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

MATT MACHADO, DISTRICT ENGINEER

A G E N D A

Santa Cruz County Sanitation District
Seven Hundred Sixty-eighth Regular Meeting

Thursday, May 2, 2019
4:45 P.M.

D.A. Porath Sanitation Facility
2750 Lode Street

Page #

1. **ROLL CALL**

2. **APPROVAL OF MINUTES OF APRIL 4, 2019** ..... 2-1 thru 2-2

3. **ORAL COMMUNICATIONS**

4. **SANITATION FISCAL REPORT**: Consider ratification of paid invoices.

    a. Letter of the District Engineer 4-1
    b. Month of March, FY 2018-2019..... 4-2 thru 4-5

5. **EMERGENCY SOQUEL PUMP STATION CONCRETE REPAIRS R2-6473:** Consider ratification of an emergency contract with Anderson Pacific Engineering Construction, Inc., for emergency work on the subject item.

    a. Letter of the District Engineer 5-1
    b. Independent Contractor Agreement..... 5-2 thru 5-7
    c. Proposal/Scope of Work 5-8

6. **RENEWAL OF ON-CALL ENVIRONMENTAL CONSULTING SERVICE CONTRACTS:** Consider approving an additional one-year term with three consultants for on-call environmental engineering services through May 4, 2020.

    a. Letter of the District Engineer ..... 6-1 thru 6-2

7. **PROPOSED ORDINANCE NO. 140, AMENDING DISTRICT CODE, TITLE 5, ARTICLE III, SECTION 5.04.180 THROUGH 5.04.220, SEWER SERVICE CHARGES (2019/2020):** Hold a public hearing, and consider adoption, in concept, of the subject ordinance.

a. Letter of the District Engineer ..... 7-1 thru 7-2
b. Public Hearing Notice ..... 7-3 thru 7-6
c. Proposed Ordinance No. 140, Amending District Code, Title 5, Article III, Section 5.04.180 Through 5.04.220, Sewer Service Charges
   i. Showing Revisions ..... 7-7 thru 7-9
   ii. Final Version ..... 7-10 thru 7-12
d. Correspondence Received in Protest of Sewer Service Charge Increases 7-13
   i. Doug Kaplan 7-14
   ii. Josh Trowbridge ..... 7-15 thru 7-19
   iii. C.N. and Lenore Spalaris ..... 7-20 thru 7-22
e. Letter of Hornberger Engineering 7-23
f. Santa Cruz County Sanitation District 2019/2020 Revenue Study ..... 7-24 thru 7-33
g. Notice of Public Hearing for Written Reports on the 2019/2020 tax roll 7-34
h. PUBLIC HEARING

PROCEDURE FOR ADOPTING ORDINANCE NO. 140 IN CONCEPT
1. Chairperson asks secretary to read title; **2. Secretary reads title;** **3. Director moves detailed reading be waived;** **4. Chairperson opens public hearing;** **5. Chairperson closes public hearing;** **6. Director moves adoption of ordinance in concept and placement on next available agenda for final adoption.**

8. **CONTRACT AGREEMENT WITH HARRIS & ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE CAPITOLA/JEWEL BOX SEWER REPLACEMENT PROJECT:** Consider approving an independent contractor agreement with Harris & Associates, Inc., for construction management and inspection services for the subject project.

a. Letter of the District Engineer 8-1
b. Independent Contractor Agreement ..... 8-2 thru 8-8
c. Proposal/Scope of Work ..... 8-9 thru 8-17

9. **CONTRACT REASSIGNMENTS FROM QUINCY ENGINEERING, INC. TO MURRAYSMITH, INC.:** Consider approving independent contractor agreement amendments and purchase orders for various projects and assigning them to Murraysmith, Inc.

    a. Letter of the District Engineer 9-1
    b. Independent Contractor Agreement Amendments
        i. Secondary Force Main Feasibility Study (18D0204) 9-2
        ii. Arana Pump Station Reconstruction (18D0269) 9-3
        iii. Schwan Pump Station Generator Building Project (18D0272)..... 9-4
        iv. East Cliff Transmission Main Relocation at Murray Street Bridge (19D0324)..... 9-5
    c. Consent to Assignment of Contract ..... 9-6 thru 9-7

10. **APTOS ESPLANADE PUMP STATION VALVE REPLACEMENTS:** Consider approving the purchase of knife gate valves from Southwest Valve, LLC for the subject project.

    a. Letter of the District Engineer 10-1
    b. Transfer of Funds Form (AUD74)..... 10-2
    c. Proposal/Scope of Work ..... 10-3 thru 10-4
    d. Action Plan.....DISPLAY

11. **SEWER OVERFLOW REPORT:** Review sewage overflow reports transmitted to the California Regional Water Quality Control Board, Central Coast Region.

    a. Manhole CE 111 Located on Capitola Avenue 11-1
    b. 681 35th Avenue..... 11-2

12. **ADJOURNMENT TO MAY 16, 2019**

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/TTY- CALL 711) 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

April 4, 2019
4:45 P.M.

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

The seven hundred sixty-seventh 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 Bertrand.

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

APPROVAL OF MINUTES OF MARCH 21, 2019 -approved

Upon motion of Director Friend, duly seconded by Chairperson Bertrand, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the minutes of March 21, 2019, be and are hereby approved.

ORAL COMMUNICATIONS -none

SANITATION FISCAL REPORT -ratified

The Sanitation Engineer, Ashleigh Trujillo, explains the subject item and recommends the Board ratify the invoices.

Upon motion of Director Friend, duly seconded by Chairperson Bertrand, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the list of paid invoices for ratification for the month of February, fiscal year 2018/2019, in the amount of $585,487.53, be and is hereby ratified.

RENEWAL OF GEOTECHNICAL ENGINEERS ON-CALL CONSULTING SERVICES - approved

Ms. Trujillo explains the subject item and recommends that the Board approve an additional one-year term with four consultants for on-call geotechnical services through April 6, 2020.

Upon motion of Director Friend, duly seconded by Chairperson Bertrand, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that Pacific Crest Engineers, Inc., of Watsonville; CMAG Engineering, Inc., of Watsonville; Cal Engineering & Geology, Inc. (CE&G), of San Jose; and Wreco, Inc., of Walnut Creek, be and are hereby approved for on-call geotechnical consulting services through April 6, 2020. Further, the District Engineer is authorized to issue purchase orders, as needed, with the on-call consultants.

SELECTION OF CONSTRUCTION MANAGEMENT FIRMS FOR ON-CALL SERVICES -approved

Ms. Trujillo explains the subject item and recommends that the Board approve four on-call consultants for construction management services through April 4, 2022.

Upon motion of Director Friend, duly seconded by Chairperson Bertrand, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that Harris & Associates of Salinas, CA; MNS Engineers, Inc., of San Jose, CA; Quincy Engineering of Rancho Cordova, CA; and WSP of San Jose, CA, be and are hereby approved for on-call construction management services through April 4, 2022. Further, the District Engineer is authorized to issue purchase orders, as needed, with the on-call consultants.

CLIMATE ACTION STRATEGY – CONSIDERATION OF RESOLUTION ADOPTING CLIMATE ACTION STRATEGY -Res. #19-03 adopted

Ms. Trujillo explains the subject item and recommends that the Board adopt Resolution No. 19-03, Resolution Adopting Climate Action Strategy.

Upon motion of Director Friend, duly seconded by Chairperson Bertrand, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that Resolution No. 19-03, Resolution Adopting Climate Action Strategy, is hereby adopted.

ADJOURNMENT

There being no further business to come before the Board, Chairperson Bertrand hereby adjourns this meeting of the Board to the next scheduled meeting, to be held Thursday, April 18, 2019, 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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: SANTA CRUZ COUNTY SANITATION DISTRICT VOUCHER REPORT FOR MONTH OF MARCH, FISCAL YEAR 2018/2019

Members of the Board:

The attached District Voucher Report for the month of March, Fiscal Year 2018/2019 are consistent with the District's approved budget and are now before your Board for ratification.

Yours truly,

MATT MACHADO
District Engineer

TLP:B2017.docx

Santa Cruz County Sanitation District Voucher Report - **Month of March**

FY 2018-2019

Posted	Document	Doc Ref	GLKEY	GL OBJ	Vendor Name	Description	Amount
3/4/2019	SCCSD 022119 ZF		625175	62330	FRIEND, ZACH	SCCSD MTNG 02/21/19	100.00
3/4/2019	1758	19D0203	625175	62330	FLEMING, JOSEPHINE	GREEN BUSINESS PROG AUG.2018	4260.00
3/4/2019	1765	19D0203	625175	62330	FLEMING, JOSEPHINE	SEPT2018 GREEN BUSINESS PROG	3856.67
3/4/2019	1783	19D0203	625175	62330	FLEMING, JOSEPHINE	OCT.2018 GREEN BUSINESS PROG	2893.97
3/4/2019	1787	19D0203	625175	62330	FLEMING, JOSEPHINE	GREEN BUSINESS CONSULTING	3559.42
3/4/2019	1798	19D0203	625175	62330	FLEMING, JOSEPHINE	GREEN BUSINESS PROG DEC.2018	2368.70
3/4/2019	1808	19D0203	625175	62330	FLEMING, JOSEPHINE	GREEN BUSINESS PROG JAN.2019	2503.70
3/4/2019	6387611	19B55900	625175	62330	FERGUSON ENTERPRISES INC	CUST#610969 SANITATION PVC	54.44
3/4/2019	767321	19B37462	625175	62330	USA BLUE BOOK	#240984 - PARTS - SANITATION	359.75
3/4/2019	768219	19B37462	625175	62330	USA BLUE BOOK	#240984 - PARTS - SANITATION	602.89
3/4/2019	2819G	19B71893	625175	62330	SMITH, MICHAEL K	BACKFLOW DEVICE MAINT. - SANIT	209.00
3/4/2019	125283	19B58877	625175	62330	SHAPE INC	#400C796 - PUMP MAINT. - SANIT	135.63
3/4/2019	6-462-43256		625175	62330	FEDERAL EXPRESS CORPORATION	ACCT 6580-3661-0	44.28
3/4/2019	55-0434698	19B8657	625175	62330	SAN LORENZO LUMBER AND HOME CENTERS	#413614 - SUPPLIES - SANITATIO	61.49
3/4/2019	815470	19B37462	625175	62330	USA BLUE BOOK	#240984 - PARTS - SANITATION	787.09
3/4/2019	4552	19B01468	625175	62330	GRIGGS, BRIAN THOMAS	ODORCONTROL MICROBE BOULDERCRI	137.62
3/4/2019	4552	19B01468	625175	62330	GRIGGS, BRIAN THOMAS	ODORCONTROL MICROBE BOULDERCRI	1000.00
3/4/2019	6083066419 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	6083066419-3 02/15/19 CASTILLO	121.47
3/4/2019	8051890346 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	8051890346-5 02/15/19 ZANZIBAR	37.96
3/4/2019	015888-000 0219		625175	62330	SOQUEL CREEK WATER DISTRICT	015888-000 1/17-2/19/19 BAY	381.76
3/4/2019	015974-000 0219		625175	62330	SOQUEL CREEK WATER DISTRICT	015974-000 1/17-2/19/19	38.82
3/4/2019	1336193458 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	1336193458-4 02/19/19 BAY AVE	8027.72
3/4/2019	3322500780 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	3322500780-7 02/19/19 ZANZIBAR	82.06
3/4/2019	7111650589 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	7111650589-3 02/20/19 FOREST	156.50
3/4/2019	7548861576 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	7548861576-8 02/20/19 SEACLIFF	1323.12
3/4/2019	04602073011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	046-02073-01 1/9-2/7/19 CARL	10.18
3/4/2019	791293		625175	62330	USA BLUE BOOK	CUST#240984 - PARTS-SANITATION	109.19
3/4/2019	791293	19B37462	625175	62330	USA BLUE BOOK	CUST#240984 - PARTS-SANITATION	109.19
3/4/2019	8120245	19B56950	625175	62330	SOIL CONTROL LAB INC	#699 - TESTING SVC. - SANITATI	50.00
3/4/2019	9010192	19B56950	625175	62330	SOIL CONTROL LAB INC	#699 - TESTING SVC. - SANITATI	132.00
3/4/2019	9010484	19B56950	625175	62330	SOIL CONTROL LAB INC	#699 - TESTING SVC. - SANITATI	88.00
3/5/2019	8052889090	19B69281	625175	62330	STAPLES CONTRACT AND COMMERCIAL INC.	#LA 70030423 - SUPPLIES - SANI	564.92
3/5/2019	8053270921	19B69281	625175	62330	STAPLES CONTRACT AND COMMERCIAL INC.	#LA 70030423 - SUPPLIES - SANI	134.47
3/5/2019	903871234	19D1709	625175	62330	EVOQUA WATER TECHNOLOGIES LLC	CARBON CHANGE OUT 12/3/18	10290.00
3/5/2019	903884593	19D1709	625175	62330	EVOQUA WATER TECHNOLOGIES LLC	CUST#1036292 BIOXIDE 1/31/19	10893.83
3/5/2019	7595488348 0219		625175	62330	PACIFIC GAS AND ELECTRIC CO	7595488348-6 02/04/19 SANIT	23481.08
3/5/2019	0000244198	19B10601	625175	62330	BLUEPRINT EXPRESS OF SANTA CRUZ	CUST#0000000857 B\W 8.5X11	392.64
3/5/2019	035717		625175	62330	CITY OF SANTA CRUZ	2ND QUARTER FY2019 ACCT000031	1497209.97
3/5/2019	0000244198		625195	86110	BLUEPRINT EXPRESS OF SANTA CRUZ	CUST#0000000857 B\W 8.5X11	392.64
3/7/2019	412859	19B2216	625175	62330	THE HOSE SHOP	ACCT#17220 - PARTS/SUPPLIES -	171.33
3/7/2019	MID-174553	19B5588	625175	62330	MID COUNTY AUTO SUPPLY	#5650 - SALES TAX S/B 8.5	21.01
3/7/2019	4890	19B00770	625175	62330	PERALTA, ANTONIO	MACHINE WORK BRONZE IMPELLER	435.00
3/7/2019	0042701-IN	19B62081	625175	62330	WECO INDUSTRIES LLC	CUST# SANTAC ZZZ-6962-2	702.94
3/7/2019	761318	19B37462	625175	62330	USA BLUE BOOK	#240984 - PARTS - SANITATION	387.71
3/7/2019	0042700-IN	19B62081	625175	62330	WECO INDUSTRIES LLC	CUST# SANTAC ZZZ-7080/A	1455.51
3/7/2019	S1818860.003		625175	62330	R&B COMPANY	CUST#11676 PVC SEWER CPLG	166.46
3/7/2019	414027	19B2216	625175	62330	THE HOSE SHOP	ACCT#17220 - PARTS/SUPPLIES -	267.64
3/7/2019	414028	19B2216	625175	62330	THE HOSE SHOP	ACCT#17220 - PARTS/SUPPLIES -	444.43
3/7/2019	COMM4361	19B77896	625175	62330	R & S ERECTION OF MONTEREY BAY INC	JOB#325603 ROLL UP DOOR	332.00
3/7/2019	9010659968	19B34360	625175	62330	ALLIED ELECTRONICS INC	#10039307 - PARTS / SUPPLIES -	700.54

