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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA
Santa Cruz County Sanitation District
Seven Hundred Twenty-second Regular Meeting

Thursday, March 3, 2016
4:45 P.M.

D. A. Porath Sanitation Facility
2750 Lode Street

Page #

1. **ROLL CALL**

2. **APPROVAL OF MINUTES OF FEBRUARY 4, 2016** . . . . . 2-1 thru 2-3

3. **ORAL COMMUNICATIONS**

4. **2016/2017 SEWER SERVICE CHARGES NOTICE OF PUBLIC HEARING**: Consider setting a public hearing regarding adoption of the 2016/2017 sewer service charges.

   a. Letter of the District Engineer . . . . . 4-1 thru 4-3
   b. Notices of Public Hearing
      i. Mailer . . . . . 4-4 thru 4-5
      ii. Newspaper 4-6
   c. Letter of Hornberger Engineering 4-7
   d. 2016/17 Revenue Study . . . . . 4-8 thru 4-17

5. **AMENDMENT TO AGREEMENT WITH HDR ENGINEERING INC., FOR PROFESSIONAL ENGINEERING DESIGN AND CONSULTING SERVICES DURING CONSTRUCTION OF THE 14TH AND 16TH AVENUE PUMP STATION ABANDONMENT PROJECT:** Consider approving an independent contractor agreement amendment with HDR Engineering, Inc., for additional engineering services and an increase in contract for a not to exceed amount of $16,201.

   a. Letter of the District Engineer . . . . . 5-1 thru 5-2
   b. Independent Contractor Agreement Amendment 5-3
   c. Proposal/Scope of Work (Exhibit "A") . . . . . 5-4 thru 5-19
   d. Engineering Labor Hours and Budget (Exhibit "B") 5-20
   e. Management of Labor and Budget (Exhibit "C") . . . . . 5-21 thru 5-22

6. **SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT UPDATE:** Review work performed on the subject project.

   a. Letter of the District Engineer 6-1

Page #

7. **ORDINANCE NO. 131, RECODIFYING TITLE 2, SECTION 2.04.025 OF THE DISTRICT CODE, REGARDING CONTRACTING FOR CONSTRUCTION, MAINTENANCE, OR REPAIR**: Consider adopting Ordinance No. 131 recodifying Section 2.04.025 to Section 2.04.140.

   a. Letter of the District Engineer 7-1
   b. Ordinance No. 131, Recodifying Title 2, Section 2.04.025 of the District Code, Regarding Contracting for Construction, Maintenance, or Repair
      i. Showing Revisions . . . . . 7-2 thru 7-3
      ii. Final Version . . . . . 7-4 thru 7-5

PROCEDURE FOR ADOPTING ORDINANCE NO. 131
1. Chairperson asks secretary to read title; **2. Secretary reads title;** **3. Director moves detailed reading be waived;** **4. Director moves adoption of ordinance in concept and placement on next available agenda for final adoption.**

8. **EARTH DAY SANTA CRUZ 2016**: Consider approving a contribution of $1,200 from the existing public outreach budget to help fund Earth Day activities planned for the San Lorenzo Park benchlands on April 16, 2016.

   a. Letter of the District Engineer 8-1
   b. Earth Day Budget 8-2

9. **SEWAGE SPILL REPORTS:** Review sewage spill reports transmitted to the California Regional Water Quality Control Board, Central Coast Region.

   a. 719 Clubhouse Drive, Aptos 9-1

10. **WRITTEN CORRESPONDANCE:**

   a. Letter from Rhonda J. Waldron-Hood regarding Noble Gulch Trunkline Relocation Project . . . . . 10-1 thru 10-2

11. **ADJOURNMENT TO MARCH 17, 2016**

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

February 4, 2016
4:45 P.M.

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

* *

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

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

ABSENT: Director Leopold

APPROVAL OF MINUTES OF JANUARY 14, 2016 -approved

Upon motion of Director Friend, duly seconded by Chairperson Harlan, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the minutes of January 14, 2016, be and are hereby approved.

ORAL COMMUNICATIONS - NONE

EMERGENCY SEWER REPAIR – CENTER AVENUE AT STATE PARK DRIVE R1-1347, JOB NUMBER 53130 -ratified

The Operations Manager, John Swenson, explains the subject item and recommends that the Board consider ratifying an emergency contract with Forty-Niner Rooter and authorize payment in the amount of $39,179.64 for emergency sewer work on Center Avenue, Aptos.

Upon motion of Director Friend, duly seconded by Chairperson Harlan, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the emergency contract with Forty Niner Rooter be and is hereby authorized for payment in the amount of $39,179.64.

D. A. PORATH FACILITY - WET WEATHER RETENTION BASIN PROJECT - AWARD OF CONTRACT -awarded

The District Engineer, John Presleigh, explains the subject item and recommends that the Board consider awarding the subject contract to the low bidder.

Upon motion of Director Friend, duly seconded by Chairperson Harlan, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the bid of Anderson Pacific Construction Engineering, Inc., of Santa Clara, California, in the amount of $1,168,000.00 be and is hereby accepted and the contract awarded. Further, the District Engineer is authorized to sign said contract on behalf of the Santa Cruz County Sanitation District; the attached contract change order policy for this project is approved; and the District Secretary directed to process said contract and take any other related actions necessary.

NOBLE GULCH SEWER IMPROVEMENT PROJECT, UPDATE ON AGREEMENTS WITH THE CITY OF CAPITOLA AND NEGOTIATIONS WITH BROOKVALE TERRACE MOBILE HOME PARK AND SOQUEL GLEN MOBILE HOME PARK - reviewed

Mr. Presleigh explains the subject item to the Board and recommends that they accept and file the report.

Upon motion of Director Friend, duly seconded by Chairperson Harlan, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the subject update report be and is hereby accepted and filed.

SEWER SERVICE CHARGE REFUND REQUEST - APN 028-224-16 -approved

Mr. Presleigh explains the subject item and recommends that the Board consider approving a sewer service charge refund request for the subject APN.

Upon motion of Director Friend, duly seconded by Chairperson Harlan, it is ordered by the Board, by unanimous voice vote, with Director Leopold being absent, that the subject sewer service charge refund request for APN 028-224-16 be and is hereby approved.

SEWAGE SPILL

The Board reviews a sewage spill report for 5955 Soquel Drive which has been transmitted to the California Regional Water Quality Control Board, Central Coast Region.

WRITTEN CORRESPONDENCE:

The Board reviews a letter to the City of Santa Cruz transmitting the annual pretreatment program report for 2015.

ORAL COMMUNICATIONS

Charter Cable Interviews

Chairperson Harlan states that she and Director Friend are going to be interviewed by Charter Television (Channel No.188). She adds that she recently viewed a very interesting Charter Television segment where they interviewed officials from the City of Morro Bay regarding their wastewater treatment plant. She adds that anyone who is interested can view it on YouTube.

State Parks

Mr. Presleigh relates that he received word from State Parks that they have experienced a major pothole failure in the area where the District's old Aptos Transmission line was located, and the District is very lucky that the line was relocated when it was, as it could have experienced catastrophic spill problems as a result of this failure.

ADJOURNMENT

There being no further business to come before the Board, Chairperson Harlan hereby adjourns this meeting of the Board to the next scheduled meeting, to be held Thursday, February 18, 2016, at 4:45 p.m., at the D. A. Porath Sanitation Facility meeting room, 2750 Lode Street, Santa Cruz, California.

Lynn Scally
Secretary

Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MARCH 3, 2016

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

SUBJECT: 2016/2017 SEWER SERVICE CHARGES
NOTICE OF PUBLIC HEARING

Members of the Board:

Attached for your Board's review is a copy of the notice of public hearing for the proposed 2016/2017 sewer service charge rates. The proposed 2016/2017 sewer service charges have been developed by the District's revenue consultant, Hornberger Engineering, based on his 2016/2017 report, which is also attached for your review.

The proposed service charges reflect an overall 2.6 percent increase over 2015/2016. This is lower than the 4.6 percent increase that was projected in the 2015/2016 Revenue Study for this year, and matches the 2.6 percent San Francisco/ Oakland/ San Jose Bay Area Consumer Price Index (CPI). The increase is primarily related to increased capital contributions and general inflation. In order to address the need for funding capital improvement projects, obtaining a State Revolving Fund (SRF) loan is included in the rate calculations and projections.

Pursuant to prior Board direction, the attached mailer also provides special notice concerning the District's low water use program, as well as notice to customers regarding these proposed service charge increases. The mailer also includes a notice reminding property owners of their responsibility for installing sewage overflow or backflow protective devices. Approximately 22,000 notices will be printed and mailed following your approval at this evening's meeting.

