenneth Baxter, Shop Steward

By: _____
Sara Tom, Shop Steward

By: _____
Todd Millison, Shop Steward

Exhibit A: List of Non-Exempt Positions

As of the Effective Date of this MOU, the following positions are Non-Exempt positions as determined by application of the Fair Labor Standards Act:

Accounting Technician I	Mechanic I
Accounting Technician II	Mechanic II
Administrative Assistant I	Mechanic II - Crane Certified
Administrative Assistant II	Operator In Training
Construction Inspector I	Senior Electrician
Construction Inspector II	Senior Environmental Compliance Inspector
Electrician I	Senior Process WWTP Operator
Electrician II	Senior Instrumentation & Controls Technician
Engineering / GIS Technician I	Senior Mechanic
Engineering / GIS Technician II	Senior Mechanic - Crane Certified
Environmental Compliance Inspector I - CW	Senior Utility Billing & Customer Services
Environmental Compliance Inspector I - PT	Senior Water/Wastewater Systems Operator
Environmental Compliance Inspector II - CW	Senior WWTP Operator
Environmental Compliance Inspector II - PT	Utility Billing & Customer Field Technician I
Facilities & Safety Technician	Utility Billing & Customer Field Technician II
Information Systems Technician I	Utility Billing & Customer Services Representative I
Information Systems Technician II	Utility Billing & Customer Services Representative II
Laboratory Technician	Water/Wastewater Systems Operator II - On Call
Maintenance Worker I	Water/Wastewater Systems Operator I
Maintenance Worker II	Water/Wastewater Systems Operator II
	WWTP Operator I
	WWTP Operator II



TITLE: Approve Health Insurance Contribution for Calendar Year 2022 for Local 39 Employees

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, a health insurance premium contribution for the period of June 1, 2022, to December 31, 2022, for Local 39 employees.

DISCUSSION:

In mid-July of 2021, California Public Employees' Retirement System (CalPERS) notified contracting agencies of medical premium increases effective January 1 of the following calendar year. In accordance with contractual requirements of the Memoranda of Understanding (MOUs), Personal Service Agreements (PSAs), and Section 22892 of the Public Employees, Medical and Hospital Care Act, the Board adopts a resolution to revise the employer contribution towards health insurance premiums if there is a change to the employer contribution for the following calendar year. A copy of the resolution must be sent to CalPERS. On August 18, 2020, the Board adopted a resolution to set the employer contribution rate beginning January 1, 2021, for health insurance for Local 39 employees and the General Manager. On November 16, 2021, the Board adopted a resolution to set the employer contribution rate beginning January 1, 2022, for health insurance for Mid-Management Employees' Bargaining Unit (MEBU) employees. On December 21, 2021, the Board adopted a resolution to set the employer contribution rate beginning February 1, 2022, for health insurance for Local 21 employees and Unrepresented and Senior Management employees.

For MEBU, Unrepresented, Senior Management, Local 21, and Local 39 employees, the District's contribution is based on the plan year 2022 CalPERS Kaiser HMO Region 1 health premium rates. The maximum District monthly contribution rate for health insurance premiums will increase to the amounts as follows, effective January 1, 2022, for MEBU employees, February 1, 2022, for Unrepresented, Senior Management, and Local 21 employees, and June 1, 2022, for Local 39 employees:

Employee Only:	\$857.06
Employee + One:	\$1,714.12
Employee + Family:	\$2,228.36

For Local 39 employees, the District will administratively pick up the District's share of the medical premium cost for the months of January – May 2022, in accordance with the MOU approved just previous to this agenda item this evening.

For the General Manager, the District's contribution will remain unchanged from the contribution amounts approved by the Board on August 18, 2020, until such time as a Personal Service Agreement (PSA) amendment for the General Manager is approved by the Board. The maximum District monthly contribution rate for health insurance premiums will remain in the amounts as follows:

Employee Only:	\$797.00
Employee + One:	\$1,594.00
Employee + Family:	\$2,072.00

The District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above. Staff has also reviewed the requirements of the employer mandate under the Patient Protection and Affordable Care Act (PPACA) and has determined that the District meets compliance requirements.

Originating Department: Administrative Services	Contact: S. Koehler/C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
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)		
		54 of 167

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR LOCAL 39 EMPLOYEES

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, by Resolution No. 47-20, the Board of Directors approved the employer contribution for calendar year 2021 for Stationary Engineers, Local 39 (Local 39) employees and the General Manager at its regularly scheduled meeting on August 18, 2020; and

WHEREAS, there is no change to the employer contribution for calendar year 2022, as approved by Resolution No. 47-20, for the General Manager; and

WHEREAS, by Resolution No. 57-21, the Board of Directors approved the employer contribution for calendar year 2022 for Mid-Management Bargaining Unit (MEBU) employees; and

WHEREAS, by Resolution No. 68-21, the Board of Directors approved the employer contribution for calendar year 2022 for the International Federation of Professional and Technical Engineers, Local 21 (Local 21) employees, Unrepresented employees, and Senior Management employees; and

WHEREAS, the Board of Directors approved the Memorandum of Understanding (MOU) between the District and Local 39, effective December 13, 2021, through December 21, 2025, earlier in this regularly scheduled meeting; and

WHEREAS, the specific language of this labor agreement establishes the employer's monthly health benefit contribution for calendar year 2022, and shall remain in effect under the current amount until such time as a new amount has been specified by successor resolution.

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:

Res. No. _____

(a) The employer contribution for each employee or annuitant for Local 39 shall be the amount necessary to pay the full cost of their enrollment, including the enrollment of eligible family members, in a health benefit plan or plans, effective on June 1, 2022, up to a maximum of:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
002 Mid-Management Monthly	No Change	No Change	No Change
003 Senior Management Monthly	No Change	No Change	No Change
004 Unrepresented Monthly	No Change	No Change	No Change
005 Local 39 Monthly	\$857.06	\$1,714.12	\$2,228.36
011 Local 21 Monthly	No Change	No Change	No Change
013 General Manager Monthly	No Change	No Change	No Change
007 Mid-Management Hourly	No Change	No Change	No Change
008 Senior Management Hourly	No Change	No Change	No Change
009 Unrepresented Hourly	No Change	No Change	No Change
010 Local 39 Hourly	\$428.53	\$857.06	\$1,114.18
012 Local 21 Hourly	No Change	No Change	No Change

Plus administrative fees and Contingency Reserve Fund assessments and be it further resolved;

(b) Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further resolved;

(c) That the participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an “agency or instrumentality of the State or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Dublin San Ramon Services District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, California Public Employees' Retirement System (CalPERS) may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further resolved;

(d) That the executive body appoint and direct, and it does hereby appoint and direct, Nicole Genzale, District Secretary, to file with the Board a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

Res. No. _____

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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary



TITLE: Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 5-22

RECOMMENDATION:

Staff recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 5-22.

DISCUSSION:

Cost-of-living adjustments for the District’s bargaining groups are governed by approved memoranda of understanding (MOUs). Under California Retirement law, after implementation of changes to salaries, the District is required to document the updated salaries in a publicly available pay schedule, as a “sunshine law” requirement.

Per Resolution No. 5-22, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

The pay schedule has been updated with the corresponding base salary increase and effective date for the District salary range following the application of the cost-of-living-adjustment salary increase (4%) provided in District MOU for the Stationary Engineers, Local 39 (Local 39) approved by the Board earlier this evening.

The regulation specifies that compensation earnable is defined in statute and further clarified by California Code of Regulations, Title 2, Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to the California Public Employees’ Retirement System (CalPERS). This pay schedule shall reflect salaries in place effective retroactive to December 13, 2021 and previously agreed to by the District in accordance with MOUs and the Unrepresented Salary and Benefits Resolution.

Originating Department: Administrative Services	Contact: S. Koehler/ C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
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)	58 of 167	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING RESOLUTION NO. 5-22

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 5-22, the Board-adopted pay schedule was approved on January 18, 2022; and

WHEREAS, the Mid-Management Employees' Bargaining Unit (MEBU) have met in good faith and agreed to labor contracts effective December 13, 2021, through December 21, 2025; and

WHEREAS, the International Federation of Professional and Technical Engineers, Local 21 (Local 21) have met in good faith and agreed to labor contracts effective December 13, 2021, through December 21, 2025; and

WHEREAS, the Board adopted the Unrepresented Salary and Benefits resolution, effective December 13, 2021; and

WHEREAS, the Stationary Engineers, Local 39 (Local 39) have met in good faith and agreed to labor contracts effective December 13, 2021, through December 21, 2025; and

WHEREAS, the specific language of the labor contracts and salary and benefits resolution establish new base salaries effective the first day of the first pay period of calendar year 2022.

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. That the pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 5-22 attached as Exhibit "B" is hereby rescinded.

2. The pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

Res. No. _____

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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).
Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

Non-Exempt, Hourly Classifications	Exempt	Code	Effective Date	Resolution #	Monthly Salary					Hourly Pay Rate				
					Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT I	H	pacct1	12/13/2021	67-21	8,442	8,864	9,309	9,774	10,261	48.7038	51.1385	53.7058	56.3885	59.1981
ACCOUNTING TECHNICIAN I	H	cactc1	12/13/2021	TBD	6,648	6,980	7,329	7,695	8,080	38.3538	40.2692	42.2827	44.3942	46.6154
ACCOUNTING TECHNICIAN II	H	cactc2	12/13/2021	TBD	7,312	7,678	8,062	8,465	8,888	42.1846	44.2962	46.5115	48.8365	51.2769
ADMINISTRATIVE ASSISTANT I	H	cadass1	12/13/2021	TBD	5,598	5,878	6,172	6,481	6,805	32.2962	33.9115	35.6077	37.3904	39.2596
ADMINISTRATIVE ASSISTANT II	H	cadass2	12/13/2021	TBD	6,159	6,467	6,790	7,129	7,485	35.5327	37.3096	39.1731	41.1288	43.1827
ADMINISTRATIVE ASSISTANT II (y-rated)	H	ycadas2	12/13/2021	TBD	0	0	0	0	8,419	0.0000	0.0000	0.0000	0.0000	48.5712
ADMINISTRATIVE ASSISTANT I - CONFIDENTIAL	H	hadass1	12/13/2021	59-21	5,877	6,171	6,480	6,805	7,145	33.9058	35.6019	37.3846	39.2596	41.2212
ADMINISTRATIVE ASSISTANT II - CONFIDENTIAL	H	hadass2	12/13/2021	59-21	6,466	6,789	7,128	7,485	7,859	37.3038	39.1673	41.1231	43.1827	45.3404
ADMINISTRATIVE ASSISTANT II - CONFIDENTIAL (y-rated)	H	yhadas2	12/13/2021	59-21	0	0	0	0	8,226	0.0000	0.0000	0.0000	0.0000	47.4577
CONSTRUCTION INSPECTOR I	H	ccoin1	12/13/2021	TBD	8,274	8,688	9,122	9,578	10,057	47.7346	50.1231	52.6269	55.2577	58.0212
CONSTRUCTION INSPECTOR II	H	ccoin2	12/13/2021	TBD	9,100	9,555	10,033	10,535	11,062	52.5000	55.1250	57.8827	60.7788	63.8192
ELECTRICIAN I	H	celec1	12/13/2021	TBD	8,087	8,491	8,916	9,362	9,830	46.6558	48.9865	51.4385	54.0115	56.7115
ELECTRICIAN II	H	celec2	12/13/2021	TBD	8,897	9,342	9,809	10,299	10,814	51.3288	53.8962	56.5904	59.4173	62.3885
ENGINEERING/GIS TECHNICIAN I	H	centc1	12/13/2021	TBD	7,575	7,954	8,352	8,770	9,209	43.7019	45.8885	48.1846	50.5962	53.1288
ENGINEERING/GIS TECHNICIAN II	H	centc2	12/13/2021	TBD	8,335	8,752	9,190	9,649	10,131	48.0865	50.4923	53.0192	55.6673	58.4481
ENVIRONMENTAL CHEMIST I	H	pench1	12/13/2021	67-21	8,702	9,137	9,593	10,076	10,577	50.2038	52.7135	55.3442	58.1308	61.0212
ENVIRONMENTAL COMPLIANCE INSPECTOR I (CLEAN WATER)	H	cecic1	12/13/2021	TBD	7,395	7,765	8,153	8,561	8,989	42.6635	44.7981	47.0365	49.3904	51.8596
ENVIRONMENTAL COMPLIANCE INSPECTOR I (CLEAN WATER) (y-rated)	H	yccecic1	12/13/2021	TBD	0	0	0	0	9,357	0.0000	0.0000	0.0000	0.0000	53.9827
ENVIRONMENTAL COMPLIANCE INSPECTOR II (CLEAN WATER)	H	cecic2	12/13/2021	TBD	8,134	8,541	8,968	9,416	9,887	46.9269	49.2750	51.7385	54.3231	57.0404
ENVIRONMENTAL COMPLIANCE INSPECTOR II (CLEAN WATER) (y-rated)	H	yccecic2	12/13/2021	TBD	0	0	0	0	10,292	0.0000	0.0000	0.0000	0.0000	59.3769
ENVIRONMENTAL COMPLIANCE INSPECTOR I (PRETREATMENT)	H	cecip1	12/13/2021	TBD	8,007	8,407	8,827	9,268	9,731	46.1942	48.5019	50.9250	53.4692	56.1404
ENVIRONMENTAL COMPLIANCE INSPECTOR II (PRETREATMENT)	H	cecip2	12/13/2021	TBD	8,808	9,248	9,710	10,195	10,705	50.8154	53.3538	56.0192	58.8173	61.7596
FACILITIES AND SAFETY TECHNICIAN	h	cfastc	12/13/2021	TBD	7,502	7,877	8,271	8,685	9,119	43.2808	45.4442	47.7173	50.1058	52.6096
HUMAN RESOURCES ANALYST I	H	hhran1	12/13/2021	59-21	9,319	9,785	10,273	10,789	11,329	53.7635	56.4519	59.2673	62.2442	65.3596
HUMAN RESOURCES TECHNICIAN	H	hhrtc	12/13/2021	59-21	7,503	7,877	8,269	8,683	9,119	43.2865	45.4442	47.7058	50.0942	52.6096
INFORMATION TECHNOLOGY ANALYST I	H	pitan1	12/13/2021	67-21	9,963	10,458	10,982	11,532	12,108	57.4788	60.3346	63.3577	66.5308	69.8538
INFORMATION TECHNOLOGY TECHNICIAN I	H	cistc1	12/13/2021	TBD	7,224	7,585	7,964	8,362	8,780	41.6769	43.7596	45.9462	48.2423	50.6538
INFORMATION TECHNOLOGY TECHNICIAN II	H	cistc2	12/13/2021	TBD	7,946	8,343	8,760	9,198	9,658	45.8423	48.1327	50.5385	53.0654	55.7192
INSTRUMENTATION AND CONTROLS TECHNICIAN I	H	cinstrc	12/13/2021	TBD	8,726	9,162	9,620	10,101	10,606	50.3423	52.8577	55.5000	58.2750	61.1885
INSTRUMENTATION AND CONTROLS TECHNICIAN I (y-rated)	H	ycinstrc	12/13/2021	TBD	0	0	0	0	10,628	0.0000	0.0000	0.0000	0.0000	61.3154
INSTRUMENTATION AND CONTROLS TECHNICIAN II	H	copcss	12/13/2021	TBD	9,598	10,078	10,582	11,111	11,667	55.3731	58.1423	61.0500	64.1019	67.3096
INSTRUMENTATION, CONTROLS, AND ELECTRICAL SUPERVISOR	H	meisup	12/13/2021	54-21	12,669	13,303	13,968	14,667	15,400	73.0904	76.7481	80.5846	84.6173	88.8462
JUNIOR ENGINEER	H	pireng	12/13/2021	67-21	9,255	9,715	10,203	10,710	11,247	53.3942	56.0481	58.8635	61.7885	64.8865
LABORATORY TECHNICIAN	H	clabtc	12/13/2021	TBD	7,579	7,958	8,356	8,774	9,213	43.7250	45.9115	48.2077	50.6192	53.1519
LABORER - TEMPORARY/RA	H	tlabor	6/5/2018	28-18	0	0	3,987	4,160	4,334	0.0000	0.0000	23.0000	24.0000	25.0000
MAINTENANCE WORKER I	H	cmtwk1	12/13/2021	TBD	6,422	6,743	7,080	7,434	7,806	37.0500	38.9019	40.8462	42.8885	45.0346
MAINTENANCE WORKER II	H	cmtwk2	12/13/2021	TBD	7,065	7,418	7,789	8,178	8,587	40.7596	42.7962	44.9365	47.1808	49.5404
MANAGEMENT ANALYST I	H	padan1	12/13/2021	67-21	8,847	9,289	9,753	10,241	10,753	51.0404	53.5904	56.2673	59.0827	62.0365
MECHANIC I	H	cmec1	12/13/2021	TBD	7,437	7,809	8,199	8,609	9,039	42.9058	45.0519	47.3019	49.6673	52.1481
MECHANIC II	H	cmec2	12/13/2021	TBD	8,181	8,590	9,019	9,470	9,943	47.1981	49.5577	52.0327	54.6346	57.3635
MECHANIC II (CRANE CERTIFIED)	H	cmeccc	12/13/2021	TBD	8,386	8,805	9,245	9,707	10,192	48.3808	50.7981	53.3365	56.0019	58.8000
MECHANICAL SUPERVISOR	H	mmesup	12/13/2021	54-21	10,724	11,260	11,824	12,418	13,034	61.8692	64.9615	68.2154	71.6423	75.1962
OPERATOR-IN-TRAINING	H	cwtptot	12/13/2021	TBD	6,338	6,655	6,988	7,337	7,704	36.5654	38.3942	40.3154	42.3288	44.4462
SENIOR ELECTRICIAN	H	csrelect	12/13/2021	TBD	9,787	10,276	10,790	11,330	11,896	56.4635	59.2846	62.2500	65.3654	68.6308
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR	H	csreci	12/13/2021	TBD	9,689	10,173	10,682	11,216	11,777	55.8981	58.6904	61.6269	64.7077	67.9442
SENIOR INSTRUMENTATION AND CONTROLS TECHNICIAN	H	csrictech	12/13/2021	TBD	10,559	11,087	11,641	12,223	12,834	60.9173	63.9635	67.1596	70.5173	74.0423
SENIOR MECHANIC	H	csrmec	12/13/2021	TBD	9,000	9,450	9,922	10,418	10,939	51.9231	54.5192	57.2423	60.1031	63.1076

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

SENIOR MECHANIC (CRANE CERTIFIED)	H	csrmcc	12/13/2021	TBD	9,225	9,686	10,170	10,678	11,212	53.2212	55.8808	58.6731	61.6038	64.6846
SENIOR PROCESS WASTEWATER TREATMENT PLANT OPERATOR	H	cwtpo5	12/13/2021	TBD	9,725	10,211	10,722	11,258	11,821	56.1058	58.9096	61.8577	64.9500	68.1981
SENIOR UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE	H	ccsrp3	12/13/2021	TBD	7,587	7,966	8,364	8,782	9,221	43.7712	45.9577	48.2538	50.6654	53.1981
SENIOR WASTEWATER TREATMENT PLANT OPERATOR	H	cswtpo	12/13/2021	TBD	8,822	9,263	9,726	10,212	10,723	50.8962	53.4404	56.1115	58.9154	61.8635
SENIOR WATER/WASTEWATER SYSTEMS OPERATOR	H	cwwslo	12/13/2021	TBD	9,634	10,116	10,622	11,153	11,711	55.5808	58.3615	61.2808	64.3442	67.5635
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN I	H	ccfdr1	12/13/2021	TBD	6,269	6,582	6,911	7,257	7,620	36.1673	37.9731	39.8712	41.8673	43.9615
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN II	H	ccfdr2	12/13/2021	TBD	6,896	7,241	7,603	7,983	8,382	39.7846	41.7750	43.8635	46.0558	48.3577
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE I	H	ccsrp1	12/13/2021	TBD	5,476	5,750	6,037	6,339	6,656	31.5923	33.1731	34.8288	36.5712	38.4000
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE II	H	ccsrp2	12/13/2021	TBD	6,024	6,325	6,641	6,973	7,322	34.7538	36.4904	38.3135	40.2288	42.2423
WASTEWATER TREATMENT PLANT OPERATOR I	H	cwtpo1	12/13/2021	TBD	7,290	7,654	8,037	8,439	8,861	42.0577	44.1577	46.3673	48.6865	51.1212
WASTEWATER TREATMENT PLANT OPERATOR II	H	cwtpo2	12/13/2021	TBD	8,020	8,421	8,842	9,284	9,748	46.2692	48.5827	51.0115	53.5615	56.2385
WASTEWATER TREATMENT PLANT SUPERVISOR	H	mwtpsu	12/13/2021	54-21	11,511	12,086	12,690	13,324	13,991	66.4096	69.7269	73.2115	76.8692	80.7173
WATER/WASTEWATER SYSTEMS OPERATOR I	H	cwwso2	12/13/2021	TBD	7,768	8,156	8,564	8,992	9,442	44.8154	47.0538	49.4077	51.8769	54.4731
WATER/WASTEWATER SYSTEMS OPERATOR II	H	cwwso4	12/13/2021	TBD	8,544	8,971	9,420	9,891	10,386	49.2923	51.7558	54.3462	57.0635	59.9192
WATER/WASTEWATER SYSTEMS OPERATOR II (ON CALL)	H	cww4oc	12/13/2021	TBD	8,758	9,196	9,656	10,139	10,646	50.5269	53.0538	55.7077	58.4942	61.4192
WATER/WASTEWATER SYSTEMS SUPERVISOR	H	mwwssp	12/13/2021	54-21	11,562	12,140	12,747	13,385	14,054	66.7038	70.0385	73.5404	77.2212	81.0808

Exempt Classifications	Exempt	Code	Effective Date	Resolution #	Monthly Salary					Bi-Weekly Pay Rate				
					Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT II	S	pacct2	12/13/2021	67-21	9,286	9,750	10,238	10,750	11,287	4285.85	4500.00	4725.23	4961.54	5209.38
ADMINISTRATIVE SERVICES DIRECTOR	S	asm	12/13/2021	59-21	17,243	18,105	19,010	19,961	20,959	7958.3077	8356.1538	8773.8462	9212.7692	9673.38
ASSISTANT ENGINEER	S	paseng	12/13/2021	67-21	10,179	10,688	11,222	11,783	12,372	4698.00	4932.92	5179.38	5438.31	5710.15
ASSISTANT GENERAL MANAGER	S	agmgr	12/13/2021	59-21	18,537	19,464	20,437	21,459	22,533	8555.54	8983.38	9432.46	9904.15	10399.85
ASSOCIATE ENGINEER	S	paesme	12/13/2021	67-21	11,705	12,290	12,905	13,550	14,228	5402.31	5672.31	5956.15	6253.85	6566.77
CLEAN WATER PROGRAMS ADMINISTRATOR	S	pcwpsp	12/13/2021	67-21	10,946	11,493	12,068	12,671	13,305	5052.00	5304.46	5569.85	5848.15	6140.77
ENGINEERING SERVICES DIRECTOR	S	esm	1/3/2022	59-21	17,243	18,105	19,010	19,961	20,959	7958.3077	8356.1538	8773.8462	9212.7692	9673.38
ENVIRONMENTAL CHEMIST II	S	pench2	12/13/2021	67-21	9,571	10,050	10,552	11,080	11,634	4417.38	4638.46	4870.15	5113.85	5369.54
ENVIRONMENTAL HEALTH AND SAFETY PROGRAMS ADMINISTRATOR	S	pehsa	12/13/2021	67-21	10,730	11,265	11,828	12,421	13,041	4952.31	5199.23	5459.08	5732.77	6018.92
EXECUTIVE SERVICES SUPERVISOR	S	messup	12/13/2021	54-21	12,153	12,761	13,399	14,069	14,772	5609.08	5889.69	6184.15	6493.38	6817.85
EXECUTIVE SERVICES SUPERVISOR (y-rated)	S	ymessup	12/13/2021	54-21	12,635	13,267	13,931	14,624	15,357	5831.54	6123.23	6429.69	6749.54	7087.85
FINANCIAL ANALYST	S	pfinan	12/13/2021	67-21	10,451	10,973	11,523	12,098	12,702	4823.54	5064.46	5318.31	5583.69	5862.46
FINANCIAL SERVICES MANAGER	S	mfssup	12/13/2021	54-21	14,370	15,087	15,841	16,635	17,464	6632.31	6963.23	7311.23	7677.69	8060.31
GENERAL MANAGER	S	gm	12/17/2018	56-18	0	0	0	0	24,167	0.0000	0.0000	0.0000	0.0000	11154.00
GIS ANALYST	S	pgisa2	12/13/2021	67-21	10,665	11,200	11,758	12,346	12,965	4922.31	5169.23	5426.77	5698.15	5983.85
HUMAN RESOURCES ANALYST II	S	hhran2	12/13/2021	59-21	10,251	10,764	11,303	11,867	12,461	4731.23	4968.00	5216.77	5477.08	5751.23
HUMAN RESOURCES AND RISK MANAGER	S	mhrsup	12/13/2021	59-21	13,304	13,970	14,667	15,400	16,171	6140.31	6447.69	6769.38	7107.69	7463.54
INFORMATION TECHNOLOGY ANALYST II	S	pitan2	12/13/2021	67-21	10,957	11,505	12,080	12,684	13,318	5057.08	5310.00	5575.38	5854.15	6146.77
INFORMATION TECHNOLOGY MANAGER	S	missup	12/13/2021	54-21	14,306	15,020	15,772	16,563	17,392	6602.77	6932.31	7279.38	7644.46	8027.08
LABORATORY AND ENVIRONMENTAL COMPLIANCE MANAGER	S	mlbsup	12/13/2021	54-21	12,355	12,972	13,622	14,301	15,018	5702.31	5987.08	6287.08	6600.46	6931.38
MANAGEMENT ANALYST II	S	padan2	12/13/2021	67-21	9,731	10,218	10,729	11,265	11,828	4491.23	4716.00	4951.85	5199.23	5459.08
MECHANICAL SUPERINTENDENT	S	mmspt	12/13/2021	54-21	12,868	13,512	14,188	14,897	15,642	5939.08	6236.31	6548.31	6875.54	7219.38
OPERATIONS COMPLIANCE MANAGER	S	mocsup	12/13/2021	54-21	14,198	14,908	15,654	16,437	17,259	6552.92	6880.62	7224.92	7586.31	7965.69
OPERATIONS DIRECTOR	S	om	12/13/2021	59-21	17,243	18,105	19,010	19,961	20,959	7958.3077	8356.1538	8773.8462	9212.7692	9673.38
PRETREATMENT PROGRAMS ADMINISTRATOR	S	pprepa	12/13/2021	67-21	10,128	10,634	11,166	11,724	12,310	4674.46	4908.00	5153.54	5411.08	5681.54
PRINCIPAL ELECTRICAL ENGINEER	S	mprees	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PRINCIPAL ENGINEER	S	mpreng	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PRINCIPAL WATER/WASTEWATER SYSTEMS ENGINEER	S	mpwwse	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PUBLIC AFFAIRS SPECIALIST	S	pcoms2	12/13/2021	67-21	9,675	10,159	10,667	11,201	11,761	4465.38	4688.77	4923.23	5169.69	5428.15
PUBLIC AFFAIRS SUPERVISOR	S	pcasup	12/13/2021	54-21	12,315	12,930	13,578	14,258	14,971	5683.85	5967.69	6266.77	6580.62	6909.69
SENIOR ENGINEER	S	msengs	12/13/2021	54-21	13,158	13,816	14,507	15,232	15,993	6072.92	6376.62	6695.54	7030.15	7381.38
SENIOR ENVIRONMENTAL CHEMIST	S	psrech	12/13/2021	67-21	10,530	11,056	11,609	12,189	12,798	4860.00	5102.77	5358.00	5625.69	5906.77

