

Lake Don Pedro Community Services District
9751 Merced Falls Rd., La Grange, CA 95329
(209) 852-2331 – www.ldpcsd.org

DIRECTORS
Danny Johnson, President
Dan Hankemeier, Vice President
Emery Ross
Russell Warren
Nelly Sperry

Special Meeting of the Board of Directors

**9751 Merced Falls Road
September 6, 2018 at 4:00 p.m.**

Mission Statement: *The Lake Don Pedro CSD is dedicated to providing our customers with ample quantities of high quality water meeting all standards, in a fiscally responsible manner.*

AGENDA

- 1. CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:

- 2. DISCUSSION AND ACTION ITEMS**
 - a. Adoption of a resolution approving agreement with F&S Houseboats for the fabrication and completion of the Emergency Barge Renovation Project.

- 3. ADJOURNMENT:**

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

- A paper copy viewed at the District office, 9751 Merced Falls Rd., La Grange, CA 95329 during business hours or mailed pursuant to a written request and payment of associated mailing fees
- An electronic copy received by email. Note - a form requesting email delivery of agendas and/or meeting materials must be completed a minimum of one week in advance of the meeting
- Viewed on the Board page of the District's website
- A limited number of copies of agenda materials will also be available at the meeting

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the LDPCSD Board Secretary at (209) 852-2251 Ext. 2. Advance notification will enable the District to make reasonable arrangements to insure accessibility.



F & S Houseboats
 6345 Merced Falls Road
 Snelling , CA 95369
 530- 616-1442
 jvm4215@gmail.com

Customer:
 Lake Don Pedro community Services
 9751 Merced Falls Rd
 La Grange. CA 95329

Estimate

Estimate #	1245
Date Issued:	
Boat Name:	
CF Number:	
Boat Size:	

Line #	Description of Work:	Qty:	Cost:	Total:
1	Cut out existing engine compartment to accommodate new vertical turbine pump (VTP) location. Cut out to size provided on drawings. (Note, old engine and generator will need to be removed, indicated on separate line item)	24	85	\$2,040.00
2	cut out hull access holes in aft starboard and port deck locations, this will allow for double sided welding on the new VTP boxes, and allow for a visual die check from both sides of new plate. Includes steel bolt on covers similar to existing hull access covers. includes steel covers and hardware	10	85	\$850.00
	Materials:	1	248.77	\$248.77
3	degrease / sand blast and clean up engine compartment cutouts to allow for new plate to be welded in	8	85	\$680.00
4	fabricate new VTP enclosures/ box following provided plans, includes all welding and pressure / die checks	40	85	\$3,400.00
	Materials:	1	1878.29	\$1,878.29
5	fabricate piano style hinge mounts for new VTP mounts, includes new hardware	16	85	\$1,360.00
	Materials:	1	328.09	\$328.09
6	test fit pump to new mounts, and remove for test launch to determine new float line, and any additional floatation requirements. (note all launch fees will be sub contracted through Twin Lakes, estimate does not include any transportation fees)	16	85	\$1,360.00

7	remove existing hull access man hole covers and perform visual inspection, perform ultrasonic testing at 25 locations, provide written report of hull inspection. Reinstall man hole covers	12	85	\$1,020.00
8	fabricate new transom mount for mercury 115 hp outboard engine. Includes tubing and plate needed for transom fabrication, includes providing cut out in aft deck for new engine, does not include engine box/ cover. Includes pre fabrication shop drawings for approval	24	85	\$2,040.00
		Materials: 1	534.62	\$534.62
9	cut off and remove old vent stacks, plate over any open holes/ vents in deck, perform die check on all welding	26	85	\$2,210.00
		Materials: 1	58.12	\$58.12
10	Prep top deck for Sonoguard vehicle traffic rated waterproof coating	32	85	\$2,720.00
11	Apply Sonoguard vehicle traffic rated waterproof coating to deck, includes primer, base coats, and top coats. Color is tan, includes rubber granule aggregate and all materials	34	85	\$2,890.00
		Materials: 1	3982.48	\$3,982.48
12	Fabricate mounts for hand crank winches located on aft deck to lift pumps for transport. Includes materials for mounts, and 2 winches and install. Does not include any anchor point or cable mount on pumps	6	85	\$510.00
		Materials: 1	1	\$403.47
13	Fabricate and install over head bridge crane according to provided plans. Vertical post, fixed girders, runway beam, and spanner beam will be fabricated, bridge trolley, hoist trolley, and hoist will be purchased and installed. Includes hardware, and installation. Note: advise increasing lower post mounts and adding gussets to post. larger base pad will eliminate the need for a below deck gusset to be added in for pad support. estimate does not include below deck / hull interior welding.	32	85	\$2,720.00
		Materials: 1	3754	\$3,754.00
14	Fabricate and install front work deck, estimate includes building to provided plans	30	85	\$2,550.00
		Materials: 1	2650	\$2,650.00

