Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA

Santa Cruz County Sanitation District
Seven Hundred Thirteenth Regular Meeting

Thursday, May 21, 2015
4:45 P.M.

D. A. Porath Sanitation Facility
2750 Lode Street

Page #

1. **ROLL CALL**

2. **APPROVAL OF MINUTES OF MAY 7, 2014** ..... 2-1 thru 2-4

3. **ORAL COMMUNICATIONS**

4. **PROPOSED ORDINANCE NO. 130 AMENDING DISTRICT CODE, TITLE 5, ARTICLE III, SECTIONS 5.04.180 THROUGH 5.04.220, SEWER SERVICE CHARGES (2015/2016)**: Consider final adoption of the subject ordinance.

   a. Letter of the District Engineer 4-1
   b. Proposed Ordinance No. 130 Amending District Code, Title 5, Article III, Sections 5.04.180 through 5.04.220, Sewer Service Charges (2015/2016)
      i. Showing Revisions ..... 4-2 thru 4-4
      ii. Final Version ..... 4-5 thru 4-7

5. **NEARY LAGOON FORCE MAIN REHABILITATION PROJECT - AWARD OF CONTRACT- CONTRACT NO. CW43841:** Consider acceptance of the bid of Michels Corporation DBA in the amount of $1,498,744.00, and authorize the award of the contract. ..... HANDOUT

   a. Letter of the District Engineer
   b. Summary of Bids
   c. Contract Change Order Policy
   d. Request for Approval of Agreement Form (ADM)

6. **SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT**: Consider rejection of the only bid received for the subject project, which was significantly higher than the Engineer's estimate.

   a. Letter of the District Engineer 6-1
   b. Summary of Bid 6-2

Page #

7. **14TH & 16TH AVENUE PUMP STATION ABANDONMENT PROJECT PROPERTY ACQUISITIONS, ROCK TRUST – APN 028-154-30 – 260 14TH AVENUE; WHITE SANDS LEASING, LLC – APN 028-154-21 – 261 15th AVENUE**: Consider adopting a resolution approving and accepting the terms and conditions of the property acquisition agreements.

a. Letter of the District Engineer ..... 7-1 thru 7-2
b. Plan 7-3
c. Resolution No. 15-03, 14th and 16th Avenue Pump Station Abandonment Project Property Acquisitions ..... 7-4 thru 7-5
d. Contract - Van Natta (Rock Trust) ..... 7-6 thru 7-9
e. Contract - White Sands ..... 7-10 thru 7-13

8. **PUMP REPAIR SERVICES - SHAPE INCORPORATED - INDEPENDENT CONTRACTOR AGREEMENT - CONTRACT NO. CW53160**: Consider approving an independent contractor agreement with Shape, Inc., for electric pump and motor repair services in a not-to-exceed amount of $50,000 per fiscal year.

a. Letter of the District Engineer ..... 8-1 thru 8-2
b. Independent Contractor Agreement ..... 8-3 thru 8-7
c. Proposal/Scope of Work 8-8
d. Request for Approval of Agreement Form (ADM) 8-9

9. **AMENDMENT TO AGREEMENT WITH CAROLLO ENGINEERS CONTRACT NO. CW73452**: Consider approving an independent contractor agreement with Corollo Engineers ..... HANDOUT

a. Letter of the District Engineer
b. Independent Contractor Agreement
c. Proposal/Scope of Work
d. Request for Approval of Agreement Form (ADM)

10. **PROPOSED 2015/16 SANTA CRUZ COUNTY SANITATION DISTRICT BUDGET** ..... HANDOUT

a. Letter of the District Engineer
b. Proposed 2015/16 Santa Cruz County Sanitation District budget
c. Notice of Public Hearing

Page #

11. **WRITTEN CORRESPONDENCE:**

a. CWEA's 2014 recipient of the Golden Manhole Society Award to Michael Reilly 11-1

12. **ADJOURNMENT TO JUNE 11, 2015**

As a courtesy to those persons affected, please attend the meeting smoke and scent free. The Santa Cruz County Sanitation District complies with the Americans with Disabilities Act (ADA). The Board of Directors Chambers is located in an accessible facility. Persons with disabilities may request a copy of the agenda in an alternative format. If you need special assistance or accommodations to attend this meeting, please contact the District at 454-2160 (TDD number 831-454-2123) at least 72 hours in advance of the meeting, to make arrangements. If you have a question about an agenda item, please call District staff at 454-2160. Agenda documents, including those received after the publication of these agenda materials may be reviewed at the office of the District Secretary, Room 410 of the County Government Center Building at 701 Ocean Street, Santa Cruz, California.

PROCEEDINGS OF THE BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT

May 7, 2015
4:45 P.M.

D. A. Porath Sanitation Facility
2750 Lode Street
Santa Cruz, California

* *

The seven hundred twelfth regular meeting of the Board of Directors of the Santa Cruz County Sanitation District is now in session pursuant to adjournment, by declaration of Chairperson Harlan.

PRESENT: Director Leopold, Director Friend, Chairperson Harlan, District Counsel, and the Secretary

APPROVAL OF MINUTES OF APRIL 16, 2015 -approved

Upon motion of Director Leopold, duly seconded by Director Friend, it is ordered by the Board, by unanimous voice vote, that the minutes of May 7, 2015, be and are hereby approved.

ORAL COMMUNICATIONS -none

PROPOSED ORDINANCE NO. 130 AMENDING DISTRICT CODE, TITLE 5, ARTICLE III, SECTIONS 5.04.180 THROUGH 5.04.220, SEWER SERVICE CHARGES (2015/2016) -adopted in concept

The District Engineer, John Presleigh, introduces the District's revenue consultant, Gary Hornberger, who proceeds to explain the subject item, noting that this year's overall increase is 4.3%. He then goes over the various proposed fee increases, explaining how they are calculated, and noting the various costs, such as routine maintenance and the contribution to the City of Santa Cruz' facility, which the District must take into consideration.

Board discussion ensues with Director Leopold pointing out that the big driver of the District's rates are the upgrades of the wastewater treatment plant. He also states that he likes the result of Director Friend's suggestion to make the public hearing notice more user friendly.

At the request of Chairperson Harlan, the District Secretary reads the title of Ordinance No. 130.

Upon motion of Director Friend, duly seconded by Director Leopold, it is ordered by the Board, by unanimous voice vote, that detailed reading of Ordinance No. 130, be and is hereby waived.

Chairperson Harlan now opens the public hearing. The following people address the Board:

Sam Farrington, of Rio Del Mar, addresses the Board and comments that the increase for a single family home is 4.8% which is quite a bit more than his social security increase, but he is fine with it, and he thinks the increase of $2.81 should be $5.00 with all the capital improvements going on, which would give a little more impetus to get it done and then the next year they can give a reprieve and not raise the rates. He wonders if in ten years, with this continuous escalation, will it

be $2,000 or $3,000 per year that they will be paying. In general, however, he feels the Board is doing a great job keeping costs under control and the capitalization projects are very important. He thinks that with the money that is going to the (treatment plant) in Santa Cruz, since this water is very clean after treatment, and the District is paying for this water, that they should be reusing the water and injecting it into the ground and using it to water their golf courses and parks.

David Faust, of Live Oak addresses the Board stating that he bought a house a year ago in the Live oak area and he has a question about the overflow protective device mentioned in the public hearing notice. He asks if it's a requirement and how does he find out if he already has one. Chairperson Harlan answers that it is not a requirement, but he should check to see if he has one. Operations Manager, John Swenson, and Sanitation Engineer, Rachél Lather, advise him.