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

SENIOR HUMAN RESOURCES ANALYST	S	ushra	1/18/2022	4-22	11,276	11,840	12,432	13,054	13,707	5204.31	5464.62	5737.85	6024.92	6326.35
UTILITY BILLING AND CUSTOMER SERVICES SUPERVISOR	S	mcssup	12/13/2021	54-21	11,084	11,637	12,218	12,830	13,472	5115.69	5370.92	5639.08	5921.54	6217.85
VISUAL COMMUNICATIONS SPECIALIST	S	pgrptc	12/13/2021	67-21	9,675	10,159	10,667	11,201	11,761	4465.38	4688.77	4923.23	5169.69	5428.15
WASTEWATER TREATMENT PLANT OPERATIONS SUPERINTENDENT	S	mwtpos	12/13/2021	54-21	14,575	15,304	16,069	16,873	17,716	6726.92	7063.38	7416.46	7787.54	8176.62
WATER/WASTEWATER SYSTEMS SUPERINTENDENT	S	mwwsom	12/13/2021	54-21	13,876	14,569	15,297	16,062	16,865	6404.31	6724.15	7060.15	7413.23	7783.85

RESOLUTION NO. 5-22

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING RESOLUTION NO. 69-21

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 69-21, the Board-adopted pay schedule was approved on December 21, 2021; and

WHEREAS, the Board adopted the Unrepresented Salary and Benefits Resolution, effective December 13, 2021, through December 21, 2025; and

WHEREAS, the Board Resolution No. 59-21 provides for a cost-of-living increase to be applied to the Engineering Services Director position effective January 3, 2022, in the amount of four percent (4%) of the base salary; and

WHEREAS, the pay schedule has been updated to reflect the new base salary of the Engineering Services Director position and the new Senior Human Resources Analyst position approved by the Board of Directors just previous to this item at this evening's regular meeting.

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. That the pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 69-21 attached as Exhibit "B" is hereby rescinded.
2. The pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

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 18th day of January, 2022, and passed by the following vote:

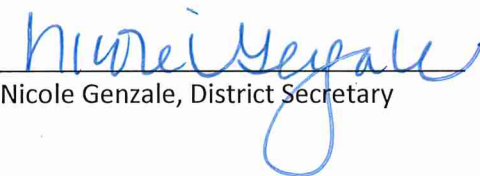
AYES: 5 – Directors Marisol Rubio, Georgan M. Vonheeder-Leopold, Ann Marie Johnson, Arun Goel, Richard M. Halket

NOES: 0

ABSENT: 0



Richard M. Halket, President

ATTEST: 

Nicole Genzale, District Secretary



TITLE: Approve a Minor Revision to the Agreement with the City of Livermore and the City of Pleasanton for a Temporary Joint Residential Recycled Water Fill Station

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, a minor revision to the agreement with the City of Livermore and the City of Pleasanton for a Temporary Joint Residential Recycled Water Fill Station.

DISCUSSION:

At the March 15, 2022 Board meeting, the Board approved an agreement with the City of Livermore and City of Pleasanton for a Temporary Joint Residential Recycled Water Fill Station. The Board item outlined the terms and conditions of the agreement. The agreement set an annual program fee of \$100 for users of the fill station. The City of Livermore approved the agreement on March 14. The City of Pleasanton met on March 15 and approved the agreement; however, the City Council approval is only valid if the annual program fee is set at \$150. The City of Livermore has agreed to an annual program fee of \$150.

Staff recommends that the Board approve this minor revision to the agreement to adjust the annual user program fee from \$100 to \$150.

Originating Department: Engineering Services	Contact: S. Delight	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)		



TITLE: Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget for Fiscal Years 2022 and 2023 to Increase the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) Budget, and Award Construction Agreement to Marshall Brothers Enterprises, Inc. for the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026)

RECOMMENDATION:

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

1. Approve, by Resolution, an amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget to increase the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) budget by \$1,755,000, from \$50,000 to \$1,805,000.
2. Award, by Motion, a construction agreement for the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) to Marshall Brothers Enterprises, Inc., the lowest responsive, responsible bidder, in the amount of \$1,466,292.91.

DISCUSSION:

The Board previously directed staff to work out the details for a joint venture with the Cities of Pleasanton and Livermore ("Cities") to design, construct, and operate a temporary Tri-Valley Residential Fill Station at the DSRSD's vacant Gleason property. The agreement was approved on March 15, 2022. Concurrently, staff worked with the Cities to design the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) ("Project").

The Project will construct a recycled water fill station for residential users during periods of mandatory potable water conservation for irrigation. The scope of work includes clearing, grubbing, and grading of approximately 1.5 acres; connections to the existing recycled water distribution system; and the construction of the temporary recycled fill station which will consist of new plumbing improvements for 40 hose connections to support filling operations, new driveways to enter and exit the site, and pervious pavement and surface drainage facilities.

The bid period for the Project began on Thursday, March 17, 2022, and two bids ranging from \$1,466,292.91 to \$1,748,260.00 were received on Tuesday, March 29, 2022. The engineer's estimate was \$970,000. The low bid was received from Marshall Brothers Enterprises, Inc. and contained no irregularities. Attachment 1 provides a summary of the bid results. Staff recommends the Board award the construction contract for the Project to Marshall Brothers Enterprises, Inc.

The Project is 100% funded by Water Replacement (Fund 610). Staff requests a budget increase of \$1,755,000 from the existing project budget of \$50,000 to \$1,805,000 to complete the Project. The increase will cover the costs for design services, construction of the Project, DSRSD inspection services, and staff time. The total cost of the Project is shared equally amongst the partner agencies. At project completion, DSRSD will be reimbursed its proportionate share.

A Notice of Exemption for the Project per California Environmental Quality Act ("CEQA") was filed on February 3, 2022. The Project is exempt from CEQA pursuant to CEQA Guidelines 15301(b), 15303(d), 15304(a), and 15304(e).

The contract time for the Project is 60 calendar days and is estimated to be completed by early June 2022.

Originating Department: Engineering Services	Contact: S. Mann/S. Delight	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$1,805,000 (\$1,466,292.91 for Award) from Water Replacement (Fund 610)	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <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	



**Results of Bid Opening for
Joint Temporary Recycled Water Fill Station Project (CIP 22-R026)
Tuesday, March 29, 2022 @ 2 p.m.**

Engineer's Estimate: \$ 970,000

No.	Name of Bidder				Bid Amount
1	Marshall Brothers Enterprises, Inc., Livermore, CA				\$ 1,466,292.91
2	Saboo Inc., Brentwood, CA				\$ 1,748,260.00

Contractor/Subcontractor	Contractor License No.	PWC Registration No.	Location	Trade	Amount of Work to be Performed
Marshall Brothers Enterprises, Inc.					
RJA	n/a	1000034595	Pleasanton, CA	Construction staking	\$ 14,000
ASI	808560	1000017246	Milpitas, CA	Asphalt, concrete	\$ 364,984
Chrisp Company	374600	1000000306	Fremont, CA	Striping	\$ 10,295
Saboo Inc.					
Peter Ellis Const.	476364	1000690442	American Canyon, CA	Grading, concrete, excavation	20%
G&S Paving Inc.	968450	1000742136	Oakley, CA	Paving	7%
Compass Eng.	868996	1000003328	Hayward, CA	Striping	21%

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM TEN-YEAR PLAN AND TWO-YEAR BUDGET FOR FISCAL YEARS ENDING 2022 AND 2023 TO INCREASE THE JOINT TEMPORARY RECYCLED WATER FILL STATION PROJECT (CIP 22-R026) BUDGET

WHEREAS, the Board of Directors approved the District’s Capital Improvement Program (“CIP”) Ten-Year Plan for Fiscal Years Ending (FYE) 2022 through 2031 (“CIP Plan”) on June 1, 2021, to serve as a budgetary planning document providing direction and guidance, in accordance with District policies, for the replacement and improvement of existing District facilities and the construction of new facilities; and

WHEREAS, the Board of Directors adopted the current CIP Two-Year Budget for Fiscal Years Ending 2022 and 2023 (“CIP Budget”) on June 1, 2021, authorizing fund budgets for Fiscal Years 2022 and 2023 to meet the District’s capital infrastructure needs; and

WHEREAS, the CIP Plan includes the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) with a budget of \$50,000; and

WHEREAS, staff recommends an increase to the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) by \$1,755,000, from \$50,000 to \$1,805,000.

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 Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) is hereby increased to a total budget of \$1,805,000 in the CIP Two-Year Budget for Fiscal Years Ending 2022 and 2023, in accordance with the project description sheet attached as 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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD CIP 10-Year Plan for FYEs 2022 through 2031

CATEGORY: WATER SYSTEM

Water Replacement (Fund 610)

CIP No. 22-R026 Joint Temporary Recycled Water Fill Station

Funding Allocation: 100% 610

Project Manager: Sukhpreet Mann

Status: Project from Program

Project Summary:

The project will construct a new temporary joint residential recycled water fill station on DSRSD's Gleason Property, located at the northeast corner of Arnold Drive and Gleason Drive, in Dublin. The project will include grading, paving, and piping to support 66 fill station spaces at the site. The temporary fill station will only be open to the public during the periods of mandatory potable water conservation.

CEQA: Categorical Exemption [CEQA Guideline 15301(b), 15303(d), 15304(a), 15304(e)]

Reference: To be determined.

Fund Allocation Basis:

10-Year Cash Flow and Estimated Project Cost:

Prior	FYE 22	FYE 23	FYE 24	FYE 25	FYE 26	FYE 27	FYE 28	FYE 29	FYE 30	FYE 31	Future
0	1,805,000	0	0	0	0	0	0	0	0	0	0

Total Estimated Project Cost \$1,805,000

Current Adopted Budget \$0

Increase/(Decrease) \$1,805,000

TITLE: Public Hearing: Establish Water Capacity Reserve Fees and Rescind Resolution No. 38-16

RECOMMENDATION:

Staff recommends the Board of Directors hold a public hearing and adopt, by Resolution, Water Capacity Reserve Fees under District Code Sections 3.70.010(A) and 3.70.010(B) and rescind Resolution No. 38-16.

SUMMARY:

District capacity reserve fees are periodically reviewed to ensure that the fees provide adequate revenue to fund capital improvements to meet future growth-related needs and that the necessary infrastructure to service new or expanded connections are provided in an equitable cost-based manner. The District engaged with HDR Engineering, Inc. (HDR) to update water capacity reserve fees, which were last reviewed in 2016. The water capacity reserve fee for a standard 5/8" meter is proposed to increase \$1,345 (9.63%). Water capacity reserve fees for meters greater than 5/8" are proposed to be based in proportion to the maximum continuous flow rate capacity of a 5/8" meter as defined by the American Water Works Association (AWWA). This increase aligns to the most recent Engineering News-Record Construction Cost Index (March 2022) increase of 8.87%. The draft fee study is included as Attachment 1.

Staff recommends that the Board adopt the proposed water capacity reserve fees with an effective date of July 1, 2022. Water capacity reserve fees are also proposed to be annually adjusted by the Engineering News Record Construction Cost Index beginning July 1, 2023. The annual adjustment would apply to both the buy-in and expansion components of the proposed fee except the portion of the expansion component related to outstanding debt.

DISCUSSION:

The AWWA M-1 Manual references three generally accepted methods in establishing capacity reserve fees:

- Buy-in Method – Based on the value of the existing system’s capacity. Typically used when the existing system has remaining capacity to serve new development now and into the future.
- Incremental Cost Method – Based on the value or cost to expand the existing systems’ capacity. Typically used when the existing system has limited or no capacity to serve new development and new or incremental facilities are needed to serve new development now and into the future.
- Combined Approach – Based on a blended value of both the existing and expanded system’s capacity. Typically used where some capacity is available in parts of the existing system, but new or incremental capacity will need to be built in other parts to serve new development at some point in the future.

HDR has maintained the District’s historical methodology (combined method) in development of the proposed fees. Fees developed under the combined method will be comprised of two components: a buy-in component and an expansion component.

The buy-in component is primarily based on the value of the existing system. The District has historically utilized the Replacement Cost New Less Depreciation (RCNLD) valuation method for determining the buy-in component. For the 2022 study, staff utilized the District’s Asset Management Model, which provided a more comprehensive current value of assets compared to prior studies. Prior studies utilized original cost (the cost of the asset at the time of installation) escalated by inflation to determine current value. Only major infrastructure, defined as assets that provide system-wide capacity, are included in the valuation. Contributed capital such as potable and recycled water pipelines less than 12" are typically constructed by developers for specific subdivisions and generally do not provide additional capacity for other connections. Therefore, contributed capital is not considered major infrastructure and was excluded. The District

Originating Department: Administrative Services	Contact: H. Chen/C. Atwood	Legal Review: Yes
Financial Review: Yes	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 checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Draft 2022 Water Capacity Reserve Fee Study Attachment 2 – Notice of Public Hearing	
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is a member of the Dublin San Ramon Services District-East Bay Municipal Utility District Recycled Water Authority (DERWA), a joint powers authority (JPA) formed in 1995 to encourage recycled water development in the San Ramon Valley. The District’s share of DERWA assets has also historically been included in the buy-in component valuation. To align with JPA financial statements and reports, valuation of DERWA assets was based on overall net investment in DERWA by each member agency.

The expansion component is based on remaining growth-related capital improvement projects and any associated outstanding debt to serve new development. For the 2022 study, staff identified \$48.4 million in projects and outstanding debt of \$52.5 million for a total expansion cost of \$100.9 million. Reserves in Water Expansion (Fund 620) are typically accumulated from previously collected water capacity reserve fees and are credited against total expansion costs. The District received a \$2.8 million COVID-19 Fiscal Relief allocation from the Local Coronavirus Fiscal Recovery Fund under the American Rescue Plan Act (ARPA). Adding the Fund 620 share of the allocation (\$0.8 million) to current Water Expansion fund reserves (\$44.8 million) results in a total expansion credit of \$45.6 million.

The below table summarizes the fee adjustment by component:

Water (5/8" meter)	Current	Proposed	Variance (\$)	Variance (%)
Buy-in Component	\$4,358	\$6,872	\$2,514	57.68%
Expansion Component	\$9,605	\$8,436	-\$1,169	-12.17%
Total	\$13,963	\$15,308	\$1,345	9.63%

The proposed fees reflect the trend when local agencies move closer to total build out. As expansion projects are built to accommodate growth, they are added to the value of the District’s infrastructure. Therefore, as the District moves closer to the projected buildout in 2035, the buy-in component (based on value of existing infrastructure) increases while the expansion component (based on remaining growth-related projects) decreases.

Staff conducted the following public outreach in advance of the public hearing:

- Draft 2022 Water Capacity Reserve Fee Study posted on District website on March 11
- Presentation to the DSRSD Board of Directors was made at the March 15 meeting to review proposed fees and to set a public hearing at the April 5 Board of Directors meeting
- Courtesy Notice of Public Hearing to Adjust Water Capacity Reserve Fees was sent to all individuals or developers requesting notice regarding fees on March 16
- Notice of Public Hearing was posted on the District website on March 25
- Notice of Public Hearing was published in local newspapers via the Bay Area News Group (Valley Times, Tri-Valley Times, and San Joaquin/Tri-Valley Herald) on March 26 and March 31

As of March 31, staff has received one inquiry regarding the proposed fees.



**Dublin San Ramon
Services District**

Water, wastewater, recycled water

Draft Report



Water Capacity Reserve Fee

March 2022





March 10, 2022

Mr. Herman Chen
Financial Services Manager
Dublin San Ramon Services District
7051 Dublin Blvd
Dublin, CA 94568

Subject: DSRSD Water Capacity Reserve Fee Draft Report

Dear Mr. Chen,

HDR Engineering, Inc. (HDR) is pleased to submit the enclosed water capacity reserve fee draft report to the Dublin San Ramon Services District (District). The recommendations in this report are intended to provide the District with the basis to establish cost-based water capacity reserve fees. The adoption of final water capacity reserve fees is a policy decision of the District Board.

This report has been prepared using generally accepted financial, engineering principles, and guidance from the American Water Works Association (AWWA) M1 manual (*Principles of Water Rates, Fees, and Charges*). The District's financial, budgeting, planning, and engineering data were the primary sources for much of the information contained in this report. HDR recommends that prior to implementing the fees in this report, the fees reviewed by District legal counsel for compliance with California State law.

HDR appreciates the opportunity to assist the District in this matter. We also would like to thank you and your staff for the assistance provided to us. We look forward to future opportunities to work with the District.

Sincerely yours,
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Shawn Koorn', written over a light blue horizontal line.

Shawn Koorn
Associate Vice President



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Technical Appendix



Executive Summary

Introduction

HDR Engineering, Inc. (HDR) was retained by the Dublin San Ramon Services District (District) to review and update the District's water capacity reserves fees. Capacity reserve fees bring equity between existing and new customers connecting to the District's water system, which serves a population of 91,900 in the City of Dublin and the Dougherty Valley area in the City of San Ramon. The objective of this study was to update the District's cost-based capacity reserve fees for new customers, and existing customers requesting additional capacity, that are connecting to the water system. By establishing cost-based water capacity reserve fees, the District attempts to have growth pay for growth, by having new customers pay their share of the infrastructure in place which will serve them, while also "buying into" the existing infrastructure for the available capacity in the system that benefits new customer growth on the system.

The District implements the water capacity reserve fees based on safe maximum operating capacity per dwelling unit equivalent (DUE). For the District, one DUE is equivalent to one 5/8-inch meter. A 5/8-inch meter is typically used for residential connections. The capacity reserve fee for all meters is based on the American Water Works Association (AWWA) standardized method for determining meter equivalency for larger meters based on the 5/8-inch meter equivalents. The District has a current water capacity reserve fee of \$13,963 per DUE (5/8-inch meter).

The District has historically updated capacity reserve fees annually by the Engineering News Record Construction Cost Index (ENR-CCI) for the San Francisco metropolitan area. The last water capacity reserve fee study was completed in May 2016. General industry practice recommends adjusting these fees annually for changes in the costs of construction, and to update the fees every three to five years, or whenever comprehensive planning documents, such as the District's Water Master Plan, for the systems are updated. The fees in this report are in addition to the connection fees charged by Alameda County Water Conservation and Flood Control District, Zone 7 (Zone 7).

Study Overview

The capacity reserve fees are calculated in conformance with generally accepted rate making practices and are based on the District's planning and design criteria. A buy-in (existing) and expansion (future) approach is taken in developing the fees because each component can have different planning and design criteria.

The buy-in component includes the District's existing assets at replacement cost based on the District's Asset Management program less straight-line depreciation. The value of the assets is reduced by the amount of the future principal of current Water Expansion Fund debt obligations as the principal will be recovered from the expansion component. This results in the net buy-in component.

The expansion component includes the Districts' future capital improvement needs to serve future growth. The District has a separate and distinct expansion fund to account for all expansion-related projects and their associated costs. Debt service incurred to finance those expansion projects is also accounted for within the expansion fund, with the exception of the case where a project may have some portion related to replacement. Only the portion of the project that provides expansion capacity is included in the expansion fund. The District's existing debt was incurred to pay for expansion projects; therefore, the District pays its debt service with revenues from the expansion fund (primarily through capacity reserve fee revenues). The expansion portion includes both outstanding principal and interest on debt less expansion fund reserves. To avoid double counting of the assets financed with debt, the future principal associated with those assets was deducted from the existing infrastructure calculation before the buy-in component was calculated.

Based on the sum of the components (buy-in less outstanding debt principal, expansion plus outstanding debt principal and interest, and less expansion fund reserves), the net allowable capacity reserve fee is determined. Net allowable refers to the concept that the calculated capacity reserve fee is the District's cost-based fee.

The calculations take into account the financing mechanisms of capital improvements. These fees must be implemented according to the capacity requirement each new connection places on the water system. This way, the capacity reserve fees are related to the costs the new customer places on the systems and the benefit they derive from infrastructure in place to serve them.

The capacity reserve fee analysis resulted in showing the water capacity reserve fee for one (1) DUE or 5/8-inch meter can increase from \$13,963, the current charge, to \$15,308 or an increase of \$1,345. The District Engineer may adjust the capacity factor based on revisions to the AWWA publications or other new empirical data regarding the respective flow rating for any of the meters described below. Table ES – 1, below, shows the current and calculated water capacity fees for the District.

**Table ES - 1
Current and Calculated Water Capacity Reserve Fee**

Meter Size [1]	Capacity Factor 5/8" Equivalency	Effective July 1, 2021 [2] [3]	Calculated Capacity Reserve Fee [4]
5/8"	1.0	\$13,963	\$15,308
3/4"	1.5	20,959	22,962
1"	2.5	34,931	38,270
1-1/2" (Displacement)	5.0	69,861	76,540
1-1/2" (OMNI C2)	16.0	223,555	244,928
1-1/2" (OMNI T2)	16.0	223,555	244,928
2" (Displacement)	8.0	111,777	122,464
2" (OMNI C2)	16.0	223,555	244,928
2" (OMNI T2)	20.0	279,443	306,160

[1] Meters 3" and up are determined by DSRSD based on Maximum Rate for Continuous Operation through a 5/8" meter, as defined by the American Water Works Association (AWWA)

[2] Recycled water capacity reserve fees are equivalent to potable water fees

[3] DSRSD fees are revised annually on July 1 based on changes in the Engineering News Record (ENR) Construction Cost Index and are subject to change at other times

[4] Calculated fees are in addition to Zone 7 connection fees

The calculated capacity reserve fee amount is the maximum amount the District can charge. The District, as a matter of policy, may charge any amount up to the cost-based capacity reserve fee but not over that amount. Charging an amount greater than the net allowable capacity reserve fee would not meet the practical basis of charging cost-based fees that are proportionally related to the benefit derived by the customer.

Section 3 of this report details the water capacity reserve fee analysis along with further details in the Technical Appendix.

Consultant's Recommendation

Based on our review and analysis of the District's water capacity reserve fees, HDR makes the following recommendations:

1. The District should adopt the water capacity reserve fees for new connections, which are no greater than the net allowable water capacity reserve fees as set forth in this report.
2. The District should continue to annually update the water capacity reserve fees by a local construction cost index such as the Engineering News Record Construction Cost Index (ENR-CCI) for no more than five years before a complete update of the water capacity reserve fees is completed. Industry best practice of annual inflationary adjustment can keep fees relatively current with construction pricing trends.