Prepared by: EN

Santa Cruz County Sanitation District Voucher Report - **Month of March**

FY 2018-2019

Posted	Document	Doc Ref	GLKEY	GL OBJ	Vendor Name	Description	Amount
3/7/2019	7719-641574	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	#HE-78860 - SCREWDRIVER	45.10
3/7/2019	30170665	19B00769	625175	62330	TALLEY INC	ACCT#141927 TELTWPC-4508-2	3839.21
3/7/2019	7719-641562	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	ACCT#HE-78860 - MANUAL STARTER	1544.40
3/7/2019	7719-641965	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	#HE-78860 - 1G METAL WP SW SCH	19.42
3/7/2019	MID-174553		625175	62330	MID COUNTY AUTO SUPPLY	#5650 - SALES TAX S/B 8.5	21.01
3/7/2019	2019-8012	19B75077	625175	62330	IER ENVIRONMENTAL SERVICES INC	MAINTENANCE - SANITATION	5367.43
3/7/2019	8084986750	19B9243	625175	62330	VWR INTERNATIONAL INC	CUST#80035114 HACH COLITAG	157.33
3/7/2019	808074		625175	62330	USA BLUE BOOK	CUST#240984 - PARTS-SANITATION	697.13
3/7/2019	S1818860.003	19B77300	625175	62330	R&B COMPANY	CUST#11676 PVC SEWER CPLG	166.46
3/7/2019	414028		625175	62330	THE HOSE SHOP	ACCT#17220 - PARTS/SUPPLIES -	444.43
3/7/2019	CASAT51683	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 -SALES TAX S/B 8.5	54.61
3/7/2019	CASAT51684	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 -SALES TAX S/B 8.5	439.42
3/7/2019	808074	19B37462	625175	62330	USA BLUE BOOK	CUST#240984 - PARTS-SANITATION	697.13
3/7/2019	1151837	19B77503	625175	62330	QUALITY WATER ENTERPRISES	ACCT#375530 - TANKS - SANITATI	68.25
3/7/2019	9010648	19B56950	625175	62330	SOIL CONTROL LAB INC	#699 - TESTING SVC. - SANITATI	50.00
3/7/2019	9020162	19B56950	625175	62330	SOIL CONTROL LAB INC	#699 - TESTING SVC. - SANITATI	50.00
3/11/2019	6294431		136409	86110	BAY AREA NEWS GROUP	ACCT 3468309 NOTICE TO CONTRAC	486.40
3/11/2019	048249-000 0219		625175	62330	SOQUEL CREEK WATER DISTRICT	048249-000 1/22-2/21/19	18.97
3/11/2019	08306801001 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	083-06801-001 1/15-2/13/19	11.97
3/11/2019	816555	19B37462	625175	62330	USA BLUE BOOK	CUST240984 REFLECTSAFETYJACKET	93.61
3/12/2019	258345	19B72719	625175	62330	D & G SANITATION LLC	ACCT#14224 JOBSITE30445FEB2019	60.00
3/12/2019	S4583226.001	19B16325	625175	62330	EDGES ELECTRICAL GROUP LLC	CUST#46590 BATTERIES SLA1075	148.70
3/14/2019	0174623	CW337841	136409	86110	CAROLLO ENGINEERS INC	11/1/18-1/31/19 PROJ 08070C.00	12807.48
3/14/2019	SCCSD 030719 JB		625175	62330	BERTRAND, JACQUES JEAN	SCCSD MTNG 03/07/19	100.00
3/14/2019	SCCSD 030719 JL		625175	62330	LEOPOLD, JOHN LANDIS	SCCSD MTNG 03/07/19	100.00
3/14/2019	SCCSD 030719 ZF		625175	62330	FRIEND, ZACH	SCCSD MTNG 03/07/19	100.00
3/14/2019	1824	19D0203	625175	62330	FLEMING, JOSEPHINE	GREEN BUSINESS CONSULTING	2550.00
3/14/2019	2011HD-0319	19B66089	625175	62330	HOME DEPOT	#2011 - SUPPLIES - SANITATION	4.82
3/14/2019	2011HD-0319	19B66089	625175	62330	HOME DEPOT	2011_SUPPLIES_SANITATION	552.43
3/14/2019	2011HD-0319	19B66089	625175	62330	HOME DEPOT	2011_SUPPLIES_SANITATION	486.83
3/14/2019	012343	19B69028	625175	62330	ALEXANDER ELECTRIC INC	GE OIL COVER JOINTS SANITATION	111.66
3/14/2019	S4592951.001	19B16325	625175	62330	EDGES ELECTRICAL GROUP LLC	CUST#46590	296.49
3/14/2019	2011HD-0319	19B66089	625175	62330	HOME DEPOT	2011_SUPPLIES_SANITATION	49.44
3/14/2019	65249330	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 FULL BODY CHEST	273.66
3/14/2019	65249330	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 FULL BODY CHEST	3.19
3/14/2019	CASAT51829	19B77135	625175	62330	FASTENAL COMPANY	CUST#CASAT0563 SCC SANITATION	63.90
3/14/2019	8053425989		625175	62330	STAPLES CONTRACT AND COMMERCIAL INC.	RECLASS 8053425989	15.70
3/14/2019	1367	19B00623	625175	62330	CAUSEY, PAUL H	SSMP TRAINING FEB.26,2019	4993.88
3/14/2019	12723	19B00858	625175	62330	FASTLANE TEK INC	LUCITY CONSULTING 1/8-3/1/19	5499.50
3/14/2019	334047	18P03249	625175	62330	E & M ELECTRIC & MACHINERY	SYSTEM INTEGRATION	215.00
3/14/2019	11348943	19B48407	625175	62330	HACH COMPANY	ACCT#156431 SENSOR CAP REPLACE	159.66
3/14/2019	11357955	19B48407	625175	62330	HACH COMPANY	ACCT#156431 FLUORIDE PWD & SOL	316.46
3/14/2019	740105	CW437541	625195	86110	MOFFATT AND NICHOL	1/27/19-2/23/19 SOQUEL/HIDDENB	45.65
3/14/2019	740105		625195	86110	MOFFATT AND NICHOL	1/27/19-2/23/19 SOQUEL/HIDDENB	45.65
3/18/2019	8052554162	19B69281	625175	62330	STAPLES CONTRACT AND COMMERCIAL INC.	#LA 70030423 - SUPPLIES - SANI	80.58
3/18/2019	8053429013	19B69281	625175	62330	STAPLES CONTRACT AND COMMERCIAL INC.	#LA 70030423 - SUPPLIES - SANI	61.18
3/18/2019	903901272	19D1709	625175	62330	EVOQUA WATER TECHNOLOGIES LLC	CUST#1036292 BIOXIDE CAP&RODEO	10871.05
3/18/2019	07300303011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	073-00303-011 1/12-2/12/19	11.66
3/18/2019	07600483001 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	076-00483-001 1/12-2/12/19	11.66
3/18/2019	07701242011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	077-01242-011 1/12-2/12/19	11.66
3/18/2019	07901370011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	079-01370-011 1/15-2/13/19	12.96

Santa Cruz County Sanitation District Voucher Report - **Month of March**

FY 2018-2019

Posted	Document	Doc Ref	GLKEY	GL OBJ	Vendor Name	Description	Amount
3/18/2019	08300305011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	083-00305-011 1/15-2/13/19	94.14
3/18/2019	08300310011 0219		625175	62330	SANTA CRUZ MUNICIPAL UTILITIES	083-00310-011 1/15-2/13/19	31.54
3/18/2019	005651-000 0219		625175	62330	SOQUEL CREEK WATER DISTRICT	005651-000 1/28-2/28/19	279.68
3/18/2019	7595488348 0319		625175	62330	PACIFIC GAS AND ELECTRIC CO	7595488348-6 03/06/19 SANIT	51650.00
3/18/2019	65402950	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 NEOPRENE SLID IN	256.11
3/18/2019	65402950	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 NEOPRENE SLID IN	2.99
3/18/2019	334186	19P04423	625175	62330	E & M ELECTRIC & MACHINERY	APC SMART-UPS	4634.04
3/18/2019	334186	19P04423	625175	62330	E & M ELECTRIC & MACHINERY	APC SMART-UPS	130.42
3/18/2019	508	19B78159	625175	62330	HORNBERGER ENGINEERING	2019/20 REV ST JAN - FEB 2019	9712.50
3/18/2019	JFXUTAX031819	18P03535	625175	86204	ECS IMAGING INC	CORR UTAX INV#13842	44.97
3/19/2019	INV4683580	19B71249	625175	62330	ORR SAFETY CORPORATION	CUST#4016763 -SENSOR, O2	234.84
3/19/2019	7719-642206	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	ACCT#HE-78860 METAL SILICONE S	84.99
3/19/2019	005248-000 0219		625175	62330	SOQUEL CREEK WATER DISTRICT	005248-000 1/28-2/28/19	284.57
3/19/2019	8404046694	19B55838	625175	62330	CINTAS CORPORATION NO 2	ACCT#10495468 1ST AID SUPPLIES	118.01
3/19/2019	INVO-161680	19B61535	625175	62330	HEAVY EQUIPMENT PARTS INC	CUST CS-100085 AAA BATTERIES	44.79
3/19/2019	149362	CW438371	625195	86110	THE COVELLO GROUP INC	SOQUEL PUMP 12/28/18-1/31/19	360.00
3/21/2019	23941-0	18D0272	136409	86110	QUINCY ENGINEERING INC	SCHWAN LAKE 1/19	5119.88
3/21/2019	302737	19B00293	625175	62330	SENTINEL PRINTERS	PRINTING SVCS OF BULK MAILERS	7435.00
3/21/2019	154054253	19B51955	625175	62330	KONECRANES INC.	CUST#1535346 JAN'19 ANNUALINSP	2736.25
3/21/2019	125398	19P04080	625175	62330	SHAPE INC	FLYGT 3231 PUMP REPLACEMENT	104993.28
3/21/2019	1379061-IN		625175	62330	SC FUELS	ACCT#03-0010370 DYED DIESEL	7893.95
3/21/2019	31019A	19B71893	625175	62330	SMITH, MICHAEL K	3/8/19-3/10/19 ANNUAL BACKFLOW	488.00
3/21/2019	MID-209430	19B5588	625175	62330	MID COUNTY AUTO SUPPLY	#5650 - PARTS/SUPPLIES - SANIT	57.07
3/21/2019	55-0438799		625175	62330	SAN LORENZO LUMBER AND HOME CENTERS	CUST#413614 - SUPPLIES - SANIT	689.45
3/21/2019	OTC104	19B77896	625175	62330	R & S ERECTION OF MONTEREY BAY INC	# - GATE MAINT. - SANITATION	577.20
3/21/2019	180280	19B52510	625175	62330	NICHOLSON PETROLEUM MAINTENANCE	FEB.2019 VISUAL INSPECTION	80.00
3/21/2019	7719-642181	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	#HE-78860 WASTEWATER POST BASE	127.72
3/21/2019	55-0438799	19B8657	625175	62330	SAN LORENZO LUMBER AND HOME CENTERS	CUST#413614 - SUPPLIES - SANIT	689.45
3/21/2019	55-0438864		625175	62330	SAN LORENZO LUMBER AND HOME CENTERS	RCLS CUST#413614 - SUPPLIES -	158.12
3/21/2019	C53925580	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 PIPE WRENCH HMR	1059.25
3/21/2019	C53925580	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 PIPE WRENCH HMR	12.35
3/21/2019	C63635790	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 BODY CHEST WADER	1076.41
3/21/2019	C63635790	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 BODY CHEST WADER	12.55
3/21/2019	201846.00-6	19D0311	625195	86110	MWA ARCHITECTS INC	DA PORATH FACILITY 1/1-1/31/19	17180.00
3/25/2019	SCCSD 032119 JB		625175	62330	BERTRAND, JACQUES JEAN	SCCSD MTNG 03/21/19	100.00
3/25/2019	SCCSD 032119 JL		625175	62330	LEOPOLD, JOHN LANDIS	SCCSD MTNG 03/21/19	100.00
3/25/2019	SCCSD 032119 ZF		625175	62330	FRIEND, ZACH	SCCSD MTNG 03/22/19	100.00
3/25/2019	003882-000 0319		625175	62330	SOQUEL CREEK WATER DISTRICT	003882-000 2/7-3/12/19	38.23
3/25/2019	013801-000 0319		625175	62330	SOQUEL CREEK WATER DISTRICT	013801-000 2/7-3/12/19	366.13
3/25/2019	115309	CW237072	625195	86110	GHD INC	SOQUEL CRK 1/22/19-2/16/19	5971.50
3/25/2019	6-491-40182		625195	86110	FEDERAL EXPRESS CORPORATION	ACCT 6580-3661-0	11.56
3/26/2019	153636	19B72840	625175	62330	SECURITY SHORING & STEEL PLATES INC	SHORING SUPPLIES - SANITATION	16.00
3/26/2019	2712256262 0319		625175	62330	PACIFIC GAS AND ELECTRIC CO	2712256262-5 03/12/19 BUENA VI	13.39
3/28/2019	23939-0	18D0269	136409	86110	QUINCY ENGINEERING INC	ARANA PUMP STATION 1/19	6271.25
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	LATE PAYMENT CHARGE	2.00
3/28/2019	CA19-595937	19B8551	625175	62330	MOTION INDUSTRIES INC	ACCT#77131301 RADIAL BEARINGS	477.46
3/28/2019	19-868766	19B73162	625175	62330	FLYERS ENERGY LLC	#31300 - PROPANE - SANITATION	83.36
3/28/2019	CA19-596039	19B8551	625175	62330	MOTION INDUSTRIES INC	ACCT#77131301 OIL SEALS	39.90
3/28/2019	10780	19D3804	625175	62330	COMMUNITY TREE SERVICE INC	3313 MAPLETHORPE LN	2110.00
3/28/2019	6564034	19B55900	625175	62330	FERGUSON ENTERPRISES INC	#610969 - WATERWORKS ITEMS - S	180.25
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	RAMON SANDOVAL BATTERY	90.26

Santa Cruz County Sanitation District Voucher Report - **Month of March**

FY 2018-2019

Posted	Document	Doc Ref	GLKEY	GL OBJ	Vendor Name	Description	Amount
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	RAMON SANDOVAL FILTERS	47.25
3/28/2019	8017STMSAN022219		625175	62330	STATE BOARD OF EQUALIZATION	RAMON SANDOVAL FILTERS	4.02
3/28/2019	S4558382.002		625175	62330	EDGES ELECTRICAL GROUP LLC	DPW SERVICES-GENERAL MONEY	554.35
3/28/2019	079774	19B65410	625175	62330	CALIFORNIA JANITORIAL SUPPLY CORP	#0001004 - CEANING SUPPLIES -	530.24
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	JOHN SEIFERT BATTERIES LITHIUM	408.52
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	JOHN SEIFERT SUPPLIES	818.33
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	JOHN SEIFERT SUPPLIES	49.94
3/28/2019	8017STMSAN022219		625175	62330	STATE BOARD OF EQUALIZATION	JOHN SEIFERT SUPPLIES	3.40
3/28/2019	8017STMSAN022219		625175	62330	STATE BOARD OF EQUALIZATION	JOHN SEIFERT SUPPLIES	3.39
3/28/2019	7719-641939	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	ACCT#HE-78860 - PARTS/SUPPLIES	65.78
3/28/2019	7719-642153	19B15829	625175	62330	CONSOLIDATED ELECTRICAL DIST	ACCT#HE-78860 WASTEWATER	87.03
3/28/2019	S4558382.002	19B16325	625175	62330	EDGES ELECTRICAL GROUP LLC	CUST#1764/1948 - EQUIPMENT/SUP	554.35
3/28/2019	3135157-00	19B55093	625175	62330	BUCKLES-SMITH ELECTRIC	CUST#149852 PARTS/SUPPLIES -	5692.64
3/28/2019	9010766957	19B34360	625175	62330	ALLIED ELECTRONICS INC	#10039307 - PARTS / SUPPLIES -	232.67
3/28/2019	9010766957	19B34360	625175	62330	ALLIED ELECTRONICS INC	#10039307 - PARTS/SUPPLIES -SA	948.33
3/28/2019	PC080169097	19B8836	625175	62330	PETERSON POWER SYSTEMS INC	CUST#5696700 BATTERY	472.18
3/28/2019	497582	19B2262	625175	62330	SANTA CRUZ ELECTRONICS INC	CUST#4771 CRIMPER WIRE REDLINE	62.82
3/28/2019	CASAT51447	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	77.25
3/28/2019	CASAT51498	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - PARTS/SUPPLIES -	33.40
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	SEAN MATHIS TEMP NO PARKING XI	170.89
3/28/2019	8017STMSAN022219		625175	62330	U S BANK CORPORATE PAYMENT SYSTEMS - DPW SANI 8017	SCOTT ST DENIS SUPPLIES FOR TO	33.99
3/28/2019	8017STMSAN022219		625175	62330	STATE BOARD OF EQUALIZATION	SCOTT ST DENIS SUPPLIES FOR TO	2.89
3/28/2019	CASAT51703	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	320.88
3/28/2019	C65911050	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 - TOOLS/SUPPLIES	264.05
3/28/2019	C65911050	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 - TOOLS/SUPPLIES	3.08
3/28/2019	CASAT51785	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	160.47
3/28/2019	CASAT51786	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	52.86
3/28/2019	67051100	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 SUPPLIES SANITAT	418.52
3/28/2019	67051100	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 SUPPLIES SANITAT	4.88
3/28/2019	67051110	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	CUST#05158338 TOOLS/SUPPLIES	355.14
3/28/2019	67051110	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	CUST#05158338 TOOLS/SUPPLIES	4.14
3/28/2019	CASAT51827	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	137.79
3/28/2019	CASAT51867	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - SALES TAX S/B 8.5	80.24
3/28/2019	68682650	19B65670	625175	62330	MSC INDUSTRIAL SUPPLY CO INC	#05158338 - TOOLS/SUPPLIES - S	381.27
3/28/2019	68682650	19B65670	625175	62330	STATE BOARD OF EQUALIZATION	#05158338 - TOOLS/SUPPLIES - S	4.44
3/28/2019	CASAT51908	19B77135	625175	62330	FASTENAL COMPANY	#CASAT0563 - PARTS/SUPPLIES -	256.07
3/28/2019	11368121	19B48407	625175	62330	HACH COMPANY	#156431 - REAGENTS - SANITATIO	463.32
							$ 1,884,461.49

MATT MACHADO
Deputy CAO Director of Public Works

Kent Edler
Asst. Public Works Director

4-5

Prepared by: EN

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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: EMERGENCY SOQUEL PUMP STATION CONCRETE REPAIRS
R2-6473

Members of the Board:

As reported previously to your Board on March 21, 2019, during routine sewer maintenance, Sanitation Operations had a sewer camera lodged in the sewer main on Porter Street in Soquel.