Based on the program developed by Hornberger Engineering, the proposed sewer service charges for 2016/2017 are as follows:

USER GROUP	EXISTING CHARGES 2015/2016	PROPOSED CHARGES 2016/2017
Single Family Residence	$729.84 per year	$749.28 per year
Multiple Family Residence	$609.84 per year	$626.04 per year
Condo/Townhome	$609.84 per year	$626.04 per year
Low Water Use SFD	$609.84 per year	$626.04 per year
Mobile Home	$526.68 per year	$540.84 per year
Bakeries/Donut Shops	$279.84/year plus $10.70/HCF	$284.64/year plus $10.81/HCF
Restaurants/Catering	$279.84/year plus $10.70/HCF	$284.64/year plus $10.81/HCF
Food Processing	$279.84/year plus $12.64/HCF	$284.64/year plus $12.47/HCF
Funeral Parlor/Mortuary	$279.84/year plus $12.64/HCF	$284.64/year plus $12.47/HCF
Other Business (General)	$279.84/year plus $7.15/HCF	$284.64/year plus $7.39/HCF
All Schools (by water use)	$279.84/year plus $6.82/HCF	$284.64/year plus $7.09/HCF
Elementary and Middle Schools (by ADA)	$279.84/year plus $18.21/ADA	$284.64/year plus $18.94/ADA
High Schools (by ADA)	$279.84/year plus $27.36/ADA	$284.64/year plus $28.45/ADA
Community Colleges	$279.84/year plus $24.08/FTES	$284.64/year plus $25.04/FTES
State Parks	$279.84/year plus $6.82/HCF	$284.64/year plus $7.09/HCF
Dominican Hospital	$279.84/year plus $7.57/HCF	$284.64/year plus $7.78/HCF
Chaminade	$279.84/year plus $10.62/HCF	$284.64/year plus $10.59/HCF
Septic tanks/Vacant land	$0.00	$0.00

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

Therefore, it is recommended that your Board take the following actions:

1. Direct the District Engineer to prepare an ordinance amending District Code Title 5, Article III, Sections 5.04.180 through 5.04.225, and return to your Board on May 5, 2016, for its adoption in concept;

2. Set a public hearing on the adoption in concept of this ordinance for May 5, 2016, at 4:45 p.m.;

3. Direct the District Engineer to mail the attached Notice of Public Hearing to all affected property owners at least 45 days prior to the May 5, 2016, public hearing; and

4. Direct the District Secretary to advertise the attached notice of public hearing once a week for two weeks prior to the date set for the public hearing in a newspaper of general circulation.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

KE:tlp/b946

Attachments

copy: Gary Hornberger

Low Water Users
Sewer Service Charge Reduction Program

If you are a resident whose property is a single-family dwelling (not a condo or townhouse), you may qualify for a reduction in your sewer service charge.

How to Qualify

If your April water bill statement shows a winter water usage total of 18 HCF or less for the months of December through March, you will qualify.

How to Apply

You must apply every year

Submit a copy of your April water bill statement via hardcopy, email, or fax:

SCCSD
701 Ocean St, Rm 410
Santa Cruz, CA 95060

LowWater@santacruzcounty.us

Fax: 831-454-2089

Yearly Application Deadline: June 15

Failure to reapply each year will disqualify individuals from this program for that tax year.

For properties that are not owner occupied, please submit a copy of the tenant's water bill. SCCSD is not your water provider and unable to access copies of your water bills.

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

TO: CURRENT RESIDENT or:

Santa Cruz County Sanitation District
701 Ocean St Rm 410
Santa Cruz CA 95060

NOTICE OF PUBLIC HEARING

Sewer Service Charge Changes

Thursday May 5, 2016

Santa Cruz County Sanitation District

http://www.dpw.co.santa-cruz.ca.us/sanitation.htm

Sewer service provider for Live Oak, Capitola, Aptos, & Soquel

Public Hearing: May 5, 2016

The Santa Cruz County Sanitation District is committed to providing excellent service to the community. The District serves over 28,000 customers, maintains 185 miles of sewer lines, and 33 pump stations, built anywhere from 20 to 70 years ago. This 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 2016/2017. For an average single family residence, the increase will be $1.62 per month.

The Board of Directors of the Santa Cruz County Sanitation District, at their May 5, 2016, 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 follows:

USER GROUP	CURRENT CHARGES 2015/16	PROPOSED CHARGES 2016/17
Single Family Residence	$729.84 per year	$749.28 per year
Multiple Family Residence	$609.84 per year	$626.04 per year
Condo/Townhome	$609.84 per year	$626.04 per year
Low Water Use SFD	$609.84 per year	$626.04 per year
Mobile Home	$526.68 per year	$540.84 per year
Bakeries/Donut Shops	$279.84 per year plus $10.70/HCF	$284.64 per year plus $10.81/HCF
Restaurants/Catering	$279.84 per year plus $10.70/HCF	$284.64 per year plus $10.81/HCF
Food Processing	$279.84 per year plus $12.64/HCF	$284.64 per year plus $12.47/HCF
Funeral Parlor/Mortuary	$279.84 per year plus $12.64/HCF	$284.64 per year plus $12.47/HCF
Other Business (General)	$279.84 per year plus $7.15/HCF	$284.64 per year plus $7.39/HCF
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High Schools (by ADA)	$279.84 per year plus $27.36/ADA	$284.64 per year plus $28.45/ADA
Community Colleges	$279.84 per year plus $24.08/FTES	$284.64 per year plus $25.04/FTES
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Chaminade	$279.84 per year plus $10.62/HCF	$284.64 per year plus $10.59/HCF
Septic tanks/Vacant land	$0.00	$0.00

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

The charges above are based on service charge studies prepared for the District and follow the Revenue Program Guidelines of the State Water Resources Control Board. To determine if your single family residence may qualify for the District's low water service charge reduction program, or if you are unsure which user group(s) apply to your parcel, please call (831) 454-2413. 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.

Avoid Sewage Spills and Unnecessary Damage

Did you know it is the property owner's responsibility to install and maintain an overflow or backflow protective device on your sewer lateral when any building's lowest floor elevation is less than one foot above the rim elevation of the nearest upstream manhole? For further information regarding backflow prevention, please contact Calvin Smith at (831) 454-2801.

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 (831) 454-2160 (TDD number 831-454-2123) at least 72 hours in advance of the meeting to make arrangements.

4-5

FOR SEWER EMERGENCIES CALL THE 24-HOUR DISPATCH LINE AT (831) 477-3907

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Directors of the Santa Cruz County Sanitation District, at their May 5, 2016 meeting, at 4:45 p.m., in the D. A. Porath Sanitation Facility Meeting Room, at the end of Lode Street, off 26th Avenue, in Santa Cruz, California, will hold a hearing to allow for 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 follows:

USER GROUP	CURRENT CHARGES 2015/2016	PROPOSED CHARGES 2016/2017
Single Family Residence	$729.84 per year	$749.28 per year
Multiple Family Residence	$609.84 per year	$626.04 per year
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Chaminade	$279.84/year plus $10.62/HCF	$284.64/year plus $10.59/HCF
Septic tanks/Vacant land	$0.00	$0.00

(1) HCF = Hundred Cubic Feet (2) ADA = Average Daily Attendance (3) FTES = Full Time Equivalent Students

The charges above are based on service charge studies prepared for the District and follow the Revenue Program Guidelines of the State Water Resources Control Board. To determine if your single family residence qualifies for the District's low water service charge reduction program, or if you are unsure which user group(s) apply to your parcel, please call (831) 454-2413. Copies of the current service charge study are available at the office of the District Secretary, Governmental Center Building, at 701 Ocean Street, Room 410, Santa Cruz, CA 95060.

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FOR SEWER EMERGENCIES CALL THE 24-HOUR DISPATCH LINE AT (831) 477-3907.

- NEWSPAPER NOTICE -

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

February 22, 2016

Mr. John J. Presleigh, P.E.
District Engineer
Santa Cruz County Sanitation District
701 Ocean Street
Santa Cruz, CA 95060

Subject: Santa Cruz County Sanitation District
2016/17 Revenue Study

Dear Mr. Presleigh,

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 2016/17 through 2018/19. 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 2016/17 is 2.6%. This is lower than the 4.6% increase projected in the 2015/16 Revenue Study. 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

SANTA CRUZ COUNTY SANITATION DISTRICT

2016/17 REVENUE STUDY

February 2016

Hornberger Engineering
San Jose, California

4-8

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

SANTA CRUZ COUNTY SANITATION DISTRICT
PROPOSED 2016/17 FEE INCREASES

User Group	Proposed 2016/17 Fees		Existing 2015/16 Fees		2016/17 Increases
	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)	Change (%)
Single Family	$749.28		$729.84		2.7%
Townhomes & Condominiums	$626.04		$609.84		2.7%
Single Family-Low Flow	$626.04		$609.84		2.7%
Multiple Family	$626.04		$609.84		2.7%
Mobile Homes	$540.84		$526.68		2.7%
Bakeries/Donut Shops	$284.64	$10.81	$279.84	$10.70	1.1%
Restaurants/Catering	$284.64	$10.81	$279.84	$10.70	1.1%
Food Processing	$284.64	$12.47	$279.84	$12.64	-1.3%
Funeral Parlor/Mortuary	$284.64	$12.47	$279.84	$12.64	-1.3%
Other Businesses	$284.64	$7.39	$279.84	$7.15	3.0%
Schools (Sr. High ADA Basis) (1)	$284.64	$28.45	$279.84	$27.36	3.9%
Schools (Sr. High Usage Basis)	$284.64	$7.09	$279.84	$6.82	3.9%
Schools (Elem. & Jr. High ADA Basis) (1)	$284.64	$18.94	$279.84	$18.21	3.9%
Schools (Elem. & Jr. High Usage Basis)	$284.64	$7.09	$279.84	$6.82	3.8%
Junior Colleges (2)	$284.64	$25.04	$279.84	$24.08	4.0%
State Parks	$284.64	$7.09	$279.84	$6.82	3.8%
Dominican Hospital	$284.64	$7.78	$279.84	$7.57	2.8%
Chaminade	$284.64	$10.59	$279.84	$10.62	-0.3%
Overall Increase					2.6%

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

SANTA CRUZ COUNTY SANITATION DISTRICT
2016/17 REVENUE STUDY
February 2016

Introduction

The Santa Cruz County Sanitation District will require approximately 3% annual increases in revenue from fees for sewer service in the next three fiscal years, 2016/17 through 2018/19. The overall fee increase for 2016/17 developed in this study is 2.6%. These increases are primarily related to increased capital contributions 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. Updated winter water usage from the December 2013 Residential Flow Study has been incorporated in the development of the proposed 2016/17 residential fees. Residential usage will be updated in the following years.

Based on this updated information, proposed fees for sewer service in 2016/17 through 2018/19 have been calculated. The development of these fees is discussed in the following sections.

State 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 in prior years.

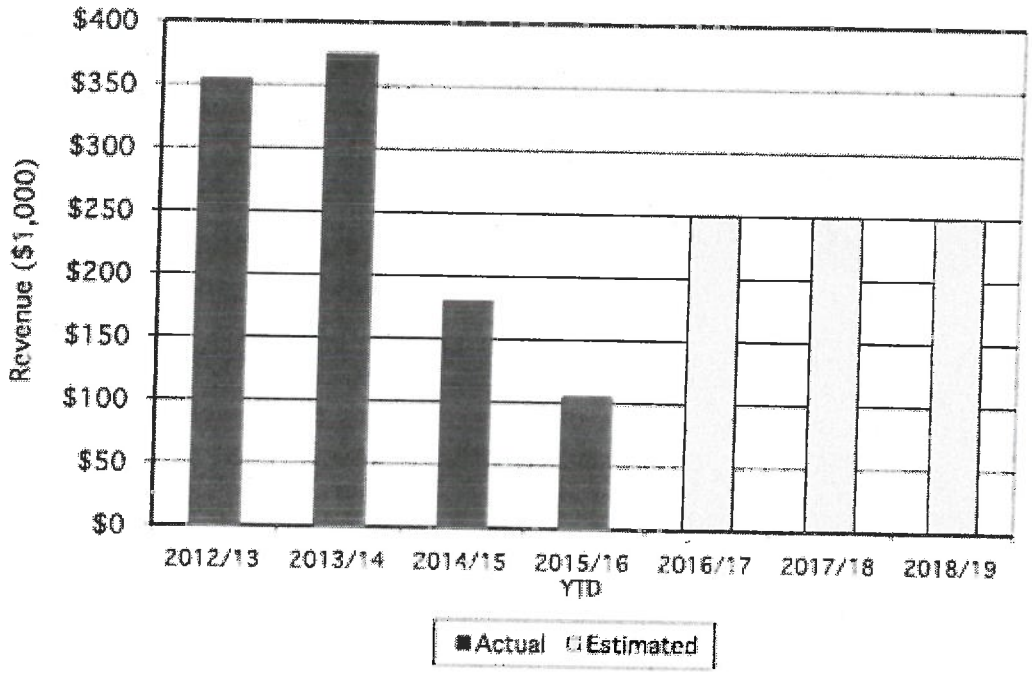
The Guidelines require that fees for sewer service be designed to recover adequate revenues for the operation and maintenance of the District's facilities. In addition, each user and user class must pay its proportional share of those costs, based on its proportional contribution to the total wastewater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

4-10

Connection Charge Revenue

Connection charge revenues for the three years of 2012/13 through 2014/15 averaged $303,000 per year, as shown in Figure 1. The 2015/16 connection charge revenue through December was $105,000. Based on the prior years, plus two major upcoming projects, connection charge revenues of $250,000 annually have been projected for the next three fiscal years.

Figure 1
Connection Charge Revenue



Capital Improvement Program

The Capital Improvement Program contribution adopted in the 2015/16 study was $2,500,000. This contribution amount will be increased to $3,225,000 in 2016/17. The contribution will be funded by $250,000 in connection charge revenue and $2,975,000 in sewer service fees. The Capital Improvement Program contribution will be increased to $3,350,000 in 2017/18 and to $4,950,000 in 2018/19.

4-11

Customer Revenue

The projected revenue received for sewer service under the current 2015/16 fees has increased by $266,000, as shown in Table 1. This is a combination of a $152,000 increase in residential revenue and a $114,000 increase in commercial revenue. The increase in customer revenue has the effect of reducing the proposed 2016/17 sewer service fees by 1.1%.

Table 1
2016/17 Customer Revenue

Year	Residential Revenue ($/year)	Commercial Revenue ($/year)	Total Revenue ($/year)
2015/16	$19,168,000	$4,125,000	$23,293,000
2016/17	$19,320,000	$4,239,000	$23,559,000
Difference	$152,000 0.8%	$114,000 2.8%	$266,000 1.1%

Operation and Maintenance Expenses

The projected operation and maintenance expenses, shown in Table 2, 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 increased slightly from those used in the 2015/16 fees. These include significant capital improvements at the treatment plant over the next three years. Major projects include $2.5 million for UV replacement, $0.9 million for water piping replacement, $1.0 million for transformer replacement and $1.5 million for laboratory modernization. The District's share is 8/17 of those project costs.

The District's O&M expense projections for the next fiscal year are 5.3% higher than those used in the 2015/16 fees. This includes increases in electrical maintenance and installation, pumping, fixed assets, engineering and other expenses. The overall increase in total operation and maintenance expenses for 2016/17 is $615,000, or 3.5%.

Table 2

4-12

2016/17 Operation and Maintenance Expenses

Year	Treatment ($/year)	District O & M ($/year)	Total ($/year)
2015/16	$6,263,000	$11,269,000	$17,532,000
2016/17	$6,278,000	$11,869,000	$18,147,000
Difference	$15,000 0.2%	$600,000 5.3%	$615,000 3.5%

Debt Service

The District issued the 2005 Wastewater Refunding Bonds to refund the Sewer Revenue Bonds of 1977, Series A, and to prepay the 1994 Certificates of Participation. The latter issue funded the District's share of the secondary treatment facilities. The debt service for the 2005 issue is shown in Table 3. The District's share of the annual debt service on the SRF loan for the secondary treatment and the debt service for the SRF loan for the Aptos Transmission Relocation Project are also shown.

In order to meet current project needs, the District anticipates applying for a series of low cost SRF loans starting in 2016/17. The initial loans will be in the amounts of $4.0 million in 2016/17 and $2.0 million in 2017/18. The interest rate will be 1.5% with a term of 20 years. Debt service will start one year after the loan proceeds are received. The proposed debt service for these loans is also shown in Table 3.

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 2014/15 was $105,000. Interest income for the first half of 2015/16 was $54,000. Based on these actual earnings, the projected interest income for 2016/17 is $100,000.

Table 3

4-13

District Debt Service

Item	Annual Debt Service		
	2016/17 ($/year)	2017/18 ($/year)	2018/19 ($/year)
2005 Refunding Bonds (1)	$549,000	$552,000	$99,000
SRF Loan - Treatment Plant	$1,576,000	$1,576,000	$1,576,000
SRF Loan - Aptos Transmission Project	$790,000	$790,000	$790,000
SRF Loan - New Projects		$233,000	$349,000
Total Debt Service	$2,915,000	$3,151,000	$2,814,000

(1) Reduced for $46,000 per year interest earnings in 2005 Refunding Bonds Reserve Fund.

Total Revenues

Projected revenues required for 2016/17 through 2018/19 from fees for sewer service are shown in Table 4. The total revenue required in 2016/17 is $24,175,000, which will require a fee increase of 2.6%.

Table 4
Total Revenue Requirements

Item	Annual Revenue Requirement		
	2016/17 ($/year)	2017/18 ($/year)	2018/19 ($/year)
Capital Improvements	$2,975,000	$3,100,000	$4,700,000
Debt Service	$2,915,000	$3,151,000	$2,814,000
Operation & Maintenance	$18,147,000	$18,497,000	$17,968,000
Revenue Collection Expense	$242,000	$249,000	$257,000
Interest Earnings	($100,000)	($100,000)	($100,000)
Total Revenue Requirement	$24,179,000	$24,897,000	$25,639,000
Fee Increase	2.6%	3.0%	3.0%

Sewer Service Fees

4-14

The proposed 2016/17 fees for sewer service, based on updated customers and total revenue requirements, are shown in Table 5. The overall 2016/17 fee increase is 2.6%.

Single family, townhome, condominium, multiple family and mobile home fees increases are approximately equal to the average. Increases for high strength nonresidential customers, such as restaurants, are below the average due to a slight reduction of pollutant related treatment costs. Increases for low strength high flow nonresidential customers, such as schools, are above the average due to the increase in flow related collection system costs.