3. The District should update the actual calculations for the water capacity reserve fees at such time when a new capital improvement plan, public facilities plan, comprehensive system plan, or a comparable plan is approved or updated by the District, or every five years.

Summary

The water capacity reserve fees presented in this report are based on the planning and engineering design criteria of the District's water system, the value of the existing assets, past financing of system infrastructure, and generally accepted principles. The calculated capacity reserve fees will provide multiple benefits to the District and will continue the practice of establishing equitable and cost-based water capacity fees for new customers connecting to the District's water system.



1.0 Introduction and Overview

1.1 Introduction

An important starting point in establishing water capacity reserve fees is to have a basic understanding of the purpose of these fees along with the criteria and general methodologies that are used to establish cost-based capacity reserve fees. This section of the report presents an overview of capacity reserve fee methodologies that were used to develop cost-based fees for the District.

1.2 Defining Water Capacity Reserve Fees

The capacity reserve fees are a contribution of capital in order to reimburse existing customers for the immediately available capacity in the existing system, and to help finance future growth-related capacity improvements needed to serve them. Absent those fees, many utilities would likely be unwilling to build growth-related facilities (i.e., burden existing rate payers with the entire cost of growth-related capacity expansion).

1.3 Economic Theory and Water Capacity Reserve Fees

Capacity reserve fees are generally imposed as a condition of service. The objective of the capacity reserve fees is not to generate revenues for a utility, but to create fiscal balance (equity) between existing customers and new customers. That is, all customers seeking to connect to the utility's water system bear an equitable share of the cost of capacity that is invested in both the existing, and any future growth-related expansions. Through the implementation of equitable water capacity reserve fees, existing customers will not be unduly burdened with the cost of new development.

By updating the capacity reserve fees, the District continues an important step in assuring adequate infrastructure to meet growth-related needs while providing this infrastructure to new customers in a cost-based and equitable manner.

1.4 Overview of the Water Capacity Reserve Fee Methodology

Within the various generally accepted capacity reserve fee methodologies, there are a number of different steps undertaken. These steps are as follows:

1. Determination of system planning criteria
2. Determination of dwelling unit equivalents (DUEs)
3. Calculation of system component costs
4. Determination of any credits

The first step in establishing capacity reserve fees is the determination of the system planning criteria. This implies calculating the amount of water capacity required by a single-family residential customer. Generally, water demand per equivalent meter is most often used, since this represents the basis for system design, and subsequent customer demands that are placed on the system. The American Water Works Association (AWWA) has a standardized method for determining meter equivalency for larger meter sizes.

Once the system planning criteria is determined, the number of dwelling unit equivalents or DUEs can be determined. For a water system, one reasonable and rational method to determine the number of DUEs is to divide the future land use-based water demand by the average day usage per DUE. The land use-based water demand is based on future land uses as defined in the local General Plans and historical and current water demands per land use type. This provides the linkage between the amounts of infrastructure necessary to provide service to a set number of customers.

Once the number of DUEs has been determined, an analysis is undertaken to determine the capacity reserve fee in cost (\$) per DUE. The calculation of the capacity reserve fee includes both existing (buy-in) and planned future assets. Existing assets are valued (system investment) based on the replacement cost method less depreciation. The future projects (expansion) are based on the capital improvement projects in today's dollars. Once the total cost of the existing and future capital infrastructure is determined, it is then divided by the appropriate number of DUEs the infrastructure will serve to develop the cost per DUE for the system.

After each existing and future component is analyzed and a cost per DUE is determined, the cost per DUE for each existing and future component is added together. This results in a net allowable capacity reserve fee stated in dollars per DUE. The general basis of this calculation is the assumption that a DUE is equivalent to a certain level of service. Larger demands placed on a system are then imposed fees based on the size of meter (number of DUEs) for a given demand based on operating capacity.

1.5 Disclaimer

HDR, in its calculation of the capacity reserve fees for the District, as presented in this report, has used generally accepted engineering and capacity reserve fee principles. This should not be construed as a legal opinion with respect to California State law. HDR recommends that the District have its legal counsel review the capacity reserve fee as set forth in this report to ensure compliance with California State law.

1.6 Summary

This section of the report has provided an overview of capacity reserve fees; the basis for establishing the fees, considerations in establishing capacity reserve fees and the relationship (practical basis) which must be established between new development and the new or expanded facilities required to accommodate new development, and appropriate apportionment of the cost to the new development in relation to benefits reasonably to be received.



2.0 Legal Considerations in Establishing Capacity Reserve Fees

2.1 Introduction

An important consideration in establishing capacity reserve fees is any legal requirements at the state or local level. The legal requirements often establish the methodology around which the capacity reserve fees must be calculated or how the funds must be used. Given that, it is important for the District to understand these legal requirements and develop and adopt their capacity reserve fees in compliance with those legal requirements.

This section of the report provides an overview of the legal requirements for establishing water capacity reserve fees. This summary represents HDR's understanding of the relevant California State law as it relates to establishing capacity reserve fees. It in no way constitutes a legal interpretation of the state law by HDR.

2.2 Requirements under California State Law

Many states have specific laws regarding the establishment, calculation, and implementation of capacity reserve fees. The main objective of most state laws is to assure that these fees are established in such a manner that they are fair, equitable, and cost-based. In other cases, state legislation may have been needed to provide the legislative powers to the utility to establish the fees.

The laws for the enactment of capacity reserve fees in California are codified in California Government Code sections 66013, 66016, and 66022, which are interspersed within the 'Mitigation Fee Act.' The Mitigation Fee Act is comprehensive legislation dealing mainly with fees imposed as a condition of development (development fees), although the above sections set forth the various requirements for imposition of capacity reserve fees in California: calculation of the fees, noticing, accounting and reporting requirements, and processes for judicial review. Although contained within the Mitigation Fee Act, capacity reserve fees are not development fees.

A summary of the relevant statutes required in the calculation of capacity reserve fees is as follows:

"66013 (a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue."

"66013 (b) (3) 'Capacity charge' means a charge for facilities in existence at the time a charge is imposed or charges for new facilities to be constructed in the future that are of benefit to the person or property being charged, including supply or capacity

contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “capacity charge” does not include a commodity charge.”

In addition to the determination of “the estimated reasonable cost of providing the service for which the fee is imposed,” California law also requires the following:

- That notice (of the time and place of the meeting, including a general explanation of the matter to be considered) and a statement that certain data is available be mailed to those who filed a written request for such notice;
- That certain data (the estimated cost to provide the service and anticipated revenue sources) be made available to the public;
- That the public agency provide an opportunity for public input at an open and public meeting to adopt or modify the fee; and
- That revenue in excess of actual cost be used to reduce the fee creating the excess.

The basic principle that needs to be followed under California law is that the fee be based on a proportionate share of the costs of the system required to provide service and that the requirements for adoption and accounting be followed in compliance with California law.

2.3 Propositions 218 and 26 and Capacity Reserve Fees

In 1996, the voters of California approved Proposition 218, which required that the imposition of certain fees and assessments by municipal governments require a vote of the people to change or increase the fee or assessment. Of interest in this particular study is the applicability of Proposition 218 to the establishment of capacity reserve fees for the District.


In *Richmond v. Shasta Community Services Dist.*, 32 Cal.4th 409 (2004), the California Supreme Court held that capacity reserve fees are not “assessments” under Proposition 218 because they are imposed only on those who are voluntarily seeking service, rather than being charged to particular identified parcels, and therefore such fees are not subject to the procedural or substantive requirements of Proposition 218. Additionally, the court held that a capacity reserve fee is not a development fee. The court also held that such fees can properly be enacted by either ordinance or resolution.

In November 2010 the voters of California passed Proposition 26, an initiative based state constitutional amendment, which provided a new definition of the term “tax” in the California Constitution. Under Proposition 26 a fee or charge imposed by a public agency is a tax unless it meets one of seven exceptions. Capacity reserve fees fall within exception 2 – i.e., it is a fee imposed for a specific government service. Provided that a capacity reserve fee does not charge one fee payor more in order to charge another fee payor less (i.e., a cross-subsidy), and it does not exceed the reasonable costs to the local government of providing the service, then the fee is not a tax within the meaning of Proposition 26. Under Proposition 26, the local government bears the burden of proving, by a preponderance of the evidence, that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

In the case of the District’s water capacity reserve fee, the District does not charge one fee payer more in order to charge another fee payer less (i.e., a cross-subsidy), and it does not exceed the reasonable costs to the local government of providing the service. Given this, the fee is not a tax within the meaning of Proposition 26.

2.4 Summary

This section of the report reviewed the legal basis for establishing water capacity reserve fees in the State of California, and in particular for the District. This summary represents HDR’s understanding of the relevant California State law as it relates to establishing capacity reserve fees. It in no way constitutes a legal interpretation of the state law by HDR. HDR recommends that the District have its legal counsel review the capacity reserve fee as set forth in this report to ensure compliance with California State law. The next section of the report provides a detailed discussion of the specific calculation of the water capacity reserve fee for the District.



3.0 Development of the Water Capacity Reserve Fees

3.1 Introduction

This section of the report presents the key assumptions and details used in calculating the District's water capacity reserve fee. The calculation is based on District-specific financial and planning information. Specifically, the water capacity reserve fee is based upon the District's asset management program, Capital Improvement Plan (CIP), DSRSD/EBMUD Recycled Water Authority (DERWA) costs related to the District's proportional share of the assets and debt, and other planning related data. To the extent that the cost and timing of future capital improvements change, then the water capacity reserve fee presented in this section of the report should be updated to reflect the changes.

The methodology used in this analysis for the District contains an existing or buy-in cost component, and a future or incremental cost component. In other words, the District's existing assets are divided by the existing number of DUEs while the future or incremental expansion-related capital projects are divided by the future DUEs. Both calculations are summed, and the result is the total net allowable water capacity reserve fee.

3.2 Overview of District's Water System

The District is the water retailer for residents in the City of Dublin and the Dougherty Valley portion of the City of San Ramon. The District buys wholesale potable water from Alameda County Flood Control and Water Conservation District Zone 7 (Zone 7). Zone 7 obtains water from the State Water Project (SWP), from a local watershed, and from groundwater aquifers under the valley. Normally, about 80 percent of the valley's water comes from the SWP, traveling from the Sierra Nevada Mountains through Lake Oroville and the Sacramento-San Joaquin Delta. The water is then pumped into the South Bay Aqueduct near Tracy, where it enters the Tri-Valley. Droughts and regulatory restrictions decrease the amount of SWP water available to the Tri-Valley and increases reliance on local groundwater.

To improve the reliability of the valley's water supply, the District is a member agency (along with East Bay Municipal Utility District (EBMUD)) in the DSRSD-EBMUD Recycled Water Authority (DERWA), a joint powers authority formed in 1995 to plan, design, construct, own and operate various facilities which together maximizes the volume of recycled water deliveries while recovering its costs. Two directors from each agency serve on the DERWA board of directors. The Authority began its operations on June 28, 1995. DERWA constructed a water recycling system, including treatment, conveyance, and pumping and storage facilities which became operational on February 1, 2006. Capital costs, including debt service, are allocated based on each member's proportional share of capital assets. This study includes only those costs related to the District's proportional share of these assets and debt. In addition to DERWA, the District has constructed and operates a recycled system for delivery of recycled water within the Dublin and San Ramon service areas. Costs related to projects that benefit only District customers are fully allocated to the cost of this service.

The District operates its water system as a single, pressurized, and integrated system. The District has viewed capacity reserve fees as a single fee (\$/DUE), regardless of the location of the new development in the service area. The cost of projects and DUEs, both potable and recycled, are summed to develop a single water capacity reserve fee paid by each new connection to the system.

3.3 Current Water Capacity Reserve Fees

The District’s current capacity reserve fee is based on the safe operating capacity of a 5/8-inch meter (or 1 DUE) as compared with the respective safe operating capacities of other meter sizes. The District engineer may adjust the Capacity Factor set forth in the table based on revisions to the AWWA publications. The District’s current capacity reserve fees are shown below in Table 3 - 1.

Table 3 - 1 Current Water Capacity Reserve Fees		
Meter Size [1]	Meter Ratio for a 5/8" Equivalency	Effective July 1, 2021 [2] [3] [4]
5/8"	1.0	\$13,963
3/4"	1.5	20,959
1"	2.5	34,931
1-1/2" (Displacement)	5.0	69,861
1-1/2" (OMNI C2)	16.0	223,555
1-1/2" (OMNI T2)	16.0	223,555
2" (Displacement)	8.0	111,777
2" (OMNI C2)	16.0	223,555
2" (OMNI T2)	20.0	279,443

[1] Meters 3" and up are determined by DSRSD based on Maximum Rate for Continuous Operation through a 5/8" meter, as defined by the American Water Works Association (AWWA)

[2] Recycled water capacity reserve fees are equivalent to potable water fees

[3] DSRSD fees are revised annually on July 1 based on changes in the Engineering News Record (ENR) Construction Cost Index and are subject to change at other times

[4] Calculated fees are in addition to Zone 7 connection fees

3.4 Key Assumptions

In developing the capacity reserve fees for the District’s water system, a number of key assumptions were utilized. These are as follows:

- The District provided the planning criteria.
- The methodology used is the combined methodology. The buy-in and expansion component are added together for a net allowable fee.
- The District’s Asset Management program records were used to determine the existing plant assets, based on replacement cost.
- The base year for calculations is Jan. 1, 2022.

- The District provided the CIP for future improvements.
- The District determined and/or reviewed the portion of future improvements that were growth related. The future improvements were identified in the 2016 Water Master Plan Update and/or were reflected in the FYE 2022-2031 Capital Improvement Program Ten Year Plan.

3.5 District’s System Planning Criteria

The process of calculating capacity reserve fees is based on a four-step process. In summary form, these steps are as follows:

- Determination of system planning criteria
- Determination of dwelling unit equivalents (DUEs)
- Calculation of the capacity reserve fee by system component costs
- Determination of capacity reserve fee credits

Each of these steps is discussed in more detail below.

3.5.1 System Planning Criteria

System planning criteria typically involves calculating the amount of water required by a single-family residential customer (hence the term “Dwelling Unit Equivalent” or “DUE”). Water demand per DUE represents the basis for system design. The planning period utilized in the 2016 capacity reserve fee study was based on the District’s adopted 2016 Water Master Plan Update which extended through 2035. By year 2035, the District anticipates development within its service area would be completed (commonly referred to as “build out”). The District updated the projected DUEs from the 2016 study based on actual DUEs that occurred from 2016 to 2021, along with updated projected future water demands.

3.5.2 Dwelling Unit Equivalents

The current and projected number of dwelling units is important for the study in that certain costs may be proportionally assigned to existing or future DUEs. A projection of the number of new DUEs from 2021 through 2035 was prepared by the District using updated development plans from the City of Dublin. Since the last study, the projected build out number of DUEs has been revised to reflect these updated development plans. The analysis developed by the District was very detailed in that it considered both the remaining available land area within the District’s service area, as well as the type(s) of customers that may develop within a particular area. This approach to forecasting DUEs is far more reasonable and accurate than simply projecting future DUEs by taking the existing number of DUEs and applying an assumed growth rate. It should also be noted that the development of the DUEs includes both potable and recycled water DUEs. A summary of the projected total DUEs used in the development of the study are presented in Table 3 - 2. Details of the projected DUEs, by year, are provided on Exhibit 1 of the Technical Appendix.

**Table 3 - 2
Water System Dwelling Unit Equivalents (DUEs)**

Description	Dwelling Unit Equivalents (DUEs) ^[1]
Existing 2021	35,991
Net Future DUEs 2022 - 2035	<u>6,567</u>
Projected 2035 Total DUEs (build out)	42,558

[1] DUE figures contain decimals and rounding; totals may not equal the sum of the actual values.

3.6 Calculation of the District’s Water Capacity Reserve Fees

The next step of the analysis is to review each major infrastructure asset class in service and determine the capacity reserve fee for that class. In calculating the capacity reserve fees, existing infrastructure (including District investment in DERWA assets), planned future capital projects, and outstanding debt were included. The major infrastructure asset classes of the District’s water system that were reviewed for purposes of calculating the water capacity reserve fees were as follows:

- Source
- Water Treatment (DERWA)
- Pump Stations
- Reservoirs
- Administration Offices
- Transmission/Distribution (Potable (PW) and Recycled (RW))
- Facilities & Equipment

For purposes of this study, the component of the water capacity reserve fee associated with existing infrastructure is referred to as the “buy-in component,” the component of the water capacity reserve fee associated with future capital projects is referred to as the “expansion component”. The outstanding debt principal is deducted from the “buy-in” component since both the outstanding principal and interest is on the buy-in portion of the fee. The expansion portion is further adjusted by the expansion reserves for a total net expansion component.

Based on the sum of the component costs (buy-in less outstanding debt principal), expansion plus outstanding debt (principal and interest), and less expansion reserves, the net allowable water capacity reserve fee is determined. The term net allowable refers to the concept that the calculated water capacity reserve fee is the District’s cost-based (i.e., maximum) fee.

The calculations take into account the financing mechanisms of capital improvements. These fees must be implemented according to the capacity requirement each new connection places on the water system. This way, the water capacity reserve fees are related to the costs the new customer places on the systems and the benefit they derive from infrastructure in place to serve them.

3.6.1 Buy-In Component

The District provided asset listings for the various infrastructure asset classes and their replacement values based on the District's Asset Management program. The assets were reduced by accumulated depreciation based on engineering estimate of service life and installation date calculated at straight-line depreciation. This is referred to as Replacement Cost New Less Depreciation (RCNLD). For this study, the District determined transmission/distribution assets greater than or equal to 12 inches as major infrastructure that provides system capacity to accommodate future development and will be included in the buy-in component calculation. Contributed assets are developer contributed assets which were not included in the water capacity reserve fee calculation. In contrast to this, non-contributed assets were included as 100 percent (%) eligible. Given the value of the water capacity reserve fee eligible assets, they were sum totaled for each system component and divided by the total existing number of DUEs.

Below is a brief summary of the infrastructure asset classes that comprise the District's water system:

Source

The District receives all of its potable water from the Zone 7 Water Agency. The District's total cost for its potable water also includes fluoride treatment assets, as well as other miscellaneous source-related assets. The portion of the capacity reserve fee for source-related facilities (RCNLD) is \$12 per DUE. Details of the calculation are provided in Exhibit 3 of the Technical Appendix.

Pump Stations

The District currently has seventeen potable and three recycled water pump stations. Future improvements are to provide pump station upgrades for increased capacity and reliability to serve growth. The portion of the capacity reserve fee for pump stations (RCNLD) is \$362 per DUE. Details of the calculation are provided in Exhibit 4 of the Technical Appendix.

Reservoirs

The District currently has fourteen reservoirs with a capacity of approximately 27.05 million gallons (mg) for the potable system and for the recycled system has two reservoirs with a capacity of approximately 10.95 mg. The portion of the capacity reserve fee for distribution storage (RCNLD) is \$891 per DUE. Details of the calculation are provided in Exhibit 5 of the Technical Appendix.

Administration Offices

The replacement cost for the District's administration office at 7051 Dublin Boulevard in Dublin and the Field Operations Department Administrative Office is based on insured value, as determined by CSRMA/Alliant in their valuation dated February 2019. Insured value serves as a readily accessible proxy for RCN value based on construction costs. The District office and Field Operations office provides support not only to the water operations and treatment activities, but also to the District's other activities (i.e., local and regional wastewater collection and treatment), therefore, we have included 31% of the total value of the District office and 85% of the Field Operations office, which is the water asset value as a percentage of total District assets. The portion of the capacity reserve fee at insured value for the water

system's share of administration facilities is \$194 per DUE. Details of the calculation are provided in Exhibit 6 of the Technical Appendix.

Transmission & Distribution

Transmission & Distribution is the District's largest infrastructure asset class. The District operates and maintains 331 miles of potable and 69 miles of recycled water pipelines ranging from 1" to 36" of which pipelines 12" and greater are considered major infrastructure and included in the buy-in component calculation. The portion of the capacity reserve fee for potable (\$4,251) and recycled (\$1,036) water pipelines (RCNLD) is a total of \$5,287 per DUE. Details of the calculation are provided in Exhibit 7-8 of the Technical Appendix.

DERWA Assets

The District does not manage the records of DERWA assets and was reliant on the JPA's 2021 audited financial statements and other financial reports to determine the value of the District's share of JPA assets (\$39.7 million). The share of DERWA assets was reported on the District's 2021 Annual Comprehensive Financial Report (ACFR) as "Investment in JPA". The total DSRSD share of DERWA assets divided by the total existing number of DUEs results in a buy-in component for the District's share of DERWA assets of \$1,104 per DUE..

The summed total of the existing DSRSD and DERWA share of assets for the buy-in component is \$7,851. Exhibit 11, of the Technical Appendix details the buy-in component.

Table 3 – 3 is a summary of the total buy-in assets.

Table 3 - 3 Summary of the Buy-In Costs					
Assets	Asset-base (\$)		Existing DUEs ^[1]	=	Total Buy-In CRF \$/DUE ^[2]
DSRSD Assets	(RCNLD)				
Source	\$419,761	÷	35,991	=	\$12
Pump Stations	13,032,788	÷	35,991	=	362
Reservoirs	32,067,440	÷	35,991	=	891
Administration Offices	6,983,486	÷	35,991	=	194
Transmission & Distribution - PW	153,010,810	÷	35,991	=	4,251
Transmission & Distribution – RW	<u>37,273,345</u>	÷	35,991	=	<u>1,036</u>
Total DSRSD Assets	\$242,823,068				\$6,746
Total DERWA Infrast. – DSRSD Investment	\$39,733,435		35,991		\$1,104
Total Buy-in Costs	\$282,556,503				\$7,850

[1] See Exhibit 1 in Technical Appendix for DUE details. DUE figures contain decimals and rounding; totals may not equal the sum of the actual values.

[2] Figures contain decimals and rounding; totals may not equal the sum of the actual values.

The calculated value of the existing assets was reduced by the outstanding principal portion of the debt associated with the assets. This inclusion of a deduction of the outstanding principal on the buy-in component avoids double counting the asset value in the existing or buy-in component of the water capacity reserve fee, as well as in the debt service portion of the expansion component. The principal portion of the debt service balance on existing assets is removed from the value of the fee. The outstanding debt principal was summed and divided by the total existing number of DUEs. The result is the deduction of outstanding debt principal per DUE for DSRSD existing assets of \$886 and equity in existing DERWA asset of \$93 for a total outstanding debt principal of \$978. Table 3 - 4 is a summary of the deduction of outstanding debt principal.

Table 3 – 4
Summary of the Buy-In Debt Principal Deduction

Outstanding Debt Principal	Debt Principal (\$)		Existing DUEs ^[1]	=	Total Debt Deduct \$/DUE ^[3]
Debt (Principal Only)^[2]					
2017 Rev. Ref. Water	(\$31,870,000)	÷	35,991	=	(\$886)
DERWA State Loan	<u>(\$3,329,747)</u>	÷	35,991	=	<u>(93)</u>
Total Buy-In Deduction	(\$35,199,747)				(\$978)

[1] See Exhibit 1 in Technical Appendix for DUE details. DUE figures contain decimals and rounding; totals may not equal the sum of the actual values.

[2] See Exhibit 10 in Technical Appendix for debt schedules.

[3] Figures contain decimals and rounding; totals may not equal the sum of the actual values.

Given the buy-in costs for existing DSRSD and share of DERWA assets of \$7,850 per DUE, less the outstanding debt principal of \$978 per DUE, the total capacity reserve fee net buy-in component is \$6,872 per DUE. Table 3 - 5 is a summary of the net buy-in component.

Table 3 - 5
Summary of the Buy-In Component

	Asset-base (\$)	Total Buy-In CRF \$/DUE ^[1]
Total Buy-in Cost	\$282,521,066	\$7,850
Less: Debt Credits	<u>(35,199,747)</u>	<u>(978)</u>
Net Buy-in Component	\$247,356,756	\$6,872

[1] Figures contain decimals and rounding; totals may not equal the sum of the actual values.

3.6.2 Expansion Component

For the expansion component, the District’s future capital improvement needs were reviewed to determine what portion of planned future projects is required to serve future growth. The

growth-related portion of each project was summed to determine the total eligible future project value, which was then divided by projected DUEs through build out 6,567 (2022 – 2035). This approach is equitable and proportional in that these facilities will be built to serve the customers connecting during this time.