Because the nature of the situation posed an imminent threat to the health and safety of the public, staff contacted Anderson Pacific Engineering Construction Incorporated (Anderson Pacific) of Santa Clara, California on an emergency contract basis to retrieve the sewer camera and make the necessary sewer main repairs. The paving of the road was completed on March 19, 2019 and the final cost is $26,200.09. Sufficient funding is available in the approved 2018/19 budget (GL136409-86110/P53812 - Minor Projects).

It is therefore recommended for your Board to take the following actions:

1. Find that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency; and

2. Ratify the emergency force account repair contract for Anderson Pacific in a not-to-exceed amount of $26,200.09.

Yours truly,

MATT MACHADO
District Engineer

BB/tlp:B2007.docx
Attachments

Contract No. 19D0351

INDEPENDENT CONTRACTOR AGREEMENT (STANDARD)

This Contract, which is effective on the date it is fully executed, is between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called DISTRICT, and Anderson Pacific, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: emergency work to retrieve a sewer camera and repair the gravity sewer main on Porter Street reference R2-6473 for the SANTA CRUZ COUNTY SANITATION DISTRICT Department (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, DISTRICT agrees to pay CONTRACTOR as follows: Payment not to exceed $26,200.09 processed for payment in full after completion of the project, receipt of invoice, and approval of project manager

3. **TERM.** The term of this Contract shall be: Board approval through completion of project. If this Contract is placed on the DISTRICT's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless DISTRICT (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which DISTRICT may sustain or incur or which may be imposed upon it 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. Insurance is to be obtained from insurers reasonably acceptable to the DISTRICT.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor 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) Workers' Compensation Insurance 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 at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $1,000,000.00 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 (in the first paragraph on page 1), 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 policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the SANTA CRUZ COUNTY SANITATION DISTRICT, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form

CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: Terra Prestwich
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the DISTRICT as a material term of this Contract.

(4) 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 and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: Terra Prestwich
701 Ocean Street, Room 410
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to DISTRICT a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.

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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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 employs 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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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 Owned Business Enterprises are available from the DISTRICT 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 Auditor-Controller-Treasurer-Tax Collector, 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.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Invoice dated April 10, 2019

14. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the SANTA CRUZ COUNTY SANITATION DISTRICT Board of Directors.

15. **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. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. 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. This Contract shall be governed by, and interpreted in accordance with, California law.

///

///

///

SIGNATURE PAGE

Contract No. 19D0351

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

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

2. Anderson Pacific Engineering Construction, Inc.

By: _____
SIGNED

_____
PRINTED

4. SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

_____
PRINTED

Company Name: _Anderson Pacific Engineering Construction Inc.

Address: 1390 Norman Avenue
Santa Clara, CA 95054-2047
Telephone: (408) 970-9900
Fax: (408) 970-9975
Email: billing@andpac.com

3. APPROVED AS TO INSURANCE:

_____
Risk Management

1. APPROVED AS TO FORM:

_____
Office of the DISTRICT Counsel

B2006.docx
DISTRIBUTION:

- Sanitation Operations
- *Fiscal*
- *Contractor*

ANDERSON PACIFIC Engineering Construction, Inc.

1390 Norman Avenue
Santa Clara, CA 95054-2047
P: (408) 970-9900
F: (408) 970-9975
billing@andpac.com
www.andpac.com

Bill To:	Santa Cruz County - Sanitation District	Phone:	831-477-3945	Invoice #:	1998-04
Address:	701 Ocean Street, Room 410	Fax:	831-454-2089	Invoice Date:	4/10/2019
	Santa Cruz CA, 95060	Email:	Beatriz.Barranco@santacruzcounty.us		

Invoice For: R2-6473 - Emergency Sewer Repair - W. Walnut/Porter

Item #	Description	Qty	Unit Price	% Billed	Price
1	DEWR 1998-04-01 -03/12/2019	1	$ 15,174.13	100%	$ 15,174.13
2	DEWR 1998-04-02 -03/14/2019	1	$ 6,569.45	100%	$ 6,569.45
3	DEWR 1998-04-03 -03/19/2019	1	$ 4,457.41	100%	$ 4,457.41

Invoice Subtotal	$ 26,200.99
Other	-
Less Previously Paid	-
TOTAL DUE	$ 26,200.99

Make all checks payable to ANDERSON PACIFIC Engineering Construction, Inc..
Total due in 30 days. Overdue accounts subject to a service charge of 2% per month.

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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: RENEWAL OF ON-CALL ENVIRONMENTAL CONSULTING SERVICE CONTRACTS

Members of the Board:

On February 16, 2017 your Board approved a Request for Qualifications (RFQ) to retain environmental consulting firms for on-call services to assist the Santa Cruz County Sanitation District (District) with environmental studies, preparation of environmental reports, processing of environmental permits, and assisting with adherence to environmental regulations.

The District received Statements of Qualifications from thirteen environmental consulting firms. Staff ranked the firms based on the criteria outlined in the RFQ and on May 4, 2017 your Board approved the following firms for on-call environmental consulting services:

1. Dokken Engineers, of Folsom
2. Drake Haglan and Associates, of Rancho Cordova
3. Harris & Associates, of Salinas

When these firms are selected for specific projects, independent contractor agreements are brought to your Board for approval for any contract exceeding $35,000. Purchase Orders are issued for services performed for under $35,000.

Per the RFQ, the on-call service terms may be extended for up to three additional one-year periods, based upon satisfactory performance. The District anticipates the need for environmental services in the coming year.

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

1. Approve an additional one-year term with the three consultants listed above for on-call environmental engineering services, through May 4, 2020; and

2. Authorize the District Engineer to issue Purchase Orders, as needed, with the on-call consultants.

Yours truly,

MATT MACHADO
District Engineer

AT/tlp:B2005.docx

Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD/TTY- CALL 711

MATT MACADHO, DISTRICT ENGINEER

AGENDA: MAY 2, 2019

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

SUBJECT: PROPOSED ORDINANCE NO. 140 AMENDING DISTRICT CODE, TITLE 5, ARTICLE III, SECTIONS 5.04.180 THROUGH 5.04.220, SEWER SERVICE CHARGES (2019/2020)

Members of the Board:

On March 7, 2019, your Board set today, May 2, 2019, at 4:45 p.m. as the date and time for a public hearing to hear objections or protests, if any, to the proposed 2019/2020 sewer service rate increases, and then to consider the attached ordinance setting sewer service charges for the Santa Cruz County Sanitation District for fiscal year 2019/2020.

The following proposed fees reflect an overall 5.1 percent increase in District fees over the last year and are based on the attached Hornberger Engineering revenue study for fiscal year 2019/2020:

USER GROUP	EXISTING CHARGES 2018/2019	PROPOSED CHARGES 2019/2020
Single Family Residence	$783.00 per year	$824.16 per year
Multiple Family Residence	$676.80 per year	$712.80 per year
Condo/Townhome	$676.80 per year	$712.80 per year
Mobile Home	$581.04 per year	$612.48 per year
Bakeries/Donut Shops	$353.88/year plus $11.58/HCF	$368.40/year plus $11.80/HCF
Restaurants/Catering	$353.88/year plus $11.58/HCF	$368.40/year plus $11.80/HCF
Food Processing	$353.88/year plus $13.20/HCF	$368.40/year plus $13.40/HCF
Funeral Parlor/Mortuary	$353.88/year plus $13.20/HCF	$368.40/year plus $13.40/HCF
Other Business (General)	$353.88/year plus $8.25/HCF	$368.40/year plus $8.71/HCF
All Schools (by water use)	$353.88/year plus $7.97/HCF	$368.40/year plus $8.43/HCF
Elementary and Middle Schools (by ADA)	$353.88/year plus $21.27/ADA	$368.40/year plus $22.52/ADA
High Schools (by ADA)	$353.88/year plus $31.95/ADA	$368.40/year plus $33.82/ADA
Community Colleges	$353.88/year plus $28.13/FTES	$368.40/year plus $29.77/FTES
State Parks	$353.88/year plus $7.97/HCF	$368.40/year plus $8.43/HCF
Dominican Hospital	$353.88/year plus $8.63/HCF	$368.40/year plus $9.07/HCF
Chaminade	$353.88/year plus $11.36/HCF	$368.40/year plus $11.67/HCF
Septic tanks/Vacant land	$0.00	$0.00

HCF = Hundred Cubic Feet ADA = Average Daily Attendance FTES = Full Time Equivalent Students

Once the attached Ordinance No. 140 has been adopted in its final version, the District will place the service charge report on file with the secretary of the Board. This report, containing the Assessor's parcel number, the owner's name, and the amount of the fee will be available on, or before, May 30, 2019, which allows for public review at least two weeks prior to the June 13, 2019, public hearing. As in previous years, the service charge report must be approved by your Board and forwarded to the Auditor-Controller by August 9, 2019, in order to be included on the 2019/2020 property tax roll.

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

1. Open the public hearing; hear objections or protests, if any, to the proposed charges;

2. Close the Public Hearing, and upon its conclusion, adopt attached Ordinance No. 140, Amending District Code Title 5, Article III, Sections 5.04.180 through 5.04.220, Sewer Service Charges, in concept;

3. Place Ordinance No. 140 on the next available agenda for final adoption;

3. Set Thursday, June 13, 2019, at 4:45 p.m. as the date and time for a public hearing on the service charge report; and

4. Direct the District Secretary to advertise the attached notice of public hearing, in the manner prescribed by law.

Yours truly,

MATT MACHADO
District Engineer

TLP/B2003.docx

Attachments

SANTA CRUZ COUNTY SANITATION DISTRICT (SCCSD)

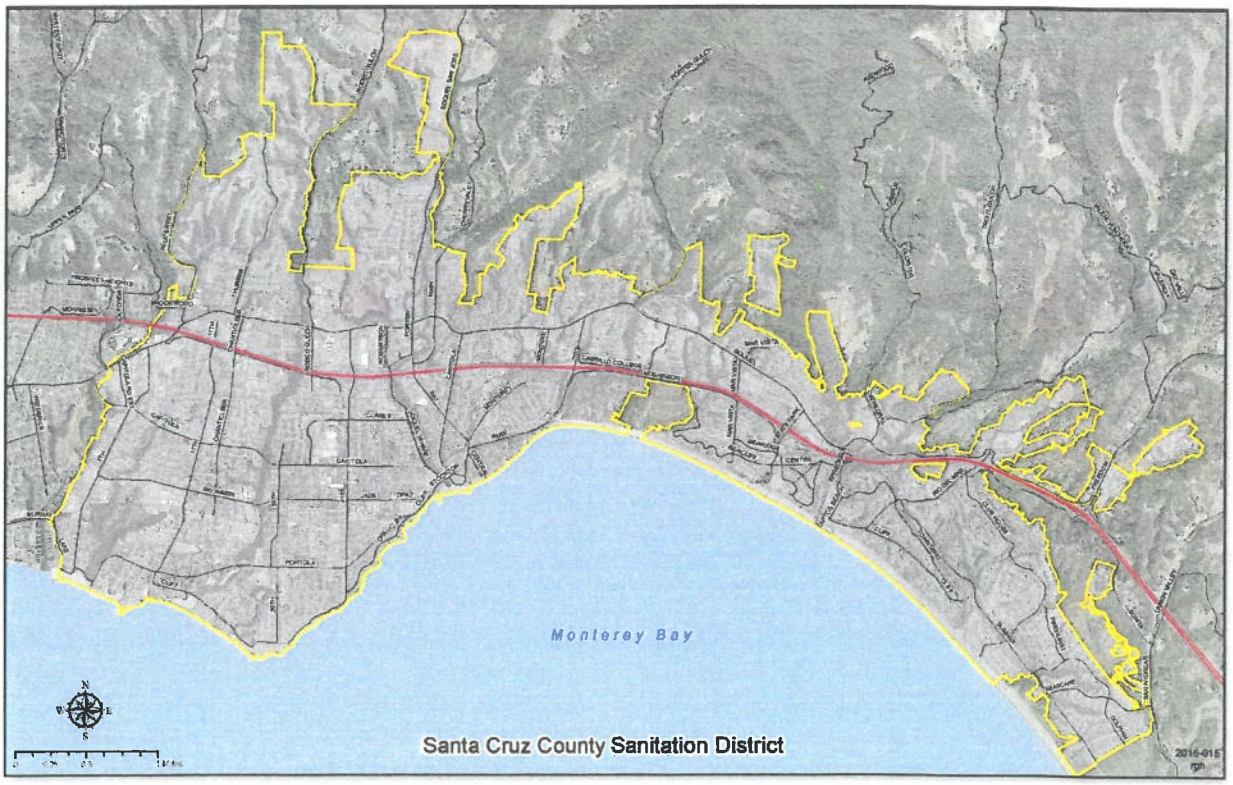
Notice of Public Hearing

Thursday, May 2, 2019

Who is the Santa Cruz County Sanitation District? We are the men and women who work on operating, maintaining and improving the vital sewer infrastructure that ensures that our sewers flow properly.

Information about the District

- The Santa Cruz County Sanitation District was formed in 1973.
- The District maintains 234 miles of sanitary sewer pipeline, 4,780 manholes and 35 sanitary sewer pump stations.
- It encompasses the community of Live Oak, the City of Capitola and portions of the communities of Aptos and Soquel.
- There are approximately 36,000 customers.
- Our primary purpose is to construct and maintain pipelines transporting waste from the District to the Santa Cruz City Treatment Plant, located at Neary Lagoon.
- More than 60% of the sewer lines are greater than 40 years old.
- Crews inspect and clean all pipes less than <12" in diameter every 3 years. Larger pipes are inspected every 3 years and cleaned if necessary.
- Approximately 3 million gallons per day (average) of waste water are pumped from the District to the City's treatment plant.
- The District pays the City approximately $6.3 million annually for treatment.
- Private sewer lateral replacement permits are free!



Santa Cruz County Sanitation District

Servicing the community of Live Oak, the City of Capitola and portions of the communities of Aptos and Soquel

The Santa Cruz County Sanitation District (SCCSD) is committed to providing excellent service to the community. To ensure that we protect the environment and the health of our system, the District's infrastructure needs constant maintenance and updating. In order to continue to maintain and replace this aging sewer system, as well as support the operations of the Regional Waste Water Treatment plant, it is necessary to increase sewer service charges for 2019/2020. For an average single family residence, the increase will be $3.43 per month.