15	subcontractor to provide new 115 mercury outboard engine, includes trim/ key switch, control cables, prop., portable fuel tank, and steering ram. Includes installation, new gauges, hydraulic steering helm	1	13,200	\$13,200.00
16	subcontractor to provide sandblasting and recoating of hull. Underwater rated epoxy to be used, applied to manufactures specifications, includes clean up, and crib relocation.	800	5.75	\$4,600.00
17	Fabricate extra flotation pods that may be needed, .125" 5053 custom formed aluminum floats that would be installed under aft work deck. Includes installation.	24	85	\$2,040.00
		Materials: 1	1244.85	\$1,244.85
18	Fabricate custom aft anchor winch mounts to accommodate hand winches, does not include winches, need to verify with customer winch choice	6	85	\$510.00
19	final install of pumps, and electrical control box, includes removal of control box from old barge	16	85	\$1,360.00
20	miscellaneous supplies, marine epoxy, safety lights, hardware etc...	1	1200	\$1,200.00
21	subcontractor to remove old engines, and generator	40	90	\$3,600.00
22	<div style="border: 1px solid black; padding: 5px;"> <p>* estimate only includes work mentioned, any additional items would be treated as a change order, does not include any repairs to hull of boat that may be found after sandblasting * does not include any transportation / launch fees *Allow +- 15-30% on material and labor cost, estimate does not include sales tax *start date week of 9-3-18, completion date week of 10-4-18</p> </div>			

Subtotal:	\$67,942.69
Sales Tax:	
Total:	
Payments / Credits:	
Balance Due:	

Materials ordered as soon as deposit payment is received. Typical payment plan consist of 60% down payment, 30% progress payment upon described progress point, remaining 10% due upon completion of job unless otherwise noted. 4% processing fee for payments using a credit card. Any change orders or add ons require payment in full before starting additional products

EMERGENCY PUMP BARGE FABRICATION AGREEMENT

This Agreement is made and entered into this 6th day of September, 2018 between Lake Don Pedro Community Services District, a community services district formed and operating under California Government Code Section 61000 et seq, hereinafter referred to as “District” and F & S Houseboats, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, the Lake Don Pedro Community Services District (District) is formed and operating in accordance with California Government Code 61000 et seq to provide public services to the community of Don Pedro; and

WHEREAS, District is authorized to supply water for any beneficial uses, in the same manner as a municipal water district, formed pursuant to the Municipal Water District Law of 1911, Division 20 (commencing with Section 71000) of the Water Code; and

WHEREAS, the District is authorized by Government Code Section 61060 to enter into and perform all contracts in accordance with appropriate purchasing policies adopted by the District; and

WHEREAS, the District has determined the need to engage the services of a fabricator/supplier duly qualified, licensed and insured to perform the fabrication and modification of the District’s Emergency Pump Barge; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the completion of the work herein mentioned; and

WHEREAS, the District has prepared plans and specifications for the barge fabrication and modification work; and

WHEREAS, Contractor has prepared a work proposal that, in the opinion of the District meets the specifications detailed by the District and has agreed to perform the work specified in the work proposal for the amount set forth therein.

CONTRACT DOCUMENTS

1. The following documents, as applicable, are by this reference incorporated into and made a part of this Agreement: The contract drawings; the District approved Scope of Work and proposal of Contractor for said work, and all supplemental agreements covering alterations, amendments or extensions to this Agreement. The documents which describe the work to be performed are collectively referred to herein as the “Plans and Specifications”.

It is understood and agreed that all said contract documents are intended to cooperate, so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all contract documents, so that the true meaning of all documents, when taken together, shall control the work pursuant to this Agreement.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, services, transportation, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, permits, sales taxes, shop drawings and samples, to complete in a workman-like manner, the

following work: Modification of the District's Emergency Pump Barge and installation of existing district pumps on the modified barge, and related improvements. The Contractor's Work Proposal is attached hereto as Exhibit A. The District shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the amount of each individual and the cumulative total of the approved Scope(s) of Work, subject to adjustment as provided in the Contract Documents. The work is to be conducted on site in the Contractor's boat yard.

All of the work performed pursuant to this Agreement shall be under the supervision of, and performed to the satisfaction of, the assigned representative of District who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with the Plans and Specifications, and who shall also have the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

COMPLETION

3. The work contemplated under this agreement is to be completed in accordance with District standards as quickly as possible. Contractor shall be required to begin work as quickly as possible after written notification to that effect by District, which shall be the execution of the Notice to Proceed by the District. The work shall be completed in accordance with the Plans and Specifications within 120 days of the Notice to Proceed, unless modified by approved Change Order.

Should Contractor fail to complete the work described in this Agreement and the other contract documents incorporated herein within the time fixed for completion, such performance or lack thereof shall be considered in award of further work components, and grounds for immediate termination of this agreement and award of the work to other qualified firms, perform the work with force account, or cancel the work. Time is of the essence of this contract.

PAYMENT

4. District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bids and proposals and this Agreement, billed at the cost of the Contractor's actual labor and materials, or lump sum if so agreed on the project component Scope of Work. It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the quantities as measured upon completion, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

If Contractor performs the work in accordance with the Contract documents and to the satisfaction of District, District shall pay Contractor approved invoices within 30 days of approved progress invoice.

If payment is to be made by progress payments, Contractor may be paid progress payments at intervals of not less than thirty (30) days as the work progresses. As the basis for determining the amount of these progress payments, if applicable, the Contractor shall, before commencing the work, submit to the District a detailed statement of all materials and labor included in its bid and proposal. This statement shall be so arranged that the value of the work as it progresses may be readily determined, and the first payment will not be considered as due hereunder until such statement is furnished by Contractor. Upon submission of a statement for a progress payment, and after verification thereof by the assigned representative of the District, a certificate of payment of the work actually performed will be issued by

the District. No certificate will be issued until defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall be paid as the work progresses in the amount specified on each such certificate. Contractor shall notify District when it encounters work which exceeds the quantities or work estimated immediately upon ascertaining the additional costs. Contractor shall apply for a Change Order as provided in this Agreement, covering any such additional quantities or work within ten (10) days of the completion of the work. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities or work.

CHANGE ORDERS

5. District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of this Agreement, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

- A. Based on the unit prices contained in section 4, if applicable.
- B. Mutually agreed-upon lump sum or unit price adjustment.
- C. Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

GUARANTEE

6. Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

MISCELLANEOUS PROVISIONS

7. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of

reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

8. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

9. It is hereby expressly agreed that time is of the essence of this Agreement including all contract documents incorporated herein.

10. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

11. The terms of this Agreement may be modified only by the mutual consent and written agreement of District and Contractor.

IN WITNESS WHEREOF, the Lake Don Pedro Community Services District has, by order of its Board of Directors, caused this Agreement to be signed by the General Manager and Contractor has executed this Agreement on the date and year first above written.

DISTRICT

CONTRACTOR:

By: _____
General Manager

By: _____
Title: _____

LAKE DON PEDRO COMMUNITY SERVICES DISTRICT
FINAL 2018/19 BUDGET

		2017-2018 Approved Budget	2017-2018 YTD Totals Thru 04/30/18	2017-2018 Projected Amounts	2018-2019 Proposed Budget
CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)					
01-9-6030-584	Well 2	-	10,763	12,916	-
01-9-6030-585	Medina Well	50,000	3,911	4,693	-
01-9-6030-586	Well 3/4	-	22,868	27,441	
01-9-6030-587	Well 5	50,000	83,545	100,254	
01-9-6030-588	Well 6	-	235	282	
01-0-1090-315	Intake Booster #2 Installation	75,000	126,840	126,840	0
01-0-1090-314	CIP-Barge Renovation	30,000	31,293	37,551	80,000
TBD	Springbrook Update	30,000	-	-	30,000
01-0-1090-305	Ranchito Well #1 Renovation	10,000	-	-	15,000
01-9-6030-591	IRWMP Service Lines	605,249	131,972	158,366	950,000
01-9-6030-592	IRWMP Administrative Expenses	20,000	7,245	8,693	11,300
01-9-6030-593	IRWMP Water Use Efficiency	164,635	67,722	81,266	1,169,966
CARRYOVER PROJECT (GRANT) REVENUE					
01-0-4020-428	USDA Grant	310,000	324,641	389,570	-
TBD	DWR Grants	86,520	-	-	86,520
01-0-4020-425	IRWMP Service Line Replacement	574,987	107,908	129,489	847,260
01-0-4020-427	IRWMP Regional Water Use Efficiency	156,403	28,989	34,787	107,200
01-0-4020-426	IRWMP Grant Administration	20,000	4,392	5,270	1,041,067
NEW CAPITAL PURCHASES / IMPROVEMENTS					
TBD	2018 SCADA Update Project	-	-	-	55,000
TBD	Replacement Truck (2003 Chevy)	32,000	-	-	32,000
TBD	Replacement Truck (2005 Chevy)	40,000	-	-	-
TBD	Tablets for System Maintenance	5,000	-	-	-
TBD	Effluent Meter Replacement (Plant)	40,000	-	-	-
TBD	Replacement Flocculator Gear Drives	12,000	-	-	12,000
01-0-1090-316	Hormiga Water Line Replacement	60,000	13,537	16,244	46,463
TBD	Portable Generator	6,000	-	-	6,000
TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS		195,000	13,537	16,244	96,463
PROJECT PLANNING, DESIGN AND STUDIES					
TBD	CIP Development	40,000	0	-	20,000
TBD	Connection Fee Study	15,000	0	-	10,000
01-9-6030-594	Grant Application Services	30,000	15,723	18,867	19,000
01-9-6030-594	District Map Digitizing and Updates	15,000	8,445	10,134	5,000
TBD	Planning Study re Lake McClure	50,000	-	-	-
TOTAL PLANNING, DESIGN AND STUDIES		150,000	24,168	29,001	54,000

RESOLUTION 2018 - ____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN AGREEMENT WITH
F & S HOUSEBOATS FOR THE FABRICATION OF RENOVATIONS AND ASSOCIATED
IMPROVEMENTS IN THE EMERGENCY BARGE RENOVATION PROJECT

WHEREAS, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District requires the services of a qualified and experienced fabrication company to complete renovations to the existing Lake McClure Emergency Pump Barge system; and

WHEREAS, the District has received a proposal, work scope and cost proposals from F & S Houseboats who are familiar with the District emergency pumping and barge system, and

WHEREAS, F & S Houseboats Proposal is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that:

1. The proposal of F & S Houseboats included herein as Exhibit A, is approved as submitted, and if modifications are necessary not to exceed a cost increase of greater than 15% of the total proposal attached as Exhibit A; and
2. The General Manager is hereby authorized to negotiate the final scope of work and fee, and execute the agreement with F & S Houseboats effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on September 6, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello,
Secretary CERTIFICATE
OF SECRETARY
(STATE OF
CALIFORNIA) (COUNTY
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on September 6, 2018