District growth-related capital projects are based on the adopted Ten-year Capital Improvement Plan for Fiscal Years 2022-2031. The District will invest approximately \$47 million over the planning period of which \$39 million were originally identified in the 2016 Water Master Plan Update prepared by West Yost & Associates. Since the last study in 2016, project cost estimates for certain projects have been updated. Particularly, the Reservoir 10A project increased over \$10.0 million from the 2016 estimate of \$7.6 million to \$18.5 million. The Turnout 6 project increased by \$6.9 million from the 2016 estimate of \$2.0 million to \$8.9 million. The capital improvement projects are provided on Exhibit 2 of the Technical Appendix. Highlighted below are certain expansion projects by functions:

Source

Long-Term Water Resiliency Program (CIP No. 00-W002). This program will develop long-term projects to meet the objectives of the Water Resiliency Policy adopted by the Board of Directors on April 20, 2021. The program will focus on building water resiliency by working collaboratively with regional partners to implement a diverse portfolio of supply, storage and conveyance projects. The program may include a potable reuse project; participation in regional storage; desalination, and intertie projects; and/or supplemental groundwater projects to expand the recycled water program. The Water Expansion fund portion of these efforts has a budgeted cost of \$10.0 million.

Turnout 6 (CIP No. 20-W015). The District receives its treated water supply from the Zone 7 Water Agency through turnouts on the Zone 7 water transmission system. This project will provide water supply for development in eastern Dublin by constructing a new turnout from Zone 7 Cross Valley Pipeline south of I-580 at Pimlico Drive. Construction of the turnout adds redundancy and improves reliability of the distribution system by having a secondary source turnout to supply newly developing eastern Dublin should there be a failure of Zone 7 Water Agency's Santa Rita Pipeline. This project is funded from the Water Expansion fund with a total estimated cost of \$8.9 million. This project was identified as a needed expansion project in the 2016 Water Master Plan Update, and is reflected in the FYE 2022-2031 Capital Improvement Program Ten Year Plan.

Storage

Reservoir 20B (CIP No. 14-W008). This project will construct a new 1.3-million-gallon potable water reservoir in eastern Dublin to provide potable water storage capacity for eastern Dublin and potable water to Dougherty Valley. The project is funded from the Water Expansion fund with a total estimated cost of \$7.0 million and is expected to be completed by Fiscal Year 2024.

Reservoir 10A (CIP No. 11-W003). This project will replace the existing 3.0-million-gallon reservoir with a new 4.1-million-gallon reservoir. The existing Reservoir 10A was constructed in the 1940s and currently serves Zone 1 in central Dublin. The project will gain additional storage to serve developing Eastern Dublin, and was identified as a needed expansion project in the 2016 Water Master Plan Update. The project is funded from the Water Expansion fund with a total estimated cost of \$18.5 million.

Transmission & Distribution

Dublin Boulevard Extension – Water Facilities (CIP 20-W027). This project will construct a 1.5 mile potable water line to accommodate future development, based on the City of Dublin’s General Plan. The project is funded from the Water Expansion fund with a total estimated cost of \$2 million.

DERWA Projects

DERWA projects include the District’s share of the capital projects in FY 2022 for 46% or \$16,100 of \$35,000 expansion project, and 58% of the Recycled Water Plant Phase 2 or \$1,096,200 of the total \$1,890,000 project. This is a total of \$1,112,300 District’s share of the costs.

Debt Service and Fund Reserve Components

The District has a separate and distinct expansion fund to account for all expansion-related projects and their associated costs. Since the District’s existing debt was incurred to pay for expansion projects, debt service incurred to finance those expansion projects is also accounted for within the expansion fund, and the District pays its debt service with revenues from the expansion fund (primarily through capacity reserve fee revenues). However, in cases where a portion of a project is allocated to replacement, only that portion of the project that provides expansion capacity is included in the expansion fund and used in the calculation of the expansion component. To avoid double counting of assets financed with debt, the future principal associated with those assets was deducted from the existing infrastructure calculation before the buy-in component was calculated.

2017 Revenue Refunding Bond

The District issued 2017 Water Revenue Refunding Bonds with proceeds used to advance refund the outstanding portion of the 2011 Water Revenue Refunding Bonds. The 2011 Revenue Refunding Bond was the refunded WaterReuse and Commercial Paper debt issued by DERWA. In prior studies, debt was allocated to align individual assets (both District assets and the District share of DERWA assets) to debt. The two refundings have made it near impossible to allocate debt to specific assets. Instead, this study proposes viewing assets on a “system-wide” basis and dividing outstanding debt by future DUEs. The “system-wide” basis is the generally accepted methodology for water systems nearing buildout. The current outstanding debt principal is approximately \$31.9 million.

DERWA State Loan

The DERWA JPA received two state loans in order to finance construction of recycled water facilities that were completed in 2005 and 2006. The portion of the debt attributed to the District has been included in the expansion component. The current outstanding loan principal is \$3.3 million.

Detailed worksheets of the debt service payment schedules can be found in Exhibit 10 in the Technical Appendix.

Fund Reserves

Reserves reflects the funds available in the District’s expansion fund that have been funded through past reserve capacity fee revenues. Given this balance of funds, which can be used to fund future expansion related improvements, it is deducted to provide a credit against the available cash to fund future expansion costs. The expansion fund reserve balance from the

District’s current fund balance was based on recent financial statements and transfers as of 2022, which includes recycled water rate transfers and COVID 19 fiscal relief funding. The reserves are included to recognize the revenue that has already been contributed by growth towards the remaining capital expansion projects and DERWA debt service payments. The current fund reserve is approximately \$45.6 million.

Table 3 – 6 is a summary of the expansion costs of \$8,436 per DUE. Exhibit 11, of the Technical Appendix details the future component for capital projects.

Table 3 - 6 Summary of the Expansion Costs					
Expansion Costs	Future Cost (\$)		Future DUEs^[1]		Total Future CRF \$/DUE^[3]
DSRSD Projects					
Source	\$19,861,206	÷	6,567	=	\$3,024
Reservoirs	25,430,494	÷	6,567	=	3,872
Trans. & Distrib. - PW	<u>2,040,000</u>	÷	6,567	=	<u>311</u>
Total DSRSD Projects	\$47,331,700				\$7,207
DERWA Projects - DSRSD Share					
DERWA Expansion Projects	<u>1,112,300</u>	÷	6,567	=	<u>169</u>
Total Expansion Projects	\$48,444,000				\$7,376
Total Debt					
2017 Revenue Bond ^[2]	\$48,970,594	÷	6,567	=	\$7,457
DERWA State Loan	<u>3,559,655</u>	÷	6,567	=	<u>542</u>
Total Exp.-Related Debt	\$54,422,061				\$7,999
Less Exp. Fund Reserves	<u>(\$45,569,400)</u>		6,567		<u>(\$6,939)</u>
Total Expansion Costs	\$56,184,361				\$8,436

[1] See Exhibit 1 in Technical Appendix for DUE details.

[2] DUE figures contain decimals and rounding; totals may not equal the sum of the actual values.

[3] Figures contain decimals and rounding; totals may not equal the sum of the actual values.

The expansion component of the capacity reserve fee is reduced by the expansion fund reserves to calculate the net expansion cost component of the fee.

3.7 Net Allowable Water Capacity Reserve Fee

The methodology used to establish the water capacity reserve fee is a combined approach. The combined approach adds the buy-in component and the expansion component together. Table 3 - 7 shows the net allowable water capacity reserve fee.

**Table 3 - 7
Summary of the Capacity Reserve Fee by Component**

	Buy-In		Expansion		Total CRF \$/DUE ^[1]
DSRSD	\$5,768	+	\$8,267	=	\$14,035
DERWA - DSRSD Investment	<u>1,104</u>	+	<u>169</u>	=	<u>1,273</u>
Total Allowable Fee	\$6,872	+	\$8,436	=	\$15,308

[1] Figures contain decimals and rounding; totals may not equal the sum of the actual values.

As can be seen in Table 3 - 7, the maximum allowable water capacity reserve fee is \$15,308 per DUE. From the calculated allowable water capacity reserve fee, the fee is then placed in the context of the size and type of meter. The capacity reserve fee varies based upon the safe operating capacity of the customer's meter. Table 3 - 8 provides a summary of the calculated and allowable capacity reserve fee by meter type and size.

**Table 3 - 8
Current and Calculated Water Capacity Reserve Fee**

Meter Size ^[1]	Capacity Factor 5/8" Equivalency	Effective July 1, 2021 ^{[2] [3]}	Calculated Capacity Reserve Fee ^[4]
5/8"	1.0	\$13,963	\$15,308
3/4"	1.5	20,959	22,962
1"	2.5	34,931	38,270
1-1/2" (Displacement)	5.0	69,861	76,540
1-1/2" (OMNI C2)	16.0	223,555	244,928
1-1/2" (OMNI T2)	16.0	223,555	244,928
2" (Displacement)	8.0	111,777	122,464
2" (OMNI C2)	16.0	223,555	244,928
2" (OMNI T2)	20.0	279,443	306,160

[1] Meters 3" and up are determined by DSRSD based on Maximum Rate for Continuous Operation through a 5/8" meter, as defined by the American Water Works Association (AWWA)

[2] Recycled water capacity reserve fees are equivalent to potable water fees

[3] DSRSD fees are revised annually on July 1 based on changes in the Engineering News Record (ENR) Construction Cost Index and are subject to change at other times

[4] Calculated fees are in addition to Zone 7 connection fees

3.8 Consultant's Recommendations

Based on our review and analysis of the District's water system, HDR recommends:

1. The District should adopt the water capacity reserve fees for new connections which are no greater than the net allowable water capacity reserve fees as set forth in this report.
2. The District should continue to annually update the water capacity reserve fees by a local construction cost index such as the Engineering News Record Construction Cost Index (ENR-CCI) for no more than five years before a complete update of the water capacity reserve fees is completed. Industry best practice of annual inflationary adjustment can keep the fees (plant investment) relatively current with construction pricing practices.
3. The District should update the actual calculations for the water capacity reserve fees at such time when a new capital improvement plan, public facilities plan, comprehensive system plan, or a comparable plan is approved or updated by the District, or every five years.

3.9 Summary

The water capacity reserve fees developed and presented in this report are based on the planning and engineering design criteria of the District's water system, the value of the existing assets, and generally accepted ratemaking principles. Consistently updating the charge annually based on the Engineering New Record cost index and reviewing the capacity reserve fees every five years will continue to create equitable and cost-based fees for new customers connecting to the District's water system.



Technical Appendix

DSRSD
Capacity Reserve Fees Study
DUE Projections
Exhibit 1

Fiscal Year End	DUE Credits	Historical DUEs [1]	Cumulative DUEs [1]	Fiscal Year End	Projected DUEs [1]	DUE Credits	Cumulative DUEs [1]
2002			15,566	2020	535	0	35,696
2003		3,588	19,154	2021	295	0	35,991
2004		2,426	21,580	2022	512	0	36,502
2005		2,583	24,163	2023	743	0	37,246
2006		1,747	25,910	2024	632	0	37,878
2007		1,544	27,454	2025	337	0	38,215
2008		890	28,344	2026	946	0	39,161
2009		30	28,374	2027	1,132	0	40,293
2010		10	28,384	2028	913	0	41,207
2011	(177)	1,928	30,135	2029	451	0	41,657
2012	(73)	249	30,311	2030	259	0	41,917
2013	(5)	321	30,627	2031	253	0	42,170
2014	(10)	340	30,956	2032	97	0	42,267
2015		566	31,522	2033	97	0	42,364
2016		1,071	32,593	2034	97	0	42,461
2017		642	33,235	2035	97	0	42,558
2018		958	34,193				
2019		968	35,161				

		19,860					
Summary Totals			DUEs				
Total DUEs 2021			35,991	Total DUEs 2021 - 2035	6,567	0	42,558
Projected 2035 Total DUEs			42,558				

Notes:

[1] Except where noted, data obtained From DSRSD's DUE Projections WY 06.23.2021

DSRSD
Capacity Reserve Fees Study
Capital Improvement Projects
Exhibit 2

	[1] Total 2021\$	CF Eligible [2]	Cost 2021\$	Cost 2021\$	Source
Future Source Related Assets					
08-6202 Pump Station 20A Improvements	\$470,000	100%	\$470,000	\$470,000	From CIP Water Expansion Projects
20-WO15 Turnout 6	8,916,206	100%	8,916,206	8,916,206	From CIP Water Expansion Projects
20-WO17 Water System Master Plan and Operations Plan Update	100,000	100%	100,000	100,000	From CIP Water Expansion Projects
00-W002 Long-Term Water Resiliency Program	10,000,000	100%	10,000,000	10,000,000	From CIP Water Expansion Projects
22-WO20 2021 Alternative Water Supply Study	375,000	100%	375,000	375,000	From CIP Water Expansion Projects
	\$19,861,206		\$19,861,206	\$19,861,206	
Future Reservoir					
14-W008 Reservoir 20B	\$6,959,269	100%	\$6,959,269	\$6,959,269	From CIP Water Expansion Projects
17-W003 Reservoir 10A	18,471,225	100%	18,471,225	18,471,225	From CIP Water Expansion Projects
	\$25,430,494		\$25,430,494	\$25,430,494	
Future Transmission/Distribution					
T20-13 Gleason Drive Property Planning Study	60,000	100%	60,000	60,000	From CIP Water Expansion Projects
20-WO27 Dublin Boulevard Extension Water Facilities	1,980,000	100%	1,980,000	1,980,000	From CIP Water Expansion Projects
	\$2,040,000		\$2,040,000	\$2,040,000	
Total Future Capital Improvements	\$47,331,700		\$47,331,700	\$47,331,700	

Notes:

[1] Ten Year Capital Improvement Program, 2022-2031, Table 13, page 48 of 175.

[2] District staff provided estimates on Capacity Reserve Fee related percentage.

DSRSD
Capacity Reserve Fees Study
Source
Exhibit 3

Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
Existing Source Related Assets									
1976	2026	50	46	TURNOUT	\$263,327	\$242,261	\$21,066	100%	\$21,066
1984	1999	15	38	60-132-1954-ESE-01: TO 2 EMERGENCY SHOWER AND EYEWASH STATION	5,000	5,000	0	100%	0
1984	2034	50	38	TURNOUT	557,942	424,036	133,906	100%	133,906
1999	2014	15	23	60-134-1955-ESE-01: TO 4 EMERGENCY SHOWER AND EYEWASH STATION	5,000	5,000	0	100%	0
1999	2049	50	23	TURNOUT	426,424	196,155	230,269	100%	230,269
2007	2022	15	15	60-135-1958-EEW-01: TO 5 EMERGENCY EYEWASH STATION	5,000	5,000	0	100%	0
2011	2021	10	11	60-9400ACU: AIR CONDITIONER FOR ZONE 7 TURNOUT 5 RTU	7,700	7,700	0	100%	0
2013	2023	10	9	60-131-1001-PMP-01: TO 1 FLUORIDE TRANSFER PUMP	600	540	60	100%	60
2013	2023	10	9	60-132-1001-PMP-01: TO 2 FLUORIDE TRANSFER PUMP	600	540	60	100%	60
2013	2023	10	9	60-134-1001-PMP-01: TO 4 FLUORIDE TRANSFER PUMP	600	540	60	100%	60
2013	2028	15	9	60-131-1953-ESE-01: TO 1 EMERGENCY SHOWER AND EYEWASH STATION	5,000	3,000	2,000	100%	2,000
2018	2043	25	4	60-0100RTU: TO 1 RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	60-132-0200-RTU-01: TO 2 RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	60-134-1600-RTU-01: TO 4 RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	60-135-4000-RTU-01: TO 5 RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	60-9400RTU: RTU FOR ZONE 7 / TURNOUT 5	7,700	1,232	6,468	100%	6,468
					\$1,315,693	\$895,932	\$419,761		\$419,761
Total DUEs 2021									35,991 Existing
Total Source Buy-in CRF (\$/DUE)									\$11.66
Future Source Related Assets									
Pump Station 20A Improvements					\$470,000			100%	\$470,000
Turnout 6					8,916,206			100%	8,916,206
Water System Master Plan and Operations Plan Update					100,000			100%	100,000
Long-Term Water Resiliency Program					10,000,000			100%	10,000,000
2021 Alternative Water Supply Study					375,000			100%	375,000
Total Future Source Related Assets					\$19,861,206				\$19,861,206
Net Future DUEs 2020 - 2035									6,567 Future
Total Future Source Related Expansion CRF (\$/DUE)									\$3,024.29
Total Source-Related Buy-in and Expansion CRF (\$/DUE)									\$3,035.95
Notes:									

[1] Costs are in 2021 replacement cost dollars based on DSRSD asset management program.

DSRSD
Capacity Reserve Fees Study
Pump Stations
Exhibit 4

Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
Existing Pump Station Assets									
1965	2040	75	57	Pump Station 2A Yard Piping	\$17,166	\$13,046	\$4,120	100%	\$4,120
1965	2021	56	57	Pump Station 2A Bldg Piping	18,069	18,069	0	100%	0
1965	2040	75	57	Pump Station 2B Yard Piping	24,031	18,264	5,767	100%	5,767
1965	2021	56	57	Pump Station 2B Bldg Piping	25,297	25,297	0	100%	0
1965	2015	50	57	PUMP STATION 2A BUILDING	389,268	389,268	0	100%	0
1965	2015	50	57	PUMP STATION 2B BUILDING	389,268	389,268	0	100%	0
1983	2003	20	39	Pump Station 3C Fence	5,351	5,351	0	100%	0
1983	2003	20	39	Pump Station 3C Landscaping	10,703	10,703	0	100%	0
1983	2008	25	39	Pump Station 3C PAVING	14,296	14,296	0	100%	0
1983	2058	75	39	Pump Station 3C Yard Piping	63,856	33,205	30,651	100%	30,651
1983	2033	50	39	Pump Station 3C Bldg Piping	233,539	182,161	51,379	100%	51,379
1985	2060	75	37	Pump Station 2C Yard Piping	126,975	62,641	64,334	100%	64,334
1985	2035	50	37	Pump Station 2C Bldg Piping	144,556	106,971	37,585	100%	37,585
1985	2035	50	37	PUMP STATION 3C BUILDING	294,503	217,932	76,571	100%	76,571
1985	2035	50	37	PUMP STATION 2C BUILDING	585,599	433,343	152,256	100%	152,256
1986	2061	75	36	Pump Station 3B Yard Piping	17,166	8,239	8,926	100%	8,926
1986	2036	50	36	Pump Station 3B Bldg Piping	18,069	13,010	5,059	100%	5,059
1986	2036	50	36	PUMP STATION 3B BUILDING	318,268	229,153	89,115	100%	89,115
1990	2065	75	32	Pump Station 3A Yard Piping	17,166	7,324	9,842	100%	9,842
1990	2040	50	32	Pump Station 3A Bldg Piping	18,069	11,564	6,505	100%	6,505
1990	2040	50	32	PUMP STATION 3A BUILDING	389,268	249,131	140,136	100%	140,136
1991	2006	15	31	60-132-1951-ESE-01: TO 2 EMERGENCY SHOWER STATION	5,000	5,000	0	100%	0
1991	2011	20	31	Pump Station 1A Landscaping	33,998	33,998	0	100%	0
1991	2016	25	31	Pump Station 1A PAVING	45,410	45,410	0	100%	0
1991	2021	30	31	60-111-1000-MCC-01: PS 1A MOTOR CONTROL CENTER	77,000	77,000	0	100%	0
1991	2041	50	31	Pump Station 1A Vault	101,996	63,238	38,759	100%	38,759
1991	2066	75	31	Pump Station 1A Yard Piping	202,832	83,837	118,995	100%	118,995
1991	2041	50	31	Pump Station 1A Bldg Piping	240,837	149,319	91,518	100%	91,518
1991	2041	50	31	PUMP STATION 1A BUILDING	935,448	579,978	355,470	100%	355,470
1998	2013	15	24	60-214-1100-HST-01: PS 20A ELECTRIC HOIST	3,100	3,100	0	100%	0
1998	2023	25	24	60-214-1001-MTR-01: PS 20A PUMP 1 MOTOR	8,300	7,968	332	100%	332
1998	2023	25	24	60-214-1002-MTR-01: PS 20A PUMP 2 MOTOR	8,300	7,968	332	100%	332
1998	2023	25	24	60-214-1003-MTR-01: PS 20A PUMP 3 MOTOR	8,300	7,968	332	100%	332
1998	2018	20	24	Pump Station 20A Landscaping	26,450	26,450	0	100%	0
1998	2023	25	24	Pump Station 20A PAVING	40,189	38,581	1,608	100%	1,608
1998	2023	25	24	60-214-1001-PMP-01: PS 20A PUMP 1	55,900	53,664	2,236	100%	2,236
1998	2023	25	24	60-214-1002-PMP-01: PS 20A PUMP 2	55,900	53,664	2,236	100%	2,236
1998	2023	25	24	60-214-1003-PMP-01: PS 20A PUMP 3	55,900	53,664	2,236	100%	2,236
1998	2028	30	24	60-214-1000-MCC-01: PS 20A MOTOR CONTROL CENTER	77,000	61,600	15,400	100%	15,400
1998	2048	50	24	Pump Station 20A Vault	79,352	38,089	41,263	100%	41,263
1998	2073	75	24	Pump Station 20A Yard Piping	157,801	50,496	107,305	100%	107,305
1998	2048	50	24	Pump Station 20A Bldg Piping	240,837	115,602	125,235	100%	125,235
1999	2019	20	23	Pump Station 4B Fence	13,225	13,225	0	100%	0
1999	2024	25	23	Pump Station R20 Pavement	21,363	19,654	1,709	100%	1,709
1999	2019	20	23	Pump Station 4B Landscaping	26,450	26,450	0	100%	0

Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
1999	2024	25	23	Pump Station 4B PAVING	35,329	32,503	2,826	100%	2,826
1999	2049	50	23	Pump Station R20 Vault	47,984	22,073	25,912	100%	25,912
1999	2049	50	23	PUMP STATION R20A BUILDING	48,600	22,356	26,244	100%	26,244
1999	2049	50	23	Pump Station 4B Vault	79,352	36,502	42,850	100%	42,850
1999	2074	75	23	Pump Station 4B Yard Piping	157,801	48,392	109,409	100%	109,409
1999	2074	75	23	Pump Station R20 Yard Piping	170,927	52,418	118,510	100%	118,510
1999	2049	50	23	Pump Station 4B Bldg Piping	240,837	110,785	130,052	100%	130,052
1999	2049	50	23	Pump Station R20 Bldg Piping	240,837	110,785	130,052	100%	130,052
1999	2049	50	23	PUMP STATION 20A BUILDING	727,773	334,776	392,997	100%	392,997
1999	2049	50	23	PUMP STATION 4B BUILDING	1,012,687	465,836	546,851	100%	546,851
2000	2020	20	22	60-214-2015-PRV-01: Discharge pressure reducing valve 10"	4,600	4,600	0	100%	0
2000	2020	20	22	60-214-2016-PRV-01: Discharge pressure reducing valve 3"	4,600	4,600	0	100%	0
2000	2020	20	22	60-216-2001-PRV-01: PS 200A pressure reducing valve	4,600	4,600	0	100%	0
2000	2020	20	22	60-315-3001-PRV-0: PS 300A pressure reducing valve	4,600	4,600	0	100%	0
2000	2020	20	22	60-315-3002-PRV-0: PS 300A pressure reducing valve	4,600	4,600	0	100%	0
2000	2020	20	22	Pump Station R300A Fence	6,344	6,344	0	100%	0
2000	2020	20	22	Pump Station R300A Landscaping	12,687	12,687	0	100%	0
2000	2020	20	22	Pump Station 300A Fence	14,325	14,325	0	100%	0
2000	2025	25	22	Pump Station R300A Pavement	16,945	14,912	2,033	100%	2,033
2000	2020	20	22	Pump Station 200A Fence	17,293	17,293	0	100%	0
2000	2025	25	22	60-214-1001-CTV-01: PS 20A PUMP 1 CONTROL VALVE	26,100	22,968	3,132	100%	3,132
2000	2025	25	22	60-214-1002-CTV-01: PS 20A PUMP 2 CONTROL VALVE	26,100	22,968	3,132	100%	3,132
2000	2025	25	22	60-214-1003-CTV-01: PS 20A PUMP 3 CONTROL VALVE	26,100	22,968	3,132	100%	3,132
2000	2020	20	22	Pump Station 300A Landscaping	28,650	28,650	0	100%	0
2000	2020	20	22	Pump Station 200A Landscaping	34,586	34,586	0	100%	0
2000	2050	50	22	Pump Station R300A Vault	38,061	16,747	21,314	100%	21,314
2000	2025	25	22	Pump Station 300A PAVING	38,268	33,676	4,592	100%	4,592
2000	2025	25	22	Pump Station 200A PAVING	46,195	40,651	5,543	100%	5,543
2000	2030	30	22	50-311-1000-MCC-01: PS R300A MOTOR CONTROL CENTER	77,000	56,467	20,533	100%	20,533
2000	2050	50	22	Pump Station 300A Vault	85,953	37,819	48,134	100%	48,134
2000	2050	50	22	Pump Station 200A Vault	103,758	45,653	58,104	100%	58,104
2000	2075	75	22	Pump Station 300A Yard Piping	170,927	50,139	120,789	100%	120,789
2000	2075	75	22	Pump Station R300A Yard Piping	170,927	50,139	120,789	100%	120,789
2000	2075	75	22	Pump Station 200A Yard Piping	206,336	60,525	145,811	100%	145,811
2000	2050	50	22	Pump Station 200A Bldg Piping	240,837	105,968	134,869	100%	134,869
2000	2050	50	22	Pump Station 300A Bldg Piping	240,837	105,968	134,869	100%	134,869
2000	2050	50	22	Pump Station R300A Bldg Piping	240,837	105,968	134,869	100%	134,869
2001	2051	50	21	PUMP STATION 300A BUILDING	788,307	331,089	457,218	100%	457,218
2001	2051	50	21	PUMP STATION 200A BUILDING	951,610	399,676	551,934	100%	551,934
2002	2022	20	20	60-314-1101-FAN-01: PS 30A EXHAUST FAN	500	500	0	100%	0
2002	2017	15	20	60-314-1100-HST-01: PS 30A CHAIN FALL HOIST	1,500	1,500	0	100%	0
2002	2027	25	20	60-314-1003-MTR-01: PS 30A PUMP 3 MOTOR	4,800	3,840	960	100%	960
2002	2027	25	20	60-314-1002-MTR-01: PS 30A PUMP 2 MOTOR	4,800	3,840	960	100%	960
2002	2027	25	20	60-314-1001-MTR-01: PS 30A PUMP 1 MOTOR	4,800	3,840	960	100%	960
2002	2027	25	20	Pump Station R300B Pavement	6,907	5,525	1,381	100%	1,381
2002	2012	10	20	60-314-1004-PMP-01: PS 30A SUMP PUMP	7,800	7,800	0	100%	0
2002	2077	75	20	Pump Station R300B Yard Piping	13,392	3,571	9,821	100%	9,821