The Board of Directors of the Santa Cruz County Sanitation District, at their May 2, 2019, meeting, at 4:45 p.m., in the D.A. Porath Sanitation Facility meeting room, at 2750 Lode Street, in Santa Cruz, California, will hold a hearing to allow public comment, if any, and to consider adoption of an Ordinance amending Title 5, Article III of District Code, increasing fees for sewer service as shown on the adjacent table.

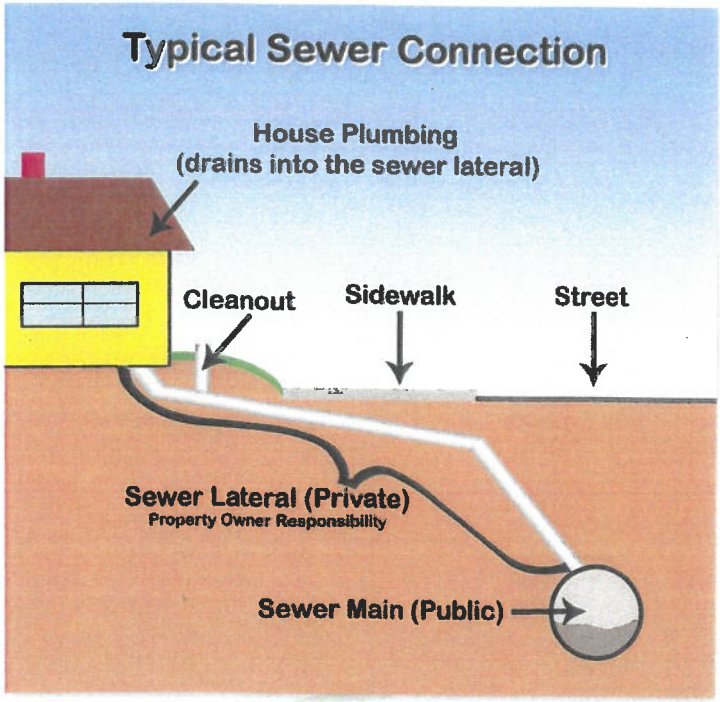
Your Sewer Lateral Responsibilities

Did you know:

- You are responsible for the maintenance, inspections, and repairs of your private sewer lateral.
- Video inspections of your lateral and cleanout installation are required:
  - ⇒Prior to property sale
  - ⇒With remodel / addition permit
  - ⇒When you connect to an existing lateral

For more information, please visit the lateral section located at:

http://www.dpw.co.santa-cruz.ca.us/Home/SewerWater.aspx



Notice of Public Hearing

2019/20 Sewer Service Charge Changes

SANTA CRUZ COUNTY
SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Phone: 831-454-2160

PRSRT STD
U.S. POSTAGE PAID
SANTA CRUZ, CA
PERMIT NO. 223

TO: CURRENT RESIDENT or:

IMPORTANT SEWER RATE INFORMATION ENCLOSED

Santa Cruz County Sanitation District

(831) 454-2160

http://www.dpw.co.santa-cruz.ca.us/Home/SewerWater.aspx

The charges included in this notice are based on service charge studies prepared for the District and follow the Revenue Program Guidelines of the State Water Resources Control Board. If you are unsure which user group(s) apply to your parcel, please call (831) 454-2160. Copies of the current service charge study are available at the office of the District Secretary, County Governmental Center, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.

Never Flush Wipes Down The Toilet!

"Flushable" wipes clog sewer pipes.

Even though the packaging may say "flushable" - **THEY AREN'T!**

Current Rates and Proposed Increases

RESIDENTIAL CUSTOMERS			
User Group[1]	Current Charges	Proposed Charges	Proposed Change
Single Family[2]	$783.00/year	$824.16/year	$3.43/month
Multiple Family[3]	$676.80/year	$712.80/year	$3.00/month
Mobile Home	$581.04/year	$612.48/year	$2.62/month

COMMERCIAL CUSTOMERS				
User Group[1]	Current Charges	Proposed Charges	Proposed Change	
	Flat Rate + Variable Rate	Flat Rate + Variable Rate	Flat Rate	Variable Rate
Other Business (General)	$353.88/year + $8.25/HCF[4]	$368.40/year + $8.71/HCF[4]	$1.21/month	$0.46/HCF[4]
Bakeries/Donut Shops	$353.88/year + $11.58/HCF[4]	$368.40/year + $11.80/HCF[4]	$1.21/month	$0.22/HCF[4]
Restaurants/Catering	$353.88/year + $11.58/HCF[4]	$368.40/year + $11.80/HCF[4]	$1.21/month	$0.22/HCF[4]
Food Processing	$353.88/year + $13.20/HCF[4]	$368.40/year + $13.40/HCF[4]	$1.21/month	$0.20/HCF[4]
Funeral Parlor/Mortuary	$353.88/year + $13.20/HCF[4]	$368.40/year + $13.40/HCF[4]	$1.21/month	$0.20/HCF[4]
State Parks	$353.88/year + $7.97/HCF[4]	$368.40/year + $8.43/HCF[4]	$1.21/month	$0.46/HCF[4]
Dominican Hospital	$353.88/year + $8.63/HCF[4]	$368.40/year + $9.07/HCF[4]	$1.21/month	$0.44/HCF[4]
Chaminade	$353.88/year + $11.36/HCF[4]	$368.40/year + $11.67/HCF[4]	$1.21/month	$0.31/HCF[4]

SCHOOLS				
User Group[1]	Current Charges	Proposed Charges	Proposed Change	
	Flat Rate + Variable Rate	Flat Rate + Variable Rate	Flat Rate	Variable Rate
All Schools (by water use)	$353.88/year + $7.97/HCF[4]	$368.40/year + $8.43/HCF[4]	$1.21/month	$0.46/HCF[4]
Elementary Schools (ADA)	$353.88/year + $21.27/ADA[5]	$368.40/year + $22.52/ADA[5]	$1.21/month	$1.25/ADA[5]
Middle Schools (ADA)	$353.88/year + $21.27/ADA[5]	$368.40/year + $22.52/ADA[5]	$1.21/month	$1.25/ADA[5]
High Schools (ADA)	$353.88/year + $31.95/ADA[5]	$368.40/year + $33.82/ADA[5]	$1.21/month	$1.87/ADA[5]
Community Colleges	$353.88/year + $28.13/FTES[6]	$368.40/year + $29.77/FTES[6]	$1.21/month	$1.64/FTES[6]

[1]The SCCSD does not apply sewer rates to vacant land or facilities on septic tanks.

[2]Single Family Group refers to houses.

[3]Multiple Family Group refers to condos, townhouses, Accessory Dwelling Units (ADUs) and apartments.

[4]HCF = Hundred Cubic Feet of Water

[5]ADA = Average Daily Attendance

[6]FTES = Full Time Equivalent Status

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

ORDINANCE NO. ~~138~~140

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 ~~$676.80~~712.80 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 ~~$676.80~~712.80 per year.

C. The sewer service charge for each space of a mobile home park shall be ~~$581.04~~612.48 per year.

D. The sewer service charge for each single family dwelling shall be ~~$783.00~~824.16 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.....~~$353.88~~368.40/year plus ~~$11.58~~11.80/HCF
Restaurants/Catering.....~~$353.88~~368.40/year plus ~~$11.58~~11.80/HCF
Food Processing.....~~$353.88~~368.40/year plus ~~$13.20~~13.40/HCF
Funeral Parlor/Mortuary.....~~$353.88~~368.40/year plus ~~$13.20~~13.40/HCF
Other Business (General).....~~$353.88~~368.40/year plus ~~$8.25~~8.71/HCF
Dominican Hospital.....~~$353.88~~368.40/year plus ~~$8.63~~9.07/HCF
Chaminade.....~~$353.88~~368.40/year plus ~~$11.36~~11.67/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 ~~$353.88~~368.40 per year plus ~~$7.97~~8.43 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 ~~$353.88~~368.40 per year plus ~~$21.27~~22.52 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 ~~$353.88~~368.40 per year plus ~~$31.95~~33.82 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 ~~$353.88~~368.40 per year, plus ~~$28.13~~29.77 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 ~~$353.88~~368.40 per year plus ~~$7.97~~8.43 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, ~~2018~~2019 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 ~~2018~~2019 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. 140

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 $712.80 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 $712.80 per year.

C. The sewer service charge for each space of a mobile home park shall be $612.48 per year.

D. The sewer service charge for each single family dwelling shall be $824.16 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.....$368.40/year plus $11.80/HCF
Restaurants/Catering.....$368.40/year plus $11.80/HCF
Food Processing.....$368.40/year plus $13.40/HCF
Funeral Parlor/Mortuary .....$368.40/year plus $13.40/HCF
Other Business (General).....$368.40/year plus $8.71/HCF
Dominican Hospital .....$368.40/year plus $9.07/HCF
Chaminade .....$368.40/year plus $11.67/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 $368.40 per year plus $8.43 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 $368.40 per year plus $22.52 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 $368.40 per year plus $33.82 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 $368.40 per year, plus $29.77 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 $368.40 per year plus $8.43 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, 2019 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 2019 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

CORRESPONDENCE RECEIVED IN PROTEST OF SEWER SERVICE CHARGE INCREASES

Terra Prestwich

From: doug kaplan <doug@lomakgroup.com>
Sent: Thursday, March 21, 2019 2:04 PM
To: Terra Prestwich
Cc: Kent Edler
Subject: 2019 Rate Hearing

RECEIVED
MAR 2 1 2019
Santa Cruz County
Sanitation District

March 21, 2019

ROUTED TO: ✓ Directors

✓ Dist. Eng.	✓ Asst. D.E.	✓ AMM
__ Oper. Mgr.	✓ San. Eng.	✓ Gary H.
__ Env.Pro.Co.	__ Construction	*rec'd original
__ Fiscal	★ Next Agenda	via email

Re: 2019 Rate Increases – Impact on Small Business

To: Board of Directors
c/o Terra Prestwich

From: Doug Kaplan

Directors Leopold, Friend and Bertrand,

For many years, the District's rate structure has disproportionately impacted small businesses. The proposed 2019 increase to the flat rate makes a bad situation worse.

All businesses and professional practices operating within the District will pay a flat rate of $368 per year. This means that a family therapist, perhaps seeing clients one or two days a week, will pay the same $368 flat rate as Dominican Hospital, Cabrillo College or Olive Garden Restaurant. Whatever one's perspective, this is not right.

The fix is to re-structure the District's rate schedule, charging customers for their actual usage, subject to a minimum charge per connection. Charging for actual usage assures that customers pay their fair share of the District's variable costs (and, additionally, increases the customer's incentive to conserve). Imposing a minimum charge assures that all customers contribute to the District's fixed costs.

I will be out of town and unable to attend the District's May 2 hearing, but I appreciate your consideration of this ongoing problem.

Thank you,

Doug Kaplan

Doug Kaplan
Lomak Property Group
820 Bay Avenue
Suite 220
Capitola, CA 95010
Phone: (831)476-3627
Fax: (831)462-0333
Email: doug@lomakgroup.com
Website: www.lomakgroup.com

Terra Prestwich

From: Terra Prestwich
Sent: Thursday, April 18, 2019 1:05 PM
To: 'JTrowbridge@tonnellerieo.com'
Cc: Ashleigh Trujillo; John Leopold (John.Leopold@santacruzcounty.us); David Reid (David.Reid@santacruzcounty.us)
Subject: FW: Sanitation District Service Charge Increases
Attachments: Response to Trowbridge.doc

Hello Josh,

Please see attached response from our Rate Consultant, Gary Hornberger. Please let me know if you have any other questions.

Thank you,

Terra Prestwich
Senior Board Clerk
Santa Cruz County Sanitation District
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Telephone: (831) 454-2792
Fax: (831) 454-2089
terra.prestwich@santacruzcounty.us

-----Original Message-----
From: Josh Trowbridge <JTrowbridge@tonnellerieo.com>
Sent: Friday, March 29, 2019 3:48 PM
To: John Leopold <John.Leopold@santacruzcounty.us>
Cc: Josh Trowbridge <JTrowbridge@tonnellerieo.com>
Subject: RE: Sanitation District Service Charge Increases

John,
Thank you for the response.
Unfortunately, I do not believe that your accounting of the funds is accurate.
The annual revenue requirement should not include the $5,325,000 in capital improvement funding.
Capital improvement funding is depreciated and captured in the expenses across of the life of the respective asset and in the debt service expense.
The start/delay of the various projects should not materially affect the income statement.
In 2017 we showed a 16% net income for the Sanitation District.
My business had a 2% net income during the same time period.
With regard to earthquakes and the ability to handle natural disasters, I assume that we have insurance to cover that and that the insurance expense is in the General and Administrative Operating Expenses.
We cannot expect to have enough money on-hand to recover from a natural disaster on our own dime.
I am not terribly worried about the price increase, I would just like to understand why we need to do this when we currently have $9M in unrestricted funds on our balance sheet?
Sincerely,

Josh Trowbridge

Vice President & General Manager
Tonnellerie Ô & Creative Oak
Mobile: (831) 818-8157

-----Original Message-----
From: John Leopold <John.Leopold@santacruzcounty.us>
Sent: Friday, March 29, 2019 3:15 PM
To: Josh Trowbridge <JTrowbridge@tonnellerieo.com>
Subject: RE: Sanitation District Service Charge Increases

Josh

Sorry for the delay in responding and thank you for the kind words. The District's proposed rates are developed on a prospective basis using current cost estimates and customer usage. The total revenue requirement to be generated from rates in fiscal year 2019/20 is $27,063,000. This includes $6,389,000 for treatment costs, $13,722,000 for District operations and maintenance, $5,325,000 for capital improvement funding, $1,407,000 for debt service and $220,000 in other expenses.

An increase in the District's net income in a given year may be due to a delay in project expenditures. We have a number of projects starting May and June that will eat away most of those funds and I wouldn't expect to see that kind of number in the future. Also it is important to have some money on hand since we are vulnerable to natural disasters, such as earthquakes. Such an event could require all the District's available funds to restore service to its' customers.

Our rates do compare favorably with neighboring jurisdictions. No increase is welcomed but we need to maintain our share of the wastewater treatment plant and our aging infrastructure.

Hope this explanations helps.

John

John Leopold
Santa Cruz County Supervisor, 1st District
831-454-2200
John.Leopold@santacruzcounty.us

-----Original Message-----
From: Josh Trowbridge [mailto:JTrowbridge@tonnellerieo.com]
Sent: Wednesday, March 20, 2019 3:00 PM
To: John Leopold <John.Leopold@santacruzcounty.us>
Subject: Sanitation District Service Charge Increases

Hi John,
I hope you are well.
I really appreciate everything that you do for our district and I enjoy reading your newsletter.
I cannot be at the Sanitization District hearing for the proposed changes to service charges for the 2019/2020 year.
I reviewed the financial statements for the 2017 calendar year and they indicate a net income (change in position) of almost $4M.

This net income was almost a 14% increase from 2016.
Given this situation, I am having a hard time understanding why we are being asked to absorb a 5% increase in fees during the 2019/2020 plan year.
Can you either answer my concerns or express my concerns at the hearing?

Josh Trowbridge
Vice President & General Manager
Tonnellerie Ô & Creative Oak
Mobile: (831) 818-8157

Response to Mr. Trowbridge's Email

Mr. Trowbridge's concern was an increase of $4 million in net income from calendar year 2016 to calendar year 2017. Since the District operates on a fiscal year basis, this response will reference the 2016/17 rates.

2016/17 Revenue Study:

The 2016/17 rate increase was 2.6%, and provided additional revenues of $619,000. The revenue requirement to be funded by rates was $24,179,000. This included $6,278,000 for treatment costs, $11,869,000 for District operations and maintenance, $2,975,000 for capital improvement funding, $2,915,000 for debt service and $142,000 for other expenses.