Table 5
Proposed 2016/17 Fees

User Group	Porposed 2016/17 Fees		Existing 2015/16 Fees		2016/17 Increases	
	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)	Flat Fee ($/year)	Volume Fee ($/HCF)
Single Family	$749.28		$729.84		$19.44	
Townhomes & Condominiums	$626.04		$609.84		$16.20	
Single Family-Low Flow	$626.04		$609.84		$16.20	
Multiple Family	$626.04		$609.84		$16.20	
Mobile Homes	$540.84		$526.68		$14.16	
Bakeries/Donut Shops	$284.64	$10.81	$279.84	$10.70	$4.80	$0.11
Restaurants/Catering	$284.64	$10.81	$279.84	$10.70	$4.80	$0.11
Food Processing	$284.64	$12.47	$279.84	$12.64	$4.80	($0.17)
Funeral Parlor/Mortuary	$284.64	$12.47	$279.84	$12.64	$4.80	($0.17)
Other Businesses	$284.64	$7.39	$279.84	$7.15	$4.80	$0.24
Schools (Sr. High ADA Basis) (1)	$284.64	$28.45	$279.84	$27.36	$4.80	$1.09
Schools (Sr. High Usage Basis)	$284.64	$7.09	$279.84	$6.82	$4.80	$0.27
Schools (Elem. & Jr. High ADA Basis) (1)	$284.64	$18.94	$279.84	$18.21	$4.80	$0.73
Schools (Elem. & Jr. High Usage Basis)	$284.64	$7.09	$279.84	$6.82	$4.80	$0.27
Junior Colleges (2)	$284.64	$25.04	$279.84	$24.08	$4.80	$0.96
State Parks	$284.64	$7.09	$279.84	$6.82	$4.80	$0.27
Dominican Hospital	$284.64	$7.78	$279.84	$7.57	$4.80	$0.21
Chaminade	$284.64	$10.59	$279.84	$10.62	$4.80	($0.03)

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

A three-year fee program for the study period is shown in Table 6. This table includes adopted fees since 1991/92 and proposed increases through 2018/19.

Table 6

4-15

Three-Year Fee Program

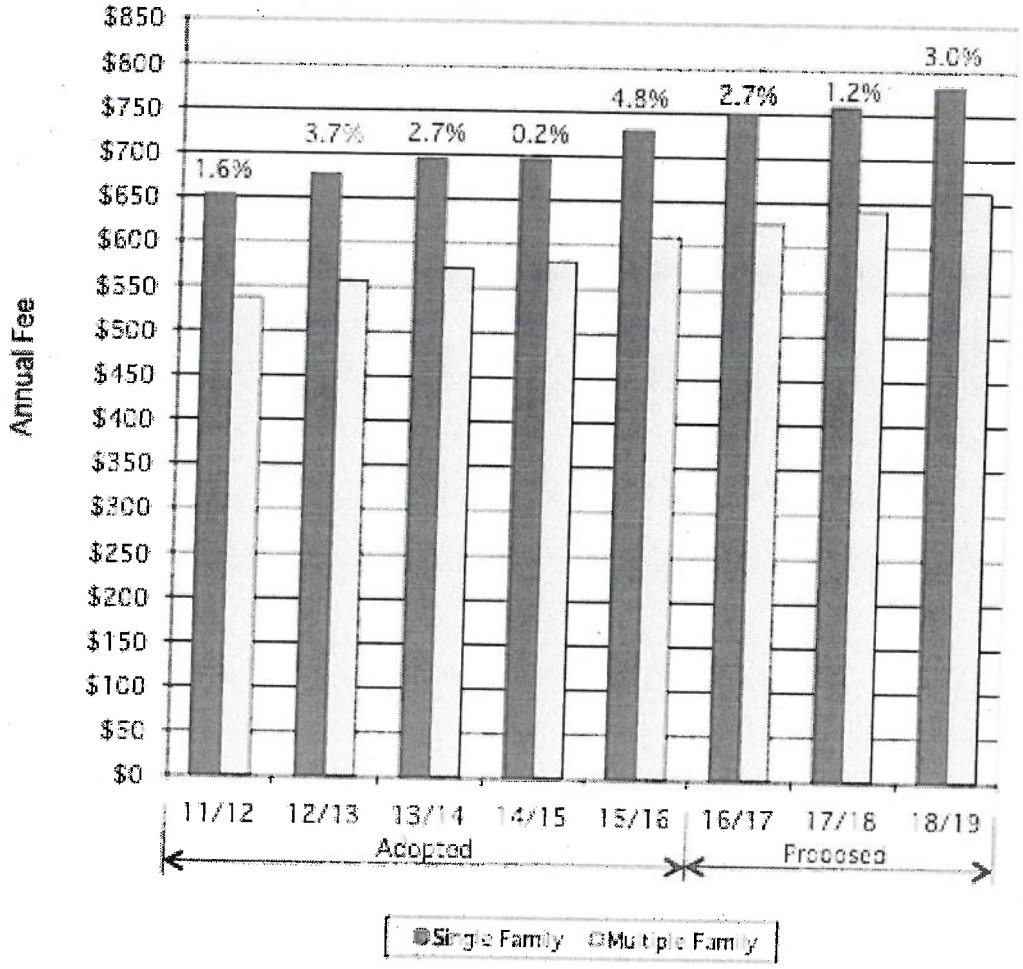
Fiscal Year	Average Increase					
	Single Family	Multiple Family	Mobile Home	Average Other Business	Average Restaurant	Elementary School
	5.8 HCF/mo.	4.5 HCF/mo.	3.6 HCF/mo.	12 HCF/mo.	44 HCF/mo.	632 HCF/yr.
Adopted						
1991/92	27.1%	23.9%	23.9%			
1992/93	4.2%	13.5%	13.5%	4.5%	8.2%	0.4%
1993/94	22.4%	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%
Proposed						
2016/17	2.7%	2.7%	2.7%	3.0%	1.1%	3.8%
2017/18	1.2%	2.5%	5.0%	7.5%	6.1%	8.0%
2018/19	3.0%	3.3%	3.6%	3.5%	-3.0%	3.6%

Summary

The overall projected increases in fees for sewer service for fiscal years 2016/17 through 2018/19 are 2.6% to 3.0%. These increases reflect inflation, treatment plant capital improvements and increased District capital requirements. The proposed single family and multiple family annual fees are shown in Figure 2. Future fee increases are dependent upon the magnitude of treatment and collection operating costs, general inflationary trends, interest rates and customer usage.

4-16

Figure 2
Annual Residential Fees



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Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MARCH 3, 2016

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

SUBJECT: AMENDMENT TO AGREEMENT WITH HDR ENGINEERING INC. FOR PROFESSIONAL ENGINEERING DESIGN AND CONSULTING SERVICES DURING CONSTRUCTION OF THE 14th AND 16th AVENUE PUMP STATION ABANDONMENT PROJECT

Members of the Board:

Attached for your Board's consideration is an amendment to the agreement with HDR Engineering Inc.(HDR) for additional engineering services during construction of the subject project. HDR has been very responsive and thorough with the contractor and District requests for design and survey support changes to this complex project, which has numerous physical construction constraints and eight private property easements.

We are recommending that the contract with HDR be amended to include additional engineering services during construction as described in the attached proposal dated January 26, 2016. The additional engineering services required are due to design changes that were identified during construction that have improved the overall project layout, alignment and constructability. The additional duties will increase the contract dated August 20, 2015, by $16,201 for a not to exceed total of $105,786.

Sufficient funding is available in the approved 2015/16 budget for this project. It is therefore recommended that your Board take the following actions:

1. Approve the scope of work modifications and the increase in contract compensation for HDR Engineering Inc., in the total not to exceed amount of $16,201 as outlined in the attached "Exhibit A";

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

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

Yours truly,

JOHN J. PRESLEIGH
District Engineer

MBS:tlp/b1800
Attachments

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 16d3581, dated August 20, 2015, by and between the SANTA CRUZ COUNTY SANITATION DISTRICT, and HDR ENGINEERING, INC., for additional engineering services during construction as follows:

1. By amending the scope of work as outlined in Exhibit A to add the following :

   Relocate standby generator from the top of 15th Avenue to the location adjacent to the existing 15th Avenue Pump Station; provide ongoing survey support for Covello and the District survey crews, including revisions to the legal descriptions by Whitson; revise the alignment from Geoffroy Drive to Blackpoint Lane to accommodate raising the gravity sewer on Geoffroy Drive immediately adjacent to the existing 16th Avenue Pump Station; and implement a grinder pump station for the home at 175 14th Avenue including revisions to the design drawings.

2. Amending section 2 "Compensation" to provide that payment shall not exceed $105,786.

   All other provisions of said contract shall remain the same.

HDR ENGINEERING, INC.
CONTRACTOR

By: _____
SIGNED

_____
PRINTED

SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

JOHN J. PRESLEIGH
District Engineer
PRINTED

Company Name: HDR ENGINEERING, INC.

Address: 2365 IRON POINT RD. STE. 300

FOLSOM, CA 95630

Telephone: (916) 817-4700

Fax: _____

Email: Mason.Beck@hdrinc.com

ORIGINAL
Out for
Signature

APPROVED AS TO INSURANCE:

_____
Risk Management

APPROVED AS TO FORM:

_____
District Counsel

DISTRIBUTION: -Contractor
-SCCSD Operations or Engineering
-Business Services, DPW
-Auditor-Controller (w/original)
-SCCSD Board Clerk

HDR

January 26, 2016

Ms. Martha Shedden
Senior Civil Engineer
Santa Cruz County Sanitation District
701 Ocean Street, Suite 410
Santa Cruz, CA 95060

RE: Additional Scope for 14th and 16th Avenue Pump Station Abandonment Project – Engineering Services during Construction

Dear Ms. Shedden:

HDR is pleased to submit this amendment for the 14th and 16th Avenue Pump Station Abandonment Project. This amendment covers previously agreed upon out of scope services, including:

- Relocation of the standby generator from the top of 15th Avenue to the location adjacent to the existing 15th Avenue Pump Station. This work also included the addition of a disconnect switch and outlet for a portable generator on 15th Avenue and the structural redesign of the generator pad to be embedded with the new pump station.
- Providing ongoing survey support for Covello and the District survey crews, including revisions to the legal descriptions by Whitson invoices dated 9/9/15 and 10/14/15, and providing coordinates for manholes and manhole offsets.
- Revising the alignment from Geoffroy Drive to Blackpoint Lane to accommodate raising the gravity sewer on Geoffroy Drive immediately adjacent to the existing 16th Avenue Pump Station. This change was made at the request of the District and superseded a previous design decision to accommodate a potential future realignment project.
- Implementation of a grinder pump station for the home at 175 14th Avenue including revisions to the design drawings.

HDR will continue to provide services under the original scope of work, including project management and record drawings at project completion. The terms and conditions included with the original contract remain in effect for the duration of this amendment.

hdrinc.com

2365 Iron Point Rd. Suite 300, Folsom, CA 95630
(916) 817-4700

EXHIBIT "A"

We appreciate the opportunity to continue to work with you in the construction of the 14th and 16th Avenue Pump Station Abandonment Project.

Sincerely,
HDR ENGINEERING, INC>

Holly L.L. Kennedy, P.E.
Vice President

Mason W. Beck, P.E.
Project Manager

MWB:pk/16034

Accepted:
SANTA CRUZ COUNTY SANITATION DISTRICT

Date Signed:

EXHIBIT "A"

EXHIBIT B - ENGINEERING LABOR HOURS AND BUDGET

Santa Cruz County Sanitation District

14th and 16th Avenue Pump Station Abandonment Project

Task No.	Task Description	Project Manager	Staff Engineer	Structural Engineer	Electrical Tech Lead	CADD Tech	Admin/ Clerical	Total Labor Hours	Total Labor ($)	Total HDR Expenses ($)	Subs ($)	Total Cost ($)
Task 2- Engineering Services during Construction												
2.1	Relocation of Standby Generator	4	2	8	6	8	2	30	$5,819	$ 291		$ 6,110
2.2	Raise Gravity Sewer at 16th Avenue	4	2			6		12	$1,694	$ 85		$ 1,778
2.3	Implementation of Grinder Pump Station on 14th Avenue	6	4		2	10		22	$3,301	$ 165		$ 3,466
2.4	Survey Support	6	4			12	2	24	$3,324	$ 166	$ 1,356	$ 4,846
COLUMN TOTALS		**20**	**12**	**8**	**8**	**36**	**4**	**88**	**$ 14,138**	**$ 707**	**$ 1,356**	**$ 16,201**

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EXHIBIT "A"

Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: AUGUST 20, 2015

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

SUBJECT: CONTRACT WITH HDR ENGINEERING, INC., FOR PROFESSIONAL ENGINEERING DESIGN AND CONSULTING SERVICES DURING THE CONSTRUCTION OF THE 14TH AND 16TH AVENUE PUMP STATION ABANDONMENT PROJECT

Members of the Board:

At your Board's direction, construction has begun on the realignment of existing gravity sewer lines from the 14th and 16th Avenue pump stations to the 15th Avenue pump station, and the replacement and upgrading of the pumps at that 15th Avenue pump station. During this construction effort, engineering and design support is required to both evaluate and expedite the construction process. HDR Engineering, Inc., as the engineer of record for this project, is the only firm reasonably able to provide these services in a cost-effective manner.

Attached for your Board's consideration and approval is an independent contractor agreement with HDR Engineering, Inc., in the not-to-exceed amount of $89,585. Sufficient funding for this contract is available in the 2015/2016 proposed budget.

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

1. Approve the attached agreement with HDR Engineering, Inc., for professional engineering consulting services in the not-to-exceed amount of $89,585.

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

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

Yours truly,

JOHN J. PRESLEIGH
District Engineer

Approved by the Board of Directors, SCCSD on August 20, 2015
ATTEST: Lynn Kally
Secretary

BH:dls/b1772
Attachments (ICA, Proposal, ADM-29)
Copy to: HDR Engineering, Inc.

EXHIBIT "A"

Contract No. 16d3581

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 HDR ENGINEERING, 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: Provide professional design engineering services for the 14th and 16th Avenue Pump Station Abandonment project for the DISTRICT, per the CONTRACTOR'S attached proposal, dated June 5, 2015 (hereinafter called "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, DISTRICT agrees to pay CONTRACTOR as follows: Payment not to exceed $89,585.00, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, billed at hourly rates in accordance with the rate sheet or schedule included in the contractor's attached proposal.

3. **TERM.** The term of this Contract shall be: June 16, 2015, through the earlier of (a) project completion or (b) four (4) years from the date first written above.

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 $_____ 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 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: JOHN PRESLEIGH, DISTRICT ENGINEER
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: JOHN PRESLEIGH, DISTRICT ENGINEER
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 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:

Exhibit A – Scope of Work and Schedule
Exhibit B – Engineering Labor and Budget
Exhibit C – Management of Hours and Budget

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 $15,000, 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.

SIGNATURE PAGE

Contract No. 16d3581

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

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

2. HDR ENGINEERING, INC.

By: _____
SIGNED

_____
PRINTED

Company Name: HDR ENGINEERING, INC.

Address: 2121 California Boulevard, Suite 475
Walnut Creek, CA 94596-7334

Telephone: (925) 974-2500

Fax: (925) 974-2533

Email:

4. SANTA CRUZ COUNTY SANITATION DISTRICT

By: _____
SIGNED

JOHN J. PRESLEIGH
PRINTED

3. APPROVED AS TO INSURANCE:

_____
Risk Management 8/19/15

1. APPROVED AS TO FORM:

_____
Office of the District Counsel

DISTRIBUTION:
Auditor-Controller-Treasurer-Tax Collector
Risk Management
HDR Engineering, Inc.
B1773.DOC

EXHIBIT A
SCOPE OF WORK AND SCHEDULE

Santa Cruz County Sanitation District
14th and 16th Avenue Abandonment Project
Engineering Services during Construction

The wastewater collection system serving the residential community located west of East Cliff Drive and between 14th Avenue and Geoffrey Drive includes three small wastewater pump stations. The pump stations are approximately 50 years old. The 14th Avenue and 16th Avenue pump stations are located on bluffs overlooking the Twin Lakes State Beach; pump station failures causing overflows can quickly result in contamination of the beach and ocean waters. The objectives of this project include realigning the existing influent gravity sewers that currently flow to 14th and 16th Avenue Pump Stations to the 15th Avenue Pump Station, replacing and upgrading the existing 15th Avenue Pump Station, and constructing a new force main from 15th Avenue Pump Station to accommodate the increased flow.

Project construction is expected to last approximately eight months. This exhibit presents the engineering services that HDR will provide during the project's construction phase to assist the Santa Cruz County Sanitation District (District), construction management team, and contractor in realizing a successful project.

Task descriptions are provided below.

TASK 1 – PROJECT MANAGEMENT

HDR shall provide project management necessary to maintain project schedule and budget. Activities shall include communicating with the District's project manager and construction management team; implementation of the PROCORE document management system; preparing monthly invoices; and performing regular project resource evaluations.

Deliverables: Monthly invoices.

TASK 2 – ENGINEERING SERVICES DURING CONSTRUCTION

HDR shall work directly with the District's construction manager during the construction phase of the project on an as-requested basis and as described below, but limited to the extent of the approved task budget. Engineering services during the construction phase are described below.

Subtask 2.1 - Preconstruction Conference

HDR shall attend one internal preconstruction conference with construction management and District staff, as well as the contractor and key subcontractors. These meeting will be located at the District's offices or other location as determined by the District. The construction manager will prepare the meeting agenda and meeting notes. The agenda and meeting minutes will be forwarded to HDR for review and comments.

Deliverables: Edited meeting minutes.

Subtask 2.2 - Submittal Reviews

The purpose of this subtask is to complete the review of shop drawings, product data, and samples submitted by the general contractor to the District.

The construction manager will transmit to HDR select technical submittals provided by the general contractor for HDR's review, comments, and recommendations as to how to respond to each submittal. In doing so, HDR shall select from the four review categories listed in the standard specifications (two comprising "favorable review" ['no exceptions noted' & 'make corrections noted'] and two comprising "unfavorable review" ['amend and resubmit' and 'rejected']). HDR shall maintain a log of submittals for internal management and coordination with the construction manager.

Submittal review shall evaluate whether items covered by the submittals will, after installation or incorporation in the work, conform to the requirements of the construction documents and be compatible with the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Submittal review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the construction contract documents) or to safety precautions or programs incident thereto.

Submittal review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. HDR's review shall be conducted with reasonable promptness while allowing sufficient time in HDR's judgment to permit adequate review. Review of a specific item shall not indicate that HDR has reviewed the entire assembly of which the item is a component. HDR shall not be responsible for any deviations from the contract documents not brought to the attention of HDR in writing by the contractor. HDR shall not be required to review partial submissions nor those for which submissions of correlated items have not been received.

Assumptions:

1. *Construction manager will identify submittals to be reviewed by HDR. It is anticipated that not all of the submittals will require HDR review.*
2. *Construction manager will be responsible for transferring all submittals.*
3. *Construction manager will review schedule, progress payments, and contractual issue submittals from the general contractor.*
4. *The general contractor will not be allowed to submit multiple submittals for the same basic topic that unnecessarily increases the number of submittals.*
5. *Up to 20 submittals and resubmittals have been budgeted.*
6. *HDR will provide a summary of comments rather than annotate copies of the submittal wherever possible. Only a very few submittals may require direct annotations.*
7. *HDR will not be required to re-write its review comments to incorporate District or construction manager comments.*
8. *HDR will not be required to track submittal review labor hours or costs for individual submittals.*

Deliverables: One copy of review comments for each submittal submitted electronically in pdf format.

Subtask 2.3 - Contract Document Clarifications

During the construction period, the general contractor may ask questions on details of the contract, substitutions, and alternative approaches. Change orders may be required to address unforeseen conditions and provide clarifications of the contract documents. The purpose of this subtask is to review general contractor questions and provide written clarifications for District review and use.

HDR shall interpret the contract documents, review unforeseen site conditions, and review alternative proposals by the construction contractor presented in Requests for Information (RFIs) or Requests for Clarifications (RFCs). Activities under this subtask are anticipated to include receiving and logging the request (email, letter, fax, or telephoned questions), researching the question, preparation of a written response, and coordination with construction management staff.

Contract document clarifications (CDCs) related to the general contractor's means and methods will be returned with the comment that the general contractor is responsible for means and methods. The goal is to respond to clarification requests within five business days. Up to two CDCs may be designated as high priority by the construction manager, and will be responded to within two business days.

Assumptions: *Construction manager will convey RFIs/RFCs to HDR, and designate priority.*

Deliverables: *Up to 8 RFCs. These shall be delivered by email to the construction manager.*

Subtask 2.4 - Site Visits and Meeting Attendance

HDR shall attend and participate in progress meetings and make periodic site visits when requested to observe the work and provide advice to the construction manager related to whether the work observed during the visit is being conducted in general conformance to the design. HDR shall answer questions on the construction documents from District staff. HDR shall attend special technical meetings with the construction manager and construction contractor when requested.

During site visits, HDR shall not supervise, direct, or have control over any contractor's work, nor shall have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor for safety precautions, procedures, and programs incident to the work of the contractor, or for any failure of contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor furnishing and performing their work.

Assumptions:

1. *Up to four site visits are budgeted to the project location and include attendance/participation in regular project progress meetings.*
2. *Site visits will occur directly before or after progress meetings.*
3. *Meeting minutes for regular project progress meetings with the general contractors will be prepared by the construction manager.*

Deliverables:

1. *Memoranda of on-site observations as required. These shall be delivered by email to the construction manager.*
2. *Review comments and edits of draft meeting minutes submitted electronically in pdf format.*

Subtask 2.5 - Change Order Assistance

During the construction period, construction change orders may be required to address unforeseen conditions or new information, or to resolve inconsistencies within the contract documents. The District may also wish to add work to this project for a variety of reasons. The District's construction manager may ask questions about the project and discuss issues with HDR. The purpose of this subtask is to provide support on construction issues, construction change orders, and related activities.

Anticipated assignments may include: assistance in preparing requests to the general contractor for proposals for extra or changed work; assistance in research or contract documents to determine if work proposed by the general contractor for inclusion in a change order should be considered extra work for which a change order is appropriate; review of design calculations and intent; pertinent discussions with District construction management staff; and review of cost estimates. Change order documentation may not be drawn in computer format generated form if hand drawn sketches or markups will adequately describe the work required.

Assumptions: *Construction manager will convey change order assistance requests to HDR, and designate priority.*

Deliverables: *Up to two change orders are budgeted. Emails and memoranda regarding change order requests initiated by either the District or the contractor, change order documentation (drawings, sketches, and specifications), and supporting documentation of reasons to accept, modify, or deny contractor-requested change orders.*

Subtask 2.6 – Geotechnical Services

HDR's subconsultant, Jacobs Associates, will complete the final geotechnical engineering investigation report and provide part-time geotechnical services during construction as indicated in the attached.

Subtask 2.7 - Construction Record Drawings

After construction is complete, HDR will incorporate the contractor's redline markups on the project plans and prepare the construction record drawings.

Assumptions:

1. *Construction manager will review the contractor's redline markups for completeness, and will resolve conflicting markups with the contractor prior to providing the redline markup set to HDR.*
2. *HDR will not be required to resolve conflicting information or make site visits to verify the accuracy of redline markups.*
3. *One round of District and construction manager review is budgeted. HDR anticipates only minor comments on the draft set. HDR shall incorporate the comments, and then submit the final record drawing set to the District.*

Deliverables: PDF copy of full-size (22" x 34") draft and final record drawing sets, and one complete set of AutoCAD 2011 drawing files.

PROJECT SCHEDULE AND TIME OF COMPLETION

The contract time for work associated with engineering services during construction is dependent on the contractor's schedule. Based on the construction documents, we have assumed the following milestone schedule:

- June 16, 2015 — Issuance of Notice-to-Proceed
- July 6, 2015 — Contractor begins field work
- February 2016 — Project Field Acceptance

EXHIBIT B - ENGINEERING LABOR HOURS AND BUDGET

Santa Cruz County Sanitation District

14th and 16th Avenue Pump Station Abandonment Project

Task No.	Task Description	Principal & QA/QC	Sr. Project Manager	Project Engineer	Staff Engineer	Elect	Admin/ Clerical	Total Labor Hours	Total Labor ($)	Total HDR Expenses ($)	Subs ($)	Total Cost ($)
Task 1 - Project Management												
1.1	Project Management, Coordination, and Invoicing	4	8				24	36	$6,289	$ 314		$ 6,604
	Subtotal Task 1	**4**	**8**	**0**	**0**	**0**	**24**	**36**	**$ 6,289**	**$ 314**	**$ -**	**$ 6,604**
Task 2- Engineering Services during Construction												
2.1	Preconstruction Conference			12				12	$2,112	$ 211		$ 2,324
2.2	Submittal Reviews (up to 20)		12	56	48	10	32	158	$25,235	$ 1,262		$ 26,497
2.3	Construction Document Clarifications (up to 8 RFIs)		6	34	20	6	6	72	$12,304	$ 615		$ 12,919
2.4	Site Visits and Meeting Attendance (4 trips)		8	32	8		4	52	$9,414	$ 3,000		$ 12,414
2.5	Change Order Assistance (up to 2)	2	8	16	16		4	46	$8,006	$ 400		$ 8,406
2.6	Geotechnical			2				2	$352	$ 53	$ 11,000	$ 11,405
2.7	Construction Record Drawings		2	8	48		4	62	$7,840	$ 1,176		$ 9,017
	Subtotal Task 2	**2**	**36**	**160**	**140**	**16**	**50**	**404**	**$65,264**	**$6,717**	**$11,000**	**$82,981**
COLUMN TOTALS		6	44	160	140	16	74	440	$ 71,553	$ 7,032	$ 11,000	$ 89,585

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EXHIBIT "B"

Exhibit C – Management of Labor and Budget

This agreement is based on a total contract amount as indicated on Exhibit B. For project management convenience, this estimate of the services has been broken out into different phases, actions, and tasks, shown on Exhibit B. It is understood by both parties that, at any time, with the prior written authorization of the District Senior Engineer, and provided that the total contract amount indicated is not exceeded, any phase (action or task) subtotals may be adjusted up or down to serve the project. Further, upon request of the contractor, not more frequently than annually, and only upon prior written authorization of the District Senior Engineer, the rates listed in the Schedule of Rates (attached) and the Schedule of Laboratory Testing Charges (attached) may be adjusted to accommodate cost of living increases as reflected by the CPI for the San Francisco Bay area region. It is the responsibility of this contractor to manage the fee for this work so that the total contract amount indicated will not be exceeded.

EXHIBIT "C"

EXHIBIT C
STANDARD RATE SCHEDULE
HDR ENGINEERING, INC.
January to December 2015

Santa Cruz County Sanitation District
14th - 16th Avenue Pump Station Abandonment

Labor Classification	Hourly Rates
Principal	$290 to $393
Senior Project Manager	$240 to $331
Project Manager	$160 to $228
Technical Lead, Quality Manager	$240 to $331
Senior Project Engineer	$180 to $248
Project Engineer	$140 to $197
Civil Engineer	$100 to $155
Staff Engineer	$80 to $124
Senior Corrosion Engineer	$180 to $279
Corrosion Specialist	$90 to $186
Senior Structural Engineer	$190 to $248
Structural Engineer	$130 to $186
Senior Electrical/Instrumentation Engineer	$190 to $248
Electrical/Instrumentation Engineer	$130 to $186
Senior CAD Technician	$130 to $186
CAD Technician	$90 to $135
Senior Project Controller	$120 to $166
Project Controller	$80 to $124
Project Coordinator	$70 to $114

Hourly billing rates are for Year 2015 and are effective from January 1, 2015, through December 31, 2015. Rates are subject to change after December 31, 2015. HDR Engineering, Inc., (HDR) will invoice the City by HDR standard employee hourly billing rate for services provided. Billing rates shall be comprised of employee's direct hourly rate multiplied by a 3.1 factor. The billing rates cover payroll cost, employee benefits, and HDR overhead and profit.

EXPENSES

Technology Charge per Direct Labor Hour	$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	$0.15 to $0.30
Black/White Photocopies (per copy)	$0.05 to $0.09
Bond Plotting - Black & White (per square foot)	$0.15
Bond Plotting - Color (per square foot)	$0.90

Please Note:Technology charges include computer, CADD, network, software, and other related technology services. Subconsultants are charged with a 10 percent markup.

Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MARCH 3, 2016

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

SUBJECT: SOQUEL PUMP STATION FORCE MAIN REPLACEMENT PROJECT UPDATE

Members of the Board:

On December 3, 2105, your Board directed District staff to return on or before February 18, 2016, with a recommendation to approve plans and specifications for the subject project.

Before the Board recommends approval of the subject project, the District needs to secure permits from the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Services (USFWS), and the State Historic Preservation Office. District staff is working with the permitting agencies to expedite issuance of the environmental permits, as well as with the State to secure a State Revolving Funds loan. Staff now anticipates construction of the project to begin in Fall 2016.

It is therefore recommended that the Board of Directors direct staff to return to your Board on or before June 9, 2016, with a project update.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

BB:dls/b1799

6-1

Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MARCH 3, 2016

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

SUBJECT: ORDINANCE NO. 131, RECODIFYING TITLE 2, SECTION 2.04.025 OF THE DISTRICT CODE, REGARDING CONTRACTING FOR CONSTRUCTION, MAINTENANCE, OR REPAIR

Members of the Board:

In working on a revision to Santa Cruz County Sanitation District Ordinance No. 66, Section 2.04.025, "Contract for Construction, Maintenance, or Repair Work," it was discovered that Section 2.04.025 is non-existent in the District's code book. The section dealing with "Contract for Construction, Maintenance, or Repair Work" is actually found in Section 2.04.140. Working with District Counsel, we have come up with the attached Ordinance No. 131 to correct this matter.

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

1. Adopt Ordinance No. 131, Recodifying Title 2, Section 2.04.025 of the District Code, regarding Contracting for Construction, Maintenance, or Repair, in concept; and

2. Place Ordinance No. 131 on the next available agenda for final adoption.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

DLS/B1806

Attachments

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

ORDINANCE NO. 131

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

ORDINANCE RECODIFYING TITLE 2, SECTION 2.04.025 OF THE DISTRICT CODE
REGARDING CONTRACTING FOR CONSTRUCTION, MAINTENANCE, OR REPAIR

WHEREAS, the Board of Directors of the Santa Cruz County Sanitation District adopted Ordinance No. 66 on September 14, 1989; and

WHEREAS, Ordinance No. 66 adopted provisions codified at Section 2.04.025 of the Santa Cruz County Sanitation District Code; and

WHEREAS, the Board now desires to recodify Section 2.04.025 at Section 2.04.0140 of the Santa Cruz County Sanitation District Code,

WHEREAS, Health and Safety Code section 4766 states that the District Board may adopt ordinances, the procedure for the adoption of which shall be the same as is provided for in Article 7 (commencing with Section 25120), Chapter 1, Part 2, Division 2, Title 3 of the Government Code for counties; and

WHEREAS, Government Code section 25130 states that an ordinance code adopted and fully published may be subsequently recompiled, recodified and indexed in the same manner as prescribed by this article for the original adoption by reference of an ordinance code; and

WHEREAS, Government Code section 25127 states that an ordinance code may be adopted by reference in the manner provided by this article for the passage of ordinances for the county,

NOW, THEREFORE, the Board of Directors of the Santa Cruz County Sanitation District ordains as follows:

SECTION I

Section 2.04.025 of the District Code is hereby recodified as follows:

Section 2.04.~~025~~140. Contract for Construction, Maintenance, or Repair Work.

A. When the expenditure required for the work exceeds twenty-five thousand dollars ($25,000.00), it shall be contracted for and let to the lowest responsible bidder after notice. The notice inviting bids shall set a date for the opening of bids. The first posting of the notice shall be at least 10 days before the date of opening the bids. Notice shall be posted in a least three (3) public places in the District that have been designated by the district board as the places for posting such notice. The notice shall distinctly state the work to be done.

B. In its discretion, the District Board may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the District Board may accept the one it chooses. If no bids are received, the District Board may have the work done without further bid.

C. If all bids are rejected, the District Board, on a resolution adopted by a four-fifths vote, may declare that the work can be performed more economically by day labor, or the materials or supplies furnished at a lower price in the open market and may have the work done in a manner stated in the resolution in order to take advantage of this lower cost.

D. If there is a present or anticipated great public calamity, as an extraordinary fire, flood, storm or other disaster the District Board may, by resolution adopted by a four-fifths vote declaring that the public interest and necessity demand immediate expenditure of public money to safeguard life, health, or property, expend any sum required in the emergency without submitting such expenditure to bid.

SECTION II

This ordinance shall take effect and be operative on the 31st day after the date of final passage.

This ordinance shall be published once within fifteen days following its adoption in a newspaper of general circulation within the District.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Sanitation District this _____ day of _____, 20_____, 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. 131

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

ORDINANCE RECODIFYING TITLE 2, SECTION 2.04.025 OF THE DISTRICT CODE
REGARDING CONTRACTING FOR CONSTRUCTION, MAINTENANCE, OR REPAIR

WHEREAS, the Board of Directors of the Santa Cruz County Sanitation District adopted Ordinance No. 66 on September 14, 1989; and

WHEREAS, Ordinance No. 66 adopted provisions codified at Section 2.04.025 of the Santa Cruz County Sanitation District Code; and

WHEREAS, the Board now desires to recodify Section 2.04.025 at Section 2.04.0140 of the Santa Cruz County Sanitation District Code,

WHEREAS, Health and Safety Code section 4766 states that the District Board may adopt ordinances, the procedure for the adoption of which shall be the same as is provided for in Article 7 (commencing with Section 25120), Chapter 1, Part 2, Division 2, Title 3 of the Government Code for counties; and

WHEREAS, Government Code section 25130 states that an ordinance code adopted and fully published may be subsequently recompiled, recodified and indexed in the same manner as prescribed by this article for the original adoption by reference of an ordinance code; and

WHEREAS, Government Code section 25127 states that an ordinance code may be adopted by reference in the manner provided by this article for the passage of ordinances for the county,

NOW, THEREFORE, the Board of Directors of the Santa Cruz County Sanitation District ordains as follows:

SECTION I

Section 2.04.025 of the District Code is hereby recodified as follows:

Section 2.04.140. Contract for Construction, Maintenance, or Repair Work.

A. When the expenditure required for the work exceeds twenty-five thousand dollars ($25,000.00), it shall be contracted for and let to the lowest responsible bidder after notice. The notice inviting bids shall set a date for the opening of bids. The first posting of the notice shall be at least 10 days before the date of opening the bids. Notice shall be posted in a least three (3) public places in the District that have been designated by the district board as the places for posting such notice. The notice shall distinctly state the work to be done.

B. In its discretion, the District Board may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the District Board may accept the one it chooses. If no bids are received, the District Board may have the work done without further bid.

C. If all bids are rejected, the District Board, on a resolution adopted by a four-fifths vote, may declare that the work can be performed more economically by day labor, or the materials or supplies furnished at a lower price in the open market and may have the work done in a manner stated in the resolution in order to take advantage of this lower cost.

D. If there is a present or anticipated great public calamity, as an extraordinary fire, flood, storm or other disaster the District Board may, by resolution adopted by a four-fifths vote declaring that the public interest and necessity demand immediate expenditure of public money to safeguard life, health, or property, expend any sum required in the emergency without submitting such expenditure to bid.

SECTION II

This ordinance shall take effect and be operative on the 31st day after the date of final passage.

This ordinance shall be published once within fifteen days following its adoption in a newspaper of general circulation within the District.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Sanitation District this _____ day of _____, 20_____, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

_____
Chairperson of said Board

ATTEST: _____
Secretary of said Board

Approved as to Form:
_____
District Counsel

Santa Cruz County Sanitation District

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

JOHN J. PRESLEIGH, DISTRICT ENGINEER

AGENDA DATE: MARCH 3, 2016

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

SUBJECT: EARTH DAY SANTA CRUZ 2016

Members of the Board:

The District, in collaboration with County Public Works, the City of Santa Cruz, as well as several non profit and private groups, is proposing to hold an Earth Day event on April 16, 2016. The proposed event will showcase children's activities, while also disseminating environmental outreach information to the public. It will also give the public an opportunity to experience the simplicity of meeting environmental goals, such as zero waste, energy efficiency and water conservation by engaging them in programs at the event. Other attractions include vendors, public speakers, compost workshops and music.

The proposed Earth Day event will be held in the City of Santa Cruz at the San Lorenzo Park benchlands. The last seven Earth Day events were held in the same location and were extremely successful. It is anticipated that the event proposed for this year will be just as successful.

The total cost of the event is anticipated at $19,743.80 and will be shared amongst the County of Santa Cruz, the City of Santa Cruz, and donations from local area businesses and organizations. (See attached budget for details).

Attached to this Board letter is the 2016 Earth Day budget. The District recommends a contribution of $1,200 from an existing public outreach budget to help fund this event. It is therefore recommended that your Board approve holding the 2016 Earth Day event and authorize the use of funds.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

AG:tlp/b1805
Attachments: 2016 Earth Day Event budget

8-1

2/22/2016

Earth Day Event Project Budget 2016

Last Updated 2/16

Revenues	
City/County Contributions	
County of Santa Cruz	
Public Works	$1,200.00
Environmental Health	$200.00
Sanitation	$1,200.00
City of Santa Cruz	$2,000.00
Subtotal Partner Contributions	**$4,600.00**
Sponsors	
Kid Zone Sponsor - New Leaf	$5,500.00
Nordic Naturals	$3,500.00
Green Waste	$2,000.00
Plantronics	$1,500.00
Subtotal Sponsors	**$12,500.00**
Booth Fees	
For-profit booths	$3,740.00
Non-profit booths	$2,154.00
Subtotal Booth Fees	**$5,894.00**
Beer Sales (before tax)	$1,400.00
TOTAL REVENUE	**$24,394.00**

Expenses	
Stage Area	
Kids Band Joya	$250.00
Band 2 -- Sambada	$1,850.00
Sound System	$1,100.00
Stage Manager / Sound technician	$500.00
MC	$200.00
Food Vouchers for Bands	$200.00
Stage/ personnel subtotal	**$4,100.00**
Alexis Rentals	$6,029.25
Rental subtotal	**$6,029.25**
General Expenses	
PayPal Registration Fees	$120.08
Face Painter	$275.00
Alcohol Permit	$50.00
ABC Permit	$25.00
Fire permit	$150.00
5% Booth Fee Tax (to City)	$281.22
5% Beer Sale Tax (to City)	$70.30
Event Supplies (Art Booth supplies)	$50.14
Ace Portable Services	$735.00
People Power Bike Valet	$300.00
First Alarm - Event Security	$250.00
Fencing Purchase - beer garden	
Fruit/Snacks Volunteers	$50.00
Lunch Volunteers (woodstocks pizza)	$100.00
Update street signs - Real Color	$610.00
Rock Climbing Wall Rental	$800.00
Beer Purchase	$320.00
Clutch Couriers Poster Distribution	$250.00
Earth Day Class Project Challenge Prizes	$650.00
Misc Supplies	$57.73
General Expenses subtotal	**$5,144.47**
Advertising	
Good Times	$2,600.00
KSBW	$650.00
Connection Magazine	$500.00
Sentinel Ads	$600.00
Publicity subtotal	**$4,470.08**
EXPENDITURES	**$19,743.80**
Remaining Revenue	**$4,650.20**

8-2

DATE: 2/8/16
LUCITY No:2016/02/07-024

California Regional Water Quality Control Board, Central Coast Region
SEWAGE OVERFLOW REPORT

PRIVATE (Check if Applies)

Reporting Party	Doug	Phone	831-688-3580
Discharger	SCCSD	Basin	AL
Address	5955 Soquel Dr.	City	Aptos

Date of Overflow: 02/07/16	Time Overflow Began: 2030	Time Overflow Stopped: 2300

Responding Crew:	Alex Sandoval, Faran Sanchez, Chris Kajisa
Location/Address of Overflow Origin	719 Clubhouse Dr. Aptos
Volume of Overflow 150	PATH OF FLOW: Out of the manhole and soaked into the surrounding soil.

Water body/Bodies Affected: N/A

Cause of Overflow: Primary cause was roots. Secondary cause was rags.

Action Taken To Stop Overflow: Cleared the stoppage and removed the roots.

Time Cleanup Began: 1100	Time Cleanup Completed: 1115

Discussion Of Cleanup: Raked and bagged saturated leaves around the manhole. Recovered 5 gallons of the spill.

Were Public Health Warnings Posted, And If So, Where? NO	Number Of Prior Overflows In Same Location In Last Three Years? 1

Discussion Of Measures Taken To Prevent Overflows. All lines in the area were inspected with CCTV on February 7th. Roots were removed from several lines. Sewer lines in that area will be added to the root control list for regular treatment.

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

SIGNATURE / TITLE Assistant Superintendent	DATE 2/9/16

9-1

RECEIVED
FEB 16 2016
Santa Cruz County
Sanitation District

Rhonda J. Waldron-Hood
(831) 475-5009
Space # 45, 2630 Orchard Street
Soquel, CA 95073
February 11, 2016

ROUTED TO:
Dist. Eng. | Asst. D.E. | SD
Oper. Mgr. | San. Eng.
Env.Pro.Co. | Construction
Fiscal | Next Agenda | rec'd orig
COPY MAILED TO McGUIRE & HESTER

Supervisor John Leopold – District 1
Santa Cruz County Board of Supervisors
Room 500, 701 Ocean Street
Santa Cruz, CA 95060

RE: Noble Gulch Trunk Line Relocation Project

Dear Representatives:

This correspondence is to inform all companies, government agencies and persons involved with the Noble Gulch Project and to address specific issues, concerns and the personal impact of the above named Project.

First item to be addressed are the logistical aspects of the Project:

1. I was never notified of the project; until I contacted Santa Cruz County Sanitation/Public Works Dept. regarding the centrifuge being located 50-80 feet from my house and distally located on 2600 Orchard Street property (the Douglas Family Property, "DFP"). I was brought a map of the project and given brief/limited information regarding the project by Shaun Deyhim/Engineer for Santa Cruz County Sanitation/Public Works Dept. The map/information indicates nothing about the Project to be done on DFP.

2. Project Work Hours were slated for 8:30 - 4:30 weekdays; those hours were not adhered to, at times earlier than 8:30 and later than 5pm, trucks and heavy equipment entered at all hours to gain access to the work area on DFP. In addition some of the workers parked their personal or work vehicles on that property as well as having loud talking/conversations, changing clothing, smoking, and taking their breaks/lunch. Workers were disrespectful and unsafe in their actions, left debris during those hours and appeared unconcerned about possible harm to the surrounding area and the environment.

3. Heavy equipment/centrifuge was operational from February through November 2015, daily and constant unbearable noise (at different levels from extremely loud to piercing humming), drilling, soil, rock, water processing, daily intense vibration; causing the vibration of my entire house and constant/intense trembling of my body. This caused us to have increased intense anxiety and G.I. issues; including nausea, vomiting, respiratory issues from the extreme dust and fumes emanating from the centrifuge that further affected my health, as well as that of my families' health and our well-being by living next to this Project, equipment and daily work area.

4. Not all residents spend their day away from their houses; some are at home for various reasons, such as retirement, have varied shifts than the Project's timing, or other personal, family and health reasons. Some residents on both sides of the Project found themselves staying with friends located outside of this area, felt like they needed to go elsewhere on any given day, many days changing their plans to avoid the noise, dust, etc. involved for that day. They were displaced as a second thought because they did not know about the extreme effect they all experienced as a result of this Project.

I have attempted to address all/some of these items, issues and concerns with a number of the people involved in this Project. Some have run tests (water), visited my house (experienced the intense constant noise and intense trembling, constant vibration and looked at the house structure), posted information after the fact (to the door on the house), authorized investigations (various departments), answered questions, avoided questions and directed concerns elsewhere to no true resolution or consideration. I am sure they would not want to have lived at this address since February.

I am therefore asking….

1. Mobile Home (#45) to be completely repaired; damage free. My house sustained damage(s) during this Project operation. Multiple cracks/separation(s) in plaster walls, separation(s) of door frames, and separation of marriage lines (both ceiling & floor). Loose nails on the exterior siding and skirting. The awning driveway side is tilted/out of alignment and the floor throughout the house creeks. My house is not level. My house is currently undergoing further inspections/evaluations to detect any other related damages.
2. On future projects to notify residents about all that will be involved and what the specific job entails, etc. Also, to not forget to notify residents surrounding the project.
3. Ensure more complete communication with resident.

Sincerely,

Rhonda J. Waldron-Hood

Rhonda J. Waldron-Hood

Cc: David Reid, Assistant to Supervisor Leopold
Shaun Deyhim, Project Engineer, SCC Public Works/Sanitation District
Scott Loewen, Resident Project Manager
John J. Presleigh, District Engineer, SCC Sanitation District
SCC Public Works Department, Sanitation District; Room 410