DSRSD
Capacity Reserve Fees Study
Pump Stations
Exhibit 4

Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
2002	2052	50	20	Pump Station R300B Vault	15,513	6,205	9,308	100%	9,308
2002	2022	20	20	Pump Station 30A Landscaping	19,034	19,034	0	100%	0
2002	2022	20	20	60-314-1001-PMP-01: PS 30A PUMP 1	23,500	23,500	0	100%	0
2002	2022	20	20	60-314-1002-PMP-01: PS 30A PUMP 2	23,500	23,500	0	100%	0
2002	2022	20	20	60-314-1003-PMP-01: PS 30A PUMP 3	23,500	23,500	0	100%	0
2002	2027	25	20	Pump Station 30A PAVING	25,422	20,338	5,084	100%	5,084
2002	2027	25	20	60-314-1001-CTV-01: PS 30A PUMP 1 CONTROL VALVE	26,100	20,880	5,220	100%	5,220
2002	2027	25	20	60-314-1002-CTV-01: PS 30A PUMP 2 CONTROL VALVE	26,100	20,880	5,220	100%	5,220
2002	2027	25	20	60-314-1003-CTV-01: PS 30A PUMP 3 CONTROL VALVE	26,100	20,880	5,220	100%	5,220
2002	2027	25	20	60-314-3104-CTV-01: Control Valve	31,600	25,280	6,320	100%	6,320
2002	2052	50	20	Pump Station 30A Vault	57,102	22,841	34,261	100%	34,261
2002	2032	30	20	60-314-1000-MCC-01: PS 30A MOTOR CONTROL CENTER	77,000	51,333	25,667	100%	25,667
2002	2052	50	20	Pump Station R300B Bldg Piping	112,824	45,130	67,695	100%	67,695
2002	2077	75	20	Pump Station 30A Yard Piping	113,553	30,281	83,272	100%	83,272
2002	2052	50	20	Pump Station 30A Bldg Piping	240,837	96,335	144,502	100%	144,502
2002	2052	50	20	PUMP STATION 30A BUILDING	864,000	345,600	518,400	100%	518,400
2003	2028	25	19	60-216-1101-MTR-01: PS 200A AIR HANDLING UNIT MOTOR	800	608	192	100%	192
2003	2028	25	19	60-315-1101-MTR-01: PS 300A AIR HANDLING UNIT MOTOR	800	608	192	100%	192
2003	2018	15	19	60-216-1100-HST-01: PS 200A CHAIN FALL HOIST	1,500	1,500	0	100%	0
2003	2018	15	19	60-315-1100-HST-01: PS 300A CHAIN FALL HOIST	1,500	1,500	0	100%	0
2003	2018	15	19	60-216-1101-AHU-01: PS 200A AIR HANDLING UNIT	6,200	6,200	0	100%	0
2003	2018	15	19	60-315-1101-AHU-01: PS 300A AIR HANDLING UNIT	6,200	6,200	0	100%	0
2003	2028	25	19	60-315-1003-MTR-01: PS 300A PUMP 3 MOTOR	8,300	6,308	1,992	100%	1,992
2003	2028	25	19	60-315-1002-MTR-01: PS 300A PUMP 2 MOTOR	8,300	6,308	1,992	100%	1,992
2003	2028	25	19	60-315-1001-MTR-01: PS 300A PUMP 1 MOTOR	8,300	6,308	1,992	100%	1,992
2003	2028	25	19	60-216-1004-MTR-01: PS 200A PUMP 4 MOTOR	9,800	7,448	2,352	100%	2,352
2003	2028	25	19	60-216-1002-MTR-01: PS 200A PUMP 2 MOTOR	9,800	7,448	2,352	100%	2,352
2003	2028	25	19	60-216-1001-MTR-01: PS 200A PUMP 1 MOTOR	9,800	7,448	2,352	100%	2,352
2003	2023	20	19	60-315-1001-PMP-01: PS 300A PUMP 1	55,900	53,105	2,795	100%	2,795
2003	2023	20	19	60-315-1002-PMP-01: PS 300A PUMP 2	55,900	53,105	2,795	100%	2,795
2003	2023	20	19	60-315-1003-PMP-01: PS 300A PUMP 3	55,900	53,105	2,795	100%	2,795
2003	2028	25	19	60-216-1001-PMP-01: PS 200A PUMP 1	76,700	58,292	18,408	100%	18,408
2003	2028	25	19	60-216-1002-PMP-01: PS 200A PUMP 2	76,700	58,292	18,408	100%	18,408
2003	2028	25	19	60-216-1003-PMP-01: PS 200A PUMP 3	76,700	58,292	18,408	100%	18,408
2003	2028	25	19	60-216-1004-PMP-01: PS 200A PUMP 4	76,700	58,292	18,408	100%	18,408
2003	2033	30	19	60-315-1000-MCC-01: PS 300A MOTOR CONTROL CENTER	77,000	48,767	28,233	100%	28,233
2003	2033	30	19	60-216-1000-MCC-01: PS 200A MOTOR CONTROL CENTER	77,000	48,767	28,233	100%	28,233
2004	2019	15	18	50-312-1100-HST-01: PS R300B CHAIN FALL HOIST	1,500	1,500	0	100%	0
2004	2019	15	18	60-317-1100-HST-01: PS 300C CHAIN FALL HOIST	1,500	1,500	0	100%	0
2004	2029	25	18	50-311-1001-MTR-01: PS R300A PUMP 1 MOTOR	3,800	2,736	1,064	100%	1,064
2004	2029	25	18	50-311-1002-MTR-01: PS R300A PUMP 2 MOTOR	3,800	2,736	1,064	100%	1,064
2004	2029	25	18	50-312-1001-MTR-01: PS R300B PUMP 1 MOTOR	3,800	2,736	1,064	100%	1,064
2004	2029	25	18	50-312-1002-MTR-01: PS R300B PUMP 2 MOTOR	3,800	2,736	1,064	100%	1,064
2004	2029	25	18	50-312-1003-MTR-01: PS R300B PUMP 3 MOTOR	3,800	2,736	1,064	100%	1,064
2004	2029	25	18	60-213-1002-MTR-01: PS 2C PUMP 2 MOTOR	4,600	3,312	1,288	100%	1,288
2004	2024	20	18	60-215-1210-PRV-01: 14 IN PRESSURE REDUCING VALVE	4,600	4,140	460	100%	460
2004	2019	15	18	60-311-1100-AHU-01: PS 3A AIR HANDLING UNIT	6,200	6,200	0	100%	0
2004	2019	15	18	50-311-1100-AHU-01: PS R300A AIR HANDLING UNIT	6,200	6,200	0	100%	0

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Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
2004	2034	30	18	60-317-1002-RVS-01: PS 300C PUMP 2 MOTOR SOFT STARTER	6,200	3,720	2,480	100%	2,480
2004	2029	25	18	50-311-3600-RTU-01: PS R300A RTU	7,700	5,544	2,156	100%	2,156
2004	2014	10	18	60-311-1004-PMP-01: PS 3A SUMP PUMP	7,800	7,800	0	100%	0
2004	2029	25	18	60-317-1001-MTR-01: PS 300C PUMP 1 MOTOR	8,300	5,976	2,324	100%	2,324
2004	2029	25	18	60-317-1002-MTR-01: PS 300C PUMP 2 MOTOR	8,300	5,976	2,324	100%	2,324
2004	2029	25	18	60-317-1003-MTR-01: PS 300C PUMP 3 MOTOR	8,300	5,976	2,324	100%	2,324
2004	2016	12	18	50-311-1001-VFD-01: PS R300A PUMP 1 MOTOR VARIABLE FREQUENCY DRIVE	15,600	15,600	0	100%	0
2004	2016	12	18	50-311-1002-VFD-01: PS R300A PUMP 2 MOTOR VARIABLE FREQUENCY DRIVE	15,600	15,600	0	100%	0
2004	2016	12	18	60-317-1001-VFD-01: PS 300C PUMP 1 MOTOR VARIABLE FREQUENCY DRIVE	24,300	24,300	0	100%	0
2004	2016	12	18	60-317-1003-VFD-01: PS 300C PUMP 3 MOTOR VARIABLE FREQUENCY DRIVE	24,300	24,300	0	100%	0
2004	2024	20	18	Pump Station 10A Landscaping	31,754	28,579	3,175	100%	3,175
2004	2029	25	18	60-213-1001-PMP-01: PS 2C PUMP 1	38,800	27,936	10,864	100%	10,864
2004	2029	25	18	60-213-1002-PMP-01: PS 2C PUMP 2	38,800	27,936	10,864	100%	10,864
2004	2029	25	18	60-213-1003-PMP-01: PS 2C PUMP 3	38,800	27,936	10,864	100%	10,864
2004	2029	25	18	50-311-1001-PMP-01: PS R300A PUMP 1	38,800	27,936	10,864	100%	10,864
2004	2029	25	18	50-311-1002-PMP-01: PS R300A PUMP 2	38,800	27,936	10,864	100%	10,864
2004	2024	20	18	50-312-1001-PMP-01: PS R300B PUMP 1	38,800	34,920	3,880	100%	3,880
2004	2024	20	18	50-312-1002-PMP-01: PS R300B PUMP 2	38,800	34,920	3,880	100%	3,880
2004	2024	20	18	50-312-1003-PMP-01: PS R300B PUMP 3	38,800	34,920	3,880	100%	3,880
2004	2029	25	18	Pump Station 10A PAVING	42,414	30,538	11,876	100%	11,876
2004	2024	20	18	60-317-1001-PMP-01: PS 300C PUMP 1	55,900	50,310	5,590	100%	5,590
2004	2024	20	18	60-317-1002-PMP-01: PS 300C PUMP 2	55,900	50,310	5,590	100%	5,590
2004	2024	20	18	60-317-1003-PMP-01: PS 300C PUMP 3	55,900	50,310	5,590	100%	5,590
2004	2034	30	18	60-311-1000-MCC-01: PS 3A MOTOR CONTROL CENTER	77,000	46,200	30,800	100%	30,800
2004	2034	30	18	60-317-1000-MCC-01: PS 300C MOTOR CONTROL CENTER	77,000	46,200	30,800	100%	30,800
2004	2034	30	18	60-213-1000-MCC-01: PS 2C MOTOR CONTROL CENTER	77,000	46,200	30,800	100%	30,800
2004	2054	50	18	Pump Station 10A Vault	95,265	34,295	60,969	100%	60,969
2004	2079	75	18	Pump Station 10A Yard Piping	189,445	45,467	143,978	100%	143,978
2004	2054	50	18	Pump Station 10A Bldg Piping	301,201	108,432	192,769	100%	192,769
2005	2030	25	17	50-211-1004-MTR-01: PS R20 AIR COMPRESSOR MOTOR	1,100	748	352	100%	352
2005	2020	15	17	50-211-1100-HST-01: PS R20 ELECTRIC CHAIN FALL HOIST	1,500	1,500	0	100%	0
2005	2025	20	17	60-215-1211-PRV-01: PS 20B PRESSURE REGULATING VALVE	4,600	3,910	690	100%	690
2005	2030	25	17	50-211-2400-RTU-01: PS R20 RTU	7,700	5,236	2,464	100%	2,464
2005	2025	20	17	60-112-1141-MOV-01: PS 10A Electric Actuator/Positioner 141	9,200	7,820	1,380	100%	1,380
2005	2025	20	17	60-112-1142-MOV-01: PS 10A Electric Actuator/Positioner 142	9,200	7,820	1,380	100%	1,380
2005	2025	20	17	60-112-1143-MOV-01: PS 10A Electric Actuator/Positioner 143	9,200	7,820	1,380	100%	1,380
2005	2020	15	17	50-211-1004-ACO-01: PS R20 AIR COMPRESSOR	10,500	10,500	0	100%	0
2005	2025	20	17	Pump Station 300C Fence	12,237	10,402	1,836	100%	1,836
2005	2030	25	17	50-211-1001-MTR-01: PS R20 PUMP 1 MOTOR	13,300	9,044	4,256	100%	4,256
2005	2030	25	17	50-211-1002-MTR-01: PS R20 PUMP 2 MOTOR	13,300	9,044	4,256	100%	4,256
2005	2030	25	17	50-211-1003-MTR-01: PS R20 PUMP 3 MOTOR	13,300	9,044	4,256	100%	4,256
2005	2025	20	17	Pump Station 300C Landscaping	24,476	20,805	3,671	100%	3,671
2005	2030	25	17	Pump Station 300C PAVING	32,692	22,230	10,461	100%	10,461
2005	2055	50	17	Pump Station 300C Vault	73,428	24,966	48,463	100%	48,463
2005	2030	25	17	50-211-1001-PMP-01: PS R20 PUMP 1	95,900	65,212	30,688	100%	30,688
2005	2030	25	17	50-211-1002-PMP-01: PS R20 PUMP 2	95,900	65,212	30,688	100%	30,688
2005	2030	25	17	50-211-1003-PMP-01: PS R20 PUMP 3	95,900	65,212	30,688	100%	30,688
2005	2055	50	17	PUMP STATION R300B BUILDING	142,277	48,374	93,903	100%	93,903

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Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
2005	2080	75	17	Pump Station 300C Yard Piping	146,021	33,098	112,923	100%	112,923
2005	2055	50	17	Pump Station 300C Bldg Piping	240,837	81,884	158,952	100%	158,952
2005	2055	50	17	PUMP STATION 300C BUILDING	243,000	82,620	160,380	100%	160,380
2005	2055	50	17	PUMP STATION R300A BUILDING	349,074	118,685	230,389	100%	230,389
2005	2055	50	17	PUMP STATION 10A BUILDING	873,712	297,062	576,650	100%	576,650
2006	2026	20	16	60-112-1101-FAN-01: PS 10A EXHAUST FAN	500	400	100	100%	100
2006	2031	25	16	60-112-1001-MTR-01: PS 10A PUMP 1 MOTOR	2,300	1,472	828	100%	828
2006	2031	25	16	60-112-1002-MTR-01: PS 10A PUMP 2 MOTOR	2,300	1,472	828	100%	828
2006	2031	25	16	60-112-1003-MTR-01: PS 10A PUMP 3 MOTOR	2,300	1,472	828	100%	828
2006	2021	15	16	60-112-1100-HST-01: PS 10A ELECTRIC CHAIN HOIST	3,100	3,100	0	100%	0
2006	2018	12	16	60-112-1001-VFD-01: PS 10A PUMP 1 MOTOR VARIABLE FREQUENCY DRIVE	12,800	12,800	0	100%	0
2006	2018	12	16	60-112-1002-VFD-01: PS 10A PUMP 2 MOTOR VARIABLE FREQUENCY DRIVE	12,800	12,800	0	100%	0
2006	2018	12	16	60-112-1003-VFD-01: PS 10A PUMP 3 MOTOR VARIABLE FREQUENCY DRIVE	12,800	12,800	0	100%	0
2006	2026	20	16	60-112-1001-PMP-01: PS 10A PUMP 1	19,400	15,520	3,880	100%	3,880
2006	2026	20	16	60-112-1002-PMP-01: PS 10A PUMP 2	19,400	15,520	3,880	100%	3,880
2006	2026	20	16	60-112-1003-PMP-01: PS 10A PUMP 3	19,400	15,520	3,880	100%	3,880
2006	2031	25	16	60-112-1001-CTV-01: PS 10A PUMP 1 CONTROL VALVE	31,600	20,224	11,376	100%	11,376
2006	2031	25	16	60-112-1002-CTV-01: PS 10A PUMP 2 CONTROL VALVE	31,600	20,224	11,376	100%	11,376
2006	2031	25	16	60-112-1003-CTV-01: PS 10A PUMP 3 CONTROL VALVE	31,600	20,224	11,376	100%	11,376
2006	2026	20	16	Pump Station 20B Landscaping	37,181	29,745	7,436	100%	7,436
2006	2031	25	16	Pump Station 20B PAVING	49,662	31,783	17,878	100%	17,878
2006	2036	30	16	60-112-1000-MCC-01: PS 10A MOTOR CONTROL CENTER	77,000	41,067	35,933	100%	35,933
2006	2036	30	16	50-312-1000-MCC-01: PS R300B MOTOR CONTROL CENTER	77,000	41,067	35,933	100%	35,933
2006	2056	50	16	Pump Station 20B Vault	111,545	35,694	75,850	100%	75,850
2006	2081	75	16	Pump Station 20B Yard Piping	228,006	48,641	179,365	100%	179,365
2006	2056	50	16	Pump Station 20B Bldg Piping	278,673	89,176	189,498	100%	189,498
2006	2056	50	16	PUMP STATION 20B BUILDING	1,023,025	327,368	695,657	100%	695,657
2007	2027	20	15	60-215-1101-FAN-01: PS 20B EXHAUST FAN	500	375	125	100%	125
2007	2022	15	15	60-215-1100-HST-01: PS 20B ELECTRIC CHAIN HOIST	3,100	3,100	0	100%	0
2007	2027	20	15	60-411-0001-PRV-01: PS 4A Pressure Relief and Surge Anticipator Valve	4,600	3,450	1,150	100%	1,150
2007	2022	15	15	60-135-1959-ESE-01: TO 5 EMERGENCY SHOWER AND EYEWASH STATION	5,000	5,000	0	100%	0
2007	2032	25	15	60-215-4100-RTU-01: PS 20B RTU	7,700	4,620	3,080	100%	3,080
2007	2032	25	15	60-411-1001-CTV-01: PS 4A PUMP 1 CONTROL VALVE	19,900	11,940	7,960	100%	7,960
2007	2032	25	15	60-411-1002-CTV-01: PS 4A PUMP 2 CONTROL VALVE	19,900	11,940	7,960	100%	7,960
2007	2032	25	15	60-411-1003-CTV-01: PS 4A PUMP 3 CONTROL VALVE	19,900	11,940	7,960	100%	7,960
2007	2037	30	15	60-215-1000-MCC-01: PS 20B MOTOR CONTROL CENTER	77,000	38,500	38,500	100%	38,500
2008	2038	30	14	60-411-1000-MCC-01: PS 4A MOTOR CONTROL CENTER	77,000	35,933	41,067	100%	41,067
2008	2058	50	14	PUMP STATION 4A BUILDING	651,280	182,358	468,922	100%	468,922
2009	2029	20	13	60-316-1005-FAN-01: PS 300B EXHAUST FAN 1	500	325	175	100%	175
2009	2029	20	13	60-316-1006-FAN-01: PS 300B EXHAUST FAN 2	500	325	175	100%	175
2009	2024	15	13	60-313-1100-HST-01: PS 3C CHAIN FALL HOIST	1,500	1,300	200	100%	200
2009	2034	25	13	60-212-1001-MTR-01: PS 2B PUMP 1 MOTOR	2,100	1,092	1,008	100%	1,008
2009	2034	25	13	60-212-1002-MTR-01: PS 2B PUMP 2 MOTOR	2,100	1,092	1,008	100%	1,008
2009	2034	25	13	60-312-1001-MTR-01: PS 3B PUMP 1 MOTOR	2,300	1,196	1,104	100%	1,104
2009	2034	25	13	60-312-1002-MTR-01: PS 3B PUMP 2 MOTOR	2,800	1,456	1,344	100%	1,344
2009	2034	25	13	60-312-1003-MTR-01: PS 3B PUMP 3 MOTOR	2,800	1,456	1,344	100%	1,344
2009	2034	25	13	60-313-1001-MTR-01: PS 3C RES 2A PUMP 1 MOTOR	4,800	2,496	2,304	100%	2,304
2009	2034	25	13	60-313-1002-MTR-01: PS 3C RES 2A PUMP 2 MOTOR	4,800	2,496	2,304	100%	2,304
2009	2034	25	13	60-313-1003-MTR-01: PS 3C RES 2A PUMP 3 MOTOR	4,800	2,496	2,304	100%	2,304

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Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
2009	2034	25	13	60-411-1001-MTR-01: PS 4A PUMP 1 MOTOR	5,800	3,016	2,784	100%	2,784
2009	2034	25	13	60-411-1002-MTR-01: PS 4A PUMP 2 MOTOR	5,800	3,016	2,784	100%	2,784
2009	2034	25	13	60-411-1003-MTR-01: PS 4A PUMP 3 MOTOR	5,800	3,016	2,784	100%	2,784
2009	2024	15	13	60-411-1100-AHU-01: PS 4A AIR HANDLING UNIT	6,200	5,373	827	100%	827
2009	2034	25	13	60-211-0300-RTU-01: PS 2A RTU	7,700	4,004	3,696	100%	3,696
2009	2034	25	13	60-212-0400-RTU-01: PS 2B RTU	7,700	4,004	3,696	100%	3,696
2009	2034	25	13	60-111-1500-RTU-01: PS 1A RTU	7,700	4,004	3,696	100%	3,696
2009	2019	10	13	60-312-1004-PMP-01: PS 3B SUMP PUMP	7,800	7,800	0	100%	0
2009	2019	10	13	60-313-1004-PMP-01: PS 3C RES 2A SUMP PUMP	7,800	7,800	0	100%	0
2009	2034	25	13	60-316-1001-MTR-01: PS 300B PUMP 1 MOTOR	8,600	4,472	4,128	100%	4,128
2009	2034	25	13	60-316-1002-MTR-01: PS 300B PUMP 2 MOTOR	8,600	4,472	4,128	100%	4,128
2009	2034	25	13	60-316-1003-MTR-01: PS 300B PUMP 3 MOTOR	8,600	4,472	4,128	100%	4,128
2009	2034	25	13	60-216-1003-MTR-01: PS 200A PUMP 3 MOTOR	9,800	5,096	4,704	100%	4,704
2009	2029	20	13	Pump Station 4A Landscaping	14,499	9,424	5,075	100%	5,075
2009	2034	25	13	Pump Station 4A PAVING	19,365	10,070	9,295	100%	9,295
2009	2034	25	13	60-212-1001-PMP-01: PS 2B PUMP 1	25,200	13,104	12,096	100%	12,096
2009	2034	25	13	60-212-1002-PMP-01: PS 2B PUMP 2	25,200	13,104	12,096	100%	12,096
2009	2034	25	13	60-312-1001-PMP-01: PS 3B PUMP 1	25,200	13,104	12,096	100%	12,096
2009	2034	25	13	60-312-1002-PMP-01: PS 3B PUMP 2	25,200	13,104	12,096	100%	12,096
2009	2034	25	13	60-312-1003-PMP-01: PS 3B PUMP 3	25,200	13,104	12,096	100%	12,096
2009	2034	25	13	60-411-1001-PMP-01: PS 4A PUMP 1	29,300	15,236	14,064	100%	14,064
2009	2034	25	13	60-411-1002-PMP-01: PS 4A PUMP 2	29,300	15,236	14,064	100%	14,064
2009	2034	25	13	60-411-1003-PMP-01: PS 4A PUMP 3	29,300	15,236	14,064	100%	14,064
2009	2029	20	13	Pump Station 300B Landscaping	34,627	22,508	12,119	100%	12,119
2009	2059	50	13	Pump Station 4A Vault	43,497	11,309	32,188	100%	32,188
2009	2034	25	13	60-313-1001-PMP-01: PS 3C RES 2A PUMP 1	51,700	26,884	24,816	100%	24,816
2009	2034	25	13	60-313-1002-PMP-01: PS 3C RES 2A PUMP 2	51,700	26,884	24,816	100%	24,816
2009	2034	25	13	60-313-1003-PMP-01: PS 3C RES 2A PUMP 3	51,700	26,884	24,816	100%	24,816
2009	2034	25	13	60-316-1001-PMP-01: PS 300B PUMP 1	76,700	39,884	36,816	100%	36,816
2009	2034	25	13	60-316-1002-PMP-01: PS 300B PUMP 2	76,700	39,884	36,816	100%	36,816
2009	2034	25	13	60-316-1003-PMP-01: PS 300B PUMP 3	76,700	39,884	36,816	100%	36,816
2009	2039	30	13	60-211-1000-MCC-01: PS 2A MOTOR CONTROL CENTER	77,000	33,367	43,633	100%	43,633
2009	2039	30	13	60-316-1000-MCC-01: PS 300B MOTOR CONTROL CENTER	77,000	33,367	43,633	100%	43,633
2009	2039	30	13	60-212-1000-MCC-01: PS 2B MOTOR CONTROL CENTER	77,000	33,367	43,633	100%	43,633
2009	2039	30	13	60-312-1000-MCC-01: PS 3B MOTOR CONTROL CENTER	77,000	33,367	43,633	100%	43,633
2009	2039	30	13	60-313-0001-MCC-01: PS 3C RES 2A MOTOR CONTROL CENTER	77,000	33,367	43,633	100%	43,633
2009	2034	25	13	Pump Station 300B PAVING	90,320	46,967	43,354	100%	43,354
2009	2084	75	13	Pump Station 300B Yard Piping	94,516	16,383	78,133	100%	78,133
2009	2059	50	13	Pump Station 300B Vault	97,123	25,252	71,871	100%	71,871
2009	2059	50	13	Pump Station 300B Bldg Piping	115,519	30,035	85,484	100%	85,484
2009	2084	75	13	Pump Station 4A Yard Piping	225,205	39,036	186,169	100%	186,169
2009	2059	50	13	Pump Station 4A Bldg Piping	275,251	71,565	203,686	100%	203,686
2009	2059	50	13	PUMP STATION 300B BUILDING	1,633,163	424,622	1,208,541	100%	1,208,541
2010	2035	25	12	60-211-1001-MTR-01: PS 2A PUMP 1 MOTOR	2,800	1,344	1,456	100%	1,456
2010	2035	25	12	60-211-1002-MTR-01: PS 2A PUMP 2 MOTOR	2,800	1,344	1,456	100%	1,456
2010	2035	25	12	60-211-1001-PMP-01: PS 2A PUMP 1	25,200	12,096	13,104	100%	13,104
2010	2035	25	12	60-211-1002-PMP-01: PS 2A PUMP 2	25,200	12,096	13,104	100%	13,104
2011	2041	30	11	60-315-1001-LSS-01: PS 300A PUMP 1 MOTOR STARTER	6,200	2,273	3,927	100%	3,927
2011	2041	30	11	60-315-1002-LSS-01: PS 300A PUMP 2 MOTOR STARTER	6,200	2,273	3,927	100%	3,927