Difference in Treatment and District O&M Costs:

Prior to 2018/19 the treatment costs and District costs recovered in the rates were the projected expenses in the following calendar year. The 2016/17 rates recovered the projected expenses in calendar year 2017. The rationale was that revenues received in December on the tax roles would fund expenses in January through June. April tax receipts would fund expenses in July through December.

This procedure results in excess revenues received in a given fiscal year when compared to actual expenses in that year, as the first half of the next year is included. In 2016/17 the estimated treatment cost was $5,485,000 and the treatment cost used in the rates was $6,278,000. This is a difference of $793,000. In addition the final treatment cost for 2016/17 was $5,076,000. The total difference between the treatment cost recovered in the rates and the actual cost was $1,202,000.

In 2016/17 the estimated District operations costs were $11,642,000 and the operations costs used in the rates were $11,869,000. This is a difference of $227,000. This does not include any variance in the final operations costs for 2016/17.

The total difference between the treatment and District operations costs recovered in the 2016/17 rates and the actual costs was $1,429,000, not including any adjustment for the final operations costs.

Capital Improvement Funding:

Prior to the development of a ten-year plan in late 2016 the annual contribution for capital improvement funding averaged $2,500,000. An average of $250,000 was recovered by connection fees and the balance was recovered in the rates.

A reduction in debt service from 2015/16 allowed an increased annual contribution of $3,225,000 in 2016/17 with $250,000 recovered by connection fees and $2,975,000 recovered in the rates.

The ten-year plan indicated total non-loan funded capital costs of $5,166,000 in 2016/17. This included seven specific projects for a total of $1,573,000 and $3,593,000 in other miscellaneous capital projects. A reduction in the total project expenditures below the $3,225,000 contribution would increase the cash balance by the difference. Currently nine specific projects totaling $2,123,000 in 2016/17 through 2017/18 have been moved to later years. An unspecified amount of the other miscellaneous capital project costs were expended. Any unexpended funds are then carried over to future years

2019/20 Rates:

The proposed 5.1% rate increase for 2019/20 is based on a total revenue requirement of $27,063,000. This includes $6,389,000 for treatment costs, $13,722,000 for District operations and maintenance, $5,325,000 for capital improvement funding, $1,407,000 for debt service and $220,000 in other expenses.

The total contribution to the Capital Improvement Program for 2019/20 is $5,725,000 with $5,325,000 from rates and $400,000 from connection charges. The total non-debt funded projects for the year total $8,124,000. The $5,725,000 contribution plus a projected available balance of $2,400,000 will fund these projects.

Any reduction in the rate increase would result in a like decrease in projects that can be funded. The revenue that would be generated with no rate increase is $25,742,000, or a shortfall of $1,322,000.

C.N.and Lenore Spalaris 3557 Mission Dr Santa Cruz Ca 95065-1630

RECEIVED
APR 2 2 2019
Santa Cruz County
Sanitation District

ROUTED TO:

✓Dist. Eng.	✓Asst. D.E.	Via email
__Oper. Mgr.	✓San. Eng.	✓Homberger
__Env.Pro.Co.	__Construction	*rec'd original
__Fiscal	✓Next Agenda	

April 18,2019

To: Santa Cruz County Sanitation

701 Ocean Street Room 410

Santa Cruz CA 95060

Subject: Sewer Service Charge Changes...INCREASES

Gentlepersons: I received your notice which, just as the certainty of the sun rising every day, so the Sewer Increases every year (in May) for the past 12 + years .

We appreciate the Service... But Increases every year??? And why the 5%+ incremental increase?

Granted, large maintenance MUST be performed.. So... a cost of living increase every year would be reasonable.We are retired and our Social Security Check is not increasing at the rate you are increasing sewer charges.

In the past, Sewer Services cleaned the sewer spur in our driveway (3557 Mission Dr) by removing the large manhole cover. We have not seen the crews for the last 4+years... Why?

Any response will be appreciated.

C.N. Spalaris

P.S. Our impaired hearing prevent us from participating in meetings —

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

MATT MACHADO, DISTRICT ENGINEER

April 25, 2019

C.N. AND LENORE SPALARIS
3557 MISSION DRIVE
SANTA CRUZ, CA 95065-1630

SUBJECT: SEWER SERVICE CHARGE INCREASES 2019/2020

Dear C.N. and Lenore Spalaris,

Thank you for your letter of April 18, 2019 regarding the proposed in the 2019/20 sewer service charges for the Santa Cruz County Sanitation District (District). The proposed 5.1% rate increase for 2019/20 is based on a total revenue requirement of $27,063,000, which is an increase of $1,321,000 from the prior year. There are two primary reasons for this required increase as discussed below.

The first reason is a $1,249,000 increase in treatment costs that the District must pay to the City of Santa Cruz. This cost increase is due to both increased operations costs and significant required capital improvements at the City's Wastewater Treatment Plant.

The second reason is an increase of $1,250,000 in the contribution to the District's Capital Improvement Program. The District's 2019/20 program includes 11 projects required to replace aging infrastructure at a cost of $8,124,000. This increase is required in the contribution level, along with existing funds, to support these projects.

There are several factors that offset the above two increases. First, there is no increase in the District's costs from the prior year for operation of the wastewater collection and pumping systems. This accounts for approximately half of the District's total revenue. Second, there is a decrease of $959,000 in debt service as existing bond issues have been retired. And third, there has been a reduction of $219,000 in other costs. The net of these increases and offsets is the total revenue increase required of $1,321,000.

The single-family rate increases in the District over the past 10 years, including 2019/20, has averaged 3.0%. The Consumer Price Index for the last 10 years has averaged 2.9%. Many wastewater agencies are projecting higher cost-of living increases due to the need to replace aging infrastructure. Examples of proposed rate increases in 2019/20 are 7% in Santa Cruz City, 8% in Pacifica, 15% in Scotts Valley and 8% in Watsonville.

The District is happy to provide any additional information on the proposed rate increase for 2019/20.

Regarding your question about the cleaning of the sewer line at 3557 Mission Drive, our records indicate that the last time it was flushed by our crews was on August 8, 2017. Sanitation Operations staff typically flush the line every three years.

Thank you for your comments, the District looks forward to providing you with quality wastewater service in the future.

Yours truly,

MATT MACHADO
District Engineer

By:
Kent Edler
Assistant District Engineer

tlp/021.docx

cc: Board of Directors

2661 Thrasher Lane • San Jose, CA • 95125 • (408) 264-5029

February 19, 2019

Mr. Matt Machado, P.E.
District Engineer
Santa Cruz County Sanitation District
701 Ocean Street
Santa Cruz, CA 95060

Subject: Santa Cruz County Sanitation District
2019/20 Revenue Study

Dear Mr. Machado,

We are pleased to submit this three-year program of sewer service charges for the Santa Cruz County Sanitation District. The purpose of this study is to incorporate the latest costs associated with the District's projects and programs and to project revenue requirements for the years 2019/20 through 2021/22. The study is based on the projected capital costs, operation and maintenance expenses and customer information prepared by the District staff.

As a result of this study, the overall fee increase for fiscal year 2019/20 is 5.1%. The increase is primarily due to increased treatment plant operation and capital projects and the District's capital program. Proposed fee increases for the individual user groups are shown in the following table.

We appreciate this opportunity to prepare this three-year program for the Santa Cruz County Sanitation District. Please do not hesitate to contact me if you have any questions or would like any additional information.

Sincerely,

Hornberger Engineering

Gary Hornberger

Gary Hornberger

2661 Thrasher Lane • San Jose, CA • 95125 • (408) 264-5029

SANTA CRUZ COUNTY SANITATION DISTRICT
PROPOSED 2019/20 FEE INCREASES

User Group	Proposed 2019/20 Fees		Existing 2018/19 Fees		2019/20 Increases
	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)	Change (%)
Single Family	$824.16		$783.00		5.3%
Townhomes & Condominiums	$712.80		$676.80		5.3%
Multiple Family	$712.80		$676.80		5.3%
Mobile Homes	$612.48		$581.04		5.4%
Bakeries/Donut Shops	$368.40	$11.80	$353.88	$11.58	2.1%
Restaurants/Catering	$368.40	$11.80	$353.88	$11.58	2.1%
Food Processing	$368.40	$13.40	$353.88	$13.20	1.6%
Funeral Parlor/Mortuary	$368.40	$13.40	$353.88	$13.20	1.6%
Other Businesses	$368.40	$8.71	$353.88	$8.25	5.1%
Schools (Sr. High ADA Basis) (1)	$368.40	$33.82	$353.88	$31.95	5.8%
Schools (Sr. High Usage Basis)	$368.40	$8.43	$353.88	$7.97	5.8%
Schools (Elem. & Jr. High ADA Basis) (1)	$368.40	$22.52	$353.88	$21.27	5.8%
Schools (Elem. & Jr. High Usage Basis)	$368.40	$8.43	$353.88	$7.97	5.8%
Junior Colleges (2)	$368.40	$29.77	$353.88	$28.13	5.8%
State Parks	$368.40	$8.43	$353.88	$7.97	5.6%
Dominican Hospital	$368.40	$9.07	$353.88	$8.63	5.1%
Chaminade	$368.40	$11.67	$353.88	$11.36	2.7%
Overall Increase					5.1%

(1) Volume Rate = $/ADA/year
(2) Volume Rate = $/FTES/year

SANTA CRUZ COUNTY SANITATION DISTRICT
2019/20 REVENUE STUDY
February 2019

Introduction

The Santa Cruz County Sanitation District will require approximately 5% annual increases in revenue from fees for sewer service in the next three fiscal years, 2019/20 through 2021/22. The overall fee increase for 2019/20 developed in this study is 5.1%. These increases are primarily related to increased capital contributions, treatment costs, debt service and general inflation

The District staff has reviewed connection charge revenue, capital outlay needs, operation and maintenance expenses, debt service and miscellaneous revenues for the next three fiscal years. Based on this updated information, proposed fees for sewer service in 2019/20 through 2021/22 have been calculated. The development of these fees is discussed in the following sections.

Requirements for Sewer Service Fees

The District's fees for sewer service are subject to the requirements contained in the Revenue Program Guidelines issued by the California State Water Resources Control Board. This is a condition of the State and Federal grants and loans received by the District.

The Guidelines require that fees for sewer service be designed to recover adequate revenues for the operation and maintenance of the District's facilities. In addition, each user and user class must pay its proportional share of those costs, based on its proportional contribution to the total wastewater loadings from all users. The District's sewer service fees have been reviewed by the State staff and are in compliance with the Guidelines.

The District's fees are also subject to the requirements of Proposition 218. This proposition, passed in 1996, requires that fees shall not exceed the proportional cost of service attributable to any parcel.

Customer Revenue

The projected revenue received for sewer service under the current 2018/19 fees has increased by $169,000, as shown in Table 1. This is a combination of a $29,000 increase in residential revenue and a $140,000 increase in commercial revenue. This increase in customer revenue has the effect of reducing the proposed 2019/20 sewer service fees by 0.7%.

Table 1
Customer Revenue at Current 2018/19 Fees

Year	Residential Revenue ($/year)	Commercial Revenue ($/year)	Total Revenue ($/year)
2018/19	$21,083,000	$4,490,000	$25,573,000
2019/20	$21,112,000	$4,630,000	$25,742,000
Difference	$29,000 0.1%	$140,000 3.1%	$169,000 0.7%

Connection Charge Revenue

Connection charge revenues for the three years of 2014/15 through 2016/17 averaged $310,000 per year. Based on the prior years and three major projects in the upcoming two years, connection charge revenues of $400,000 annually have been projected for 2019/20 and 2020/21 and $300,000 for 2021/22.

Capital Improvement Program Funding

Connection charge revenue and contributions from rates are used to fund the District's Capital Improvement Program projects that are not funded by loans or grants. The funding for 2019/20 is $5,725,000. This will be generated by $400,000 in connection charge revenue and $5,325,000 in sewer service fees. The funding for those projects in the three years of the study period is show in Table 2

Table 2
Capital Improvement Program Funding

Item	Annual Capital Improvement Program Funding		
	2019/20 ($/year)	2020/21 ($/year)	2021/22 ($/year)
Connection Charge Revenue	$400,000	$400,000	$300,000
Contribution from Rates	$5,325,000	$2,750,000	$5,000,000
Capital Improvement Program Funding	$5,725,000	$3,150,000	$5,300,000

Operation and Maintenance Expenses

The projected operation and maintenance expenses, shown in Table 3, include treatment costs paid to the City of Santa Cruz and the District's expenses for pump station and collection line maintenance, engineering, source control and fixed assets.

Projected treatment expenses have significantly increased from those used in the 2018/19 fees. This increase is due to the initiation of major capital improvement projects at the treatment plant including $500,000 for a UV replacement project, an additional $250,000 for a major infrastructure and equipment replacement study and additional $200,000 for routine equipment replacement. Future major projects will include $2.5 million to complete the UV replacement project and $3.0 million for major equipment replacement in 2020/21. The District's 8/17 share of capital projects in 2019/20 has been increased by $577,000. It's projected share of treatment O&M costs has been increased by $672,000 due to increased laboratory expenses and an increase in the percentage of total operation expenses allocated to the District. The total increase in treatment costs for 2019/20 is $1,249,000.

The District's O&M expense projections for the next fiscal year are the same as than those used in the 2018/19 fees. An increase of $300,000 in operating costs is offset by a similar reduction in routine capital expenses. The overall increase in total operation and maintenance expenses for 2019/20 is $1,249,000, or 6.6%.

Table 3
2019/20 Operation and Maintenance Expenses

Year	Treatment ($/year)	District O & M ($/year)	Total ($/year)
2018/19	$5,140,000	$13,722,000	$18,862,000
2019/20	$6,389,000	$13,722,000	$20,111,000
Difference	$1,249,000 24.3%	$0 0.0%	$1,249,000 6.6%

Debt Service

The final payment for the SRF loan for the secondary treatment facilities was made in 2018/19. The District annual share of that loan was $1,576,000. The annual debt service of $790,000 for the SRF loan for the Aptos Transmission Relocation Project continues until 2031/32 .

As developed in the Ten-Year Plan, the District has applied for a series of low cost SRF and iBank loans. The initial loans in 2018/19 will be an SRF loan of $5.0 million for the Soquel Creek Pump Station Force Main Relocation and an iBank loan $7.0 million for the Capitola/Jewel Box Sewer. The interest rates will be 1.8% and 3.46%, respectively, with a term of 30 years. The initial debt service for these loans will be in 2019/20. Two additional SRF funded projects of totaling $6.7 million and four projects totaling $13.6 million are scheduled for 2019/20 and 2020/21, respectively. The interest rate on those loans will be 1.9%. The proposed debt service for all the District's loans over the next three fiscal years is shown in Table 4.

Table 4
District Debt Service

Item	Annual Debt Service		
	2019/20 ($/year)	2020/21 ($/year)	2021/22 ($/year)
SRF Loan - Aptos Transmission Project	$790,000	$790,000	$790,000
SRF Loans - New Projects	$217,000	$512,000	$1,111,000
IBank Loan - Capitola/Jewel Box	$400,000	$400,000	$399,000
Total Debt Service	$1,407,000	$1,702,000	$2,300,000

Revenue Trust Interest Income

The District uses the investment income received in the Revenue Trust Fund to fund a portion of its operating expenses every year. This reduces the total revenues required from fees for sewer service. The interest income received in the Revenue Trust for 2017/18 was $142,000. Interest income for the 7½ months of 2018/19 was $123,000. Based on these actual earnings, the projected interest income for 2019/20 is $150,000 and $100,000 in the following years.

Reserve Fund

The District's Reserve Fund currently has a balance of $3,700,000. The Ten-Year Plan includes annual increases of $100,000, which will bring the balance to $4,400,000 by 2025/26. This amount will be recovered in the sewer service fees in 2019/20.

Total Revenues

Projected revenues required for 2019/20 through 2021/22 from fees for sewer service are shown in Table 5. The total revenue required in 2019/20 is $27,063,000, which will require an overall fee increase of 5.1%.