There being no one else speaking, Chairperson Harlan closes the public hearing.

Director Leopold states that, regarding reusing wastewater, the County is looking for a feasibility grant to examine the idea of treating wastewater and putting it back into the ground.

Board and staff discussion ensues regarding the possibility of keeping future increases closer to retirees' CPI, with Director Friend pointing out that he would not want to see the District keep costs down one year and then the following year have to make it up by having a big increase. He would rather see the rate increases kept steady each year, even if they are slightly higher than the CPI.

Upon motion of Director Leopold, duly seconded by Director Friend, it is ordered by the Board, by unanimous voice vote, that Ordinance No. 130, Amending District Code Title 5, Article III, Sections 5.04.180 through 5.04.220, Sewer Service Charges be and is hereby adopted, in concept, and placed on the next agenda for final adoption. Further, the District Secretary is hereby directed to advertise the notice of public hearing on the service charge report.

D. A. PORATH FACILITY - WET WEATHER RETENTION BASIN PROJECT - POSTPONE PROJECT UNTIL MARCH 2016 -postponed

The District Engineer explains the subject item, recommending that the Board postpone the project until March 2016, due to time constraints being experienced between the approval of permits from Planning Department and the window of time allowed before the monarch butterflies come to roost.

Upon motion of Director Leopold, duly seconded by Director Friend, it is ordered by the Board, by unanimous voice vote, that the D.A. Porath Facility Wet Weather Retention Basin project be and is hereby postponed until March 2016.

NEARY LAGOON FORCE MAIN REHABILITATION PROJECT - AWARD OF CONTRACT -postponed

Ms. Lather recommends to the Board that they consider postponing the subject item until the May 21, 2016, meeting due to the fact that they only received one bid and they are in the process of discussing it with the State because it was double the engineer's estimate. She states that the Clean Beaches people are encouraging the District to proceed with the project.

Upon motion of Director Leopold, duly seconded by Director Friend, it is ordered by the Board, by unanimous voice vote, that the subject project be postponed to May 21, 2016.

CONSULTING ENGINEERING CONTRACT WITH PACIFIC CREST ENGINEERING, INC., FOR NOBLE GULCH TRUNKLINE RELOCATION PROJECT, CONTRACT NO. CW43827 -approved

The Sanitation Engineer, Rachél Lather, explains the subject item and recommends that the Board approve an agreement with Pacific Crest Engineering, Inc., in the amount of $33,830.00. Board discussion ensues.

Upon motion of Director Friend, duly seconded by Director Leopold, it is ordered by the Board, by unanimous voice vote, that the independent contractor agreement with Pacific Crest Engineering, in the amount of $33,830.00 for QSP/SWPPP Monitoring Services for the Noble Gulch Trunkline Relocation project be and is hereby approved with the District Engineer authorized to sign the agreement on behalf of the District.

SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT - PROPERTY ACQUISITIONS -postponed

Mr. Presleigh explains the subject item and recommends that the Board consider postponing this item.

Upon motion of Director Friend, duly seconded by Director Leopold, it is ordered by the Board, by unanimous voice vote, that the Soquel Pump Station Force Main Replacement Project Property Acquisitions item, be and is hereby postponed until a later date.

PROPOSED 2015/16 SANTA CRUZ COUNTY SANITATION DISTRICT BUDGET -postponed

Mr. Presleigh explains the subject item and recommends that the Board postpone this item until May 21, 2015.

WRITTEN CORRESPONDENCE

The Board reviews the following written correspondence and congratulates Ms. Preswich, who gives a brief overview of the program.

-Certificate of Completion, Special District Board Secretary/Clerk Program, California Special Districts Association, honoring Terra Prestwich.

ORAL COMMUNICATIONS

Birthday Acknowledgement

Director Friend presents District Counsel, T. Brooke Miller, with a dessert from Gayle's Bakery in celebration of her birthday.

Water Summit

Ms. Lather states that there will be a drought summit in Sacramento on Monday which she will be attending.

CHAIRPERSON HARLAN NOW ADJOURNS THE MEETING TO A CLOSED LITIGATION SESSION, AFTER WHICH THE BOARD RECONVENES IN OPEN SESSION

ADJOURNMENT

There being no further business to come before the Board, Chairperson Harlan hereby adjourns this meeting of the Board to the next scheduled meeting, to be held Thursday, May 21, 2015, at 4:45 p.m., at the D. A. Porath Sanitation Facility meeting room, 2750 Lode Street, Santa Cruz, California.

Secretary

Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

JOHN J. PRESLEIGH, DISTRICT ENGINEER

MAY 21, 2015

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, California 95060

SUBJECT: PROPOSED ORDINANCE NO. 130 AMENDING DISTRICT CODE, TITLE 5, ARTICLE III, SECTIONS 5.04.180 THROUGH 5.04.220, SEWER SERVICE CHARGES (2015/2016)

Members of the Board:

On May 7, 2015, your Board adopted, in concept, proposed Ordinance No. 130, Amending District Code, Title 5, Article III, Sections 5.04.180 through 5.04.220, Sewer Service Charges. This ordinance is now before you for final adoption.

Therefore, it is recommended that your Board adopt the subject ordinance and direct the District Secretary to publish said ordinance, or a summary of said ordinance, once within fifteen days and take related actions as required.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

TLP/b1739

ordadopt
(2/94)

4-1

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY SANITATION DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA

ORDINANCE NO. ~~129~~ 130

On the motion of Director
duly seconded by Director
the following ordinance is adopted:

AN ORDINANCE AMENDING DISTRICT CODE TITLE 5,
ARTICLE III, SECTIONS 5.04.180 THROUGH
5.04.220 -- SEWER SERVICE CHARGES

The Board of Directors of the Santa Cruz County Sanitation District DO ORDAIN as follows:

Section I

Section 5.04.180 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.180 Residential Facilities.

A. The sewer service charge for each townhouse or condominium for each of which a separate Assessor's parcel number has been assigned shall be ~~$581.16~~ $609.84 per year.

B. The sewer service charge for each unit of a multi-family dwelling on a single parcel, for which only one Assessor's parcel number has been assigned, shall be ~~$581.16~~ $609.84 per year.

C. The sewer service charge for each space of a mobile home park shall be ~~$501.48~~ $526.68 per year.

D. The sewer service charge for each single-family dwelling determined to be a low-rate discharger, based on a verified winter water usage, from the months of December, January, February, and March, not to exceed 18 HCF during that four-month period, shall be ~~$581.16~~ $609.84 per year. Application deadline is June 15 each year.

E. The sewer service charge for each single family dwelling shall be ~~$696.12~~ $729.84 per year.

Section II

Section 5.04.190 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.190 Commercial Facilities. The sewer service charge for each commercial facility or for each separate business within such a facility shall be computed by the District Engineer in accordance with the following schedule, based upon the previous calendar year's water use:

Bakeries/Donut Shops . . . . . ~~$266.64~~ $279.84/year plus ~~$10.58~~ $10.70/ HCF
Restaurants/Catering . . . . . ~~$266.64~~ $279.84/year plus ~~$10.58~~ $10.70/ HCF
Food Processing . . . . . ~~$266.64~~ $279.84/year plus ~~$13.00~~ $12.64/ HCF
Funeral Parlor/Mortuary . . . . ~~$266.64~~ $279.84/year plus ~~$13.00~~ $12.64/ HCF
Other Business (General) . . . . . ~~$266.64~~ $279.84/year plus ~~$7.03~~ $7.15/ HCF
Dominican Hospital . . . . . ~~$266.64~~ $279.84/year plus ~~$7.49~~ $7.57/ HCF
Chaminade . . . . . ~~$266.64~~ $279.84/year plus ~~$10.85~~ $10.62/ HCF

Section III

Section 5.04.210 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.210 State Beach or Park Facilities. The sewer service charge for each state beach and/or park facility shall be ~~$266.64~~ $279.84 per year plus ~~$6.67~~ $6.82 per HCF based upon the previous calendar year's water use.

Section IV

Section 5.04.220 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.220 School Facilities.

A. The sewer service charge for each elementary school, middle school, or junior high school, shall be ~~$266.64~~ $279.84 per year plus ~~$17.81~~ $18.21 per student based on the ADA (average daily attendance), including night and adult classes for the school during the school year.

B. The sewer service charge for each high school shall be ~~$266.64~~ $279.84 per year plus ~~$26.75~~ $27.36 per student based on ADA (average daily attendance), including night and adult classes for the school during the school year.

C. The sewer service charge for each community college shall be ~~$266.64~~ $279.84 per year, plus ~~$23.55~~ $24.08 per student based on full-time equivalent student (FTES), including night and adult classes for the school during the school year.

D. All schools have the option to pay an alternative fee of ~~$266.64~~ $279.84 per year plus ~~$6.67~~ $6.82 per HCF if they can provide the District with the previous calendar year's domestic water use, excluding irrigation water, or provide the winter water use and the corresponding number of school days during the winter billing period.

Section V

The fees and charges established pursuant to Sections 5.04.180 through 5.04.220 shall take effect beginning July 1, ~~2014~~ 2015 or as soon thereafter as this Ordinance codified in this section takes effect.

Section VI

Upon adoption, this Ordinance shall be entered in the minutes of the Santa Cruz County Sanitation District Board of Directors and shall be published once within fifteen (15) days following its adoption in a newspaper having general circulation in the District. This Ordinance shall take effect on the 31st day after the date of final passage.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Sanitation District this ~~22nd~~ _____ day of May ~~2014~~ _____ by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

_____
Chairperson of said Board

ATTEST: _____
Secretary of said Board

Approved as to form:

_____
District Counsel

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY SANITATION DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA

ORDINANCE NO. 130

On the motion of Director
duly seconded by Director
the following ordinance is adopted:

AN ORDINANCE AMENDING DISTRICT CODE TITLE 5,
ARTICLE III, SECTIONS 5.04.180 THROUGH
5.04.220 -- SEWER SERVICE CHARGES

The Board of Directors of the Santa Cruz County Sanitation District DO ORDAIN as follows:

Section I

Section 5.04.180 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.180 Residential Facilities.

A. The sewer service charge for each townhouse or condominium for each of which a separate Assessor's parcel number has been assigned shall be $609.84 per year.

B. The sewer service charge for each unit of a multi-family dwelling on a single parcel, for which only one Assessor's parcel number has been assigned, shall be $609.84 per year.

C. The sewer service charge for each space of a mobile home park shall be $526.68 per year.

D. The sewer service charge for each single-family dwelling determined to be a low-rate discharger, based on a verified winter water usage, from the months of December, January, February, and March, not to exceed 18 HCF during that four-month period, shall be $609.84 per year. Application deadline is June 15 each year.

E. The sewer service charge for each single family dwelling shall be $729.84 per year.

Section II

Section 5.04.190 of Title 5, Article III of Santa Cruz County Sanitation District Code is hereby amended to read as follows:

5.04.190 Commercial Facilities. The sewer service charge for each commercial facility or for each separate business within such a facility shall be computed by the District Engineer in accordance with the following schedule, based upon the previous calendar year's water use:

Bakeries/Donut Shops	$279.84/year plus $10.70/HCF
Restaurants/Catering	$279.84/year plus$10.70/HCF
Food Processing	$279.84/year plus$12.64/HCF
Funeral Parlor/Mortuary	$279.84/year plus $12.64/HCF
Other Business (General)	$279.84/year plus $7.15/HCF
Dominican Hospital	$279.84/year plus $7.57/HCF
Chaminade	$279.84/year plus $10.62/HCF

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Section IV

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A. The sewer service charge for each elementary school, middle school, or junior high school, shall be $279.84 per year plus $18.21 per student based on the ADA (average daily attendance), including night and adult classes for the school during the school year.

B. The sewer service charge for each high school shall be $279.84 per year plus $27.36 per student based on ADA (average daily attendance), including night and adult classes for the school during the school year.

C. The sewer service charge for each community college shall be $279.84 per year, plus $24.08 per student based on full-time equivalent student (FTES), including night and adult classes for the school during the school year.

D. All schools have the option to pay an alternative fee of $279.84 per year plus $6.82 per HCF if they can provide the District with the previous calendar year's domestic water use, excluding irrigation water, or provide the winter water use and the corresponding number of school days during the winter billing period.

Section V

The fees and charges established pursuant to Sections 5.04.180 through 5.04.220 shall take effect beginning July 1, 2015 or as soon thereafter as this Ordinance codified in this section takes effect.

Section VI

Upon adoption, this Ordinance shall be entered in the minutes of the Santa Cruz County Sanitation District Board of Directors and shall be published once within fifteen (15) days following its adoption in a newspaper having general circulation in the District. This Ordinance shall take effect on the 31st day after the date of final passage.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Sanitation District this ____ day of May 2015 by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

Chairperson of said Board

ATTEST:

Secretary of said Board

Approved as to form:

District Counsel

Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MAY 21, 2015

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, California 95060

SUBJECT: SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT

Members of the Board:

On May 7, 2015, the District received one bid for the construction of the Soquel Pump Station Force Main Replacement Project. The bidder was Western Water Constructors, Inc. of Santa Rosa, California, in the amount of $6,160,000.00. The engineer's estimate for this project is $2,893,000.00, not including contingencies and overhead. Due to the current nature of the bidding climate and contractors limited resources, the project only had one proposal submitted. Since Western Water Constructors' bid is significantly higher than anticipated, it is recommended that your Board direct staff to rebid the project after applying and acquiring additional funding from a State Revolving Fund (SRF) loan.

It is therefore recommended that the Board of Directors take the following actions:

1. Reject the bid by Western Water Constructors, Inc. of Santa Rosa, California in the amount of $6,160,000.00,

2. Direct staff to return to you Board on or before December 3, 2015, with a project update.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

BB:tlp/b1744

6-1

SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT
BID OPENING: MAY 7, 2015

Item	Item Description	Units	Quantity	Engineer's Estimate		Western Water Constructors, Inc.	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization/Demobilization	LS	1	$232,000	$232,000	$307,000	$307,000
2	Horizontal Directional Drilling	LS	1	$533,000	$533,000	$1,509,000	$1,509,000
3	Open Cut Pipe Installation	LF	525	$352	$185,000	$1,655.24	$869,000
4	Transition Structure	LS	1	$215,000	$215,000	$500,000	$500,000
5	Pressure Testing Pipeline	LS	1	$15,000	$15,000	$18,000	$18,000
6	Flowmeter Room	LS	1	$251,000	$251,000	$644,000	$644,000
7	ARV Vault	LS	1	$50,000	$50,000	$261,000	$261,000
8	Pump Station Plug Valve Replacement	EA	9	$12,222	$110,000	$7,444.44	$67,000
9	Pump Station Check Valve Replacement	EA	4	$6,500	$26,000	$7,750.00	$31,000
10	Pump Station Improvements	LS	1	$320,000	$320,000	$329,000	$329,000
11	Paving	SY	4,400	$3.86	$17,000	$5.91	$26,000
12	Electrical	LS	1	$68,000	$68,000	$159,000	$159,000
13	Installation of District Furnished Materials	LS	1	$23,000	$23,000	$7,000	$7,000
14	Temporary Traffic Control	LS	1	$36,000	$36,000	$85,000	$85,000
15	Disposal of Contaminated Soil at Class III Landfill	TONS	100	$450.00	$45,000.00	$270	$27,000
16	Disposal of Contaminated Soil at Class II Landfill	TONS	100	$520.00	$52,000.00	$270	$27,000
17	Handling and Treatment of Contaminated Groundwater	GAL	10,000	$4	$35,000	$1.70	$17,000
18	Overexcavation	CY	25	$40	$1,000	$200	$5,000
19	Concrete Floor Slab Repair per M&N Plans and Specs	SF	884	$243.21	$215,000	$302.04	$267,000
20	Concrete Wall Repair per M&N Plans and Specs	SF	106	$396.23	$42,000	$433.96	$46,000
21	Concrete Wall Crack Repair per M&N Plans and Specs	LF	25	$800	$20,000	$1,440.00	$36,000
22	Permit Fees	LS	1	$10,000	$10,000	$5,000	$5,000
23	Shoring	LS	1	$54,000	$54,000	$450,000	$450,000
24	Storm Water Pollution Prevention Plan	LS	1	$12,000	$12,000	$20,000	$20,000
25	Dewatering	LS	1	$51,000	$51,000	$173,000	$173,000
26	Extra Work	LS	1	$275,000	$275,000	$275,000	$275,000
				TOTAL	$2,893,000	**TOTAL**	$6,160,000

Santa Cruz County Sanitation District

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(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MAY 21, 2015

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, California 95060

SUBJECT: 14TH & 16TH AVENUE PUMP STATION ABANDONMENT PROJECT
PROPERTY ACQUISITIONS
ROCK TRUST – APN 028-154-30 – 260 14TH AVENUE
WHITE SANDS LEASING, LLC – APN 028-154-21 – 261 15th AVENUE

Members of the Board:

Included in the 2014/2015 Santa Cruz County Sanitation District (SCCSD) Budget are funds to install new gravity sewer lines and a new upgraded pump station at 15th Avenue, in conjunction with the abandonment of the 14th Avenue and 16th Avenue pump stations. Both stations are over 40 years old and are located near coastal areas. This project will provide for improved water quality and protect the environment of nearby coastal areas. The proposed project replaces aging sewer infrastructure, improves efficiency of the sewer network, and relocates pipelines and two pump stations out of environmentally sensitive areas.

The last remaining acquisitions for this project are properties between 14th and 15th Avenues. The District will need subsurface easements for construction and maintenance under the parcels listed on the attached resolution. The remaining work for the project will take place within existing sanitation easements or County right of way.

The attached agreements provide for the acquisition of necessary rights required to construct the above mentioned pump station abandonment project (as shown on the attached plan). The settlement amounts for the property interests acquired in the attached resolution are considered fair and reasonable for the real property interests being acquired and represents the fair market value for such property interests. Acquisition costs for both agreements total $33,100.

It is recommended that the Board of Directors take the following actions:

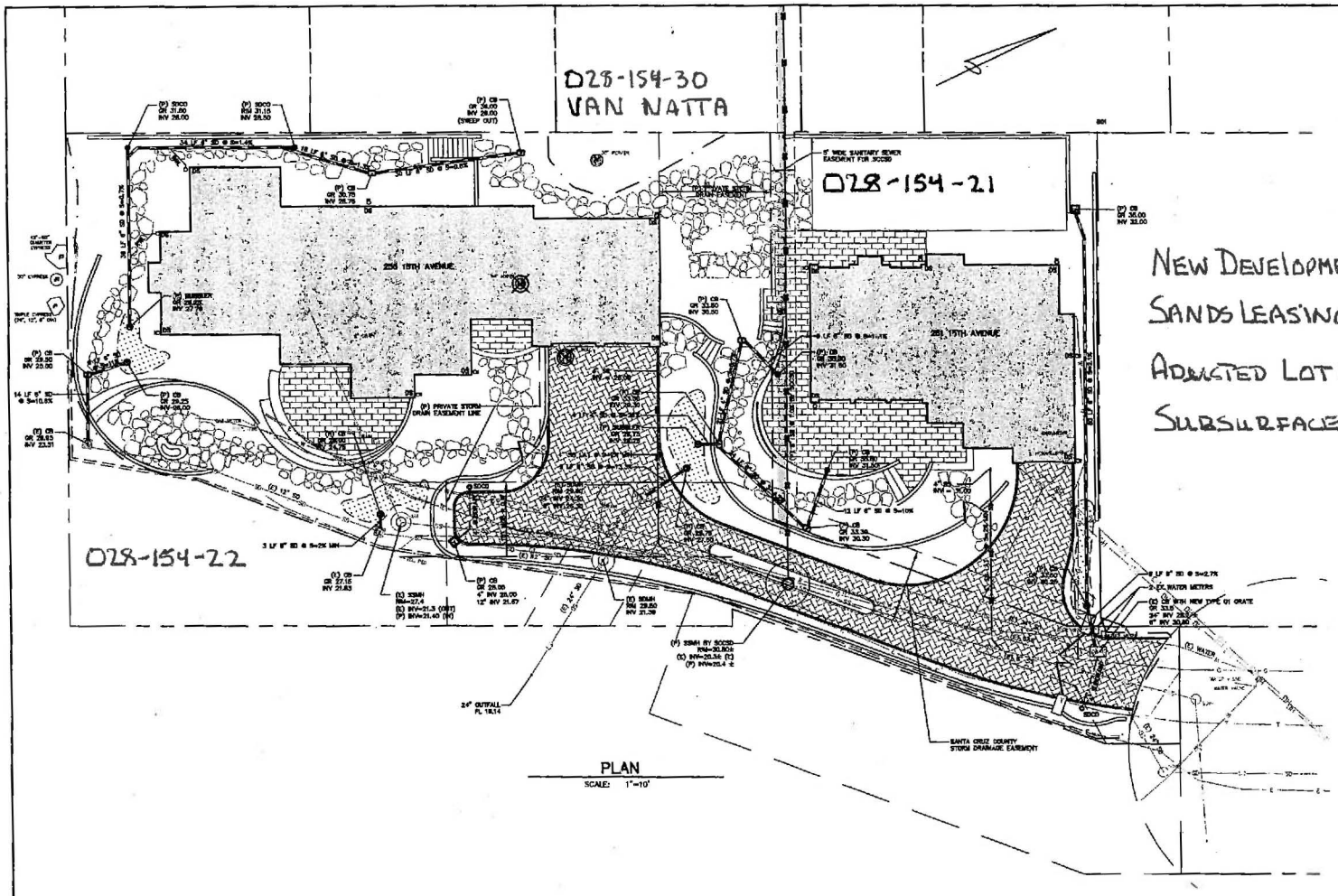
1. Adopt the attached resolution approving and accepting the terms and conditions of the property acquisition agreements and authorize the District Engineer to sign said agreements on behalf of the District.