Install. Year	Repl. Year	Useful Life	In Service		Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN	
2011	2041	30	11	60-315-1003-LSS-01: PS 300A PUMP 3 MOTOR STARTER	6,200	2,273	3,927	100%	3,927	
2012	2042	30	10	60-216-1003-LSS-01: PS 200A PUMP 3 MOTOR STARTER	6,200	2,067	4,133	100%	4,133	
2013	2033	20	9	60-211-1100-FAN-01: PS 2A EXHAUST FAN	500	225	275	100%	275	
2013	2033	20	9	60-212-1100-FAN-01: PS 2B EXHAUST FAN	500	225	275	100%	275	
2014	2039	25	8	60-412-1001-CKV-01: PS 4B RES 3B PUMP 1 CONTROL VALVE	4,600	1,472	3,128	100%	3,128	
2014	2039	25	8	60-412-1002-CKV-01: PS 4B RES 3B PUMP 2 CONTROL VALVE	4,600	1,472	3,128	100%	3,128	
2014	2039	25	8	60-412-1001-MTR-01: PS 4B RES 3B PUMP 1 MOTOR	4,800	1,536	3,264	100%	3,264	
2014	2039	25	8	60-412-1002-MTR-01: PS 4B RES 3B PUMP 2 MOTOR	4,800	1,536	3,264	100%	3,264	
2014	2024	10	8	60-111-1004-PMP-01: PS 1A TO 2 SUMP PUMP	7,800	6,240	1,560	100%	1,560	
2014	2024	10	8	60-211-1003-PMP-01: PS 2A SUMP PUMP	7,800	6,240	1,560	100%	1,560	
2014	2024	10	8	60-212-1003-PMP-01: PS 2B SUMP PUMP	7,800	6,240	1,560	100%	1,560	
2014	2024	10	8	60-213-1004-PMP-01: PS 2C SUMP PUMP	7,800	6,240	1,560	100%	1,560	
2014	2029	15	8	60-412-1101-ACO-01: PS 4B RES 3B AIR COMPRESSOR	12,000	6,400	5,600	100%	5,600	
2014	2039	25	8	60-412-0002-CTV-01: PS 4B PRESSURE CONTROL VALVE 2	12,600	4,032	8,568	100%	8,568	
2014	2039	25	8	60-412-1001-PMP-01: PS 4B RES 3B PUMP 1	23,500	7,520	15,980	100%	15,980	
2014	2039	25	8	60-412-1002-PMP-01: PS 4B RES 3B PUMP 2	23,500	7,520	15,980	100%	15,980	
2014	2039	25	8	60-412-0001-CTV-01: PS 4B PRESSURE CONTROL VALVE 1	26,100	8,352	17,748	100%	17,748	
2017	2042	25	5	60-213-1001-MTR-01: PS 2C PUMP 1 MOTOR	4,600	920	3,680	100%	3,680	
2017	2042	25	5	60-213-1003-MTR-01: PS 2C PUMP 3 MOTOR	4,600	920	3,680	100%	3,680	
2017	2047	30	5	60-216-1001-LSS-01: PS 200A PUMP 1 MOTOR STARTER	6,200	1,033	5,167	100%	5,167	
2017	2047	30	5	60-216-1004-LSS-01: PS 200A PUMP 4 MOTOR STARTER	6,200	1,033	5,167	100%	5,167	
2017	2042	25	5	50-312-3700-RTU-01: PS R300B RTU	7,700	1,540	6,160	100%	6,160	
2018	2028	10	4	60-412-4203-PMP-01: PS 4B ammonia pump skid	300	120	180	100%	180	
2018	2028	10	4	60-412-4204-PMP-01: PS 4B chlorine pump skid	300	120	180	100%	180	
2018	2048	30	4	60-216-1002-LSS-01: PS 200A PUMP 2 MOTOR STARTER	6,200	827	5,373	100%	5,373	
2018	2043	25	4	60-213-0500-RTU-01: PS 2C RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-311-0600-RTU-01: PS 3A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-312-0700-RTU-01: PS 3B RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-313-0800-RTU-01: PS 3C RES 2A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-412-1200-RTU-01: PS 4B RES 3B RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-112-1300-RTU-01: PS 10A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-214-1700-RTU-01: PS 20A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-216-1900-RTU-01: PS 200A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-315-2000-RTU-01: PS 300A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-314-2800-RTU-01: PS 30A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-317-3300-RTU-01: PS 300C RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-411-5000-RTU-01: PS 4A RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-9000RTU: RTU FOR MAIN DATA CONCENTRATOR	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-9100RTU: RTU FOR WEST DUBLIN DATA CONCENTRATOR	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-9300RTU: RTU FOR DOUGHERTY VALLEY DATA CONCENTRATOR	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-316-2700-RTU-01: PS 300B RTU	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-8800RTU: RTU-IGS FOR FOD FRONT END PROCESSOR	7,700	1,232	6,468	100%	6,468	
2018	2043	25	4	60-8900RTU: RTU-IGS2 FOR FOD FRONT END PROCESSOR	7,700	1,232	6,468	100%	6,468	
2018	2058	40	4	60-412-4205-TNK-01: AMMONIA HYDROXIDE (AMMONIA) STORAGE TANK	27,700	2,770	24,930	100%	24,930	
2018	2058	40	4	60-412-4206-TNK-01: SODIUM HYPOCHLORITE (CHLORINE) STORAGE	39,100	3,910	35,190	100%	35,190	
2018	2048	30	4	60-412-1000-MCC-01: PS 4B MOTOR CONTROL CENTER	77,000	10,267	66,733	100%	66,733	
Total Existing Pump Station Assets					\$25,814,955	\$12,782,168	\$13,032,788		\$13,032,788	
Total DUEs 2021								35,991	Existing	
Total Pump Station Buy-in CRF (\$/DUE)								\$362.12		
Future Pump Station										
Total Future Pump Station					\$0				\$0	
Net Future DUEs 2020 - 2035								6,567	Future	
Total Future Pump Station Expansion CRF (\$/DUE)								\$0.00		
Total Pump Station Buy-in and Expansion CRF (\$/DUE)								\$362.12		

Notes:

[1] Costs are in 2021 replacement cost dollars based on DSRSD asset management program.

DSRSD
Capacity Reserve Fees Study
Reservoirs
Exhibit 5

Install. Year	Repl. Year	Useful Life	In Service			Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
Existing Reservoir										
1950	1965	15	72	RESERVOIR 10A (CAMP PARKS)	Reservoir 10A Yard Lighting	\$36,527	\$36,527	\$0	100%	\$0
1950	1975	25	72	RESERVOIR 10A (CAMP PARKS)	Reservoir 10A Fencing	109,581	109,581	0	100%	0
1950	2000	50	72	RESERVOIR 10A (CAMP PARKS)	Reservoir 10A Yard Electrical	268,233	268,233	0	100%	0
1950	1975	25	72	RESERVOIR 10A (CAMP PARKS)	Reservoir 10A Paving	328,743	328,743	0	100%	0
1950	2025	75	72	Reservoir 10A-CAMP PARKS	UndergroundReservoir	6,285,600	6,034,176	251,424	100%	251,424
1961	1976	15	61	Reservoir 1A	60-121-1952-ESE-01: RES 1A EMERGENCY SHOWER AND EYEWASH STATION	5,000	5,000	0	100%	0
1961	1976	15	61	RESERVOIR 1A	Reservoir 1A Yard Lighting	24,547	24,547	0	100%	0
1961	1986	25	61	RESERVOIR 1A	Reservoir 1A Fencing	73,641	73,641	0	100%	0
1961	2011	50	61	RESERVOIR 1A	Reservoir 1A Yard Electrical	180,260	180,260	0	100%	0
1961	2036	75	61	Reservoir 1A	Above GroundReservoir	3,996,000	3,250,080	745,920	100%	745,920
1964	1989	25	58	RESERVOIR 2A	Reservoir 2A ACCESS ROAD	4,698	4,698	0	100%	0
1964	1979	15	58	RESERVOIR 2A	Reservoir 2A Yard Lighting	9,572	9,572	0	100%	0
1964	1989	25	58	RESERVOIR 2A	Reservoir 2A Fencing	28,717	28,717	0	100%	0
1964	2014	50	58	RESERVOIR 2A	Reservoir 2A Yard Electrical	70,293	70,293	0	100%	0
1964	1989	25	58	RESERVOIR 2A	Reservoir 2A Paving	86,151	86,151	0	100%	0
1964	2039	75	58	Reservoir 2A	Above GroundReservoir	1,498,500	1,158,840	339,660	100%	339,660
1969	1984	15	53	RESERVOIR 3B	Reservoir 3B Yard Lighting	4,540	4,540	0	100%	0
1969	1984	15	53	Reservoir 3B	60-322-1956-ESE-01: RES 3B EMERGENCY SHOWER AND EYEWASH STATION	5,000	5,000	0	100%	0
1969	1994	25	53	RESERVOIR 3B	Reservoir 3B Fencing	13,622	13,622	0	100%	0
1969	2019	50	53	RESERVOIR 3B	Reservoir 3B Yard Electrical	33,344	33,344	0	100%	0
1969	1994	25	53	RESERVOIR 3B	Reservoir 3B ACCESS ROAD	81,000	81,000	0	100%	0
1969	2044	75	53	Reservoir 3B	Above GroundReservoir	659,340	465,934	193,406	100%	193,406
1983	1998	15	39	RESERVOIR 1B (DOUGHERTY)	Reservoir 1B Yard Lighting	48,507	48,507	0	100%	0
1983	2033	50	39	RESERVOIR 1B (DOUGHERTY)	Reservoir 1B Yard Electrical	356,206	277,840	78,365	100%	78,365
1983	2058	75	39	Reservoir 1B-DOUGHERTY	Above GroundReservoir	7,992,000	4,155,840	3,836,160	100%	3,836,160
1985	2000	15	37	RESERVOIR 3A	Reservoir 3A Yard Lighting	8,374	8,374	0	100%	0
1985	2010	25	37	RESERVOIR 3A	Reservoir 3A Fencing	25,123	25,123	0	100%	0
1985	2035	50	37	RESERVOIR 3A	Reservoir 3A Yard Electrical	61,495	45,506	15,989	100%	15,989
1985	2060	75	37	Reservoir 3A-BLACK	Above GroundReservoir	1,298,700	640,692	658,008	100%	658,008
1991	2021	30	31	RESERVOIR 1A	Reservoir 1A ACCESS ROAD	52,405	52,405	0	100%	0
1999	2024	25	23	RESERVOIR 20A	Reservoir 20A ACCESS ROAD	39,204	36,068	3,136	100%	3,136
1999	2014	15	23	RESERVOIR 20A	Reservoir 20A Yard Lighting	40,121	40,121	0	100%	0
1999	2024	25	23	RESERVOIR 20A	Reservoir 20A Fencing	120,363	110,734	9,629	100%	9,629
1999	2049	50	23	RESERVOIR 20A	Reservoir 20A Yard Electrical	294,625	135,528	159,098	100%	159,098
1999	2074	75	23	Reservoir 20A	Above GroundReservoir	6,593,400	2,021,976	4,571,424	100%	4,571,424
2001	2016	15	21	RESERVOIR 200A	Reservoir 200A Yard Lighting	36,495	36,495	0	100%	0
2001	2026	25	21	RESERVOIR 200A	Reservoir 200A Fencing	109,486	91,968	17,518	100%	17,518
2001	2026	25	21	RESERVOIR 200A	Reservoir 200A ACCESS ROAD	140,567	118,077	22,491	100%	22,491
2001	2051	50	21	RESERVOIR 200A	Reservoir 200A Yard Electrical	268,000	112,560	155,440	100%	155,440
2001	2076	75	21	Reservoir 200A	Above GroundReservoir	5,194,800	1,454,544	3,740,256	100%	3,740,256
2002	2027	25	20	RESERVOIR 10B	Reservoir 10B Access Road	3,281	2,625	656	100%	656
2002	2017	15	20	RESERVOIR 30A	Reservoir 30A Yard Lighting	14,004	14,004	0	100%	0
2002	2017	15	20	RESERVOIR 10B	Reservoir 10B Yard Lighting	42,007	42,007	0	100%	0
2002	2027	25	20	RESERVOIR 30A	Reservoir 30A Fencing	42,014	33,611	8,403	100%	8,403
2002	2027	25	20	RESERVOIR 30A	Reservoir 30A ACCESS ROAD	83,851	67,081	16,770	100%	16,770
2002	2052	50	20	RESERVOIR 30A	Reservoir 30A Yard Electrical	102,843	41,137	61,706	100%	61,706
2002	2027	25	20	RESERVOIR 10B	Reservoir 10B Fencing	126,019	100,815	25,204	100%	25,204
2002	2052	50	20	RESERVOIR 10B	Reservoir 10B Yard Electrical	308,467	123,387	185,080	100%	185,080
2002	2077	75	20	Reservoir 30A	Above GroundReservoir	2,237,760	596,736	1,641,024	100%	1,641,024
2002	2077	75	20	Reservoir 10B	UndergroundReservoir	6,285,600	1,676,160	4,609,440	100%	4,609,440
2004	2029	25	18	RESERVOIR 3A	Reservoir 3A ROADWORK	29,125	20,970	8,155	100%	8,155
2005	2020	15	17	RESERVOIR 300B	Reservoir 300B Yard Lighting	26,852	26,852	0	100%	0

Install. Year	Repl. Year	Useful Life	In Service			Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCN
2005	2020	15	17	RESERVOIR 300A	Reservoir 300A Yard Lighting	32,362	32,362	0	100%	0
2005	2030	25	17	RESERVOIR 300B	Reservoir 300B ACCESS ROAD	45,490	30,933	14,557	100%	14,557
2005	2030	25	17	RESERVOIR 300A	Reservoir 300A ACCESS ROAD	66,258	45,055	21,203	100%	21,203
2005	2030	25	17	RESERVOIR 300B	Reservoir 300B Fencing	80,555	54,777	25,778	100%	25,778
2005	2030	25	17	RESERVOIR 300A	Reservoir 300A Fencing	97,087	66,019	31,068	100%	31,068
2005	2055	50	17	RESERVOIR 300B	Reservoir 300B Yard Electrical	197,181	67,042	130,139	100%	130,139
2005	2055	50	17	RESERVOIR 300A	Reservoir 300A Yard Electrical	237,649	80,801	156,848	100%	156,848
2005	2080	75	17	Reservoir 300B	UndergroundReservoir	3,561,840	807,350	2,754,490	100%	2,754,490
2005	2080	75	17	Reservoir 300A	Above GroundReservoir	4,595,400	1,041,624	3,553,776	100%	3,553,776
2007	2032	25	15	RESERVOIR 200B	Reservoir 200B ACCESS ROAD	21,036	12,622	8,414	100%	8,414
2007	2022	15	15	RESERVOIR 200B	Reservoir 200B Yard Lighting	22,719	22,719	0	100%	0
2007	2032	25	15	RESERVOIR 200B	Reservoir 200B Fencing	68,156	40,893	27,262	100%	27,262
2007	2057	50	15	RESERVOIR 200B	Reservoir 200B Yard Electrical	166,831	50,049	116,782	100%	116,782
2007	2082	75	15	Reservoir 200B	Above GroundReservoir	3,196,800	639,360	2,557,440	100%	2,557,440
2008	2083	75	14	Reservoir 4A	Above GroundReservoir	1,394,604	260,326	1,134,278	100%	1,134,278
2009	2034	25	13	Reservoir 4A	60-421-5100-RIO-01: RES 4A RIO	4,600	2,392	2,208	100%	2,208
2009	2034	25	13	Reservoir 1A	60-121-1000-RTU-01: RES 1A RTU	7,700	4,004	3,696	100%	3,696
2009	2034	25	13	RESERVOIR 4A	Reservoir 4A ACCESS ROAD	8,740	4,545	4,195	100%	4,195
2009	2024	15	13	RESERVOIR 4A	Reservoir 4A Yard Lighting	8,974	7,777	1,196	100%	1,196
2009	2034	25	13	RESERVOIR 4A	Reservoir 4A Fencing	26,920	13,998	12,922	100%	12,922
2009	2059	50	13	RESERVOIR 4A	Reservoir 4A Yard Electrical	65,894	17,132	48,762	100%	48,762
2015	2040	25	7	Reservoir 30A	60-323-2900-RIO-01: RES 30A RIO	4,600	1,288	3,312	100%	3,312
2015	2040	25	7	RESERVOIR 3A	Reservoir 3A ACCESS ROAD	23,189	6,493	16,696	100%	16,696
2015	2040	25	7	RESERVOIR 1B (DOUGHERTY)	Reservoir 1B ACCESS ROAD	36,769	10,295	26,473	100%	26,473
2017	2042	25	5	Recycled Reservoir R20	50-221-2500-RIO-01: RES R20 RIO	4,600	920	3,680	100%	3,680
2017	2042	25	5	Recycled Reservoir R300	50-321-2200-RTU-01: RES R300 RTU	7,700	1,540	6,160	100%	6,160
2018	2043	25	4	Reservoir 3A	60-321-1100-RTU-01: RES 3A RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 20A	60-222-1800-RTU-01: RES 20A RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 200A	60-224-2100-RTU-01: RES 200A RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 10B	60-125-2300-RTU-01: RES 10B RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 300A	60-324-2600-RTU-01: RES 300A RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 300B	60-325-3400-RTU-01: RES 300B RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 10A	60-124-9200-RTU-01: RES 10A CAMP PARKS DATA CONCENTRATOR RTU	7,700	1,232	6,468	100%	6,468
2018	2043	25	4	Reservoir 200B	60-225-4300-RTU-01: RES 200B RTU	7,700	1,232	6,468	100%	6,468
Total Existing Reservoir Assets						\$59,829,857	\$27,762,416	\$32,067,440		\$32,067,440
Total DUEs 2021										35,991
Total Reservoir Related Buy-in CRF (\$/DUE)										\$891.00
Future Reservoir										
Reservoir 20B						\$6,959,269			100%	\$6,959,269
Reservoir 10A						18,471,225			100%	18,471,225
Total Future Reservoir						\$25,430,494				\$25,430,494
Net Future DUEs 2020 - 2035										6,567
Total Future Reservoir Expansion CRF (\$/DUE)										\$3,872.33
Total Reservoir Buy-in and Expansion CRF (\$/DUE)										\$4,763.33

Notes:

[1] Costs are in 2021 replacement cost dollars based on DSRSD asset management program.

DSRSD
Capacity Reserve Fees Study
Administrative Offices
Exhibit 6

Year		Insured Cost [1]	CRF Eligible	Total	
Existing District Administration Offices					
1990	District Administration Offices	\$7,716,694	31%	\$2,392,175	
1997	Fields Operations Department	5,401,542	85%	4,591,311	
		<u>\$13,118,236</u>		<u>\$6,983,486</u>	
	Total DUEs 2021			35,991	Existing
	Total Admin Offices Related Buy-in CRF (\$/DUE)			\$194.04	
Future Admin Offices					
		\$0	0%	\$0	
		0	0%	0	
	Total Future Admin Offices	<u>\$0</u>		<u>\$0</u>	
	Net Future DUEs 2020 - 2035			6,567	Future
	Total Future Admin Offices Expansion CRF (\$/DUE)			\$0.00	
	Total Admin Offices Buy-in and Expansion CRF (\$/DUE)			\$194.04	

Notes:

[1] Costs are CSRMA valuation based on DSRSD information asset management program.

DSRSD
Capacity Reserve Fees Study
Transmission & Distribution - PW
Exhibit 7

Year	Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCNLD	
Transmission/Distribution Lines						
12-inch Lines	\$133,236,129	\$45,161,284	\$88,074,845	100%	\$88,074,845	
14-inch Lines	46,385,877	14,189,257	32,196,620	100%	32,196,620	
16-inch Lines	32,550,071	11,439,923	21,110,148	100%	21,110,148	
18-inch Lines	3,913,985	1,324,402	2,589,583	100%	2,589,583	
20-inch Lines	11,652,547	2,612,932	9,039,615	100%	9,039,615	
Total Existing Transmission/Distribution System	\$227,738,609	\$74,727,799	\$153,010,810		\$153,010,810	
Total DUEs 2021					35,991	Existing
Total Transmission/Distribution System Buy-in CRF (\$/DUE)					\$4,251.42	
Future Transmission/Distribution						
Gleason Drive Property Planning Study	\$60,000			100%	\$60,000	
Dublin Boulevard Extension Water Facilities	1,980,000			100%	1,980,000	
Total Future Transmission/Distribution	\$2,040,000				\$2,040,000	
Net Future DUEs 2020 - 2035					6,567	Future
Total Future Transmission/Distribution System Expansion CRF (\$/DUE)					\$310.63	
Total Transmission/Distribution System Buy-in and Expansion CRF (\$/DUE)					\$4,562.06	

Notes:

[1] Costs for 12-inch to 20-inch pipe in 2021 replacement cost dollars based on DSRSD asset management program.

DSRSD
Capacity Reserve Fees Study
Transmission & Distribution - RW
Exhibit 8

Year	Replacement Cost [1]	Accumulated Depreciation	RCNLD \$	CRF Eligible	CRF RCNLD	
Transmission/Distribution Lines						
12-inch Lines	\$25,640,500	\$6,280,111	\$19,360,389	100%	\$19,360,389	
14-inch Lines	6,277,500	1,804,329	4,473,171	100%	4,473,171	
16-inch Lines	4,185,000	1,399,206	2,785,794	100%	2,785,794	
20-inch Lines	11,044,000	3,316,946	7,727,054	100%	7,727,054	
24-inch Lines	3,958,000	1,211,712	2,746,288	100%	2,746,288	
30-inch Lines	263,000	82,350	180,650	100%	180,650	
Total Existing Transmission/Distribution System	\$51,368,000	\$14,094,655	\$37,273,345		\$37,273,345	
Total DUEs 2021					35,991	Existing
Total Transmission/Distribution System Buy-in CRF (\$/DUE)					\$1,035.64	
Future Transmission/Distribution						
	\$0			0%	\$0	
	0			0%	0	
	0			0%	0	
	0			0%	0	
Total Future Transmission/Distribution	\$0				\$0	
Net Future DUEs 2020 - 2035					6,567	Future
Total Future Transmission/Distribution System Expansion CRF (\$/DUE)					\$0.00	
Total Transmission/Distribution System Buy-in and Expansion CRF (\$/DUE)					\$1,035.64	

Notes:

[1] Costs for 12-inch pipe and larger are in 2021 replacement cost dollars based on DSRSD asset management program.