Table 5
Total Revenue Requirements

Item	2019/20 ($/year)	2020/21 ($/year)	2021/22 ($/year)
Capital Improvements	$5,325,000	$2,750,000	$5,000,000
Debt Service	$1,407,000	$1,702,000	$2,300,000
Operation & Maintenance	$20,111,000	$23,720,000	$22,282,000
Reserve Fund	$100,000	$100,000	$100,000
Revenue Collection Expense	$270,000	$284,000	$299,000
Interest Earnings	($150,000)	($100,000)	($100,000)
Total Revenue Requirement	$27,063,000	$28,456,000	$29,881,000
Fee Increase	5.1%	5.1%	5.0%

Sewer Service Fees

The proposed 2019/20 fees for sewer service, based on updated customers, revised flows and total revenue requirements, are shown in Table 6. The overall 2019/20 fee increase is 5.1%.

Residential increases are in the range of 5.3% to 5.4%. Nonresidential fee increases vary based on customer size and strength of wastewater discharged. Restaurants, which have high strength wastewater, will have low increases. Pollutant costs are a significant portion of their fees and those costs are reduced as debt service associated with treatment costs is eliminated

Table 6
Proposed 2019/20 Fees

User Group	Proposed 2019/20 Fees		Existing 2018/19 Fees		2019/20 Increases		
	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)	Charge (%)
Single Family	$824.16		$783.00		$41.16		5.3%
Townhomes & Condominiums	$712.80		$676.80		$36.00		5.3%
Multiple Family	$712.80		$676.80		$36.00		5.3%
Mobile Homes	$612.48		$581.04		$31.44		5.4%
Bakeries/Donut Shops	$368.40	$11.80	$353.88	$11.58	$14.52	$0.22	2.1%
Restaurants/Catering	$368.40	$11.80	$353.88	$11.58	$14.52	$0.22	2.1%
Food Processing	$368.40	$13.40	$353.88	$13.20	$14.52	$0.20	1.6%
Funeral Parlor/Mortuary	$368.40	$13.40	$353.88	$13.20	$14.52	$0.20	1.6%
Other Businesses	$368.40	$8.71	$353.88	$8.25	$14.52	$0.46	5.1%
Schools (Sr. High ADA Basis)	$368.40	$33.82	$353.88	$31.95	$14.52	$1.87	5.8%
Schools (Sr. High Usage Basis)	$368.40	$8.43	$353.88	$7.97	$14.52	$0.46	5.8%
Schools (Elem. & Jr. High ADA Basis)	$368.40	$22.52	$353.88	$21.27	$14.52	$1.25	5.8%
Schools (Elem. & Jr. High Usage Basis)	$368.40	$8.43	$353.88	$7.97	$14.52	$0.46	5.8%
Junior Colleges (FTES Basis)	$368.40	$29.77	$353.88	$28.13	$14.52	$1.64	5.8%
State Parks	$368.40	$8.43	$353.88	$7.97	$14.52	$0.46	5.6%
Dominican Hospital	$368.40	$9.07	$353.88	$8.63	$14.52	$0.44	5.1%
Chaminade	$368.40	$11.67	$353.88	$11.36	$14.52	$0.31	2.7%
Overall Increase							5.1%

A three-year fee program for the study period is shown in Table 7. This table includes adopted fees since 1991/92 and proposed increases through 2021/22.

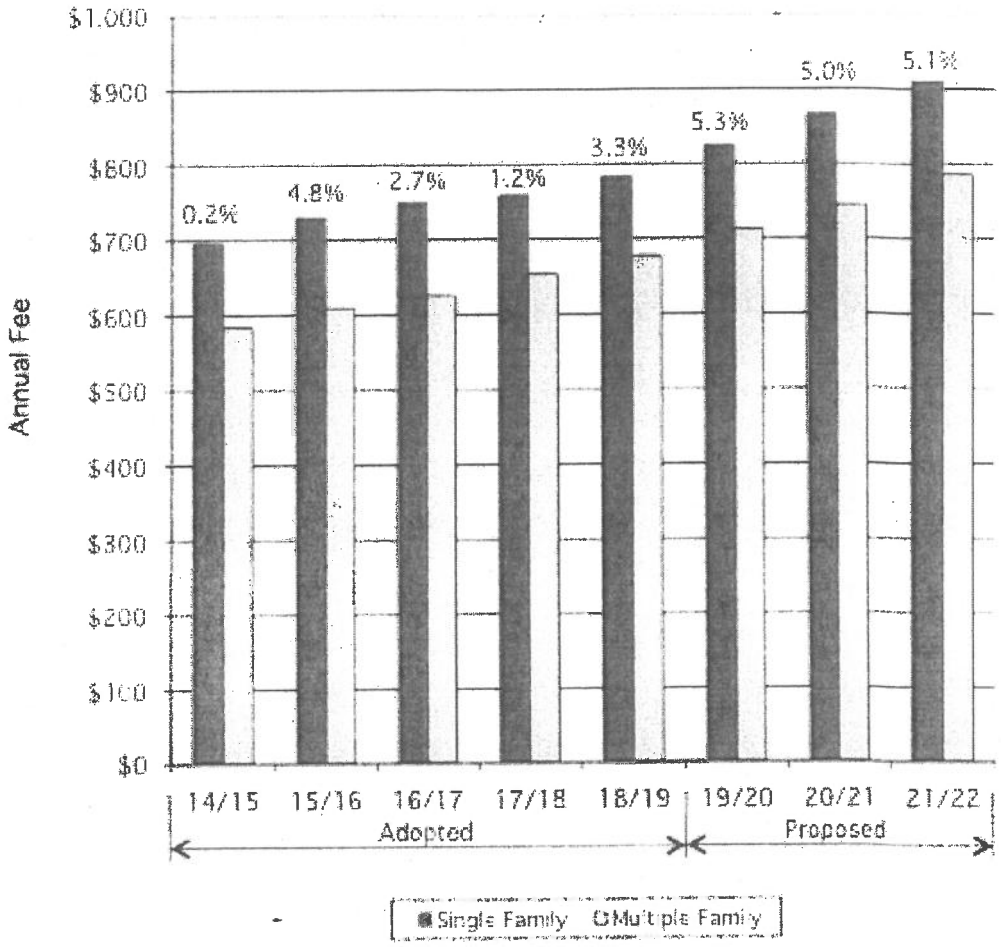
Summary

The overall projected increases in fees for sewer service for fiscal years 2019/20 through 2021/22 are 5% per year. These increases reflect inflation, treatment plant operating costs and capital improvements and increased District capital requirements. The proposed single family and multiple family annual fees are shown in Figure 1. Future fee increases are dependent upon the magnitude of treatment and collection operating costs, general inflationary trends, interest rates and customer usage.

Table 7
Three-Year Fee Program

Fiscal Year	Average Increase					
	Single Family	Multiple Family	Mobile Home	Average Other Business	Average Restaurant	Elementary School
	5.2 HCF/mo.	4.2 HCF/mo.	3.3 HCF/mo.	12 HCF/mo.	44 HCF/mo.	632 HCF/yr.
Adopted						
1991/92	27.1%	23.9%	23.9%			
1992/93	4.2%	13.5%	13.5%	4.5%	8.2%	0.4%
1993/94	22.4%	35.7%	35.7%	25.9%	30.3%	19.4%
1994/95	5.6%	5.4%	5.4%	5.9%	9.5%	5.5%
1995/96	5.3%	5.7%	5.7%	5.5%	-1.1%	5.9%
1996/97	4.4%	4.3%	4.3%	3.5%	9.6%	-25.8%
1997/98	3.1%	2.1%	2.1%	2.6%	12.5%	-2.0%
1998/99	2.9%	3.3%	3.3%	2.6%	2.2%	1.7%
1999/00	2.9%	3.3%	3.3%	3.2%	0.3%	2.1%
2000/01	4.7%	3.9%	3.9%	4.9%	7.9%	6.3%
2001/02	3.3%	3.0%	3.0%	3.8%	4.7%	4.0%
2002/03	9.8%	20.6%	-5.4%	-1.1%	-2.3%	-1.1%
2003/04	4.1%	4.1%	4.0%	4.6%	3.4%	5.1%
2004/05	4.9%	5.1%	5.3%	4.6%	3.7%	4.3%
2005/06	3.7%	1.2%	6.8%	5.7%	1.6%	4.9%
2006/07	2.3%	2.3%	2.5%	2.2%	-1.1%	2.7%
2007/08	3.2%	2.9%	2.6%	3.1%	6.5%	3.2%
2008/09	1.3%	0.9%	2.5%	7.2%	10.0%	7.8%
2009/10	5.2%	5.1%	5.0%	5.0%	4.3%	-30.6%
2010/11	4.2%	4.0%	4.0%	3.9%	5.5%	4.3%
2011/12	1.6%	3.9%	4.3%	11.0%	10.7%	10.6%
2012/13	3.7%	3.7%	3.7%	3.4%	2.0%	4.0%
2013/14	2.7%	2.8%	2.9%	2.0%	2.6%	2.0%
2014/15	0.2%	1.5%	3.9%	8.3%	9.9%	8.2%
2015/16	4.8%	4.9%	5.0%	2.3%	1.3%	2.4%
2016/17	2.7%	2.7%	2.7%	3.1%	1.1%	3.9%
2017/18	1.2%	4.5%	3.6%	8.7%	7.2%	9.3%
2018/19	3.3%	3.5%	3.7%	5.2%	0.7%	3.4%
Proposed						
2019/20	5.3%	5.3%	5.4%	5.2%	2.0%	5.7%
2020/21	5.0%	4.5%	4.0%	4.0%	6.6%	3.6%
2021/22	5.1%	5.5%	5.9%	5.6%	6.6%	6.2%

Figure 1
Annual Residential Fees



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of the Santa Cruz County Sanitation District, at its regularly scheduled meeting on June 13, 2019, at 4:45 p.m., at the D. A. Porath Sanitation Facility meeting room, 2750 Lode Street, Santa Cruz, California, will hear and consider all objections or protests to the written reports of service charges and collection of same on the 2019/2020 tax roll. A copy of said written report containing a description of each parcel of real property receiving sanitary sewage services from the District, and the amount of such charges for each such parcel, will be available for public inspection on or before May 30, 2019, at the Office of the District Secretary, in the Public Works Department, Room 410, Governmental Center Building, 701 Ocean Street, Santa Cruz, California 95060.

If you have any questions regarding the contents of the Notice of Public Hearing or the Service Charge Report; please call the District at (831) 454-2160.

BY ORDER OF the Board of Directors of the Santa Cruz County Sanitation District.

Dated: _____

Terra Prestwich
District Secretary

PublicHearing.docx

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 accommodation to attend this meeting, please contact the District at (831) 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 Sanitation District staff at 454-2160.

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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: CONTRACT AGREEMENT WITH HARRIS & ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE CAPITOLA/JEWEL BOX SEWER REPLACEMENT PROJECT

Members of the Board:

On March 7, 2019 your Board accepted Ranger Pipeline's bid for construction of the Capitola/Jewel Box Sewer Replacement project.

On April 4, 2019 your Board approved four on-call consultants for construction management services. District staff is unavailable to provide construction management services for this project. Therefore, the District requested a proposal from Harris & Associates, Inc., to provide construction management services. The scope of work includes construction management and inspection services throughout the duration of the project. The not-to-exceed fee estimate is $527,342.87.

Sufficient funding is available in the approved 2018/2019 District budget for the Capitola/Jewel Box Sewer Replacement project (GL136409-86110/P53803).

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

1. Approve the attached contract with Harris & Associates, Inc., in the amount of $527,342.87 for construction management and inspection services for the project;

2. Authorize the District Engineer to sign the agreement on behalf of the District; and

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

Yours truly,

MATT MACHADO
District Engineer

RT/tlp:B2015.docx

Contract No. 19D0352

INDEPENDENT CONTRACTOR AGREEMENT (DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called DISTRICT, and HARRIS & ASSOCIATES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: scope of work as defined in the attached "SCOPE AND FEE FOR THE CAPITOLA/JEWEL BOX SEWER REPLACEMENT PROJECT" and for the DISTRICT (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, DISTRICT agrees to pay CONTRACTOR as follows: Payment not to exceed $527,342.87 processed for payment after receipt and project manager approval of monthly invoices billed, on a time and materials basis, based upon the actual staff time and direct costs expended during the preceding month.

3. **TERM.** The term of this Contract shall be: beginning on the first date of the contract through completion of the project.

4. **DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, DISTRICT shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the DISTRICT, which may use them without CONTRACTOR's permission for any purpose relating to the project, including construction of the work of improvement.

5. **SCHEDULE.** CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by DISTRICT and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. **EARLY TERMINATION.** DISTRICT may terminate this Contract at any time by giving thirty (30) days' written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing DISTRICT thirty (30) days' written notice and opportunity to cure, specifying in detail the cause for termination.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless DISTRICT (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which DISTRICT may sustain or incur or which may be imposed upon it which arise out of, pertain

to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. 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).

8. 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. Insurance is to be obtained from insurers reasonably acceptable to the DISTRICT.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor 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) Workers' Compensation Insurance 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 at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $1,000,000 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 (in the first paragraph on page 1), 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 policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the SANTA CRUZ COUNTY SANITATION DISTRICT, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the DISTRICT as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' (10 days for nonpayment of premium) prior written notice has been given to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: Rodney Trujillo
701 Ocean Street, ROOM 410
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the DISTRICT as a material term of this Contract.

(4) 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 and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

SANTA CRUZ COUNTY SANITATION DISTRICT
Attn: Rodney Trujillo
701 Ocean Street, ROOM 410
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to DISTRICT a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.

9. 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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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 employs 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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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 Owned Business Enterprises are available from the DISTRICT 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 9B(1) and 9B(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.

10. 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.

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

12. 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.

13. 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 SANITATION DISTRICT Auditor-Controller-Treasurer-Tax Collector, 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.

14. 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.

15. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

SCOPE AND FEE FOR THE CAPITOLA/JEWEL BOX SEWER REPLACEMENT PROJECT

16. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the SANTA CRUZ COUNTY SANITATION DISTRICT Board of Directors.

17. 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. The

unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. 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. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. 19D0352

INDEPENDENT CONTRACTOR AGREEMENT (DESIGN PROFESSIONALS)

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

2. Harris & Associates, Inc.

By: _____
SIGNED

_____
PRINTED

Company Name: Harris & Associates, Inc.

Address: 450 Lincoln Avenue, Suite 103

Salinas, CA 93901

Telephone: (831) 542-7676

Fax: (866) 356-0998

Email: Glenn.Suitor@weareharris.com

4. SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

_____
PRINTED

3. APPROVED AS TO INSURANCE:

_____
Risk Management

1. APPROVED AS TO FORM:

_____
Office of the District Counsel

B2016.docx

DISTRIBUTION:

- SANTA CRUZ COUNTY SANITATION DEPARTMENT
- SCCSD Fiscal
- *Harris & Associates, Inc.*

Harris & Associates.

April 3, 2019

Ashleigh Trujillo, PE, LEED AP
Civil Engineer
Santa Cruz County Department of Public Works
Santa Cruz County Sanitation District
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Scope and Fee for the Capitola/Jewel Box Sewer Replacement Project

Dear Ashleigh:

We appreciate the opportunity to provide a proposal for Construction Management Professional Services for the Capitola/Jewel Box Sewer Replacement Project (Project) in Capitola, CA. The following scope is directly from the County of Santa Cruz's (County) Request for Qualifications (RFQ), dated December 6, 2018 and the fee includes the direction provided by County staff at our meeting on March 20, 2019.

PROJECT UNDERSTANDING

The Project is located between Clares Street and Cliff Drive, and 45th Avenue and Wharf Road, in the City of Capitola, within the service area of the Santa Cruz County Sanitation District (SCCSD). The scope of work includes removing and replacing approximately 14,200 feet of 6-inch sanitary sewer piping with new 8-inch sanitary sewer piping, replacing and repairing aging manholes, and repairing pavement associated with the sewer trenching activities. All work will occur within the existing road right-of-way.

The project benefits the community by replacing essential sewer infrastructure serving the Capitola/Jewel Box area. Replacing the aged infrastructure reduces the amount of ongoing maintenance and the potential need for emergency repairs due to failure of aged pipes. This reduces the chance of sanitary sewer overflows and the inconvenience to the public associated with emergency repairs.