2. Approve payment of claims in the amount totaling $33,100 for the agreements.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

JSK:tlp/b1737
Attachments
cc: Real Property
District Counsel
Auditor-Controller



NEW DEVELOPMENT PLANS FOR WHITE SANDS LEASING, LLC SHOWING ADJUSTED LOT LINES AND PROPOSED SUBSURFACE EASEMENTS

7-3

PRELIMINARY
FOR DESIGN REVIEW ONLY

REGISTERED PROFESSIONAL ENGINEER
JOEL FRANCIS RICCA
No. 53568
CIVIL
STATE OF CALIFORNIA

DISCLAIMER
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

APN 028-154-22 & 21

REVISED	
1	REVISED PER COUNTY COMMENTS 08/20/14

BOWMAN & WILLIAMS
CONSULTING CIVIL ENGINEERS
1011 CEDAR STREET
SANTA CRUZ, CA 95060
(831) 426-3560

PRELIMINARY UTILITY PLAN

FOR WHITE SANDS LEASING LLC
255 & 251 15TH AVENUE
SITUATE IN
SANTA CRUZ, CALIFORNIA

SCALE 1"= 10'	DRAWN TPC	JOB NO. 24743-02	SHEET
DATE MARCH 12, 2014	CHECKED JFR	INDEX L.D. 32	C2.0
DESIGN TPC	DWG NAME 24743-2-C2	FILE NO. 24743-02	OF 6

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY SANITATION DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA

RESOLUTION NO. 15-03

On the motion of Director
duly seconded by Director
the following resolution is adopted

14TH & 16TH AVENUE PUMP STATION ABANDONMENT PROJECT
PROPERTY ACQUISITIONS

RESOLVED by the Board of Directors of the Santa Cruz County Sanitation District, State of California:

WHEREAS, as part of the 14th & 16th Avenue Pump Station Abandonment Project permanent and or temporary property rights are needed to construct the proposed improvements under the above named properties.

WHEREAS, the owners of said property interests have executed and delivered said property interests to District upon condition that District acknowledge and approve Articles set forth in said agreements binding District to the performance of said Articles, and

WHEREAS, the board of Directors of said District hereby finds the Articles of said agreements to be fair and reasonable consideration for the acquisition of said real property interests.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Santa Cruz County Sanitation District does hereby accept the terms of said agreements listed below and authorizes the District Engineer to sign on behalf of the District.

A.P.N.	GRANTOR	PAYMENT
028-154-21	White Sands Leasing, LLC	$14,800.00
028-154-30	Owen Van Natta, Trustee Jennifer Van Natta, Trustee	$18,300.00

BE IT FURTHER ORDERED that the Auditor-Controller is hereby authorized to approve payment of claims for the above listed agreements in the amounts indicated above payable to First American Title Company, 4450 Capitola Road, Suite 103, Capitola, CA 95010, as escrow agents, (escrow # 4408-4609301 for White Sands Leasing, LLC and escrow # 4408-4609296 for the Rock Trust) out of the Santa Cruz County Sanitation District Construction Improvement Funds, charged against Index No. 136409, Work Authorization No. 53866, for the purchase of said property interests and to deliver the same to the Chief Real Property Agent of the County of Santa Cruz; and

BE IT FURTHER ORDERED that said Chief Real Property Agent deliver said warrants to the above listed escrows.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Sanitation District, State of California, this _____ day of _____, 2015, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

_____
Chairperson of said Board

ATTEST: _____
Secretary of said Board

Approved as to form:

_____
Office of District Counsel

Distribution: District Counsel
Auditor-Controller
Public Works
Real Property

Property No.: 1

APN: 028-154-30

Rock Trust
(Sellers)

Project: 14th & 16th Avenues Pump Station Abandonment Project

CONTRACT
SANTA CRUZ COUNTY SANITATION DISTRICT

This contract is entered into this ____ day of _____, 2015, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called **DISTRICT**, and OWEN VAN NATTA and JENNIFER VAN NATTA, TRUSTEES OF THE ROCK TRUST, DATED JULY 6, 2006, hereinafter called **SELLERS.** The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.

2. SELLERS agree to execute and deliver documents in the form of a Form W-9 (Request for Taxpayer Identification Number and Certification) and an **Easement Deed** covering the property located at 260 14th Avenue in the County of Santa Cruz (APN 028-154-30), more particularly described in Exhibit "A", attached hereto and made a part hereof, and hereinafter called the PROPERTY. Said documents will be delivered to the Chief Real Property Agent of the County of Santa Cruz, State of California.

3. The DISTRICT shall:

(A) Pay the undersigned grantor(s) the sum of **EIGHTEEN THOUSAND THREE HUNDRED DOLLARS ($18,300.00)** for the PROPERTY or interest therein as conveyed by Easement Deed within thirty (30) days after date the easement to said PROPERTY vests in the DISTRICT free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

1. Covenants, conditions restrictions and reservations of record, if any,
2. Easements or rights of way over said land for utility or street purposes, if any.

From the amount shown in Clause 3(A) above, the DISTRICT is authorized to pay any delinquent taxes due, together with penalties and interest thereon; and delinquent or non-delinquent assessments or bonds.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the DISTRICT, the premium charge therefor, except that the payment of any reconveyance fees, trustee's fee, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage shall be the responsibility of the SELLERS. This transaction will be handled through an escrow with First American Title Company, 4450 Capitola Road, Suite 103, Capitola, CA, their escrow No. 4408-4609296.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the DISTRICT, its contractors and/or authorized agents have the right to enter upon the SELLERS' property, where necessary, to construct the improvements for which the purpose of the deed is

being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the PROPERTY by the DISTRICT including the right to remove and dispose of improvements, shall commence on the date the DISTRICT delivers said total amount shown in Clause 3(A) to the SELLERS or deposits said amount into escrow, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

6. On the day the easement of said PROPERTY vests in the name of the DISTRICT, the condition of the SELLERS' property, including the existence or nonexistence of improvements, will be the same as the condition of the SELLERS' property on the inspection date of January 7, 2014.

7. This CONTRACT is subject to the approval of the DISTRICT Board of Directors and does not bind DISTRICT until such time as Board approval and consent has been received in writing and as required by law.

8. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the DISTRICT has caused this contract to be duly executed as of the ____ day of _____, 2015.

SELLERS have executed this agreement as of the 28th day of April, 2015.

RECOMMENDED FOR APPROVAL

By: Travis Cary
TRAVIS CARY
CHIEF, REAL PROPERTY

APPROVED AS TO FORM:

By: _____
OFFICE OF COUNTY COUNSEL

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
JOHN J. PRESLEIGH
DISTRICT ENGINEER

_____
OWEN VAN NATTA, TRUSTEE

_____
JENNIFER VAN NATTA, TRUSTEE

(SELLERS)

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 028-154-30

Certain real property situate in the County of Santa Cruz, State of California, described as follows:

A portion of that certain property described in the deed recorded December 12, 2008 as Document Number 2008-0050379 also being a portion of Lot 25, Tract No. 64 Shore Acre Subdivision, on the Map recorded on July 16, 1946 in Volume 28 Maps at Page 37, more particularly described as follows:

A strip of land 5 feet wide, lying Southwesterly and parallel to the Northeasterly line of that certain property described in said Document Number 2008-0050379.

Containing 550 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

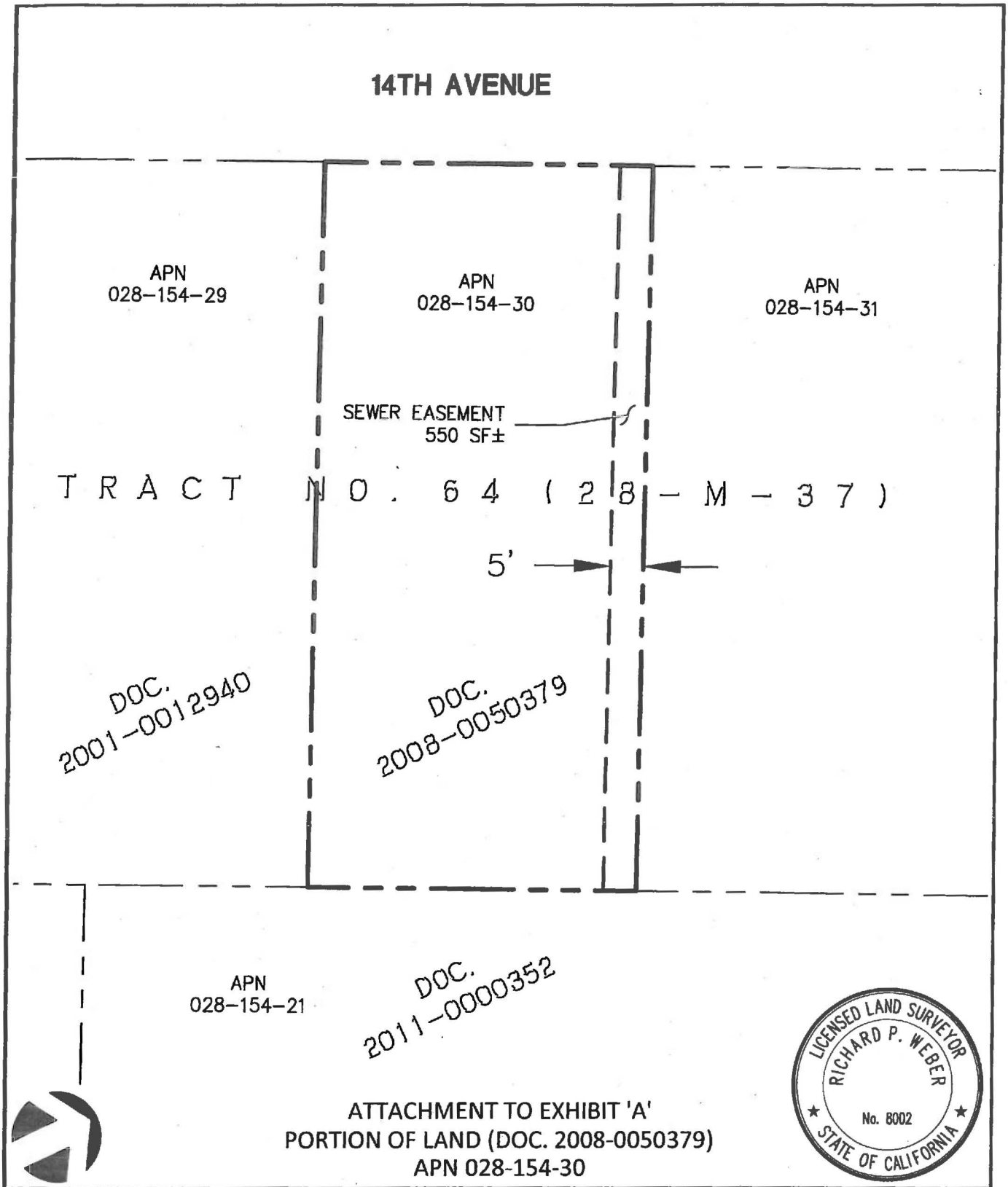
END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 2419.03



ATTACHMENT TO EXHIBIT 'A'
PORTION OF LAND (DOC. 2008-0050379)
APN 028-154-30

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

SEWER EASEMENT

SANTA CRUZ COUNTY CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION

T:\Monterey Projects\2419\241903 - 14th-16th Ave\241903 - LEGAL XBTS.dwg

DATE:	Jan 21, 2015
SCALE:	1" = 20'
DRAWN:	CTP
CHECKED:	RPW
PROJECT:	2419.03

SHEET 1 OF 1

WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831)649-5225 - FAX (831)373-5065 - WWW.WHITSONENGINEERS.COM

Property No.: 3

APN: 028-154-21

White Sands Leasing, LLC
(Sellers)

Project: 14th & 16th Avenues Pump Station Abandonment Project

CONTRACT
SANTA CRUZ COUNTY SANITATION DISTRICT

This contract is entered into this ____ day of _____, 2015, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called **DISTRICT**, and WHITE SANDS LEASING, LLC a California Limited Liability Company, hereinafter called **SELLERS.** The parties mutually agree as follows:

1. The parties herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for this transaction.

2. SELLERS agree to execute and deliver documents in the form of a Form W-9 (Request for Taxpayer Identification Number and Certification) and an **Easement Deed** covering the property located at 261 15th Avenue in the County of Santa Cruz (APN 028-154-21), more particularly described in Exhibit "A", attached hereto and made a part hereof, and hereinafter called the PROPERTY. Said documents will be delivered to the Chief Real Property Agent of the County of Santa Cruz, State of California.

3. The DISTRICT shall:

(A) Pay the undersigned grantor(s) the sum of **FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS ($14,800.00)** for the PROPERTY or interest therein as conveyed by Easement Deed within thirty (30) days after date the easement to said PROPERTY vests in the DISTRICT free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

1. Covenants, conditions restrictions and reservations of record, if any,
2. Easements or rights of way over said land for utility or street purposes, if any.

From the amount shown in Clause 3(A) above, the DISTRICT is authorized to pay any delinquent taxes due, together with penalties and interest thereon; and delinquent or non-delinquent assessments or bonds.

(B) Pay all escrow and recording fees incurred in this transaction, and if Title Insurance is required by the DISTRICT, the premium charge therefor, except that the payment of any reconveyance fees, trustee's fee, or forwarding fees for any full reconveyance of deed of trust or full release of mortgage shall be the responsibility of the SELLERS. This transaction will be handled through an escrow with First American Title Company, 4450 Capitola Road, Suite 103, Capitola, CA, their escrow No. 4408-4609301.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the DISTRICT, its contractors and/or authorized agents have the right to enter upon the SELLERS' property, where necessary, to construct the improvements for which the purpose of the deed is

being granted. It is understood and agreed that the premises will be left in a clean and orderly condition.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the PROPERTY by the DISTRICT including the right to remove and dispose of improvements, shall commence on the date the DISTRICT delivers said total amount shown in Clause 3(A) to the SELLERS or deposits said amount into escrow, and that the amount shown in Clause 3(A) herein includes, but is not limited to, full payment for such possession, use, and interest from said date.

6. DISTRICT acknowledges that on the day the easement of said PROPERTY vests in the name of the DISTRICT, the condition of the SELLERS' property, including the existence or nonexistence of improvements, will NOT be the same as the condition of the SELLERS' property on the inspection date of January 7, 2014.

7. This CONTRACT is subject to the approval of the DISTRICT Board of Directors and does not bind DISTRICT until such time as Board approval and consent has been received in writing and as required by law.

8. The provisions of this agreement shall inure to the benefit of and bind the respective successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the DISTRICT has caused this contract to be duly executed as of the ____ day of _____, 2015.

SELLERS have executed this agreement as of the 29th day of April, 2015.

RECOMMENDED FOR APPROVAL

By: Travis Cary
TRAVIS CARY
CHIEF, REAL PROPERTY

APPROVED AS TO FORM:

By: _____
OFFICE OF COUNTY COUNSEL

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
JOHN J. PRESLEIGH
DISTRICT ENGINEER

WHITE SANDS LEASING, LLC

_____
TOM VAN LOBEN SELS, MANAGER

_____

(SELLERS)

EXHIBIT 'A'
LEGAL DESCRIPTION
APN 028-154-21

SITUATE in the unincorporated area of Santa Cruz County, State of California and being a portion of the lands described in the deed to White Sands Leasing LLC, recorded August 30, 2011 as Document Number 2011-0034808, Official Records of Santa Cruz County.

Being an easement for the installation and maintenance of a sewer line, more particularly described as follows:

Beginning at the most Northerly corner of the land described in the deed to White Sands Leasing LLC recorded January 13, 2015 as Document Number 2015-0001255, Official Records of Santa Cruz County thence from said POINT OF BEGINNING, the following courses:

1. Along the Northeasterly line of said last mentioned lands, SOUTH 64° 34' 00" EAST, 78.13 feet to an angle in said line;

2. NORTH 45° 23' 36" EAST, 5.32 feet to a point;

3. NORTH 64° 34' 00" WEST, parallel to and distant 5.00 feet Northeasterly (measured at right angles) from course Number One, 79.95 feet to the Northwesterly line of said first mentioned lands of White Sands Leasing LLC, recorded as Document Number 2011-0034808;

4. Along said Northwesterly line, SOUTH 25° 26" 00" WEST, 5.00 feet to the POINT OF BEGINNING.

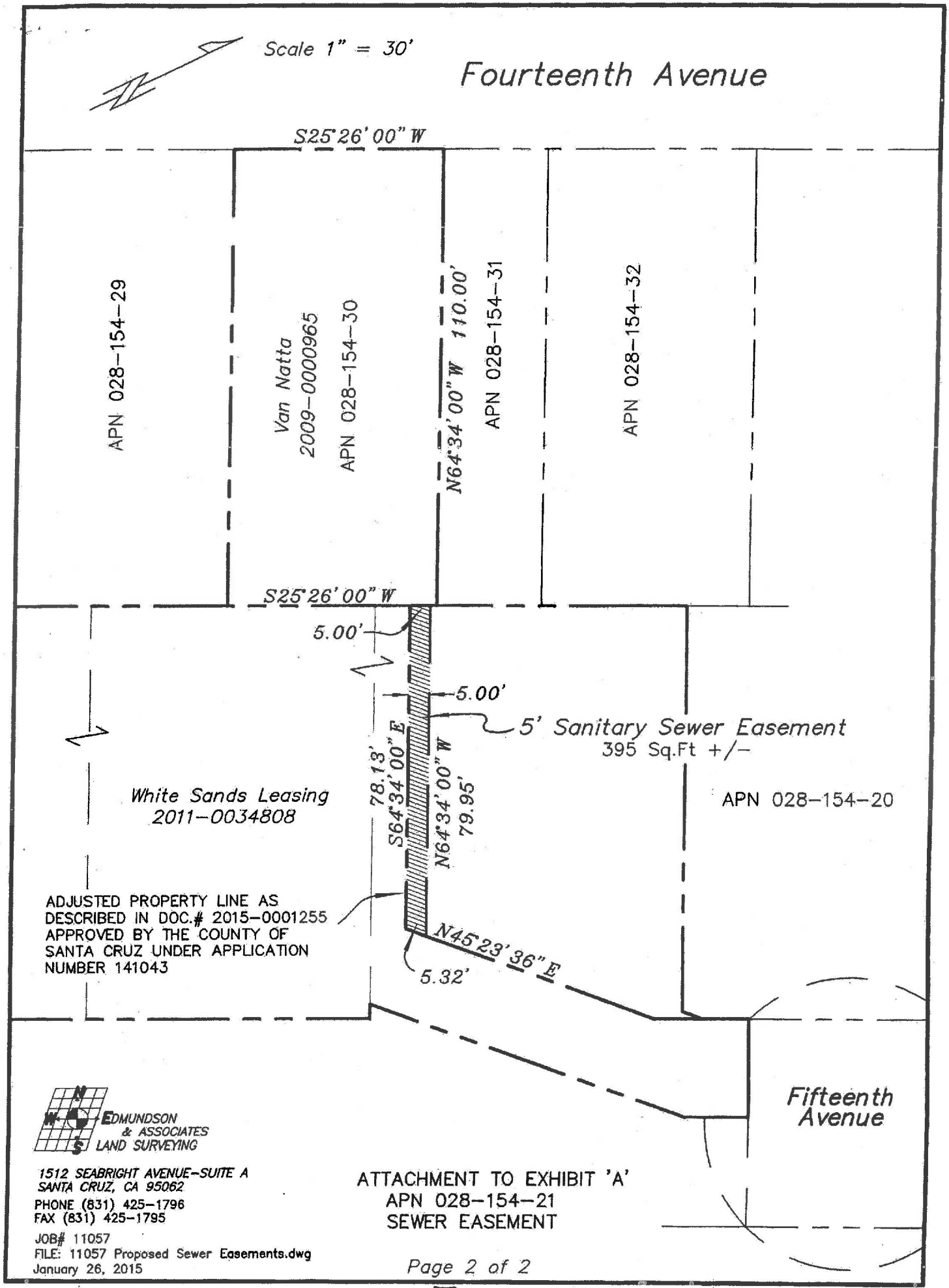
Containing 395 square feet, more or less.

Compiled from record by data by Edmundson & Assoc. Land Surveying in January of 2015. Job# 11037

END OF DESCRIPTION

Olin S. Edmundson

OLIN S. EDMUNDSON PLS 8307



EDMUNDSON & ASSOCIATES LAND SURVEYING
1512 SEABRIGHT AVENUE-SUITE A
SANTA CRUZ, CA 95062
PHONE (831) 425-1796
FAX (831) 425-1795

JOB# 11057
FILE: 11057 Proposed Sewer Easements.dwg
January 26, 2015

ATTACHMENT TO EXHIBIT 'A'
APN 028-154-21
SEWER EASEMENT

Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MAY 21, 2015

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, California, 95060

SUBJECT: PUMP REPAIR SERVICES – SHAPE INCORPORATED
CONTRACT NO. CW53160

Members of the Board:

Approximately 80% of the pumps currently operating in the district are manufactured by Xylem Water Solutions USA, Inc. (formerly ITT Flygt Corporation). Because these pumps are highly complex, maintenance on these pumps must be performed by employees that are certified by the Xylem Water Solutions, Inc.

We currently have a contract with Xylem Water Solutions for repairs of the larger Flygt pumps; however, smaller Flygt pumps can also be repaired by Shape Incorporated. The District currently uses their services because they are the only authorized representative and repair company on the west coast (other than Xylem) certified to work on Flygt pumps and motors. They provide machine shop services and are capable of diagnosing, disassembling, machining and balancing the internal parts necessary to rebuild the pumps and motors used in our pump stations.

The District is recommending that your Board approve a four-year independent contractor agreement with Shape Incorporated in the not-to-exceed amount of $50,000 per fiscal year. Sufficient funding for the work is available in the 2015/16 District budget. Work under this contract may be provided for other entities; in those cases, those entities will reimburse the District for costs incurred.

It is therefore recommended that your Board take the following actions:

1. Approve the attached independent contractor agreement with Shape Incorporated for electric pump and motor repair services in a not-to-exceed amount of $50,000 per fiscal year, effective July 1, 2015, to June 30, 2019.

2. Authorize the District Engineer to sign the contract on behalf of the District.

3. Direct the District Secretary to process the agreement and take any other related actions necessary.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

JES:dls/b1738

Contract No. CW53160

INDEPENDENT CONTRACTOR AGREEMENT
(General)

This Contract is entered into this day of , 2015, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called DISTRICT, and SHAPE INCORPORATED, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide pump repair services for the smaller Flygt pumps for the SANTA CRUZ COUNTY SANITATION DISTRICT.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, DISTRICT agrees to pay CONTRACTOR as follows: Payment not to exceed $50,000 per fiscal year in a manner described in the rate schedule entitle Attachment "A", processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this Contract shall be: the date first written above through the earlier of (a) project completion or (b) four (4) years from the date first written above.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless DISTRICT (which for the purpose of Section 5 and 6 of this document shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which DISTRICT may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the DISTRICT. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects DISTRICT and any insurance or self-insurance maintained by DISTRICT shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the DISTRICT for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and DISTRICT both initial here ____ / ____.

A. **Types of Insurance and Minimum Limits**

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and DISTRICT both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and DISTRICT ____ /____.

B. **Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The SANTA CRUZ COUNTY SANITATION DISTRICT, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the SANTA CRUZ COUNTY SANITATION DISTRICT."

(3) If any insurance policy of CONTRACTOR required by this document includes language conditioning the insurer's legal obligation to defend or indemnify DISTRICT on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the SANTA CRUZ COUNTY SANITATION DISTRICT as a named insured. Notwithstanding the foregoing, both the CONTRACTOR and its insurers agree that by naming the SANTA CRUZ COUNTY SANITATION DISTRICT as a named insured, the DISTRICT may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

(4) CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to DISTRICT or any additional insured.

(5) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: JOHN PRESLEIGH, DISTRICT ENGINEER
701 Ocean Street, Room 410
Santa Cruz, CA 95060

(6) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide DISTRICT on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: JOHN PRESLEIGH, DISTRICT ENGINEER
701 Ocean Street, Room 410
Santa Cruz, CA 95060

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the DISTRICT.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and DISTRICT have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. DISTRICT agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than DISTRICT has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, DISTRICT may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the DISTRICT supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of DISTRICT; (i) CONTRACTOR and DISTRICT believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The DISTRICT conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the DISTRICT.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the SANTA CRUZ COUNTY SANITATION DISTRICT Board of Directors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by DISTRICT, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the SANTA CRUZ COUNTY SANITATION DISTRICT Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** This Contract includes the following attachments: Attachment "A"

14. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. SHAPE INCORPORATED

By: _____
SIGNED

_____
PRINTED

Company Name: SHAPE INCORPORATED

Address: 6600 Koll Center Parkway, No. 220
Pleansanton, CA 94566-3107

Telephone: (925) 485-9720

Fax (925) 485-6085

Email: jmerritt@chapecal.com

3. SANTA CRUZ COUNTY SANITATION

_____

By: _____
SIGNED

JOHN J. PRESLEIGH, District Engineer
PRINTED

2. APPROVED AS TO INSURANCE:

_____
Risk Management

4. APPROVED AS TO FORM:

_____
District Counsel

DISTRIBUTION:

- Sanitation Engineer/Operations Manager
- Auditor-Controller (w/original)
- Fiscal
- Shape Incorporated

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SHAPE INCORPORATED

Pleasanton
6600 Koll Center Parkway Ste. 220
Pleasanton, CA 94566
Phone: (925) 485-9720
Fax: (925) 485-6085

Stockton
119 Val Dervin Parkway Ste. 2
Stockton, CA 95206
Phone: (209) 234-5909
Fax: (209) 234-5913

Labor Rates

A. Labor – In House ..... $97.00 per hour

B. Machine Shop Labor..... $100.00 per hour

C. Portal to Portal One Service Technician ..... $100.00 per hour
(Pick Up Rate)

D. Portal to Portal One Service Technician..... $125.00 per hour
(With Boom Truck)

E. Portal to Portal Two Service Technicians..... $150.00 per hour
(With Boom Truck)

F. Overnight Stay ..... $210.00 per person

ATTACHMENT "A"
MAY 2015

SANTA CRUZ COUNTY SANITATION DISTRICT
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Directors, SCCSD
DPW Fiscal
Auditor Controller

From: Santa Cruz County Sanitation District (Agency)

By: [signature] (Signature) 5/11/15 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☐ Revenue Agreement ☐

The Board of Directors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Santa Cruz County Sanitation District (Agency)
and Shape Inc., 6600 Koll Center Parkway, Ste. 200, Pleasanton, CA 94566-3107 (Name/Address)
2. The agreement will provide repair and service for pumps and motors.
3. Period of the agreement is from July 1, 2015 to June 30, 2019
4. Anticipated Cost is $ 50,000 per fiscal year ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed
Remarks: Contract: $50,000; OH: $4,250; Total: $54,250; Encumber $50,000 per fiscal year 2015/16 - 2018/2019
5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ Page CC- ____ Contract No.: CW53160 OR ☐ 1st Time Agreement

☐ Section II No Board letter required
☐ Section III Board letter required
☐ Section IV Revenue Agreement

GL 625175/62330 JL P53128/3665

6. Appropriations/Revenues are available and are budgeted in 625175!P53128!3665! (Index) 62330 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED AUD-74 OR AUD-60

Appropriations (are) / are not available and (have been) / (will be) encumbered

Contract No.: CW53160

By: [signature] Date: 5-11-2015
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Directors approve the agreement and authorize the District Engineer to execute the agreement on behalf of the Santa Cruz County Sanitation District.

Date: 5/11/15

By: [signature]
Assistant Director of Public Works - Administrative Services, SCCSD

Distribution

District Secretary - White
Sanitation - Green
Auditor-Controller - Cannary
Auditor-Controller - Pink
DPW Fiscal - Gold

State of California
County of Santa Cruz
I, Lynn Scally/_____, Secretary/Deputy Secretary of the Board of Directors of the Santa Cruz County Sanitation District, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Directors as recommended by the District Engineer by an order duly entered in the minutes of said Board on _____, 20____.

ADM-29 SCCSD (9/03)
Title I, Section 300 Proc Man

_____
by: Deputy/Secretary

AUDITOR-CONTROLLER USE ONLY

CO	$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	$		/		
Auditor Description	Amount	Index		Sub object	User Code

California
Water
Environment
Association
7677 Oakport Street, Suite 600
Oakland, CA 94621-1935

March 18, 2015

Michael Reilly
County of Santa Cruz Sanitation Division
2750 Lode Street
Santa Cruz CA 95062

Dear Michael Reilly:

Congratulations! You have been selected as CWEA's 2014 recipient of the **Golden Manhole Society** Award. Preparations are underway to honor you at CWEA's Annual Conference being held at the Town & Country Resort in San Diego, April 28-May 1, 2015. We will be honoring your accomplishment at the following CWEA Annual Conference events:

Collection System Committee Breakfast Meeting
Thursday, April 30, 7:00 - 8:30AM
You will be awarded a Golden Manole Society Pin

CWEA Awards Luncheon
Friday, May 1, Noon - 1:30 PM
Your win will be announced to the audience!

Please verify rooms and times on the AC15 onsite guide.

In addition your award will be celebrated at the ***Annual Conference Awards Pavilion*** where photos of winners will be displayed. To be included, please email a photo of yourself, your team, and or project to Sheena Bell sbell@cwea.org by April 1.

Congratulations again! I hope to see you in San Diego. You can register for the Annual Conference at myAC15.com.

Sincerely,

Alec Mackie
CWEA Membership & External Relations Committee Chair

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