DSRSD
Capacity Reserve Fees Study
DERWA
Exhibit 9

Year		CRF Eligible	Total	
Existing DERWA Related Assets				
Total DERWA Assets - DSRSD Share 50.30% ^[1]	\$39,733,435	100%	\$39,733,435	
Total DUEs 2021			35,991	Existing
Existing DERWA Related, Buy-in CRF (\$/DUE)			\$1,104	
Net DERWA-Related Buy-in CRF (\$/DUE)			\$1,104.00	
Future DERWA Related Assets^[2]				
DERWA RWTP Phase 2	\$16,100	100%	\$16,100	
DERWA RWTP Phase 2	1,096,200	100%	1,096,200	
	-----		-----	
Total Future DERWA Related Assets [2]	\$1,112,300		\$1,112,300	
Net Future DUEs 2020 - 2035			6,567	Future
Total Future DERWA Related Expansion CRF (\$/DUE)			\$169.37	
Net DERWA-Related Buy-in and Expansion CRF (\$/DUE)			\$1,273.37	

Notes:

[1] As of June 30, 2021, District's share of the JPA, page 37 of the ACFR.

[2] As of June 30, 2021, DSRSD share of projects.

**DSRSD
Capacity Reserve Fees Study
Debt Service Schedule
Exhibit 10**

DERWA State Loan
Dublin San Ramon Services District

2017 Bond (Refunding 2011 Bond)
Dublin San Ramon Services District

Period Ending	Principal	Interest	Debt Service	Period Ending	Principal	Interest	Debt Service
6/1/2022	\$726,843	\$83,244	\$810,087	8/1/2022	\$475,000	\$1,414,063	\$1,889,063
6/1/2023	745,014	65,073	810,087	8/1/2023	500,000	1,390,313	1,890,313
6/1/2024	763,639	46,447	810,087	8/1/2024	525,000	1,365,313	1,890,313
6/1/2025	782,730	27,356	810,087	8/1/2025	550,000	1,339,063	1,889,063
6/1/2026	311,521	7,788	319,309	8/1/2026	1,020,000	1,311,563	2,331,563
6/1/2027				8/1/2027	1,360,000	1,260,563	2,620,563
6/1/2028				8/1/2028	1,420,000	1,192,563	2,612,563
6/1/2029				8/1/2029	1,495,000	1,121,563	2,616,563
6/1/2030				8/1/2030	1,570,000	1,046,813	2,616,813
6/1/2031				8/1/2031	1,645,000	968,313	2,613,313
6/1/2032				8/1/2032	1,725,000	886,063	2,611,063
6/1/2033				8/1/2033	1,815,000	799,813	2,614,813
6/1/2034				8/1/2034	1,905,000	709,063	2,614,063
6/1/2035				8/1/2035	1,995,000	613,813	2,608,813
6/1/2036				8/1/2036	2,100,000	514,063	2,614,063
6/1/2037				8/1/2037	2,200,000	409,063	2,609,063
6/1/2038				8/1/2038	2,290,000	299,063	2,589,063
6/1/2039				8/1/2039	2,355,000	227,500	2,582,500
6/1/2040				8/1/2040	2,425,000	153,906	2,578,906
6/1/2041				8/1/2041	2,500,000	78,125	2,578,125
	\$3,329,747	\$229,908	\$3,559,655		\$31,870,000	\$17,100,594	\$48,970,594

Notes:

[1] District's portion of outstanding debt as of June 2021.

DSRSD
Capacity Reserve Fees Study
Allowable Water Distribution Capacity Reserve Fees
Exhibit 11

Component	Total RCNLD	Existing DUEs	Buy-in	Future Cost	Future DUEs	Expansion	Debt Component	Total Water Capacity Reserve Fee (\$/DUE)	
Equity in Existing DSRSD Assets ^[1]									
Source	\$419,761	35,991	\$12	\$19,861,206	6,567	\$3,024		\$3,036	See Exhibit 2 & 3
Pump Stations	13,032,788	35,991	362	0	6,567	0		362	See Exhibit 2 & 4
Reservoirs	32,067,440	35,991	891	25,430,494	6,567	3,872		4,763	See Exhibit 2 & 5
Administration Offices	6,983,486	35,991	194	0	0	0		194	See Exhibit 2 & 6
Transmission & Distribution - PW	153,010,810	35,991	4,251	2,040,000	6,567	311		4,562	See Exhibit 2 & 7
Transmission & Distribution - RW	37,273,345	35,991	1,036	0	6,567	0		1,036	See Exhibit 2 & 8
Total DSRSD Assets	\$242,787,631		\$6,746	\$47,331,700		\$7,207		\$13,953	
Total DERWA Assets - DSRSD Share 50.30% ^[2]									
	\$39,733,435	35,991	\$1,104	\$1,112,300	6,567	\$169		\$1,273	See Exhibit 9
Debt Service DSRSD ^[3]									
Outstanding Debt 2017 Water Bond (Principal)	(\$31,870,000)	35,991	(\$886)	\$48,970,594	6,567	\$7,457		\$6,571	See Exhibit 10
Outstanding Debt DERWA State Loan (Principal)	(3,329,747)	35,991	(93)	3,559,655	6,567	542		450	See Exhibit 10
Total Expansion-related Debt Obligations	(\$35,199,747)		(\$978)	\$52,530,249		\$7,999		\$7,021	
Less:									
Expansion Reserves Fund 620 ^[4]				(\$45,569,400)	6,567	(\$6,939)		(\$6,939)	
Total Debt Service	(\$35,199,747)		(\$978)	\$6,960,849		\$1,060		\$82	
Total CRF	\$247,321,319		\$6,872	\$55,404,849		\$8,436		\$15,308	
Current Fee			\$4,358			\$5,530	\$4,075	\$13,963	
\$ Change			\$2,514			\$2,906	(\$4,075)	\$1,345	

[1] DSRSD asset listing based on District's Lucity asset reports at replacement cost value, less useful life depreciation.

[2] DERWA Assets based on DSRSD share at 50.3%, from DERWA F/S 10_8_2021, page 18 of 23. See Exhibit 9.

[3] DSRSD debt based on outstanding principal and interest as of 2021 for 2017 Refunding Bond, and 2022 for DERWA State Loan. See Exhibit 10.

[4] Current Fund 620 reserve balance.

Water Distribution Capacity Reserve Fees				
Meter Size	Weighting Factor	Present CRF (\$/DUE)	Calculated CRF (\$/DUE)	\$ Difference
5/8"	1.0	\$13,963	\$15,308	\$1,345
3/4"	1.5	20,959	22,962	2,003
1"	2.5	34,931	38,270	3,339
1-1/2"	5.0	69,861	76,540	6,679
2"	8.0	111,777	122,464	10,687
1-1/2" OMNI C2	16.0	223,555	244,928	21,373
1-1/2" OMNI T2	16.0	223,555	244,928	21,373
2" OMNI C2	16.0	223,555	244,928	21,373
2" OMNI T2	20.0	279,443	306,160	26,717

DUBLIN SAN RAMON SERVICES DISTRICT
Board of Directors
NOTICE OF PUBLIC HEARING

**NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT ON
PROPOSED AMENDMENT OF WATER CAPACITY RESERVE FEES**

DATE: Tuesday, April 5, 2022
TIME: 6 P.M.
PLACE: Dublin San Ramon Services District
Teleconference Meeting

NOTICE IS HEREBY GIVEN that the District will consider adopting an amended Water Capacity Reserve Fee, as authorized by section 3.70.010 of the District Code. A Public Hearing will be held via videoconference as part of the Regular Meeting of the Board of Directors of Dublin San Ramon Services District at 6 p.m. on Tuesday, April 5, 2022, at which time oral or written comments may be made or provided to the Board. Your participation at this open and public meeting is encouraged. Written comments may be submitted in advance of the meeting.

The proposed fee for a standard 5/8" meter will be \$15,308, and the fee for larger meters will be a multiple of the fee for a 5/8" meter based on the safe operating capacity of the meter size and type compared to the safe operating capacity of a 5/8" meter. More information regarding the proposed fee for larger meter sizes can be found at: <https://www.drsrd.com/your-account/rates-fees>. The proposed fees are 9.63 % higher than the current water capacity reserve fees.

This public hearing is being held in accordance with Government Code Section 54953(e), county health orders and advisories, and DSRSD Resolution No. 10-22 addressing the COVID-19 pandemic which together provide authorization to conduct the public hearing by teleconference, videoconference, or both and for members of the DSRSD Board of Directors, DSRSD staff, and the public to conduct and participate remotely.

NOTICE IS FURTHER GIVEN that the District has made available for public review a draft report supporting the proposed amendments and the estimated costs required to provide the services for which the fee or service charge is imposed. The draft Water Capacity Reserve Fee Study explaining the analysis and calculations in detail is available for review on the District's website: <https://www.drsrd.com/your-account/rates-fees>.

By: Nicole Genzale, CMC
District Secretary **PT/VT #6656103; March 26, 31, 2022**

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ESTABLISHING WATER CAPACITY RESERVE FEES UNDER SECTIONS 3.70.010.A AND 3.70.010.B OF THE DISTRICT CODE AND RESCIND RESOLUTION NO. 38-16

WHEREAS, Sections 3.70.010(A) and 3.70.010(B) of the District Code of Dublin San Ramon Services District (“District Code”) allow the Board of Directors to establish water capacity reserve fees for the right to connect to and receive new or expanded service from the potable and recycled water supply facilities of the District, by ordinance or resolution; and

WHEREAS, the purpose of water capacity reserve fees are to protect the public health, safety and general welfare by providing sufficient funding to enable the District to construct water supply facilities and improvements adequate to satisfy the water service needs of new development and to mitigate the effects of the connections made by new development upon the District’s existing water supply facilities and improvements; and

WHEREAS, the report entitled *Water Capacity Reserve Fee* (“Report”) prepared by HDR Engineering, Inc., in March 2022 updates the capital costs of the Dublin San Ramon Services District water system based on the best engineering and financial information available and allocates them appropriately to new development; and

WHEREAS, the Report recommends the continuing use of a single unified water capacity reserve fee for all customers in the District rather than drawing distinctions based on considerations such as the pressure zone and the county in which the water meter is to be installed in recognition that this so-called “postage stamp” approach conforms to the standard of the industry, and is widely used and generally accepted approach to establishing such fees, has been repeatedly affirmed by California law, and in light of the fact that the District designs and operates the water system as a single integrated system to serve all customers; and

WHEREAS, the Board of Directors of Dublin San Ramon Services District desires to establish water capacity reserve fees based on the information and analysis found in the Report; and

WHEREAS, subject to District Code Section 1.60.30, Fees, the water capacity reserve fees collected pursuant to this resolution shall be used only to pay for water supply facilities and improvements, including specified portions of the costs of financing such facilities and improvements, serving the functions of those facilities and improvements identified in the Report; and

WHEREAS, there is a reasonable relationship between the demands for new or expanded water

Res. No. _____

service arising from anticipated future development and the connections against which the water capacity reserve fees will be imposed, the proposed use of the water capacity reserve fees, and the need for the facilities and improvements; and

WHEREAS, a water supply system with an enhanced diversity of sources, and adequate transmission, distribution, and storage capacity, to reliably meet anticipated demands is necessary to protect the public health and safety of the residents of the District; and

WHEREAS, maintaining the adequacy of the water supply system in the face of growth and new development requires that the system be expanded and extended commensurate with, but in advance of completion of, new development; and

WHEREAS, there is a reasonable relationship between the amount of the water capacity reserve fees and the cost of the water supply facilities and improvements projected to be necessary to serve developments anticipated by the pertinent land use planning agencies, which will require new or expanded connections against which the water capacity reserve fees will be imposed; and

WHEREAS, the water capacity reserve fees as proposed in the Report and as set forth herein do not exceed the estimated reasonable cost of providing the service for which they are imposed, measured by the capital costs of the facilities and improvements, including specified portions of the costs of financing such facilities and improvements, the need for which is attributable to demands arising from such new development; and

WHEREAS, the estimated reasonable cost of the facilities and improvements, including specified portions of the costs of financing such facilities and improvements, to be paid for by the water capacity reserve fees are shown in the Report; and

WHEREAS, the Engineering News Record (ENR) Construction Cost Index, San Francisco Area, provides an appropriate and accurate measure of the increases in capital costs of water supply facilities and improvements of the sort used to calculate the amount of the District's water capacity reserve fees, and the Board therefore adopts said Construction Cost Index as the index for measuring increases in the cost of such facilities and improvements for the purpose of future automatic adjustments to the water capacity reserve fees; and

WHEREAS, the Board received a presentation and a draft of the Report at its regular meeting on March 15, 2022; and

WHEREAS, the Report has been made available for public comment by request and on the District website since March 11, 2022; and

Res. No. _____

WHEREAS, the water capacity reserve fees currently in effect were enacted by Resolution No. 38-16, which will be rescinded by this Resolution.

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 finds and determines that all of the recitals herein are true and correct.
2. All capacity reserve fees for meters greater than 5/8-inch as set forth in Exhibit "A" are established in proportion to the 5/8-inch water capacity reserve fee based on maximum continuous flow rate capacity through a 5/8-inch water meter, as defined by American Water Works Association (AWWA). Flow ratings for displacement type meters are currently defined by AWWA C700 Standard for Cold-Water Meters—Displacement Type, Metal Alloy Case. Flow ratings for turbine type meters are currently defined by AWWA C701 for Cold Water Meters—Turbine Type, for Customer Service. Flow ratings for compound type meters are currently defined by AWWA C702 for Cold Water Meters—Compound Type.
3. If at any time the Administrative Services Director becomes aware of a material change in the actual or estimated costs of facilities identified in the Report, the Administrative Services Director shall review the water capacity reserve fees and determine whether the change affects the amount of the water capacity reserve fees. If the water capacity reserve fees are significantly affected, or if the water capacity reserve fees exceed the reasonable cost of providing service, the Administrative Services Director will recommend to the Board revised water capacity reserve fees for its consideration.
4. This resolution is effective immediately, and the water capacity reserve fees authorized under Sections 3.70.010(A) and 3.70.010(B) of the Dublin San Ramon Services District Code in the respective amounts set forth in Exhibit "A" are hereby established, and such water capacity reserve fees shall become operative on July 1, 2022, as specified in Exhibit "A."
5. Beginning on July 1, 2023, water capacity reserve fees shall be automatically adjusted so as to become operative each July 1 in the manner described in the remainder of this subparagraph without further Board action or review. The General Manager is authorized to adjust each of the components of the water capacity reserve fees, except for the debt component, by the percentage by which the most recent ENR Construction Cost Index for the San Francisco Bay Area available as of April 30 has increased in relation to the most recent corresponding Construction Cost Index as of the preceding April 30. The General Manager may round the water capacity reserve fee thus calculated to whole dollars and shall post the new water capacity reserve fee on the District's website by May 31 of each year, and shall

Res. No. _____

cause written documents to be prepared that show the updated charges and the inclusive dates those charges shall be operative, and shall direct that each person inquiring about this Resolution or water capacity reserve fees receive both a correct copy of this Resolution and the document setting forth the amount of the water capacity reserve fees.

6. All provisions of this resolution are essential to the public purposes that underlie the adoption of this resolution. Therefore, in the event that any section, subsection, sentence, clause or phrase of this resolution, the water capacity reserve fees established by this resolution, or any or all of them, shall be adjudged or declared unconstitutional, illegal, and/or invalid by a court of competent jurisdiction, all other sections, subsections, sentences, clauses, or phrases hereof not so adjudged or declared unconstitutional, illegal, and/or invalid shall nonetheless become inoperative and of no force and effect, and the resolution shall be treated as if it had never been adopted, whereupon, including the provisions thereof that would otherwise rescind Resolution No. 38-16 (attached as Exhibit "B"), which shall thereupon be restored to full force and effect.

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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Exhibit A

**Water Capacity Reserve Fees Established under Dublin San Ramon Services District Code Sections
3.70.010.A and 3.70.010.B
Operative July 1, 2022 ¹**

1. District Water Capacity Reserve Fees:

Each applicant or user seeking a new or expanded connection to the District’s water supply facilities from and after July 1, 2022 shall pay water capacity reserve fees in the respective amounts set forth in the applicable table below, adjusted as described in note 1 after June 30, 2023, based on the size and capacity of the water meter:

Meter Size (in inches) and Type	Capacity Factor	Buy-in¹	Expansion¹	Total
5/8" displacement	1.0	\$6,872	\$8,436	\$15,308
3/4" displacement	1.5	\$10,308	\$12,654	\$22,962
1" displacement	2.5	\$17,180	\$21,090	\$38,270
1 1/2" displacement	5.0	\$34,360	\$42,180	\$76,540
1 1/2" compound (OMNI-C2)	16.0	\$109,952	\$134,976	\$244,928
1 1/2" turbine (OMNI-T2)	16.0	\$109,952	\$134,976	\$244,928
2" displacement	8.0	\$54,976	\$67,488	\$122,464
2" compound(OMNI-C2)	16.0	\$109,952	\$134,976	\$244,928
2" turbine (OMNI-T2)	20.0	\$137,440	\$168,720	\$306,160

The District Engineer may adjust the Capacity Factor set forth in the preceding table based on revisions to the American Water Works Association (AWWA) publications described below or other new empirical data regarding the respective flow rating for any of the meters described therein.

For each applicant or user seeking a new or expanded connection to the District’s water supply facilities from and after July 1, 2022 through a meter larger than those shown in the preceding table, the applicable water capacity reserve fee is established in the respective amount that is the product of the appropriate capacity factor, determined as set forth in the following sentence, times the water capacity reserve fee for a 5/8-inch meter as set forth in the preceding table. The appropriate capacity factor shall be determined by the District Engineer as the quotient calculated by dividing the flow rating for the meter to be installed by the flow rating of a 5/8-inch displacement type meter, with the flow ratings for displacement type meters being defined by the then-current AWWA C700 Standard for Cold-Water Meters- Displacement Type, Metal Alloy Case, and the flow ratings for turbine type meters being defined by the then-current AWWA C701 for Cold Water Meters-Turbine Type, for Customer Service, and the flow ratings for compound type meters being defined by AWWA C702 for Cold Water Meters—Compound Type. The District Engineer may adjust the capacity factors for the respective meters based on revisions

¹ The components of the Water Capacity Reserve Fee identified as the “Buy-in Component” and “Expansion Component”, excluding the portion of the “Expansion Component” related to debt (\$1,060), in the March 2022 Report entitled *Water Capacity Reserve Fee* shall be automatically adjusted effective July 1, 2023 and each July 1 thereafter by the General Manager, who shall adjust those fees by the percentage increase in the most recent ENR Construction Cost Index for the San Francisco Bay Area as of April 30 in relation to the most recent corresponding Construction Cost Index available the preceding April 30. The new fees thus calculated shall be posted on the District’s web site by May 31 of each year.

to the AWWA publications described above or other new empirical data regarding the respective flow ratings.

2. Zone 7 Connection and Facilities Fees and Related Surcharge:

In addition to the District water capacity reserve fee described above, for properties located in Alameda County that connect to the District's potable water supply facilities through a new or larger meter, an additional fee shall also be paid in the amount of the Alameda County Water Conservation and Flood Control District, Zone 7 ("Zone 7") Connection Fee governed by resolutions or ordinances adopted by Zone 7, which are amended from time to time by Zone 7.

In addition to the District water capacity reserve fee described above, for properties located in Contra Costa County that connect to the District's potable water supply facilities through a new or larger meter, an additional fee shall also be paid in the amount of the Alameda County Water Conservation and Flood Control District, Zone 7 ("Zone 7") Connection Fee established for Contra Costa County and governed by resolutions or ordinances adopted by Zone 7, which are amended from time to time by Zone 7.

In addition to the District water capacity reserve fee and the Zone 7 Connection Fee described above, for property located in Contra Costa County that connect to the District's potable water supply facilities through a new or larger meter, a Facility Use Fee shall also be paid in the amount established by resolutions or ordinances adopted by Zone 7, which are amended from time to time by Zone 7.

For property located in Contra Costa County that connect to the District's potable water supply facilities through a new or larger meter, a 1.0% surcharge shall be added to the sum of the Zone 7 Connection and Facility Use Fees in accordance with the Areawide Facilities Agreements of April 30, 1998 between the District and Windemere and Shapell.

3. The minimum charge for reserving capacity in and for connecting to the District's water supply facilities shall be the amount specified above for a 5/8-inch water meter per connection. An additional amount or amounts shall be added when the incremental costs of providing water service to the property for which application for connection is made exceed the revenues that would be derived from the connection based on the minimum water capacity reserve fee. The District Engineer, using standard marginal cost-pricing techniques, shall determine any additional water capacity reserve fee payments required under the circumstances described in the preceding sentence.

4. The water capacity reserve fee for reserving capacity in and for connecting to the District's recycled water supply facilities shall be determined using the methodology described above under the heading "District Water Capacity Reserve Fees," based on the capacity factor of the meter size and type commensurate with the flow rate needed to meet the average hourly irrigation demand during the month of maximum demand (determined in comparison with a 5/8-inch meter currently rated at 10 gallons per minute maximum continuous flow). Notwithstanding the foregoing, recycled water connections are not assessed the Zone 7 Connection Fee or the Zone 7 Facility Use Fee.

RESOLUTION NO. 38-16

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ESTABLISHING WATER CAPACITY RESERVE FEES FOR NEW OR EXPANDED SERVICE FROM THE DISTRICT'S POTABLE AND RECYCLED WATER SUPPLY FACILITIES UNDER SECTIONS 3.70.010.A AND 3.70.010.B OF THE DISTRICT CODE AND AN IMPLEMENTATION PROGRAM AND RESCIND RESOLUTION NO. 24-11

WHEREAS, Sections 3.70.010.A and 3.70.010.B of the District Code of Regulations (“District Code”) allow the Board of Directors to establish water capacity reserve fees (formerly called “water connection fees”) for the right to connect to and receive new or expanded service from the potable and recycled water supply facilities of the District, by ordinance or Resolution; and

WHEREAS, the purpose of water capacity reserve fees are to protect the public health, safety and general welfare by providing sufficient funding to enable the District to construct water supply facilities and improvements adequate to satisfy the water service needs of new development and to mitigate the effects of the connections made by new development upon the District's existing water supply facilities and improvements; and

WHEREAS, the Report entitled *Water Capacity Reserve Fee* (“Report”) prepared by HDR Engineering, Inc., in May 2016 updates the capital costs of the Dublin San Ramon Services District water system based on the best engineering and financial information available and allocates them appropriately to new development; and

WHEREAS, the Report recommends the continuing use of a single unified water capacity reserve fee for all customers in the District rather than drawing distinctions based on considerations such as the pressure zone and the county in which the water meter is to be installed in recognition that this so-called “postage stamp” approach conforms to the standard of the industry, and is widely used and generally accepted approach to establishing such fees, has been repeatedly affirmed by California law, and in light of the fact that the District designs and operates the water system as a single integrated system to serve all customers; and

WHEREAS, the Board of Directors of Dublin San Ramon Services District desires to establish new water capacity reserve fees based on the information and analysis found in the Report; and

WHEREAS, the Board of Directors of Dublin San Ramon Services District adopted the Water Supply, Storage, Conveyance, Quality and Conservation Policy on October 20, 2015, which called for the District to maintain a safe, secure, and reliable water supply and water storage system that continuously meets full customer demands in no less than 85% of calendar years, and to diversify sources of water supply so that no less than 60% of total demand is satisfied by local and regional water supplies; and

WHEREAS, the Board of Directors of Dublin San Ramon Services District has recognized that an Indirect Potable Reuse (IPR) project has the potential to benefit both current and future customers of the District by improving local supply, particularly in times of drought; and

WHEREAS, the Board of Directors of Dublin San Ramon Services District has directed staff to evaluate the feasibility of moving forward with an IPR project to alleviate some of the need for an expanded reliable water supply; and

WHEREAS, it is considered reasonable that all current and future ratepayers will benefit from such a project and that the proportionate share of the remaining development to total development at buildout, within the District water service area is 25% and that it is appropriate that development should therefore pay 25% of the needed water supply project; and

WHEREAS, \$10,000,000 is considered to be a reasonable estimate of an appropriate developer contribution towards the planning level estimate (over \$40,000,00) of the overall cost of the IPR project as currently envisioned and is reflected as one of the project costs included in the HDR study; and

WHEREAS, subject to District Code Section 1.60.30, Fees, the water capacity reserve fees collected pursuant to this Resolution shall be used only to pay for water supply facilities and improvements, including specified portions of the costs of financing such facilities and improvements, serving the functions of those facilities and improvements identified in the Report; and

WHEREAS, there is a reasonable relationship between the demands for new or expanded water service arising from anticipated future development and the connections against which the water capacity reserve fees will be imposed, the proposed use of the water capacity reserve fees, and the need for the facilities and improvements; and

WHEREAS, a water supply system with an enhanced diversity of sources, and adequate transmission, distribution, and storage capacity, to reliably meet anticipated demands is necessary to protect the public health and safety of the residents of the District. Maintaining the adequacy of the water supply system in the face of growth and new development requires that the system be expanded and extended commensurate with, but in advance of completion of, new development; and

WHEREAS, there is a reasonable relationship between the amount of the water capacity reserve fees and the cost of the water supply facilities and improvements projected to be necessary to serve developments anticipated by the pertinent land use planning agencies, which will require new or expanded connections against which the water capacity reserve fees will be imposed; and

WHEREAS, the water capacity reserve fees as proposed in the Report and as set forth herein do not exceed the estimated reasonable cost of providing the service for which they are imposed, measured by the capital costs of the facilities and improvements, including specified portions of the costs of financing such facilities and improvements, the need for which is attributable to demands arising from such new development; and

WHEREAS, the estimated reasonable cost of the facilities and improvements, including specified portions of the costs of financing such facilities and improvements, to be paid for by the water capacity reserve fees are shown in the Report; and

WHEREAS, the Engineering News Record (ENR) Construction Cost Index, San Francisco Area, provides an appropriate and accurate measure of the increases in capital costs of water supply facilities and improvements of the sort used to calculate the amount of the District's water capacity reserve fees, and the Board therefore adopts said Construction Cost Index as the index for measuring increases in the cost of such facilities and improvements for the purpose of future automatic adjustments to the water capacity reserve fees; and

WHEREAS, the Board has reviewed a draft of the HDR report on May 17, 2016; and

WHEREAS, the HDR report has been made available for public comment since May 17, 2016; and

WHEREAS, a public meeting was held for developers on May 12, 2016 for the purpose of soliciting any public feedback and no comments have been received; and

WHEREAS, the water capacity reserve fees currently in effect were enacted by Resolution No. 24-11, which will be rescinded by this Resolution.