SCOPE OF SERVICES

The following services were identified in the County's RFQ, dated December 6, 2018.

CM Responsibilities Prior to Construction:

1. Review project plans and contract documents.
2. Review questions with County's project manager and project engineer.
3. Review pay quantities for awareness.

4. Prepare and maintain Project Binder – to be tabbed per Caltrans Construction Manual (Chapter 5-102).
5. Become familiar with applicable standard specifications, standard drawings and details.
6. Note critical items and unusual conditions.
7. Walk the project site and photograph or video the work area and site conditions prior to construction.
8. Verify coordination needed for County crews and outside utility companies.
9. Meet with staff prior to pre-construction conference.

Pre-Construction Conference:

1. County staff will schedule the meeting; invite contractor, Consultant, affected County staff, utility companies and regulating agencies.
2. The pre-construction meeting will be conducted by Consultant staff and held in a County building. County staff assigned to the project will attend to answer any unusual questions.
3. The Consultant conducting the meeting must understand that the pre-construction conference sets the tone for the project. It is the contractor's first impression of the County/ Consultant staff and how we operate. Be on time, professional, organized, knowledgeable of the project, and convey any special requirements or concerns.
   a. Provide a sign in sheet for all attendees.
   b. Keep meeting minutes that show subjects discussed, directions given, and responses received.
   c. Document items submitted by the contractor such as: the emergency response sheet, schedule, submittals and other items of importance.
   d. Confirm the authority and responsibility of all parties involved.
   e. Verify the start date of construction.
   f. Address the concerns and needs of affected utility companies.
   g. Discuss unusual working conditions and permit requirements.
   h. Verify that the contractor will give proper notification to the residents and businesses of the start date of construction and what kind of work is being performed.

After Pre-Construction Conference:

1. Review progress schedules submitted by the contractor and accept when satisfactory.
2. Log and review submittals and shop drawings as needed. Route submittals as needed for project engineer/architect's approval. Do not exceed the turnaround time.
3. Document any approved changes to the scheduled start date with a change order for County execution.
4. Disburse pre-construction meeting minutes.

During Construction:

1. Inspect and perform construction management services to ensure the project is built as designed and specified.
2. Log and route RFIs.
3. Prepare and route Draft Change Orders as required.
4. Prepare correspondence necessary to maintain control over the construction contract.
5. Coordinate materials testing for project with approved testing laboratories.
6. Notify County contact at any point in the project when a dispute arises, an unknown condition is discovered or at any time the contractor believes extra work/change order work is warranted.
7. Daily: document manpower, equipment and materials used on site, separate activities, hours and resources by pay item. Document Inspector arrival/departure time from site.
8. Notify contractor of any unacceptable condition or workmanship. Do not vary from the project specifications or design without the authority or approval of the engineer. Document the approved change.

9. Document any conversations that could be significant in the event a claim or dispute.
10. Check site safety and signing.
11. Check for public safety and compliance to the approved traffic control plan.
12. Respond to basic public inquires. Refer more complicated inquires to appropriate County staff.
13. Verify stormwater controls are in place and in good condition.
14. Verify layout, operations and intent of work with the contractor.
15. Examine all material to be used for contract compliance and if rejected have it removed from the job. Document findings. Follow County Quality Assurance Program guidelines and tracking sheets.
16. Review schedules and specifications for upcoming work.
17. Be alert to changes in the character of work and site conditions.
18. Document any delays including the cause and time of day.
19. Complete a weekly statement of working days. Keep current and give a copy to the contractor.
20. Document the approved Force Account work on the appropriate forms daily.
21. Maintain records of disputed work
    a. Maintain a daily diary of craft of workers, equipment, operations and hours spent on each item.
    b. Obtain agreement and sign off of job supervisor of the documented operation performed with written reservation to the validity of the claim.
    c. Review the plans and specifications for legitimacy of contractors claim.
    d. Discuss with construction manager to minimize impacts if the County is liable.
    e. Note statements of concern made by the contractor in your diary.
    f. Conduct an ongoing evaluation of operations and materials used.
22. Maintain open communication with the contractor.
23. Note your approval or rejection of material and work.
24. Conduct periodic meetings with contractor and interested parties as is appropriate or as required by project specifications.
25. Review certified payroll forms for compliance with State and Federal regulations governing the payment of prevailing wages.
26. Monitor the sub-contractors used on the project for compliance with the contractors listing requirements. Do not allow substitution of sub-contractors unless proper procedures are followed.
27. Notify County contact if the contractor is in non-compliance with prevailing wage requirements and use of sub-contractors on the project.
28. On federally financed contracts constantly monitor for compliance of federal wage requirements, Poster boards, DBE requirements and EEO notifications.
29. Review project progress, proposed change orders and notification to the project with the design engineer.
30. Monitor and notify the contractor if he is not meeting his schedule.
31. Always stay ahead of the contractor by reading plans and specifications.
32. On a daily basis, maintain a set of Record Drawings.
33. At the end of each month assist the County with Pay Estimates:
    a. Measure all work performed during the month, using the pay items.
    b. Provide any back up documentation such as tonnage slips.

Construction Close Out:

1. Review project for acceptance of workmanship and materials.
2. Review site with the design project manager for acceptance.
3. Compile a punch list of deficiencies.
4. Notify the contractor and re-inspect when the contractor is ready. Working days are in effect until all contract items are complete.

5. Collect and file or distribute maintenance manuals and operating instructions of equipment installed as it applies to the project specifications.
6. Assist with scheduling the training for County maintenance staff if training is required in the project specifications.
7. Compile and review record drawings, make changes or have changes made as required.
8. Draft and Submit Recommendation for Acceptance to County following Project Completion.
9. Within 2 weeks of project completion, prepare and chair a post construction meeting with the design engineer and staff involved with the project to discuss the pros and cons. Prepare a complete critique of the project for the meeting.

Project Close Out:

1. Complete project close out and turn all records over to the County within 2 weeks. The County field staff assigned to the project will confirm the accuracy and pass them on to the designer.

All phases of projects require regular communication with County Construction Manager or County Representative.

PROJECT SCHEDULE

The Project Schedule is presented in the Level of Effort Fee Estimate in Attachment A.

PROPOSED FEES

The proposed fee for the subject Scope of Work is $527,342.87. For a detailed breakdown on Scope of Services, personnel categories, and estimated labor hours please refer to the attached Level of Effort Fee Estimate in Attachment A.

Sincerely,
Harris & Associates, Inc.

Glenn Suitor, PE
Division President
(925) 969-8093 ■ Glenn.Suitor@WeAreHarris.com

Enclosures:
(1) Level of Effort Fee Estimate in Attachment A

Harris & Associates.

COST PROPOSAL

FOR

Capitola/Jewel Box Sewer Replacement

FROM

Harris & Associates, Inc

Approved By: Glenn Suitor, PE
Approved Date: April 3, 2019

TO

Santa Cruz County

Assumptions

Fees are based on Harris contract starting April 2019 and ending June 2020.
Fees are based on construction starting May 2019 and ending April 2020.
Holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (two days), Christmas Day.
Rate escalations of 3.50% occur annually (with concurrence) in January and are included in this proposal.
Harris to provide computer, cell phone, and software for construction management services.
Overtime Inspection, if necessary, will include premium time for non-exempt employees.
Full-time field personnel expected to average 158 staff-hours per month.
Should the actual schedule require more or less CM services than proposed, adjustments to this estimate may be required.
Overtime, rain, holidays, and potential time extensions or delays may result in additional CM services.
A contingency of 20 rain days have been included with the Level of Effort

Summary

Harris & Associates.

Project	Capitola/Jewel Box Sewer Replacement	**Opportunity Tracker**	180-0022.01
Client	Santa Cruz County	**Submission Date**	4/2/2019

Burdened Labor Costs

Firm		Service	Diversity	RT	OT	SUBTOTAL
Harris	Harris & Associates	Construction Management	OBE	$ 506,442.87	$ -	$ 506,442.87
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
				$ -	$ -	$ -
			SUBTOTAL	$ 506,442.87	$ -	$ 506,442.87

Direct Costs

Firm		Service	Diversity	RAW	MARKUP	SUBTOTAL
Harris	Harris & Associates	Construction Management	OBE		$ -	$ 20,900.00
			SUBTOTAL	$ -	$ -	$ 20,900.00

Total Costs	**$ 527,342.87**

Assumptions

Fees are based on Harris contract starting April 2019 and ending June 2020.

Fees are based on construction starting May 2019 and ending April 2020.

Holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (two days), Christmas Day.

Rate escalations of 3.50% occur annually (with concurrence) in January and are included in this proposal.

Harris to provide computer, cell phone, and software for construction management services.

Overtime Inspection, if necessary, will include premium time for non-exempt employees.

Full-time field personnel expected to average 158 staff-hours per month.

Should the actual schedule require more or less CM services than proposed, adjustments to this estimate may be required.

Overtime, rain, holidays, and potential time extensions or delays may result in additional CM services.

A contingency of 20 rain days have been included with the Level of Effort

Level of Effort - REGULAR TIME

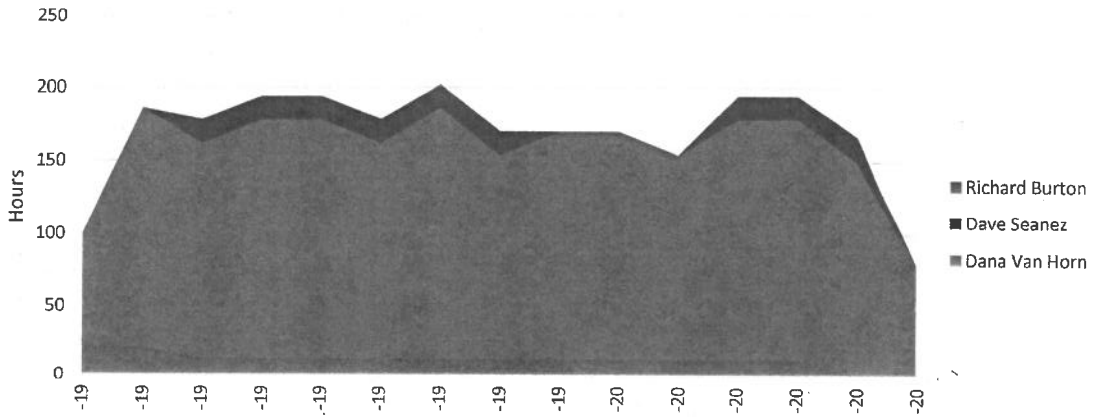
Harris & Associa

Project	Capitola/Jewel Box Sewer Replacement	**Opportunity Tracker**	180-0022.01
Client	Santa Cruz County	**Submission Date**	4/2/2019

Phase	Start	End	Days
Pre-Construction	Apr 2019	Apr 2019	22
Construction	May 2019	Apr 2020	262
Close-Out	May 2020	Jun 2020	43
Warranty Walkthrough			

	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	
	30	31	30	31	31	30	31	30	31	31	29	31	30	31	30	Calendar Days/Month
	21	21	19	21	21	19	22	18	20	20	18	21	21	19	21	Work Days/Month
	166	166	150	166	166	150	174	142	158	158	142	166	166	150	166	Hours/Month

Position	Name	Firm	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Project Manager	Dana Van Horn	Harris	20	20	12	12	12	12	12	12	12	12	12	12	12			172
Construction Manager	Dave Seanez	Harris	80	166	150	166	166	150	174	142	158	158	142	166	166	150	80	2214
Peak Inspector	Richard Burton	Harris			16	16	16	16	16	16				16	16	16		144
CM Support	Carol Johnson	Harris	40	80	80	80	64	64	64	64	64	64	64	64	64	64	40	960



Costs - REGULAR TIME

Harris & Associates.

Project	Capitola/Jewel Box Sewer Replacement	**Opportunity Tracker**	180-0022.01
Client	Santa Cruz County	**Submission Date**	4/2/2019

Position	Name	Firm	Year 1			Year 2			Year 3			Year 4			Year 5			Total Hours	Total Cost
			Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost		
Project Manager	Dana Van Horn	Harris	124	$ 182.44	$ 22,622.56	48	$ 188.83	$ 9,063.62	0	$ 195.43	$ -	0	$ 202.27	$ -	0	$ 209.35	$ -	172	$ 31,686.18
Construction Manager	Dave Seanez	Harris	1352	$ 159.97	$ 216,279.44	862	$ 165.57	$ 142,720.43	0	$ 171.36	$ -	0	$ 177.36	$ -	0	$ 183.57	$ -	2214	$ 358,999.87
Peak Inspector	Richard Burton	Harris	96	$ 167.16	$ 16,047.36	48	$ 173.01	$ 8,304.51	0	$ 179.07	$ -	0	$ 185.33	$ -	0	$ 191.82	$ -	144	$ 24,351.87
CM Support	Carol Johnson	Harris	600	$ 93.98	$ 56,388.00	360	$ 97.27	$ 35,016.95	0	$ 100.67	$ -	0	$ 104.20	$ -	0	$ 107.84	$ -	960	$ 91,404.95
		TOTALS	2172		$ 311,337.36	1318		$ 195,105.51	0		$ -	0		$ -	0		$ -	3490	$ 506,442.87

Direct Costs

Harris & Associates.

Project	Capitola/Jewel Box Sewer Replacement	**Opportunity Tracker**	180-0022.01
Client	Santa Cruz County	**Submission Date**	4/2/2019

Harris Direct Costs

Firm		Item	Unit Type	Units	Unit Cost	SUBTOTAL
Harris	Harris & Associates	Office Supplies	Month	14	$ 300.00	$ 4,200.00
Harris	Harris & Associates	Miscellanious	Lump Sum	1	$ 2,000.00	$ 2,000.00
Harris	Harris & Associates	Vehicles	Month	14	$ 1,050.00	$ 14,700.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ 20,900.00

Subconsultant Direct Costs

Firm		Item	Unit Type	Units	Unit Cost	SUBTOTAL
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ -

Total Direct Costs	**$ 20,900.00**

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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: CONTRACT REASSIGNMENTS FROM QUINCY ENGINEERING, INC. TO MURRAYSMITH, INC.

Members of the Board:

On January 31, 2019 Quincy Engineering, Inc.'s water group was transferred to Murraysmith, Inc. (Murraysmith) by means of acquisition. Murraysmith is a multi-disciplinary civil engineering design firm, with a water and wastewater division. They have multiple offices in the western United States. The team of engineers from Quincy Engineering that have worked with the District will continue their work with on-going District projects out of the Roseville, CA office. The District has multiple active contracts and purchase orders with Quincy Engineering, Inc.:

1. The Secondary Force Main Feasibility Study (18D0204)
2. The On-Call Sanitation Engineering Services Contract (19B01241)
3. The Arana Pump Station Reconstruction (18D0269)
4. The Arana Trunkline Preliminary Surveying Services (19B01459)
5. The Environmental Services for the Arana Trunkline (19P03993)
6. Schwan Pump Station Generator Building Project (18D0272)
7. East Cliff Transmission Main Relocation at Murray Street Bridge (19D0324)

Quincy Engineering, Inc. requests reassignment of their District contracts to Murraysmith, Inc. Murraysmith agrees to all the terms, conditions, and obligations of the contracts and their amendments.

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

1. Approve the attached amendments to agreements and purchase orders for the projects listed above, assigning them to Murraysmith, Inc.; and

2. Authorize the District Engineer to sign the Consent to Assignment of Contract, as requested by Quincy Engineering, Inc.

Yours truly,

MATT MACHADO
District Engineer

AT/tlp:B2008.docx
Attachments

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 18D0204, approved June 8, 2017, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, and Quincy Engineering, Inc., for a Feasibility Study Agreement for the Secondary Force Main from the D.A. Porath Sanitation Facility to the City of Santa Cruz's Wastewater Treatment Plant:

Quincy Engineering, Inc., hereby assigns the contract, including its positions and obligations on the contract to Murraysmith, Inc. Murraysmith, Inc., will fully assume all of Quincy Engineering, Inc.'s terms, conditions, and obligations of the Contract (and its Amendments).

The term of this contract shall be the date of the original contract through project completion.

All other provisions of said contract shall remain the same.

MURRAYSMITH, INC.

By: _____
SIGNED

_____
PRINTED

Company Name: MURRAYSMITH, INC.

Address: 3400 DOUGLAS BLVD., STE. 190
ROSEVILLE, CA 95661

Telephone: 916-266-7808

Fax: _____

Email: TODD.KOTEY@MURRAYSMITH.US

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

MATHEW J. MACHADO
DISTRICT ENGINEER
PRINTED

APPROVED AS TO INSURANCE

_____
RISK MANAGEMENT

APPROVED AS TO FORM

_____
DISTRICT COUNSEL

DISTRIBUTION:
Sanitation Engineer/Operations
Fiscal
Contractor

B2009.docx

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 18D0269, approved May 3, 2018, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, and Quincy Engineering, Inc., for design of a new pump station to replace the existing Arana Pump Station, as outlined in the scope of services, dated April 30, 2018:

Quincy Engineering, Inc., hereby assigns the contract, including its positions and obligations on the contract to Murraysmith, Inc. Murraysmith, Inc., will fully assume all of Quincy Engineering, Inc.'s terms, conditions, and obligations of the Contract (and its Amendments).

The term of this contract shall be the date of the original contract through project completion.

All other provisions of said contract shall remain the same.

MURRAYSMITH, INC.

By: _____
SIGNED

_____
PRINTED

Company Name: MURRAYSMITH, INC.

Address: 3400 DOUGLAS BLVD., STE. 190
ROSEVILLE, CA 95661

Telephone: 916-266-7808

Fax: _____

Email: TODD.KOTEY@MURRAYSMITH.US

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

MATHEW J. MACHADO
DISTRICT ENGINEER
PRINTED

APPROVED AS TO INSURANCE

_____
RISK MANAGEMENT

APPROVED AS TO FORM

_____
DISTRICT COUNSEL

DISTRIBUTION:
Sanitation Engineer/Operations
Fiscal
Contractor

B2010.docx

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 18D0272, approved June 14, 2018, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, and Quincy Engineering, Inc., for design of a new 16-foot by 10-foot addition for a generator on the east side of the Schwan Pump Station, as outlined in the scope of services, dated May 8, 2018:

Quincy Engineering, Inc., hereby assigns the contract, including its positions and obligations on the contract to Murraysmith, Inc. Murraysmith, Inc., will fully assume all of Quincy Engineering, Inc.'s terms, conditions, and obligations of the Contract (and its Amendments).

The term of this contract shall be the date of the original contract through project completion.

All other provisions of said contract shall remain the same.

MURRAYSMITH, INC.

By: _____
SIGNED

_____
PRINTED

Company Name: MURRAYSMITH, INC.

Address: 3400 DOUGLAS BLVD., STE. 190
ROSEVILLE, CA 95661

Telephone: 916-266-7808

Fax: _____

Email: TODD.KOTEY@MURRAYSMITH.US

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

MATHEW J. MACHADO
DISTRICT ENGINEER
PRINTED

APPROVED AS TO INSURANCE

_____
RISK MANAGEMENT

APPROVED AS TO FORM

_____
DISTRICT COUNSEL

DISTRIBUTION:
Sanitation Engineer/Operations
Fiscal
Contractor

B2011.docx

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 19D0324, approved December 6, 2018, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, and Quincy Engineering, Inc., for Reconstruction, Removal, and Abandonment of a Portion of East Cliff Transmission Main as Part of Murray Street Bridge Seismic Retrofit Project as outlined in the Memorandum of Understanding (MOU) with the City of Santa Cruz and incorporate the terms listed in the MOU to the extent applicable to the parties to this Independent Contractor Agreement:

Quincy Engineering, Inc., hereby assigns the contract, including its positions and obligations on the contract to Murraysmith, Inc. Murraysmith, Inc., will fully assume all of Quincy Engineering, Inc.'s terms, conditions, and obligations of the Contract (and its Amendments).

The term of this contract shall be the date of the original contract through project completion.

All other provisions of said contract shall remain the same.

MURRAYSMITH, INC.

By: _____
SIGNED

_____
PRINTED

Company Name: MURRAYSMITH, INC.

Address: 3400 DOUGLAS BLVD., STE. 190
ROSEVILLE, CA 95661

Telephone: 916-266-7808

Fax: _____

Email: TODD.KOTEY@MURRAYSMITH.US

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

MATHEW J. MACHADO
DISTRICT ENGINEER
PRINTED

APPROVED AS TO INSURANCE

_____
RISK MANAGEMENT

APPROVED AS TO FORM

_____
DISTRICT COUNSEL

DISTRIBUTION:
Sanitation Engineer/Operations
Fiscal
Contractor

B2012.docx

March 8, 2019

Matt Machado, Director
Santa Cruz County Sanitation District
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Re: Consent to Assignment of Contract

Dear Matt,

Reference is made to the following projects:

Secondary Force Main Feasibility Study Agreement (18D0204), dated as of June 8, 2017

On-call Sanitation Engineering Services (PO No. 18B01241), dated as of April 9, 2018

Arana Pump Station Reconstruction Engineering Consulting Services (18D0269), dated as of June 26, 2018

Engineering to Perform Preliminary Surveying for Arana Trunk Line (PO No. 19B01459), dated as of September 27, 2018

Environmental Services for Arana Trunk Line (PO No. 19P03993), dated as of December 20, 2018

Schwan Pump Station Generator Building Project (18D0272), dated as of June 27, 2018

East Cliff Transmission Main Relocation at Murray Street Bridge (18D0324), dated as of January 11, 2019

In accordance with Section II Nonassignment of the Contracts, Quincy Engineering, Inc. ("Quincy") requests to assign the contract to Murraysmith, Inc. ("Murraysmith"). Murraysmith agrees to all terms, conditions, and obligations of the Contract (and its Amendments).

Please acknowledge your consent to the Assignment of the Contract from Quincy to Murraysmith, Inc. by executing this letter where indicated below and returning an executed copy to Whitney Scharback at whitney.scharback@murraysmith.us. If you have any questions regarding this request for consent, please direct them to Todd Kotey at todd.kotey@murraysmith.us or by phone at 916-266-7804.

We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Very truly yours,

MURRAYSMITH, INC.

By:_____
Chris Rayasam, President/CEO

QUINCY ENGINEERING, INC.

By:_____
John S. Quincy, President & CEO

The undersigned hereby consents to the Assignment:

Santa Cruz County Sanitation District

By:_____

Name:_____

Title:_____

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

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: MAY 2, 2019

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

SUBJECT: APTOS ESPLANADE PUMP STATION VALVE REPLACEMENTS

Members of the Board:

On September 6, 2018 your Board approved a contract with HydroScience Engineering Inc., of Sacramento, California to develop an action plan for the Aptos Transmission Main System from the Aptos Esplanade Pump Station and the dual force mains along McGregor Drive and Park Avenue. The action plan was completed in January 2019 and is presented here to your Board.

Based on the action plan, one of the priorities is to replace the worn gate valves for each force main at the pigging station to allow staff to "pig" the force mains and have improved control of the system. The replacement of the valves will also allow for improved reliability in the operation of the dual force mains before the next winter.

Southwest Valve, LLC of Fresno, California is proposing Milliken/Pratt knife gate valves to replace the failing gate valves. The lead time for the valves is approximately eighteen weeks and there are insufficient funds in the equipment budget this fiscal year. Sufficient funds will be available with the transfer of funds in the approved 2018/2019 District budget East Cliff/Pump Station/Line Equipment (GL625175-62330/P53152) to Motorized Valves (GL625175-86204/P53246).

It is therefore recommended that the Board of Directors approve the purchase of the knife gate valves outlined in the attached proposal in the amount of $83,277.59 from Southwest Valve, LLC.

Yours truly,

MATT MACHADO
District Engineer

BB/tlp:B2014.docx
Attachments

COUNTY OF SANTA CRUZ

REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

Department: Santa Cruz County Sanitation District Date 5/2/2019

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 2018.

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	

BATCH #	
DATE	Keyed By:

	GL KEY	GL OBJECT	JL KEY	JL OBJ	AMOUNT	ACCOUNT DESCRIPTION
TRANSFER TO	625175	86204	P53246		6850000	Motorized Valves
TRANSFER FROM	625175	62330	P53152		6850000	RCE- East Cliff/Pump Station/Line Equip

Explanation:

Transfer $68,500 from Job Ledger, Key P53152 - RCE - East Cliff/Pump Station/Line Equipment to Job Ledger, Key P53246 - Motorized Valves

Name L. Moore Title: Assistant Director of Admin. Services

Chief of Fiscal Services Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Chief of Fiscal Services, by L. Moore, Deputy Date 4-25-19

County Administrative Officer's Action: | | **Recommended to Board** | | **Approved** | | **Not Recommended or Approved**

County Administrative Officer _____ Date _____

State of California } ss. County of Santa Cruz } As the Clerk of the Board of Supervisors of the Santa Cruz County Sanitation District, I do hereby certify that the foregoing request f Transfer 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____, By _____, Deputy Clerk

(A-C)* Desc: _____ Item: _____ - Budget Transfer
BRD. NAME AGENDA DATE. ITEM NO.

A-C Review		

Distribution:
White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy
Yellow-Auditor-Controller Pink-Originating Department

AUD74 (Rev 05/17)

Southwest Valve, LLC
402 W. Bedford #111
Fresno, CA 93711
559.261.2703 Tel
559.261.2711 Fax
d.burrell@southwestvalve.com

Southwest Valve, LLC™

QUOTATION

Please refer to this Quotation Number when placing order.

TO:

Quotation No. DB03281901 Rev2
Date: 3/28/2019
Project Name: Esplanade PS
Bid Date:

Shipping Terms: FOB Factory
Freight: Pre Pay & Allowed
Terms: Net 30 Days
Estimated Shipment: 16-18 weeks ARO

Special Notes:

ITEM	SIZE	DESCRIPTION	QTY.	PRICE (ea)	TOTAL
01	18"	Knife Gate valve, Pratt/LVC figure 193-A-A4B-AR bonneted valve, cast 304 SST body, Extension spool to fit existing gate valve lay length, ANSI class 150 flanges, 304 SST wetted parts, 304 SST internal non-rising stem, Sized for existing Rotork actuator. LVC will mount and test existing actuator.	1	$33,993.00	$33,993.00
02	20"	Knife Gate valve, Pratt/LVC figure 193-A-A4B-AR bonneted valve, cast 304 SST body, Extension spool to fit existing gate valve lay length, ANSI class 150 flanges, 304 SST wetted parts, 304 SST internal non-rising stem, Sized for existing Rotork actuator. LVC will mount and test existing actuator.	1	$41,858.00	$41,858.00
03		Sales Tax @ 9.0%	1	$6,826.59	$6,826.59
04		Freight to send actuators to the factory	1	$600.00	$600.00
		Pricing does not include: Installation Removal of the actuators Valves will replace existing FIVALCO gate valves and are provided with spacers to meet existing opening. Existing Rotork actuators will be used and it is assumed they are in proper working order. Southwest Valve will visit the site as required to verify dimensions			
				TOTAL =	$83,277.59

For acceptance within 30 days.

BY Dave Burrell
SOUTHWEST VALVE, LLC

Southwest Valve Terms and Conditions of Quotation

1. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation

2. All items listed are based on Southwest Valve's interpretation of the requirements in accordance with the plans and specifications. No warranty is made regarding quantities, materials of construction or type of materials quoted.

3. Shipping dates are approximate and are based on dates provided by the manufacturers at time of bid

4. Any materials not specifically quoted are to be supplied by others.

5. Operation, Installation and Maintenance of materials quoted are the responsibility of the owner or contractor Unless specified otherwise, all actuators will be mounted in the manufacturers facility. Orientation of the actuators in the responsibility of the owner, contractor or client prior to release of material for fabrication.

6. Unless stated otherwise, start-up and training are not included.

7. Unless stated otherwise, sales tax, freight, fees or duties are not included

8. Any attachments or listed documents are considered a part of this quotation

9. We retain the right to modify this quote if any changes are made to the plans and/or specifications. Where materials listed in this quotation differ from the specifications we retain the right to offer a revised quotation.

DATE: 4/12/2019
LUCITY: 2019/03/14-014

SEWAGE OVERFLOW REPORT

PRIVATE (Check if Applies)

Reporting Party	**Kailash**	**Phone**	**831-475-7300**
Reporting Party Address	**Capitola City Worker**	**City**	**Capitola**
Discharger	**SCCSD**	**Basin**	**CE**

Date of Overflow: 3/14/19	**Time Overflow Began: 12:35 PM**	**Time Overflow Stopped: 2:31 PM**

Responding Crew:	Daniel Ortega, Joe Vega, Faran Sanchez, Carlos Vazquez, Francisco Marquez, Beatriz Barranco, Rene Hernandez, Monica Tomlinson, Marisol Goulett, Mike Rible, Tom Speziale, Scott Dimig.
Location/Address of Overflow Origin	Manhole CE 111 Located on Capitola Avenue.
Spill Volume: **50 gal** Recovered: **45 gal**	PATH OF FLOW: From MH CE 111 to street curb and paved surface area. Spill did not reach a separate storm drain.

Water body/Bodies Affected: None

Cause of Overflow: Blockage caused by roots, rags and grease.

Action taken to stop overflow: High pressure jetting was used to remove the solids and clear the sewer main.

Time Cleanup Began: 2:40 PM	**Time Cleanup Completed: 4:30 PM**

Discussion of Cleanup: Field crew washed down street curb and paved surface area at the same time vacuumed up approximately 45 gallons.

Were Public Health Warnings Posted, And If So, Where? No	**Number of Prior Overflows in Same Location in Last Three Years?** None

Discussion of Measures Taken To Prevent Overflows: Add line to a 30 day flush schedule.

CAL OES * **Contact:** N/A **Date/Time:** **PHONE # (800) 852-7550**	**Environmental Health: x5010** **EMAIL: JOHN RICKER** **DATE/TIME:**	**CIWQS Spill Category:** 3

**Only make report to CAL OES if spill is 1000 gallons or above.*
Additional Notifications, Notes and Info from Dispatch:

SIGNATURE / TITLE Assistant Superintendent	**DATE** 4/18/19

Rev. 180206

Rev. 6-7-2016

DATE: 4/15/2019
LUCITY: 2019/04/06-001

SEWAGE OVERFLOW REPORT

PRIVATE (Check if Applies)

Reporting Party	**Craig Enos**	**Phone**	**831-818-6092**
Reporting Party Address	**681 35th Ave.**	**City**	**Santa Cruz**
Discharger	**SCCSD**	**Basin**	**ES**

Date of Overflow:4/6/19	Time Overflow Began: **10:50AM**	Time Overflow Stopped: **10:52AM**

Responding Crew:	Ramon Sandoval, Daniel Ortega, Carlos Vazquez.
Location/Address of Overflow Origin	Sewer cleanout on property 681 35th Ave.
Spill Volume: 1 gal Recovered: 0	PATH OF FLOW: Into soil ground on homeowner's property.

Water body/Bodies Affected: None

Cause of Overflow: Blockage caused by roots, rags and solids.

Action taken to stop overflow: High pressure jetting was used to remove the solids and clear the sewer main.

Time Cleanup Began: **12:21PM**	Time Cleanup Completed: **12:36PM**

Discussion of Cleanup: Remove rags around sewer cleanout on homeowner's yard.

Were Public Health Warnings Posted, And If So, Where? No	**Number of Prior Overflows In Same Location in Last Three Years?** None

Discussion of Measures Taken to Prevent Overflows: Add line to list for chemical root treatment.

CAL OES * **Contact:** N/A **Date/Time:** **PHONE # (800) 852-7550**	**Environmental Health: x5010** **EMAIL: JOHN RICKER** **DATE/TIME:**	CIWQS Spill Category: 3

**Only make report to CAL OES if spill is 1000 gallons or above.*
Additional Notifications, Notes and Info from Dispatch:

SIGNATURE / TITLE Assistant Superintendent	**DATE** 4/18/19

Rev. 180206

Rev. 6-7-2016