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 finds and determines that all of the recitals herein are true and correct.
2. All capacity reserve fees for meters greater than 5/8-inch as set forth in Exhibit "A" are established in proportion to the 5/8-inch water capacity reserve fee based on maximum continuous flow rate capacity through a 5/8-inch water meter, as defined by American Water Works Association (AWWA). Flow ratings for displacement type meters are currently defined by AWWA C700 Standard for Cold-Water Meters—Displacement Type, Metal Alloy Case. Flow ratings for

turbine type meters are currently defined by AWWA C701 for Cold Water Meters—Turbine Type, for Customer Service. Flow ratings for compound type meters are currently defined by AWWA C702 for Cold Water Meters—Compound Type.

3. If at any time there is a material change in the actual or estimated costs of facilities identified in the Report, the Administrative Services Manager shall review the water capacity reserve fees and determine whether the change affects the amount of the water capacity reserve fees. If the water capacity reserve fees are significantly affected, or if the water capacity reserve fees exceed the reasonable cost of providing service, the Administrative Services Manager will recommend to the Board revised water capacity reserve fees for its consideration.

4. This Resolution is effective immediately, and the water capacity reserve fees authorized under Sections 3.70.010.A and 3.70.010.B of the Dublin San Ramon Services District Code in the respective amounts set forth in Exhibit “A” are hereby established, and such water capacity reserve fees shall become operative on July 1, 2016, as specified in Exhibit “A.”

5. Beginning on July 1, 2017, water capacity reserve fees shall be automatically adjusted so as to become operative each July 1 in the manner described in the remainder of this subparagraph without further Board action or review. The General Manager is authorized to adjust each of the components of the water capacity reserve fees, except for the debt component, by the percentage by which the most recent ENR Construction Cost Index for the San Francisco Bay Area available as of April 30 has increased in relation to the most recent corresponding Construction Cost Index as of the preceding April 30. The General Manager may round the water capacity reserve fee thus calculated to whole dollars and shall post the new water capacity reserve fee on the District’s web site by May 31 of each year, and shall cause written documents to be prepared that show the updated charges and the inclusive dates those charges shall be operative, and shall direct that each person inquiring about this Resolution or water capacity reserve fees receive both a correct copy of this Resolution and the document setting forth the amount of the water capacity reserve fees.

6. All provisions of this Resolution are essential to the public purposes that underlie the adoption of this Resolution. Therefore, in the event that any section, sub-section, sentence, clause or phrase of this Resolution, the water capacity reserve fees established by this Resolution, or any or all of them, shall be adjudged or declared unconstitutional, illegal, and/or invalid by a court of competent jurisdiction, all other sections, sub-sections, sentences, clauses, or phrases hereof not so adjudged or declared unconstitutional, illegal, and/or invalid shall nonetheless become inoperative and of no force and effect, and the Resolution shall be treated as if it had never been adopted, whereupon, including the provisions thereof that would otherwise rescind Resolution No. 24-11, (attached as Exhibit “B”) which shall thereupon be restored to full force and effect.

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 21st day of June 2016, and passed by the following vote:

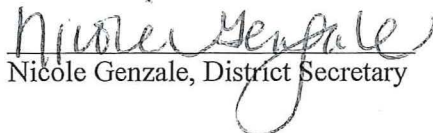
AYES: 4 - Directors Madelyne A. Misheloff, Richard M. Halket
Georgean M. Vonheeder-Leopold, D.L. (Pat) Howard

NOES: 0

ABSENT: 1 - Director Edward R. Duarte



D. L. (Pat) Howard, President

ATTEST: 
Nicole Genzale, District Secretary

CERTIFIED AS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THE OFFICE OF
DUBLIN SAN RAMON SERVICES DISTRICT
Secretary



JUN 23 2016



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 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 March 15, 2022.

DISCUSSION:

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 in response to the COVID-19 pandemic and state and local public health orders that limited the operations of certain businesses and activities to protect public health and slow the spread of the virus. District emergency plans were aggressively implemented to allow for operational flexibility in meeting the challenges of COVID-19, while providing essential water and wastewater services. 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 Bay Area Shelter-in-Place 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 several COVID-19 restrictions that affect DSRSD’s safety practices and operations. These COVID-19 restrictions have evolved based on changing pandemic conditions. The District is in compliance with all applicable COVID-19 regulations for the workplace.

There have been no substantial changes since the last report to the Board on March 15, 2022. COVID-19 cases and hospitalization levels in Alameda County remain low and the majority of measures the District implemented to respond to the COVID-19 emergency have now been lifted, in accordance with State and Cal/OSHA requirements.

Based on improved pandemic conditions, staff anticipates recommending that the Board rescind the District’s State of Emergency due to COVID-19 at the next regularly scheduled Board meeting on April 19, 2022. The Board is scheduled to resume in-person meetings on April 19, 2022. COVID-19 is not going away, and public officials have advised that there are likely to be variants that cause surges in COVID-19 cases in the future. Consistent with the State’s endemic approach to managing COVID-19, the District’s COVID-19 response will shift from emergency response to ongoing business continuity operations. The District’s Environmental Health and Safety team will continue to monitor and ensure compliance with State, local, and Cal/OSHA COVID-19 requirements as part of the District’s safety programs.

The California State of Emergency for COVID-19 remains in effect. For now, 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 COVID-19 State of Emergency reflected by Resolution No. 26-20.

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)		128 of 167



TITLE: Award Construction Agreements to Con-Quest Contractors, Inc., DPI, Inc., West Valley Construction Company, Inc., and McGuire and Hester for the On-Call Water System and Sewer System Repairs, FYE 2023–2025 Project (CIP 19-W004), and Authorize the General Manager to Exercise up to Two One-Year Option Terms to the Construction Agreements

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, the following actions:

1. Reject the bid provided by GSW Contractors, Inc. for failure to substantially comply with the requirements of the On-Call Water System and Sewer System Repairs, FYE 2023–2025 Project (CIP 19-W004); and
2. Award a construction agreement to: 1) Con-Quest Contractors, Inc., 2) DPI, Inc., 3) West Valley Construction Company, Inc., and 4) McGuire and Hester for the On-Call Water System and Sewer System Repairs, FYE 2023–2025 Project (CIP 19-W004) for a base term through June 2023 in an amount not to exceed \$2,350,000 for each construction agreement; and
3. Authorize the General Manager to exercise up to two one-year option terms to each construction agreement, in an amount, per option term, not to exceed \$2,500,000, for a total contract amount not to exceed \$7,350,000; and
4. Authorize the General Manager to approve the payment for services rendered by Con-Quest Contractors, Inc., DPI, Inc., West Valley Construction Company, and McGuire and Hester, up to a total amount not to exceed the sum of \$2,350,000, plus the not to exceed amounts for any option terms, for a total contract amount not to exceed \$7,350,000.

SUMMARY:

The On-Call Water System and Sewer System Repairs, FYE 2023–2025 Project (CIP 19-W004) (Project) is a multi-year construction contract that provides for both planned maintenance and as-needed emergency work necessary to maintain the District’s existing water distribution, recycled water distribution, and sewer collection system infrastructure. Staff recommends awarding a contract to four underground contractors such that it can be used interchangeably depending on availability and quality of work, where the work will be spread among each contractor. The total anticipated value of the work to be performed in the initial term is \$2,350,000. There is an option to extend the contracts up to two one-year option terms in an amount, per option term, not to exceed \$2,500,000 with a cumulative total over the next three years not to exceed \$7,350,000 between the four contractors.

BACKGROUND:

The District requires the services of on-call water system and sewer system repairs for both planned maintenance and emergency repairs. Planned maintenance includes the programmatic replacement and/or rehabilitation of various components of the water distribution, recycled water distribution, and/or sewer collection system. This work includes the replacement of non-functioning valves, blow-off’s, air relief valves, and other appurtenances. As the water distribution system ages staff encounters non-functioning infrastructure on a regular basis, when it is encountered it is scheduled for repair. Emergency repairs are required for unanticipated events and performed on an as-needed basis, such as water main and service line leaks. The current On-Call contract is set to expire at the end of this fiscal year, and the maximum contract cap has been reached.

Originating Department: Engineering Services	Contact: S. O’Reilly/S. Delight	Legal Review: Not Required
Financial Review: Yes	Cost and Funding Source: Contract spending not to exceed \$7,350,000 from Water Replacement (Fund 610) Water Enterprise (Fund 600), Local Wastewater Enterprise (Fund 200)	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Con-Quest Contractors, Inc. Agreement Attachment 2 – West Valley Construction Company, Inc. Agreement Attachment 3 – DPI, Inc. Agreement Attachment 4 – McGuire and Hester Agreement	
		129 of 167

DISCUSSION:

Staff advertised the Project for bid on January 27, 2022. Staff received five bids which were then evaluated for completeness and conformance with the District's bid package requirements, including the bidders' experience, safety rating, and ability to meet the District's needs regarding planned maintenance and emergency work requests. GSW Construction, Inc. failed to properly answer the District's "Essential Requirements for Qualification" in Section 00460 Certification of Bidders Experience and Qualifications of the Contract Documents, which resulted in an automatic non-responsive bid. GSW Construction, Inc. indicated they were ineligible to bid on or be awarded a public works contract pursuant to Labor Code Section 1777.1. Staff recommends to reject the bid submitted by GSW Construction, Inc.

Staff recommends awarding contracts to the four responsive bidders: 1) Con-Quest Contractors, Inc., 2) DPI, Inc. 3) West Valley Construction Company, Inc., and 4) McGuire and Hester.

The District's bid package for the Project is intended to award one or more contractors, and it makes no guarantee of work for any awarded contractor. The contract is essentially a "pre-qualification" of contractors to establish eligibility to perform as-needed construction services. The District has awarded on-call contracts to multiple contractors in the past, including 2020 when the FYE 2020-2022 contract was awarded. Awarding contracts to multiple contractors provides added assurance that resources are available to complete both planned maintenance and emergency work requests, including additional support in instances of multiple emergencies and a need for several simultaneous repair projects. Additionally, with contractors located in the District's service area completing planned work, they are readily available when an unplanned emergency arises. The existing contract has been handled in this way, and it has been working very well. Instead of waiting several hours or more for the contractor to arrive, the crew simply needs to move their equipment to the location of the unplanned repair.

The contracts are time and materials contracts. Contractors will be paid for their hourly time, equipment, and materials for both planned maintenance work and emergency repair work. Determining the "low bid" for this type of contract is not possible because the only fixed price is the hourly rate for labor and equipment. Furthermore, each repair is unique, and the repair may require varying number of crew and different types of equipment. A routine planned repair project has cost the District approximately \$15,000 where one is planned about once per week. About four times per year there are larger more complicated repair projects that range in cost from \$80,000 to \$150,000.

The District had attempted twice to bid the previous FYE 2020-2022 on-call project using fixed-price schedules (i.e., fixed price for a hydrant replacement, or valve repair). However, the District did not receive bids either time. The current construction environment has not improved the District's ability to bid a fixed-price schedule project, and therefore, staff elected to bid a time and materials contract.

The agreements between the District and each contractor are for a base term of approximately 14 months (i.e., the base term will expire on June 30, 2023), with an option to extend the period of service for up to two one-year terms, at the sole option of the District. There is no obligation to extend all four contracts, and it is likely that staff will recommend extending the contract for two contractors with the best performance record. Performance will be based on response time and efficiency while performing work. The contractor's billing rate structure in any subsequent option term will be escalated in accordance with the Engineering News-Record's Construction Cost Index 20-City Average.

The total anticipated value of the work that will be spread among the contractors for the initial term is \$2,350,000. Option terms will be awarded in the amount of the annual approved budgets for the Valve and Blow-Off Replacement Project (CIP 19-W004) and the approved operating budgets for the applicable fiscal year. In addition, award amounts also include allocations for up to \$350,000 for FYE 2023, and up to \$500,000 for FYE 2024 and FYE 2025, to account for operating budget adjustments, and for other related improvements to the water and recycled water distribution infrastructure included in the current District's Capital Improvement Program (CIP). The table below outlines the approved FYE 2023 budgets, as well as estimated budgets for FYE 2024 and 2025. The table also includes a recommended funding allocation for other subsurface improvements.

	<u>FYE 2023</u>	<u>FYE 2024</u>	<u>FYE 2025</u>
Currently Approved Operations Emergency Repair Budget	\$600,000	N/A	N/A
Estimated Operations Emergency Repair Budget*	\$1,000,000	\$1,000,000	\$1,000,000
Currently Approved Planned Capital Budget	\$1,000,000	N/A	N/A
Estimated Planned Capital Budget	\$1,000,000	\$1,000,000	\$1,000,000
Recommended Allocation for Other Subsurface Improvements	\$350,000	\$500,000	\$500,000
Estimated Annual Total	\$2,350,000	\$2,500,000	\$2,500,000
Maximum Contract Total			\$7,350,000

*FYE 2023 Operations Emergency Repair Budget to be increased \$400,000 by mid-cycle budget adjustment

Assuming all option terms are exercised, the not to exceed contract amounts for FYE 2023, FYE 2024, and FYE 2025 are estimated to be \$2,350,000, \$2,500,000, and \$2,500,000, respectively, for a total not to exceed contract amount of \$7,350,000 over a potential contract period of three years and four months. Work will be apportioned to contractors based on the availability of their resources and the constraints of the annual approved budgets. Staff will monitor the allocation of work and the total combined expenditures incurred by the contractors for planned maintenance work and as-needed emergency repair work, and will also be responsible for ensuring that total expenditures do not exceed the annual approved budgets for the Valve and Blow-Off Replacement Project (CIP 19-W004) and the approved operating budget for as-needed emergency repairs.

The District's operations repair and replacement expenditures for FYE 2020 through FYE 2022 have exceeded the current budget and contract allowance which indicates that additional funding for the FYE 2023-2025 budget and contract will be needed. Increased costs due to labor, equipment, and materials, and an aging water distribution system are all factors contributing to the higher than anticipated repair costs. Staff does not anticipate this trend to change in the future and will recommend larger budgets in the future to account for the number of repairs and their associated costs. In the current contract, the inflated costs to repair the system have also impacted planned CIP work. Staff had to reduce the scope of planned CIP work associated with the Valve and Blow-Off Replacement Project in FYE 2022 in order to save contract value on the operation side for emergency repairs and replacements. Unfortunately, even with the reduction in work, the previous contract cap was reached, and staff requested to amend the previous contract cap at the February 15 Board meeting. The previous contract expenditures for both operations repair and replacements and the CIP Valve and Blow-Off Replacement Project are described in the table below, through December 2021.

	<u>FYE 2020*</u>	<u>FYE 2021</u>	<u>FYE 2022**</u>
Operations Repair and Replacement Budget and Contract Allowance	\$450,000	\$600,000	\$600,000
Operations Repair and Replacement Expenditures	\$487,893	\$1,045,457	\$766,892
Planned Capital Budget and Contract Allowance	\$1,000,000	\$1,000,000	\$1,000,000
Planned Capital Replacement Expenditures	\$780,265	\$1,308,564	\$542,268
Other Planned Work Expenditures	\$6,854	\$23,899	\$37,877
Annual Contract Total	\$1,450,000	\$1,600,000	\$1,600,000
Annual Total Expenditures	\$1,275,012	\$2,377,920	\$1,347,037
Maximum Contract Total			\$5,050,000
Total Expenditures FYE 2020-2022**			\$4,999,969

*Contract work began in January 2020

**Work invoiced through December 31, 2021

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20 _____, between the Dublin San Ramon Services District ("District"), Dublin, California, and Con-Quest Contractors, Inc., 290 Toland Street, San Francisco, CA 94124, (415) 206-0524 ("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: **ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)** 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 **Two Million Three Hundred Fifty Thousand (\$2,350,000)** dollars computed in accordance with Contractor's accepted proposal dated **February 24, 2022**, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum pricing schedule items plus the hourly rates stated in the pricing schedule, multiplied by the actual quantities of work performed, plus the cost of any materials 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:

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(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:

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(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 District for its 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 each Work Order 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 \$350,000.00, 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

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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 \$350,000.00, 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, nor any of its 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 District 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

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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.

20. Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

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 *****

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20 _____, between the Dublin San Ramon Services District ("District"), Dublin, California, and DPI, Inc., 5942 Las Positas Road, Livermore, CA 94551, (925) 800-3100 ("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: **ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)** 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 **Two Million Three Hundred Fifty Thousand (\$2,350,000)** dollars computed in accordance with Contractor's accepted proposal dated **February 22, 2022**, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum pricing schedule items plus the hourly rates stated in the pricing schedule, multiplied by the actual quantities of work performed, plus the cost of any materials 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:

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DSRSD

On-Call Water System and Sewer System Repairs, FYE 2023-2025 (CIP 19-W004)
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(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:

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(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 District for its 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 each Work Order 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 \$350,000.00, 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

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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 \$350,000.00, 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, nor any of its 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 District 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

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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.

20. Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

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 *****

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20 _____, between the Dublin San Ramon Services District ("District"), Dublin, California, and West Valley Construction Company, Inc., P.O. Box 5639, San Jose, CA 95150, (408) 371-5510 ("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: **ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)** 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 **Two Million Three Hundred Fifty Thousand (\$2,350,000)** dollars computed in accordance with Contractor's accepted proposal dated **February 24, 2022**, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum pricing schedule items plus the hourly rates stated in the pricing schedule, multiplied by the actual quantities of work performed, plus the cost of any materials 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:

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DSRSD

On-Call Water System and Sewer System Repairs, FYE 2023-2025 (CIP 19-W004)
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(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:

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(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 District for its 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 each Work Order 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 \$350,000.00, 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

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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 \$350,000.00, 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, nor any of its 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 District 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

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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.

20. Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

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 *****

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20 _____, between the Dublin San Ramon Services District ("District"), Dublin, California, and McGuire and Hester, 2810 Harbor Bay Parkway, Alameda, CA 94502, (510) 632-7676 ("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: **ON-CALL WATER SYSTEM AND SEWER SYSTEM REPAIRS, FYE 2023-2025 (CIP 19-W004)** 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 **Two Million Three Hundred Fifty Thousand (\$2,350,000)** dollars computed in accordance with Contractor's accepted proposal dated **February 24, 2022**, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum pricing schedule items plus the hourly rates stated in the pricing schedule, multiplied by the actual quantities of work performed, plus the cost of any materials 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:

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On-Call Water System and Sewer System Repairs, FYE 2023-2025 (CIP 19-W004)
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(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:

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(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 District for its 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 each Work Order 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 \$350,000.00, 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

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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 \$350,000.00, 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, nor any of its 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 District 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

00500-6

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.

20. Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

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 Health Insurance Contribution for Calendar Year 2022 for Board of Directors

RECOMMENDATION:

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

1. Approve, by Motion, the calendar year 2022 health insurance contribution for active Boardmembers and annuitants.

Or, should the Board resolve to approve a health insurance contribution that is different than the current contribution amount, Approve, by Resolution, a health insurance premium contribution for the period of June 1, 2022 to December 31, 2022 for active Boardmembers and annuitants

2. Approve, by Motion, reimbursement retroactively to January 2022 to be consistent with the employee bargaining group contracts.

SUMMARY:

This year the Board of Directors requested staff to delay their increases in health insurance contributions until all bargaining group contracts were approved. The Stationary Engineers, Local 39 contract was approved by the Board earlier this evening. Staff is recommending that the Board approve the calendar year 2022 health insurance contributions for active Board members and annuitants at the same rate as the current contribution amount for employees in the District’s three bargaining groups. In addition, staff recommends the Board receive a retroactive payment back to January 1 for the health insurance increase as has been done for the three employee contracts.

DISCUSSION:

Traditionally, the Board will set, by resolution, the health insurance premium contribution for all employees at the District consistent with the terms of existing labor agreements. The District has completed the negotiations process with the Mid-Management Employees’ Bargaining Unit (MEBU), the Stationary Engineers, Local 39 (Local 39), and the International Federation of Professional and Technical Engineers, Local 21 (Local 21); and the Board approved the Memorandum of Understanding (MOU) and medical contributions for Local 39 in earlier items this evening. The District has also approved the salary and benefits resolution for Unrepresented employees and Senior Management. However, the Board has not approved an amendment to the Personnel Service Agreement (PSA) for the General Manager to change the medical contribution for the General Manager.

In accordance with Resolution No. 35-19, approved by the Board during a regularly scheduled meeting on August 6, 2019, the health insurance contributions for active Boardmembers and annuitants shall be set equal to health insurance contributions for active employees, provided the contribution amounts for all active employees are equal. While the District contribution amount across all approved MOUs is the same, since the General Manager has a different District contribution for Calendar Year 2022, the automatic conforming adjustment directed in the 2019 resolution is not applicable. In this special case, the 2022 District contribution amounts for active Boardmembers and annuitants shall be set at the discretion of the Board.

Originating Department: Administrative Services	Contact: S. Koehler/C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
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)	164 of 167	

The maximum District monthly contribution rates for health insurance premiums for MEBU, Local 39, Local 21 and Unrepresented employees and Senior Management employees for Calendar Year 2022 are as follows:

Employee Only:	\$857.06
Employee + One:	\$1,714.12
Employee + Family:	\$2,228.36

For the General Manager, the District's contribution will remain unchanged from the contribution amounts approved by the Board on August 18, 2020, until such time as a PSA amendment for the General Manager is approved by the Board and corresponding medical contribution resolutions are approved and sent to the California Public Employees' Retirement System (CalPERS). The maximum District monthly contribution rates for health insurance premiums will remain in the amounts as follows:

Employee Only:	\$797
Employee + One:	\$1,594
Employee + Family:	\$2,072

It should be noted that the above contribution amounts are the current 2021 rates still in effect for the Board of Directors.

The Board has the discretion to set the contribution at any amount, and any change in the contribution amount would require the Board to adopt a new resolution. A resolution is not needed if the Board makes a motion to maintain the health insurance contributions at the current 2022 levels as noted above.

CalPERS requires that the District submit a separate resolution for each District health contract account. Thus, this item addresses the Boardmember health contract account (PEMHCA Non-CalPERS Health Contract) and a companion item, approved by the Board earlier in tonight's agenda, addresses the employee health contract account (PEMHCA CalPERS Health Contract).

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR BOARD OF DIRECTORS

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, Resolution No. 35-19 prescribes that the Board of Directors' monthly health benefit contribution amounts are set equal to the monthly health benefit contribution amounts for active employees, provided the contribution for all active employees in all bargaining groups are equal; and

WHEREAS, Resolution No. 35-19 prescribes that the Board of Directors' monthly health benefit contribution amounts are set annually by resolution if the contribution amounts for all active employees in all bargaining groups are not equal; and

WHEREAS, the monthly health benefit contribution for all active employees for calendar years 2022 are not equal; and

WHEREAS, the monthly health benefit contribution for calendar year 2022 for the Board of Directors' shall be set by resolution.

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:

(a) The employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans, effective June 1, 2022, up to a maximum of:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
700 Board of Directors (NPERS)			

Plus administrative fees and Contingency Reserve Fund assessments;

Res. No. _____

(b) Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above;

(c) That the participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an “agency or instrumentality of the State or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Dublin San Ramon Services District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, California Public Employees' Retirement System (CalPERS) may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and

(d) That the executive body appoint and direct, and it does hereby appoint and direct, Nicole Genzale, District Secretary, to file with the Board a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

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 5th day of April, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary