



SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY

BOARD OF DIRECTORS MEETING AGENDA

June 4, 2025
8:00 A.M.

ADMINISTRATION BUILDING

1500 SOUTHSIDE DRIVE
GILROY, CA 95020

1500 Southside Drive
Gilroy, California 95020
Telephone (408) 848-0480
Facsimile (408) 842-0873
scrwamail@ci.gilroy.ca.us
www.cityofgilroy.org

CHAIR:
Dion Bracco, Gilroy

VICE CHAIR:
Yvonne Martinez Beltran, Morgan Hill

BOARD MEMBERS:
Terence Fugazzi, Gilroy
Kelly Ramirez, Gilroy
Soraida Iwanaga, Morgan Hill

SECRETARY:
Harjot Sangha

SCRWA MANAGER:
Jimmy Forbis, Gilroy

COMMENTS BY THE PUBLIC WILL BE TAKEN ON ANY AGENDA ITEM BEFORE ACTION IS TAKEN BY THE SCRWA BOARD OF DIRECTORS. Persons speaking on any matter are asked to state their name and address for the record. Public testimony is subject to reasonable regulations, including but not limited to time restrictions on particular issues and for each individual speaker.

All matters listed under Consent Calendar are considered by Board of Directors to be routine and will be enacted by a single motion. There will be no separate discussion of these items unless a request is made by a member of the public, a Board Member or Staff prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARING will be heard when the presiding officer calls for comments from those persons who are in support of or in opposition thereto. After persons have spoken, the hearing is closed and brought to Board level for discussion and action. There is no further comment permitted from the audience unless requested by the Board.

In compliance with the Americans with Disabilities Act, SCRWA will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Secretary to the Joint Powers Authority at (408) 848-0480 at least 48 hours prior to the hearing for accommodations. Please ask for assistance at the Secretary's desk PRIOR to the start of the meeting or during a break in the meeting.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the Board of Directors at, or prior to, the public hearing.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9(b)(1) if a point has been reached where, in the opinion of the legislative body of the Joint Powers Authority on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the Joint Powers Authority.

Meeting Schedule: The Joint Powers Authority meets regularly on the first Wednesday of each quarter, at 8:00 a.m. If a holiday should fall on the regular meeting date, the meeting will be rescheduled to the following Wednesday.

Wednesday, June 4, 2025, 8:00 A.M.

- I. Call to Order**
 - A. Certification of Posting of the Agenda
 - B. Roll Call

- II. Consent Calendar (by Motion)**
 - A. Approval of Minutes of the April 2, 2025 meeting

- III. Presentation by Members of the Public on Items Not on the Agenda**

- IV. Bids and Proposals**

- V. Public Hearing**
 - A. Adoption of Fiscal Years 2026 and 2027 Operating and Capital Improvement Budgets

- VI. New Business**
 - A. Selection of SCRWA Chairperson, Vice Chairperson, and Secretary for Fiscal Year 2025 - 2026.
 - B. Authorization of Thirteenth Addendum to Agreement with Jacobs for Continuation of Operational Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2026 and 2027
 - C. Authorization of Agreement with Stantec for Continuation of Engineering Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2026 and 2027

- VII. Communications**
 - A. Cash and Investment Report as of March 31, 2025.

- VIII. Report**
 - A. Jacobs
 - 1. Wastewater Acronyms
 - 2. Plant Reports – March and April 2025
 - 3. Recap of Expenses – March and April 2025
 - 4. Septage Report – March and April 2025
 - B. Valley Water
 - C. Stantec
 - 1. Engineering Projects Report – June 2025
 - D. SCRWA Manager
 - E. SCRWA Attorney
 - F. Board Members

- IX. Adjourn**



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**BOARD OF DIRECTORS
MEETING MINUTES**

APRIL 2, 2025

1500 Southside Drive
Gilroy, California 95020
Telephone (408) 848-0480
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CHAIR:
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VICE CHAIR:
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BOARD MEMBERS:
Terence Fugazzi, Gilroy
Kelly Ramirez, Gilroy
Soraida Iwanaga, Morgan Hill

SECRETARY:
Harjot Sangha

SCRWA MANAGER:
Jimmy Forbis, Gilroy

MEMBERS PRESENT:
Dion Bracco
Yvonne Martinez-Beltran
Terence Fugazzi
Kelly Ramirez
Soraida Iwanaga

STAFF PRESENT:
Gilroy
Harjot Sangha
Heath McMahon

Morgan Hill
James Sylvain

I. Call to Order

Chairman Brocco called the meeting to order at 8:00 A.M. in memory of Saeid Vaziry

- A. Certification of posting of the agenda
Kerry Edmonds reported the agenda was posted on March 28, 2025 @ 11:45 A.M.
- B. Roll Call
All 5 Board Members were present with Director Martinez Beltran arriving at 8:02 A.M.
- C. Welcome newly appointed Board Members; Terance Fugazzi from Gilroy, Kelly Ramirez from Gilroy and Soraida Iwanaga Morgan Hill

II. Consent Calendar

- A. Approval of minutes for the June 5, 2024 meeting
- B. *2025 SCRWA Meeting Schedule*
- C. *Budget Amendment for the SCRWA Expansion Project Change Orders within the Authorized Contingency.*
Motion to approve Consent Calendar moved by Director Fugazzi, seconded by Director Ramirez.
Ayes 4, , Bracco, Ramirez, Iwanaga, Fugazzi
Nays 0, Abstain 0
Vote: Motion Carried

III. Presentation by members of the public on items not on the agenda

None

IV. Bids and Proposals

None

V. Old Business

None

VI. New Business

- A. Consent to the Appointment of Interim SCRWA Secretary
Motion to accept SCRWA Managers recommendation for Harjot Sangha as Interim Secretary, moved by Director Ramirez, seconded by Director Fugazzi.
Ayes 4, Bracco, Ramirez, Iwanaga, Fugazzi
Nays 0, Abstain 1, Martinez Beltran
Vote: Motion Carried
- B. Review of the Draft Budget and Capital Improvements Budget for fiscal years 2026 and 2027
Harjot Sangha presented the draft operating and capital improvement budget for fiscal years

2026 and 2027.

VII. Communications

- A. Cash and Investment Report as of June 30, 2024, September 30, 2024 and December 31, 2024
Harjot Sangha presented the most recent Cash and Investment Report as of December 31, 2024, copies of June 30, 2024 and September 30, 2024 were included in the packet.
- B. Presentation of Audited Annual Financial Statements for Year Ended June 30, 2024
Harjot Sangha presented the Audited Financial Statement.

VIII. Reports

A. Jacobs

John Edgar reported that the Gilroy plant for the 7th year in a row won Plant of the Year as well as Safety Plant of the Year for the 17th time of the last 20 years. We currently have four Grade 5 Operators here, which is the highest level you can get in California and expect by the end of the year to have two more. This is due to the training and education we are able to provide. We are in the process of installing new Linear Mixers, which is a sustainability project we started planning for two years ago. When complete, this will provide significant savings on energy. A new septic receiving station will be our next project and once complete we expect to see a revenue increase. John reported the plant has had no exceedances this year.

B. Valley Water

Director's Varela and Santos were in attendance. Director Varela mentioned Valley Water will be adopting a new budget in May for 2026 which is just shy of a billion dollars. 70% of that budget is for infrastructure. Primarily for 10 dams, 3 water treatment facilities and 1 water purification facility. Valley Water will be honoring Saeid as their end of their next board meeting.

C. Stantec

Billy Wong presented the engineering projects report. Stantec is continuing to stay engaged with the Regional Water Quality Control Board with regards to the NPDES permit renewal hoping to adopt the permit by June of this year. Stantec is preparing for their annual instruction of recycled water users in South Bay and South County.

D. SCRWA Manager

In absence of the SCRWA Manager, SCRWA Interim Secretary Harjot Sangha mentioned the significant impact Saeid Vaziry had on the organization, community and those who worked alongside Saeid the past 19 years. The Board will have an opportunity to consider ways to honor his dedication and service to the plant in the upcoming months.

E. SCRWA Attorney

Andy Faber echoed Harjot Sangha's comments and mentioned working with Saeid for everyone of those past 19 years. This plant is award-winning, and that had a lot to do with Saeid Vaziry so it would be very appropriate to honor him.

F. Board Members

None

Adjourn

Chairman Bracco adjourned the meeting at 8:45 A.M.



Kerry Edmonds, Deputy Secretary of the Board
South County Regional Wastewater Authority



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

1500 Southside Drive

Gilroy, California 95020-7042

Telephone (408) 848-0480

Facsimile (408) 842-0873

scrwamail@ci.gilroy.ca.us

DATE: June 4, 2025

TO: Honorable Chairman and Members of the Board of Directors

FROM: Jimmy Forbis, General Manager

SUBJECT: **Adoption of the Fiscal Year (FY) 2026 and 2027 Operating and Capital Improvement Program (CIP) Budgets**

Recommendation

Adopt the proposed Fiscal Year 2026 (FY26) and 2027 (FY27) Operating and Capital Improvement budget for the South County Regional Wastewater Authority (SCRWA).

Discussion

The SCRWA Budget is developed in conjunction with the City of Gilroy's biennial budget development process. At the April 2, 2025, board meeting, the recommended FY26 and FY27 operating and capital improvements budgets were introduced to the SCRWA board.

This biennial budget provides the Board with systematic planning over the budget term, achieves efficiencies by planning out two years, and focuses on validation efforts and other worthwhile projects. The biennial budget demonstrates a commitment to operate the SCRWA over the long term with a balanced budget.

The SCRWA budget is comprised of two separate funds.

Funds

820 – SCRWA Construction

825 – SCRWA Plant Operations

The construction fund's budget identifies the individual cost to Morgan Hill and Gilroy for construction undertaken over the budget term. Per the Joint Powers Agreement (JPA) Capital costs have a fixed allocation between the cities of Gilroy and Morgan Hill at 58.1% and 41.9%, respectively.

The operational fund's budgets are allocated between the cities of Gilroy and Morgan Hill based on historical flow data. In June 2023, the Board approved the FY24 and FY25 biennial budgets, and subsequent biennial budgets, to use a two-year recorded average of flow for both agencies to be utilized for budgeting and billing purposes. As such, the FY26 and FY27 budgeted allocation and actual billing will be based on the average of the flows for both cities' 2023 and

2024 calendar years. For FY26 and FY27, the operational allocations for Gilroy and Morgan Hill are 57% and 43%, respectively, based on the aforementioned methodology.

Changes to the Recommended Budget

The recommended budget was presented to the board on April 2, 2025. Subsequently, staff have worked with the plant operator, Jacobs, and the primary engineering services consultant, Stantec, to finalize their respective operational agreements for services for FY26 and FY27, which are agenda items for the same Board meeting as separate agenda items. As a result of the staff's discussions with Stantec and the terms of the agreement, there is a budgetary adjustment warranted to Fund 820 related to the SCRWA Plant Expansion Project. Stantec's current agreement for services will expire on June 30, 2025. The new agreement for services will be effective July 1, 2025, and cover the next two fiscal years through June 30, 2027. Thus, the unspent budgetary appropriations for the construction management services will lapse for the current agreement on June 30, 2025, and need to be appropriated in FY26 and FY27 accordingly. Therefore, the recommended budget in Fund 820 – Construction – for FY26 and FY27 has been amended by \$1.1 million and \$0.5 million, respectively.

No adjustments are needed to the recommended budget for the SCRWA Operations Fund 825.

Fiscal Impact

Fund 820

The revised recommended capital improvement budget (Fund 820) for FY26 and FY27 is \$1.1 million and \$0.5 million, respectively, related to the commission of the SCRWA Treatment Plant Expansion project, and subsequent as-needed support services.

The capital costs are allocated between the cities of Gilroy and Morgan Hill at 58.1% and 41.9%, respectively. In FY26 and FY27, Gilroy will provide capital contributions of approximately \$0.6 million and \$0.3 million, respectively, and Morgan Hill will provide capital contributions of approximately \$0.5 million and \$0.2 million, respectively.

Fund 825

The recommended administration/operational budget (Fund 825) for FY26 and FY27 is \$15.5 million and \$16.5 million, respectively.

For FY26 and FY27, the operational allocations for Gilroy and Morgan Hill are 57% and 43%, respectively, based on the methodology mentioned in the Discussion Section. In FY26 and FY27, Gilroy will provide operational cost reimbursements of approximately \$8.3 million and \$8.9 million, respectively, and Morgan Hill will provide reimbursements of approximately \$6.3 million and \$6.7 million, respectively. Other user fees come from charges to private septic dischargers at the plant and interest earnings on the reserves, which are budgeted for a total of \$0.9 million in each of the fiscal years.

Detailed line-item budgets are included as Attachment 1.

SCRWA - FY26 and FY27 Budget - Construction Fund

Ratios

FUND	Org Name	GL ACCOUNT #	ACCT DESCRIPTION	TYPE	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 AMENDED BUDGET	2025 YEAR-END PROJECTION	2026 RECOMMENDED BUDGET	2027 RECOMMENDED BUDGET	FY25	FY26	FY27
820	SCRWA CONSTRUCTION	8208510-47340	MORGAN HILL CONTRIBUTION	Revenue	957,765	7,546,335	11,960,299	9,321,633	1,347,338	4,025,153	456,671	198,158	41.9%	41.9%	41.9%
820	SCRWA CONSTRUCTION	8208510-48113	INTERFUND TRANSFER IN (GILROY CONTRIBUTION)	Revenue	1,328,070	10,464,011	16,584,568	12,925,701	1,868,267	5,581,418	633,236	274,773	58.1%	58.1%	58.1%
Total 8258510 SCRWA CONSTRUCTION FUND REVENUES					\$ 2,285,834	\$ 18,010,346	\$ 28,544,867	\$ 22,247,334	\$ 3,215,605	\$ 9,606,571	\$ 1,089,908	\$ 472,931			

FUND	Org Name	GL ACCOUNT #	ACCT DESCRIPTION	TYPE	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 AMENDED BUDGET	2025 YEAR-END PROJECTION	2026 RECOMMENDED BUDGET	2027 RECOMMENDED BUDGET			
820	SCRWA CONSTRUCTION	8208510-53135	IMPROVEMENTS	Expense	2,274,462	19,939,889	26,582,714	22,241,029	10,700,000	9,600,000	1,083,008	465,686			
820	SCRWA CONSTRUCTION	8208510-53165	CONTRA CAPITAL OUTLAY	Expense	(2,274,462)	(18,005,123)	(28,517,480)	-	-	-	-	-			
820	SCRWA CONSTRUCTION	8208510-53168	CIP OFFSET	Expense	-	-	-	(22,241,029)	-	-	-	-			
820	SCRWA CONSTRUCTION	8208510-54150	OVERHEAD CHARGES	Expense	11,372	5,224	5,381	6,305	6,571	6,571	6,900	7,245			
Total 8258510 SCRWA CONSTRUCTION FUND EXPENDITURES					\$ 271,111	\$ 1,939,990	\$ (1,929,385)	\$ 6,305	\$ 10,706,571	\$ 9,606,571	\$ 1,089,908	\$ 472,931			

SCRWA - FY26 and FY27 Budget - Operations Fund

RATIOS

FUND	Org Name	GL ACCOUNT #	ACCT DESCRIPTION	TYPE	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 AMENDED BUDGET	2025 YEAR-END PROJECTION	2026 RECOMMENDED BUDGET	2027 RECOMMENDED BUDGET
825	SEWER TREATMNT PLANT OPERATION	8258520-45120	USER FEES	Revenue	346,528	356,858	241,397	332,119	340,000	300,000	300,000	300,000
825	SEWER TREATMNT PLANT OPERATION	8258520-46310	OTHER INTEREST	Revenue	54,929	37,884	239,330	500,821	170,000	700,000	500,000	500,000
825	SEWER TREATMNT PLANT OPERATION	8258520-46420	UNREALIZED GAIN/LOSS	Revenue	-	(130,873)	(41,195)	110,300	-	-	-	-
825	SEWER TREATMNT PLANT OPERATION	8258520-46510	RENTS,LEASES&CONCESSIONS	Revenue	90,000	70,597	89,831	95,408	90,000	99,240	100,000	100,000
825	SEWER TREATMNT PLANT OPERATION	8258520-47340	MORGAN HILL REIMBURSEMENT (OPS)	Revenue	3,684,494	4,598,541	4,723,664	4,807,534	5,342,662	4,914,244	5,911,214	6,366,023
825	SEWER TREATMNT PLANT OPERATION	8258520-47810	MISC REVENUES	Revenue	1,147	39,247	433,628	29,942	-	250,000	30,000	30,000
825	SEWER TREATMNT PLANT OPERATION	8258520-48112	TRF IN SCRWA GILROY (OPS)	Revenue	6,381,040	6,125,158	5,852,589	6,124,646	6,799,752	6,254,492	7,835,796	8,438,682
825	SEWER TREATMENT PLANT IMPROV	8258530-47340	MORGAN HILL REIMBURSEMENT (OPS CIP)	Revenue	332,578	1,270,510	183,672	92,284	291,280	293,198	362,920	342,710
825	SEWER TREATMENT PLANT IMPROV	8258530-48110	INTERFUND TRANSFER IN	Revenue	566,281	1,684,164	-	-	-	-	-	-
825	SEWER TREATMENT PLANT IMPROV	8258530-48114	TRF IN SCRWA - GILROY (OPS CIP)	Revenue	-	-	224,489	117,453	370,720	373,160	481,080	454,290
825	FIREHAZMAT PRETREAT	8258540-45115	INSPECTIONS AND ANALYSIS	Revenue	155	150	2,146	5,960	500	2,356	2,000	2,000
TOTAL 825 SCRWA OPERATIONS FUND REVENUES					\$ 11,457,151	\$ 14,052,236	\$ 11,949,551	\$ 12,216,466	\$ 13,404,914	\$ 13,186,690	\$ 15,523,010	\$ 16,533,705

FY25	FY26	FY27
44%	43%	43%
56%	57%	57%
44%	43%	43%
56%	57%	57%

FUND	Org Name	GL ACCOUNT #	ACCT DESCRIPTION	TYPE	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 AMENDED BUDGET	2025 YEAR-END PROJECTION	2026 RECOMMENDED BUDGET	2027 RECOMMENDED BUDGET
825	SCRWA ADMINISTRATION	8258500-50110	SALARIES	Expense	-	-	-	180,693	326,884	188,763	408,962	428,036
825	SCRWA ADMINISTRATION	8258500-50114	EARNED LEAVE CASHOUT	Expense	-	-	-	3,616	-	3,785	3,899	4,015
825	SCRWA ADMINISTRATION	8258500-50203	COMPENSATED ABSENCES	Expense	-	-	-	29,405	-	-	-	-
825	SCRWA ADMINISTRATION	8258500-50205	WORKERS COMP	Expense	-	-	-	13,598	18,184	18,184	3,752	3,995
825	SCRWA ADMINISTRATION	8258500-50210	RETIREMENT (FULL TIME)	Expense	-	-	-	22,385	38,025	21,764	45,108	46,228
825	SCRWA ADMINISTRATION	8258500-50212	DEFERRED COMPENSATION ER	Expense	-	-	-	360	640	360	882	882
825	SCRWA ADMINISTRATION	8258500-50213	UAL RETIREMENT	Expense	-	-	-	33,813	37,819	37,819	111,878	118,593
825	SCRWA ADMINISTRATION	8258500-50220	MEDICARE	Expense	-	-	-	2,791	4,741	2,930	5,930	6,207
825	SCRWA ADMINISTRATION	8258500-50225	HEALTH INSURANCE BENEFITS	Expense	-	-	-	10,501	20,034	9,381	51,077	53,631
825	SCRWA ADMINISTRATION	8258500-50230	LIFE INSURANCE BENEFITS	Expense	-	-	-	260	505	273	588	601
825	SCRWA ADMINISTRATION	8258500-50235	EMPLOYEE ASSISTANCE PROG	Expense	-	-	-	194	349	194	476	485
825	SCRWA ADMINISTRATION	8258500-50240	UNEMPLOYMENT INSURANCE	Expense	-	-	-	200	517	474	-	-
825	SCRWA ADMINISTRATION	8258500-50255	MISC DISABILITY INSURANCE	Expense	-	-	-	310	562	310	663	663
825	SCRWA ADMINISTRATION	8258500-50310	APPAREL, BOOTS, PPE	Expense	-	-	-	-	-	-	400	400
825	SCRWA ADMINISTRATION	8258500-51310	LEGAL FEES	Expense	18,717	10,243	9,002	9,963	60,000	5,000	20,000	20,000
825	SCRWA ADMINISTRATION	8258500-51510	PROFESSIONAL SUPPORT	Expense	-	-	-	334	900	300	550	550
825	SCRWA ADMINISTRATION	8258500-51615	INSURANCE CHARGES	Expense	4,863	161,627	198,106	531,622	218,412	561,415	589,486	618,960
825	SCRWA ADMINISTRATION	8258500-51620	AUDIT SERVICES	Expense	12,000	12,360	12,731	13,113	15,486	14,817	14,736	15,473
825	SCRWA ADMINISTRATION	8258500-51630	CONTRACTUAL SERVICES	Expense	1,340	1,300	856	-	-	2,000	20,000	20,000
825	SCRWA ADMINISTRATION	8258500-53165	CONTRA CAPITAL OUTLAY	Expense	(898,858)	(2,954,674)	(504,687)	(5,427,442)	-	-	-	-
825	SCRWA ADMINISTRATION	8258500-53168	CIP OFFSET	Expense	-	-	-	5,217,705	-	-	-	-
825	SCRWA ADMINISTRATION	8258500-54150	OVERHEAD CHARGES	Expense	447,799	594,272	623,985	373,606	392,780	392,780	412,419	433,040
825	SCRWA ADMINISTRATION	8258500-54155	LIABILITY INSURANCE CHRGS	Expense	136,110	147,308	150,764	43,090	45,273	45,273	47,537	49,913
825	SCRWA ADMINISTRATION	8258500-56120	DEPRECIATION	Expense	4,551,414	4,443,621	4,202,731	4,344,905	125,000	125,000	125,000	125,000
Total 8258500 SCRWA ADMINISTRATION					\$ 4,273,385	\$ 2,416,058	\$ 4,693,487	\$ 5,405,021	\$ 1,306,111	\$ 1,430,822	\$ 1,863,342	\$ 1,946,672
825	SEWER TREATMNT PLANT OPERATION	8258520-51410	UTILITIES	Expense	1,194,436	1,437,181	1,751,395	1,705,388	1,990,208	1,850,000	2,435,000	2,901,000
825	SEWER TREATMNT PLANT OPERATION	8258520-51420	TELECOMMUNICATIONS	Expense	-	-	-	411	-	500	500	500
825	SEWER TREATMNT PLANT OPERATION	8258520-51630	CONTRACTUAL SERVICES	Expense	6,396,964	6,650,523	6,916,346	7,979,943	8,256,986	8,256,986	9,140,349	9,817,481
825	SEWER TREATMNT PLANT OPERATION	8258520-52510	SERVICE FEES	Expense	299,993	299,821	211,033	160,547	300,000	250,000	300,000	300,000
825	SEWER TREATMNT PLANT OPERATION	8258520-52710	PERMITS	Expense	68,024	80,853	81,069	70,956	105,000	105,000	140,000	145,000

FUND	Org Name	GL ACCOUNT #	ACCT DESCRIPTION	TYPE	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 AMENDED BUDGET	2025 YEAR-END PROJECTION	2026 RECOMMENDED BUDGET	2027 RECOMMENDED BUDGET	FY25	FY26	FY27
825	SEWER TREATMNT PLANT OPERATION	8258520-53120	EQUIPMENT/FURNITURE	Expense	-	56,110	83,171	-	355,579	348,579	419,000	437,000			
825	SEWER TREATMNT PLANT OPERATION	8258520-53125	VEHICLES	Expense	209,709	61,465	83,144	-	129,689	47,779	80,000	-			
825	SEWER TREATMNT PLANT OPERATION	8258520-53135	IMPROVEMENTS	Expense	689,149	2,990,813	241,846	156,937	410,000	270,000	345,000	360,000			
825	SEWER TREATMNT PLANT OPERATION	8258520-55120	BAD DEBT EXPENSE	Expense	-	750	-	-	-	-	-	-			
Total 8258500 SCRWA PLANT OPERATIONS					\$ 8,858,276	\$ 11,577,515	\$ 9,368,004	\$ 10,074,181	\$ 11,547,462	\$ 11,128,844	\$ 12,859,849	\$ 13,960,981			
825	FIREHAZMAT PRETREAT	8258540-50110	SALARIES	Expense	272,998	274,540	224,623	238,945	348,343	327,404	322,221	340,092			
825	FIREHAZMAT PRETREAT	8258540-50114	EARNED LEAVE CASHOUT	Expense	-	-	12,673	503	-	1,214	1,251	1,288			
825	FIREHAZMAT PRETREAT	8258540-50120	WAGES/PART TIME	Expense	1,083	3,552	-	-	-	-	-	-			
825	FIREHAZMAT PRETREAT	8258540-50130	OVERTIME	Expense	7,007	15,651	33,220	96,803	7,000	29,856	-	-			
825	FIREHAZMAT PRETREAT	8258540-50203	COMPENSATED ABSENCES	Expense	9,318	(422)	1,413	4,396	-	-	-	-			
825	FIREHAZMAT PRETREAT	8258540-50205	WORKERS COMP	Expense	5,804	14,315	6,886	7,465	8,074	8,074	2,488	2,632			
825	FIREHAZMAT PRETREAT	8258540-50210	RETIREMENT (FULL TIME)	Expense	97,481	83,125	23,585	29,134	40,603	37,770	35,541	36,730			
825	FIREHAZMAT PRETREAT	8258540-50212	DEFERRED COMPENSATION	Expense	-	72	681	662	882	666	810	810			
825	FIREHAZMAT PRETREAT	8258540-50213	UAL RETIREMENT	Expense	-	-	52,749	53,630	61,720	61,720	54,147	58,690			
825	FIREHAZMAT PRETREAT	8258540-50220	MEDICARE	Expense	5,145	4,132	4,006	4,827	5,056	5,077	4,672	4,931			
825	FIREHAZMAT PRETREAT	8258540-50225	HEALTH INSURANCE BENEFITS	Expense	66,993	42,866	43,209	44,424	49,486	48,349	45,247	47,510			
825	FIREHAZMAT PRETREAT	8258540-50230	LIFE INSURANCE BENEFITS	Expense	536	462	290	292	400	419	433	443			
825	FIREHAZMAT PRETREAT	8258540-50235	EMPLOYEE ASSISTANCE PROG	Expense	485	396	358	370	525	514	437	446			
825	FIREHAZMAT PRETREAT	8258540-50240	UNEMPLOYMENT INSURANCE	Expense	251	449	494	260	536	491	-	-			
825	FIREHAZMAT PRETREAT	8258540-50245	UNIFORM & TOOL ALLOWANCE	Expense	-	8	100	100	100	100	-	-			
825	FIREHAZMAT PRETREAT	8258540-50255	MISC DISABILITY INSURANCE	Expense	522	430	376	389	549	553	528	528			
825	FIREHAZMAT PRETREAT	8258540-50310	APPAREL, BOOTS, PPE	Expense	3,376	167	1,123	2,395	2,400	2,400	3,740	3,740			
825	FIREHAZMAT PRETREAT	8258540-51110	EMPLOYEE TRAINING	Expense	-	-	-	1,368	1,800	1,800	3,400	3,400			
825	FIREHAZMAT PRETREAT	8258540-51120	EMPLOYEE TRAVEL, FOOD, LODGE	Expense	-	-	-	-	2,040	500	2,600	2,600			
825	FIREHAZMAT PRETREAT	8258540-51420	TELECOMMUNICATIONS	Expense	-	561	2,962	2,974	4,248	2,900	3,231	3,393			
825	FIREHAZMAT PRETREAT	8258540-51510	PROFESSIONAL SUPPORT	Expense	2,521	1,241	1,591	2,318	2,360	2,360	2,655	2,655			
825	FIREHAZMAT PRETREAT	8258540-51610	ADVERTISING-PUBLICITY	Expense	1,094	1,524	896	2,298	1,900	2,459	3,500	3,500			
825	FIREHAZMAT PRETREAT	8258540-51630	CONTRACTUAL SERVICES	Expense	8,709	3,132	-	7,086	150,000	-	165,000	5,000			
825	FIREHAZMAT PRETREAT	8258540-52110	OFFICE/COMPUTER SUPPLIES	Expense	617	249	1,021	1,347	2,500	5,000	8,000	8,000			
825	FIREHAZMAT PRETREAT	8258540-52160	MISC EXPENSES	Expense	-	-	-	2,924	-	-	-	-			
825	FIREHAZMAT PRETREAT	8258540-52510	SERVICE FEES	Expense	15,016	15,838	17,918	16,696	24,000	21,000	25,200	26,460			
825	FIREHAZMAT PRETREAT	8258540-53120	EQUIPMENT/FURNITURE	Expense	-	-	-	-	5,000	-	-	-			
825	FIREHAZMAT PRETREAT	8258540-53125	VEHICLES	Expense	-	-	-	52,800	-	-	45,000	-			
825	FIREHAZMAT PRETREAT	8258540-54110	INTERFUND TRANSFER OUT	Expense	-	-	1,853	-	-	-	-	-			
825	FIREHAZMAT PRETREAT	8258540-54130	FLEET SERVICE CHARGE	Expense	17,168	19,536	8,436	10,991	11,186	11,186	11,745	12,333			
825	FIREHAZMAT PRETREAT	8258540-54140	FACILITY SERVICE CHARGE	Expense	48,570	64,142	45,347	47,962	51,561	51,561	54,139	56,846			
825	FIREHAZMAT PRETREAT	8258540-54145	INFO TECH SERVICE CHARGE	Expense	3,614	3,928	2,658	3,771	3,651	3,651	3,834	4,025			
Total 8258540 HAZMAT PRETREATMENT					\$ 568,307	\$ 549,896	\$ 488,468	\$ 637,132	\$ 785,920	\$ 627,024	\$ 799,819	\$ 626,052			
Total 825 FUND EXPENDITURES					\$ 13,699,967	\$ 14,543,468	\$ 14,549,959	\$ 16,116,334	\$ 13,639,493	\$ 13,186,690	\$ 15,523,010	\$ 16,533,705			



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

1500 Southside Drive
Gilroy, California 95020-7042
Telephone (408) 848-0480
Facsimile (408) 842-0873
scrwamail@ci.gilroy.ca.us

DATE: June 4, 2025

TO: JIMMY FORBIS, Authority Manager

FROM: HARJOT SANGHA, Treasurer and Interim Secretary

SUBJECT: **THIRTEENTH ADDENDUM TO THE AGREEMENT WITH JACOBS FOR OPERATIONS, MAINTENANCE, ANALYTICAL LABORATORY, AND MANAGEMENT SERVICES FOR THE WASTEWATER TREATMENT AND WATER RECLAMATION FACILITIES FOR FISCAL YEARS 2026 AND 2027**

Recommendation

Staff recommends that the SCRWA Board authorize the Authority Manager to execute the thirteenth addendum to the agreement with Jacobs for operations, maintenance, analytical laboratory, and management services for the wastewater treatment and water reclamation facilities, with a two-year term effective July 1, 2025 through June 30, 2027.

Summary

Jacobs has been providing services as wastewater treatment plant operator since 1984. In June 2006, the SCRWA's Board approved a long-term service agreement through June 2021, and subsequently approved an extension of the original 15-year agreement by ten years, which provided for the contractual relationship to continue until 2031. In 2021, the renewal term for the addendum cycle was changed to every two years to coincide with the two-year annual budgets approved for the SCRWA.

Pursuant to the terms of the agreement, the parties negotiate an addendum to the agreement as a means of ensuring the cost of services remain as low as possible. This Thirteenth Addendum to the Agreement contains the direct cost, indirect cost, overhead and management fees, and solids handling not to exceed \$9,041,349 for the fiscal year 2026 and \$9,718,889 for the fiscal year 2027 respectively.

The addendum to the agreement is consistent with the objectives of the Board for successful facility operations. It has been reviewed and approved as to form by the Authority Attorney. Sufficient funding is appropriated in the SCRWA budget to accommodate cost in fiscal years 2026 and 2027.

Background

It is the goal of SCRWA to build, maintain, and operate infrastructure required to support the treatment facility and continue to provide high quality wastewater treatment and water reclamation services professionally and competitively to protect the public health and the environment, and ensure economic vitality of the Gilroy-Morgan Hill region. To achieve this goal, the SCRWA facility is required to be operated within design capabilities to meet the most current Waste Discharge Requirements Order issues by the California Regional Water Quality Control Board, the National Pollutant Discharge Elimination System requirements, and many permit terms issued by different regulatory authorities.

Jacobs operates and maintains the SCRWA facility via private contract within established cost parameters, while maintaining the integrity of the wastewater systems. The plant operator's objective is to provide the best quality effluent at the highest efficiency for its customers. It is required to comply with all permits and regulatory requirements when the flow and loading conditions are within the specified parameters.

Pursuant to the terms of the 2006 agreement, the parties are required to negotiate an addendum to the agreement each year, which consists of the direct cost, indirect cost, overhead and management fee consistent with the annual budgets approved for SCRWA. As noted, this Thirteenth Addendum to the Agreement will coincide with the two-year term of the biennial budget from July 1, 2026 through June 30, 2027.

Jacobs has been an effective partner with the treatment plant for 41 years. Under their operation, the facility has provided a high level of customer service, prevented permit violations, and received numerous awards, including but not limited to the 2024 Plant-of-the-Year first place status by the Monterey Bay Section of the California Water Environmental Association.

Financial Impact

All costs associated with this Addendum to Agreement have been included in the SCRWA budget for fiscal years 2026 and 2027. Total direct cost, indirect cost, overhead and management fee, and biosolids handling estimate associated with this Addendum is \$9,041,349 in fiscal year 2026 and \$9,718,889 in fiscal year 2027.

THIRTEENTH ADDENDUM
TO THE
AGREEMENT FOR OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR
THE WASTEWATER TREATMENT FACILITIES OF THE SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY

This Thirteenth Addendum (“Thirteenth Addendum”) by and between the South County Regional Wastewater Authority (hereinafter “Authority”), and Operations Management, Inc., (hereinafter “OMI”) to the AGREEMENT FOR OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE WASTEWATER TREATMENT FACILITIES OF THE SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY, dated July 1st, 2006 (“Agreement”) shall be considered effective upon execution.

RECITALS

WHEREAS, pursuant to Article 3.5 of the Agreement, the parties are required to negotiate an addendum to the Agreement which shall consist of the Direct Cost Budget and Indirect Costs, Overhead and Management Fee for the upcoming two-year period; and

WHEREAS, this Thirteenth Addendum contains the Direct Cost Budget and Indirect Costs, Overhead and Management Fee for the fiscal year 2025–2026 and fiscal year 2026-2027 (commencing as of July 1, 2025) as negotiated by the parties.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual conditions and covenants contained herein, Authority and OMI agree to this Thirteenth Addendum to the Agreement as follows:

1. Exhibit B, Section B.9

The current meter list in Section B.9 is deleted in its entirety and replaced as follows:

Permit Name	Meter ID#	Location
B&T Farms	904393	Valve Between Calpine and Gun Range
B&T Farms (West)	994024-8	North field behind orchard
C & E Farms #2	135163	Sheldon Rd.
Calpine - Cogen	64897928	Cogen
Calpine - Peaker	61767407	Behind energy plant in vault
City of Gilroy - Christmas Hill Park	893178	CHP Softball field
City of Gilroy - Christmas Hill Park	70020157	CHP Booster Pump Station
City of Gilroy - Golf Course	84633020	next to road by the fence
City of Gilroy - Police Range	60852362	Gilroy Shooting Range
City of Gilroy - Sports Park	77132138	Gilroy Sports Park
City of Gilroy #4	78255939	1798 Third Street
City of Gilroy #5	79448993	1681 Third Street
City of Gilroy #6	74814864	1502 Third Street
City of Gilroy #7	74814912	7905 Cobblestone Court
Eagle Ridge Golf Course	892545	Eagle Ridge
Heartland Owners Association #1	78846906	1837 Rosemary Drive
Heartland West Owners Association #8	55823473	2421 Grassland Way
McCarthy Development - N	20240560-04	West side of Buildings North meter
McCarthy Development - S	20240559-04	West side of buildings South meter
McCarthy Park - NE	65660171	NORTH OF BRIDGE (Northeast)
McCarthy Park - NW	64308108	NORTH OF BRIDGE (Northwest)
Meritage Homes #10	70762884	2384 Third Street
Meritage Homes #11	56112185	2973 Grassland Way
Meritage Homes #12	7076285	2670 Grassland Way
Meritage Homes #2	78293084	1771 Third Street
Meritage Homes #3	78846903	1796 Third Street

Meritage Homes #9	57915438	2382 Third Street
San Felipe Farms	862840	closed with blind flange
San Felipe Farms	134051	Next to plant's fence
San Felipe Farms	78334101	East Turnout
San Felipe Farms	20091455-08	West Turnout
San Felipe Farms	21-08616-08	Far West Turnout
San Felipe Farms	135116	South Turnout
San Felipe Farms	135711	Far South Turnout
San Felipe Farms	135164	Sheldon Rd.
Standard Pacific Homes - Glen Loma	78367341	Club Drive East of Santa Teresa
United Natural Foods - SE	66435007	SOUTH OF BRIDGE
United Natural Foods - SW	66435006	SOUTH OF BRIDGE

2. Exhibit B, Section B.11 (8)

“City of Gilroy Quarterly Report. OMI shall provide and submit a City of Gilroy Utilities Department Quarterly Report to the Authority within fifteen (15) days after the end of each fiscal quarter.”

3. Exhibit C

Section C.2 – Design Limitations to Exhibit C – Permits and Project Conditions is hereby deleted and replaced in its entirety with the following:

The following influent wastewater characteristics are considered the plant operational limits:

	Extended Aeration	Membrane Bioreactor
Average dry weather flow:	8.5 MGD	2.5 MGD
Biochemical oxygen demand (5-day), design maximum	18,635 lbs./day	8,600 lbs./day
Total suspended solids, design maximum	20,947 lbs./day	6,900 lbs./day

4. Exhibit D, Section D.1

Section D.1 of Exhibit D is deleted in its entirety and replaced as follows:

D.1 Fiscal Year 2025 – 2026 and 2026 – 2027 Budget

7. Exhibit D, Section D.1

Section D.1 of Exhibit D is deleted in its entirety and replaced as follows:

D.1 Fiscal Year 2025 - 2026 Budget

		Fiscal Years	
		2025-2026	2026-2027
A. DIRECT COST			
1. Labor and Benefits	\$	3,052,369	\$ 3,365,231
1A. Prevailing Wage	\$	391,906	\$ 433,690
2. Utilities	\$	88,615	\$ 95,261
3. Chemicals	\$	477,996	\$ 522,190
4. Fuels and Lubricants	\$	69,842	\$ 42,780
5. Outside Services	\$	391,586	\$ 430,745
6. Laboratory Supplies	\$	191,981	\$ 201,580
7. Repairs, Inc. Outside Repair Svcs.	\$	767,338	\$ 844,072
8. Equipment Rental	\$	37,870	\$ 39,763
9. Maintenance Supplies	\$	310,238	\$ 341,262
10. Office Supplies and Support	\$	220,437	\$ 231,459
11. Roads, Levees, and Fences	\$	73,204	\$ 76,864
Total	\$	6,073,380	\$ 6,624,895
B. INDIRECT COST, OVERHEAD & MGT. FEE	\$	1,118,663	\$ 1,152,223
C. BASELINE COST (A&B)	\$	7,192,043	\$ 7,777,118
D. ELECTRICAL	\$	2,434,522	\$ 2,901,051
E. Valley Water	\$	99,000	\$ 99,000
E. SOLIDS HANDLING & TRANSPORTATION	\$	1,849,306	\$ 1,941,771
F. ANNUAL BUDGET (C+D+E+F)	\$	11,574,871	\$ 12,718,940

The budget is based on the following characteristics

- Flow, Million Gallons per Day: 6.431
- Biochemical Oxygen Demand, Lbs./day: 18,744
- Total Suspended Solids, Lbs./day: 19,954

Flow and Loadings values were based on the average for 2019,2020,2021,2022, and 2023 calendar years.

5. Exhibit E

Exhibit E is deleted in its entirety and replaced with the following:

EXHIBIT E - VEHICLE AND ROLLING STOCK

Asset Name	Serial	Condition
Diesel Fuel Oil Tanker -848	13627	Good
1999 John Deere Tractor w Tiger Boom -4903	L06310P235677	Fair
2007 Tiger Rear Flail Mower	TRF102-1623	Good
1998 Wilcox Three PT Hitch Ripper -8801	4467	Good
2009 Wilcox Three PT Hitch Ripper-8902	5069	Good
Rmc Three Prong Ripper with Drawbar -8802	NA	Fair
1996 Cat Tractor challenger 65D -4604	2ZJ2357	Good
2008 Cat Tractor Challenger MT835B-4801	AGCC0835JNTGG1002	Good
2005 Rome Disk harrow 2250-37-4503	114	Good
1990 Domerics Disk Harrow -8002	E-12039	Good
2020 John Deere Skid Steer	1T0333GMKLF387874	Good
2020 Eterra Sidewinder Side Boom Mower	SW-36-10062	Good
2020 Rears Brush Hound Mower	RH20133N-84FH	Good
Godwin Pump	1162237	Good
2002 Komatsu Forklift	5585894A	Good
2020 CAT Fork Lift	AT13G04355	Good
2016 Ditchwitch Vacuum Trailer T22S	IDSB202Z6G1702631	Good
2020 Gearmore model G703-F	G703F092101466B	Good
2008 Ford F250 Service Truck -2809	IFDNF20598EC31811	Good
2012 Ford F550 Crane Truck 0110	IFDUF5GT9CEA66949	Good
2012 Ford F550 Crane truck -2111	IFDUF5GT7CEA66948	Good
2014 Ford F250 4X4 Crew Cab -2413	IFT7W2B63EE47242	Good
2017 Ford F450 Boom Truck	IFDUF4GY9HDA09847	Good
2017 Polaris RZSR Ranger crew	4XARVA871H0027650	Good
2018 Ford F250 Truck 2816	IFt7X2A67JEB23341	Good
2019 Ford F250 truck-2915	IFD7X2A63KED56369	Good
2020 Ford F250 Super Duty 4x4	1FTBF2 85 5LE848164	Good
2022 Ford F350	1FDRF3G6XNEG15310	New
2023 Toyota Tacoma	3TYSX5EN3PT017697	New
2024 Toyota Tocomo	3TMLB5JN8RM076719	New
1994 Ford Ranger Truck -2405	IFTCRIOU7RPA92921	Retired
1999 6-in Portable Pump GRT6A3	1162237	Retired
2001 Chevy 4X4 Truck 3500 -2006	IGCHK24U31E261309	Retired
2002 Gem Electric cart -7201	5ASAK27422F023925	Retired
2007 Gem Electric Cart -7703	5ASAK274 87F042986	Retired
2009 Ford Ranger Truck -2912	IFTYRIODX9PA08354	Retired
2009 Ford Ranger Truck -2913	IFTYRIOD19PA08355	Retired
2006 Ford Half Ton Truck-2609	IFTRF12296NB74140	Retired

2000 Chevy 3500 Service Truck -2005	IGBGC34R6YR230931	Retired
1972 Cat Tractor D6-4207	908635	Retired
2022 Carryall 500	ME2313-392055	New
Pak Flail Mower F20 057	F20-057	Good
Pipe Trailer	NA	Rebuilt/Good
2009 Generator Trailer	5SLBG18209L004426	Good
2020 John Deere Blade DB96	1T0DB96XEL0001232	Good
2008 Car hauler trailer	5FTTH162691033392	Good
2016 TICO Prospotter dot yard goat	IT9TSDA88GR825447	Good
PAV	1FMZK1YM7JKA79117	Good
Tele-handler	6TH1015E-10548	Good
Sweco	DS10-018	Good
United Rentals (Blue) trailer	58CB1DB22JC003473	Good

6. General Provisions

- A. This Thirteenth Addendum shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
- D. In case of any conflict between any term or provision of this Thirteenth Addendum and any term or provision of the Agreement, the term or provision of this Thirteenth Addendum shall govern.
- E. This Thirteenth Addendum shall be deemed to be made in, and construed in accordance with, the laws of the State of California. In the event suit is brought by either party hereunder, the Parties agree that venue for such action shall be vested in the state courts of California in the County of Santa Clara or in the United States District court in the Northern District of California.
- F. This Thirteenth Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, this Thirteenth Addendum has been executed as of the date set forth below.

OMI

Operations Management International,
Inc.

By: _____

Name: Greg Fischer

Title: Vice President

Date: _____

Authority

South County Regional Wastewater
Authority

By: _____

Name: Jimmy Forbis

Title: Authority Manager

Date: _____

Approved as to Form

By: _____

Name: Andrew L. Faber

Title: Authority Attorney

Date: _____

Attest

By: _____

Name: _____

Title: _____

Date: _____



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

1500 Southside Drive
Gilroy, California 95020-7042
Telephone (408) 848-0480
Facsimile (408) 842-0873
scrwamail@ci.gilroy.ca.us

DATE: June 4, 2025

TO: JIMMY FORBIS, Authority Manager

FROM: HARJOT SANGHA, Treasurer and Interim Secretary

SUBJECT: **CONSULTANT AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO CONTINUE ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT AND WATER RECLAMATION FACILITIES FOR FISCAL YEARS 2026 AND 2027**

Recommendation

Staff recommends that the SCRWA Board authorize the Authority Manager to execute an agreement with Stantec Consulting Services Inc. (Stantec) to continue engineering support and construction management services for the Wastewater Treatment Plant Capacity Expansion Project, with a two-year term from July 1, 2025, through June 30, 2027.

Summary

The specialized engineering services for the wastewater treatment facilities have been provided under contract by Stantec, formerly MWH Americas, Inc., since SCRWA was formed. Consistent with the two-year budget for SCRWA, the proposed agreement will allow Stantec to continue to provide such services over the next two fiscal years and carry forward its technical support.

The proposed agreement is similar to past agreements. It provides support for operational and maintenance projects and the required technical studies that need to be completed on an annual basis. The projects are necessary to enhance the ability to maintain and operate the facility. Stantec will perform specialized studies related to flow and loading projections, salt and nutrient management plan, recycled water inspections, permits, and mandates associated with the Waste Discharge Requirements Order (WDR) and National Pollution Discharge Elimination System (NPDES) permits through the Regional Water Quality Board (Water Board). The WDR/NPDES permit for operations of the facility is currently under review by the Water Board. Requirements by the Water Board could introduce challenging issues such as new federal mandates for contaminants and evolving regulations. Stantec will prepare the necessary reports and assist in negotiations with regulatory agencies. Same as prior years, their general engineering support is on a time-and-materials basis and budgeted at \$300,000 per year. The agreement also includes professional services for the advancement of the capital improvement and repair projects that are under review, design, or construction. This includes the treatment capacity expansion project.

The level of effort for the multi-year projects has been negotiated with Stantec to ensure the cost of services remain as low as possible. The proposed agreement continues their work for fiscal years 2026 and 2027 at \$1,583,008 and \$965,686 respectively, on a time-and-materials basis. The associated cost is budgeted for each individual project, and sufficient funding is identified in the fiscal years 2026 and 2027 SCRWA budget to accommodate its cost. The agreement has been reviewed and approved as to form by the Authority Attorney.

Background

Stantec has provided engineering services to SCRWA on an annual basis since the creation of Joint Powers Agreement in the early 1990s. The company is ranked among the top firms for wastewater design, consulting, and environmental services, and responsible for the design of the SCRWA facility and its expansion. The firm is most familiar with the existing plant and is involved in all aspects of the current planning, design, and regulatory permitting framework.

This agreement represents services for a two-year budget term through June 2027. Stantec will continue to work on operational and maintenance projects, for which they have been conducting highly technical peer reviews over the last several years, on as-needed basis. A summary of the tasks for the next two years is as follows:

- General engineering support services
- Flow projections and organic loading update
- Regulatory assistance with WDR/NPDES permits
- Salt and nutrient management studies
- Recycled water system support
- Continuation of engineering studies for operations and maintenance projects
- Continuation of work associated with carrying forward the capital outlay for the plant expansion project and treatment system enhancements

It is necessary to sustain permit compliance and improve reliability, efficiency, and redundancy of treatment facilities to ensure operational capacity. This work is consistent with the current objectives of the Board for successful facility operations.

Financial Impact

Sufficient funding is identified in the fiscal years 2026 and 2027 SCRWA budget to accommodate the proposed agreement with Stantec. The total two-year contract amount is \$2,548,694 with \$1,583,008 allocated in FY 26 and \$965,686 allocated in FY 27.

The operations budget (Fund 825) will incur contractual expenses of \$600,000 for general engineering services and \$400,000 for CIP repairs. The construction budget (Fund 820), related to the plant extension project, will incur contractual expenses of \$1,083,008 in FY 2026 and \$465,686 in FY 2027.

SERVICES	FISCAL YEAR 2026 (\$)	FISCAL YEAR 2027 (\$)	TWO-YEAR TOTAL (\$)
General Engineering Services	\$300,000	\$300,000	\$600,000
Studies for Repairs and Capital Improvement	\$200,000	\$200,000	\$400,000
Engineering and Construction Management Services for the Wastewater Treatment Plant Capacity Expansion Project	\$1,083,008	\$465,686	\$1,548,694
All Proposed Services	\$1,583,008	\$965,686	\$2,548,694

AGREEMENT FOR SERVICES

This AGREEMENT is made on this 27th day of May, 2025, between:

“SCRWA”: South County Regional Wastewater Authority, having a principal place of business at 7351 Rosanna Street, Gilroy, California, 95020; and

“CONSULTANT”: Stantec Consulting Services Inc., having a principal place of business at 2999 Oak Road, Suite 800, Walnut Creek, California, 94597

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be deemed to have become **effective as of July 1, 2025**, and will **continue in effect through June 30, 2027**, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of SCRWA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCRWA and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to SCRWA’s employees, including, without limitation, disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Specific Services

CONSULTANT agrees to perform the services as outlined in **Exhibit “A”** (“Specific Provisions”) and **Exhibit “B”** (“Scope of Work”) within the time periods described in **Exhibit “D”** (“Milestone Schedule”).

Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. SCRWA shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT’s services.

Employment of Assistants

CONSULTANT may, at the CONSULTANT's own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 below. SCRWA may not select, control, direct, or supervise CONSULTANT's assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT's services.

ARTICLE 4. COMPENSATION

Amount

In consideration for the services to be performed by CONSULTANT, SCRWA agrees to pay CONSULTANT as provided for in **Exhibits "C-1"** ("Payment Schedule"), and **"C-2"** ("Stantec Fee Estimate"). Notwithstanding anything set forth in **Exhibits "C-1" and "C-2"**, however, consideration for services under this Agreement shall in no event exceed two million five hundred forty-eight thousand six hundred and ninety-four dollars (\$2,548,694.00), allocated between fiscal years as follows: \$1,583,008 for Fiscal Year (FY) 2026 and \$965,686 for FY 2027. If the FY 2026 budget is not completely expended by June 30, 2026, the remaining budget will be cumulative with FY 2027 budget.

Invoices

CONSULTANT shall submit invoices for all services rendered.

Payment

Payment shall be due within thirty (30) days after receipt of invoice describing the work performed and approved direct expenses as provided for in **Exhibit "A" IV** incurred during the preceding period. If SCRWA objects to all or any portion of any invoice, SCRWA shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for SCRWA not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for SCRWA, including but not limited to, all costs of equipment used or provided by

CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCRWA shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCRWA, except for those expenses constituting "direct expenses" referenced on **Exhibit "A"**.

ARTICLE 5. OBLIGATIONS OF CONSULTANT

Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from SCRWA.

Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT's employees and agents and agrees to hold harmless, defend with counsel acceptable to SCRWA and indemnify SCRWA, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT's employees except to the extent that such injury, disability, or death is caused by the negligence or misconduct of SCRWA.

Indemnification of Liability, Duty to Defend

CONSULTANT asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to, and consistent with, the standards generally recognized as being employed by professionals of CONSULTANT's caliber in the same locality. To that end, CONSULTANT and SCRWA agree as follows:

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by SCRWA (which approval shall not be unreasonably withheld), indemnify and hold harmless SCRWA, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT's assistants, employees, agents, or subcontractors in the performance of services and duties covered by this Agreement, including all claims relating to the injury or death of any person or damage to any property, but not to the extent that such liabilities, claims, suits, losses, damages, costs and expenses, arise out of or result from the negligence or willful misconduct of SCRWA, its officers, officials and employees.

2. As to other liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by SCRWA (which approval shall not be unreasonably withheld), indemnify and hold harmless SCRWA, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses,

including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of CONSULTANT or CONSULTANT's assistants, employees, agents, or subcontractors in the performance of services and duties covered by this Agreement, including all claims relating to the injury or death of any person or damage to any property.

3. CONSULTANT shall defend, indemnify and hold harmless SCRWA, its officers, officials, employees and agents from and against all claims, damages, suits, losses, damages, rules, regulations, orders and expenses, including but not limited to attorneys' fees, court costs, cleanup costs and expenses arising out of or resulting from the alleged dispersal, discharge, escape, release, whether sudden or not, or saturation of sewage, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gasses, or other materials, irritants, contaminants, or pollutants, in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of: (a) soil, (b) water or watercourses, (c) air, (d) objects, or (e) any tangible or intangible matter, to the extent that such alleged dispersal, discharge, escape, release or saturation arises out of or results from any willful misconduct or negligent acts, errors, or omissions by CONSULTANT.

4. CONSULTANT shall not be liable for damages to the extent that such damages arise out of or result from the actions or inactions of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plan and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Notwithstanding the foregoing limitation on liability, CONSULTANT shall have a duty to expend its best efforts to process and obtain such permits in a timely fashion when CONSULTANT is acting as SCRWA's agent in the processing or obtaining of such permits.

5. Each party shall notify the other party of all claims arising under this **Article 5**. Neither CONSULTANT nor SCRWA shall settle any claim without the prior written consent of the other party.

Indemnification by Construction Contractor

If the Services involve a construction phase of any Project, SCRWA shall require all construction contractors covered by SCRWA's contracts related to the Project to defend, indemnify and hold CONSULTANT harmless to the same extent that the contractor is obligated to defend, indemnify and hold SCRWA harmless and also require the contractor to add CONSULTANT as an additional insured on the contractor's Commercial General Liability and Auto Liability insurance policies applicable to any Project. SCRWA shall also require the construction contractor to assume sole and complete responsibility for Project site health and safety during the course of construction, including but not limited to the safety of all persons and property related to the Project.

Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY obtain and maintain throughout the term of this Agreement:

- a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$5,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death due to any person, and damage to property including the loss of use thereof; and
- b) Professional Liability Insurance (Errors and Omissions) with a minimum coverage of \$5,000,000 per occurrence or claim, and \$10,000,000 aggregate; provided however, Professional Liability Insurance written on a claim made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claim made basis (including without limitation the initial policy obtained, and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work.

Claims made Professional Liability insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or not renewed, and not replaced with another claims-made policy form with the retroactive dates prior to the earlier of the effective dates of the contract or the beginning of the contract work, CONSULTANT must purchase so-called "extended reporting" or "tail" coverage for a minimum of (5) five years after completion of work, which must also show a retractive date that is before the earlier of the effective dates of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement and requiring thirty (30) days written notice of policy lapse or cancelation, or of a material change in policy terms.

Assignment

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that, notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of SCRWA, which SCRWA may withhold in its sole and absolute discretion.

State and Federal Taxes

As CONSULTANT is not SCRWA's employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT

acknowledges and agrees that:

*SCRWA will not withhold FICA (Social Security) from CONSULTANT's payments;

*SCRWA will not make state or federal unemployment insurance contributions on CONSULTANT's behalf.

*SCRWA will not withhold state or federal income tax from payment to CONSULTANT.

*SCRWA will not make disability insurance contributions on behalf of CONSULTANT.

*SCRWA will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF SCRWA

Cooperation of SCRWA

SCRWA agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by SCRWA of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT's duties under this Agreement. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by SCRWA without independent verification, except to the extent that SCRWA expressly indicates to CONSULTANT that such information may require independent verification.

Assignment

SCRWA may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such an assignment shall not release CONSULTANT from any of CONSULTANT's duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

This Agreement shall terminate automatically on the occurrence of any of the following events.

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party; or
3. Termination of either party as a legal entity.

Termination by SCRWA for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, and fail to promptly cure such defect or deficiency within an applicable cure period (if any), SCRWA, at SCRWA's option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT's failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT's breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work properly completed through the date of the termination notice, as reasonably determined by SCRWA, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on **Exhibit "C-2"** which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if SCRWA terminates this Agreement due to CONSULTANT's default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies SCRWA may have, CONSULTANT shall reimburse SCRWA, within ten (10) days after demand, for any and all costs and expenses incurred by SCRWA in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts SCRWA would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

Termination for Failure to Make Agreed-Upon Payments

Should SCRWA fail to pay CONSULTANT all or any part of the compensation set forth in **Article 4** of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT's option, may terminate this Agreement if such default is not remedied by SCRWA within thirty (30) days after demand for such payment is given by CONSULTANT to SCRWA ("**Payment Demand**"). Such termination shall not release SCRWA from SCRWA's payment obligations for work satisfactorily performed prior to such termination.

If SCRWA has determined that a payment is not due, or is not due in the amount billed,

SCRWA shall notify CONSULTANT by a notice delineating reasons for non-payment (“Nonpayment Notice”) within thirty (30) days after delivery of the Payment Demand to SCRWA. At the time the Nonpayment Notice is given, SCRWA shall pay any amount not in dispute. The parties will thereafter have thirty (30) days from the date of said notice (“Meet and Confer Period”) to meet and confer to address the differences between the parties. If the parties cannot come to agreement on appropriate payment within said Meet and Confer Period, CONSULTANT may terminate this Agreement. Except as explicitly stated in this paragraph, nothing in this paragraph shall be deemed to limit the legal rights of the parties to this Agreement.

Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to a person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to SCRWA all work done toward completion of its services and shall act in such a manner as to facilitate the assumption of duties by any new consultant.

ARTICLE 8. GENERAL PROVISIONS

Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

Documents

(a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of CONSULTANT, except where by law or precedent these documents become public property. Any reuse of the plans and specifications without the written authorization of CONSULTANT will be at SCRWA’s sole risk and without liability to CONSULTANT.

(b) All computer programs, software and other like data developed during the course of the project, unless specifically developed for SCRWA, are and shall remain the sole property of CONSULTANT.

Americans with Disabilities Act of 1990

Throughout the term of this Agreement, CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. CONSULTANT shall defend with counsel acceptable to SCRWA, indemnify and hold harmless SCRWA, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action,

losses, liabilities, expenses and fees, including without limitation attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its subcontractors, or the officers, employees, agents or representatives of either.

Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

Compliance with Laws

The CONSULTANT shall keep itself informed of all applicable State and National laws and municipal ordinances and regulations of the City of Gilroy which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the City of Gilroy, obligating every contractor or subcontractor under a contract or subcontract to SCRWA for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no SCRWA employee or office of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

No Third-Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for SCRWA and contains all the covenants and agreements between the parties with respect to the rendering of such

services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of SCRWA prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon SCRWA.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.I. Notices**, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Force Majeure

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party CONSULTANT shall be entitled to an equitable adjustment of the Project Schedule as a result of any such delay.

Time of the Essence

All dates and times referred to in this Agreement are of the essence.

Waiver

CONSULTANT agrees that waiver by SCRWA of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:

SCRWA:

STANTEC CONSULTING SERVICES INC.

SOUTH COUNTY REGIONAL WASTEWATER
AUTHORITY

Signed by:
By: Billy Wong
8CBEB6D363624C2...
Billy Wong, P.E.
Vice President

By: _____
Jimmy Forbis
SCRWA Manager

Social Security or Taxpayer
Identification Number: 11-2167170

ATTEST:

Harjot Sangha, SCRWA Treasurer and
Interim Secretary

Approved as to Form:

Andrew L. Faber
Attorney for SCRWA

EXHIBIT “A”
SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibits “B-1” and “B-2”** of the Agreement, collectively the “Scope of Work”. (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign Billy Wong, who will act in the capacity of Project Manager, and who will personally direct such services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to properly complete the services required herein.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence services upon delivery to CONSULTANT of written Notice to Proceed. Notice shall be deemed to have been delivered as provided in **Article 8** of the Agreement in the subsection entitled “Notices.”

B. COMPLETION OF SERVICES

Upon proper completion of all of the services defined under this Agreement, SCRWA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has properly completed all of the services under this Agreement, and if so requested, SCRWA shall make this determination within two (2) weeks of such request, or if SCRWA determines that CONSULTANT has not properly completed all of such services, SCRWA shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The Progress Schedule will be as set forth in the attached **Exhibit “D”** entitled “Milestone Schedule.”

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of the Agreement, “Payment”, and based on **Exhibit “C-1”**, “Payment Schedule”.

Direct expenses are charges and fees not included in **Exhibits “B-1” and “B-2”**, “Scope of Work”. SCRWA shall be obligated to pay only for those direct expenses that have been previously approved in writing by SCRWA. CONSULTANT shall obtain written approval

from SCRWA prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. CONSULTANT'S SERVICES TO BE APPROVED
BY A REGISTERED PROFESSIONAL
ENGINEER

All reports, cost estimates, plans and other documents that may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional engineer in the State of California.

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional engineer responsible for their preparation.

B. STANDARD OF WORKMANSHIP

CONSULTANT represents that it has the qualifications, skills and licenses necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and SCRWA expressly relies upon CONSULTANT's representations regarding its skills, qualifications and licenses. CONSULTANT shall perform such services and duties in conformance to and consistent with standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality reasonably acceptable to SCRWA. The minimum criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by SCRWA for similar purposes.

C. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the services furnished by it under this Agreement. SCRWA's review, acceptance or payment for any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to SCRWA in accordance with applicable law for all damages to SCRWA caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

D. RIGHT OF SCRWA TO INSPECT RECORDS OF CONSULTANT

SCRWA, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, timecards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to SCRWA by CONSULTANT, all of which shall be made available to SCRWA within five (5) business days after SCRWA's request.

E. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of SCRWA, be used for any purposes other than the performance of the PROJECT services, nor be disclosed to an entity not connected with the performance of the PROJECT services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT's disclosure thereof) shall be deemed confidential. CONSULTANT shall not use SCRWA's name or insignia or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of SCRWA.

F. NO PLEDGING OF SCRWA'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of SCRWA or incur any obligation in the name of SCRWA.

G. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of SCRWA, but CONSULTANT may retain and use copies thereof subject to Paragraph E immediately above.

SCRWA shall not be limited in any way in its use of said material at any time for any work, whether or not associated with PROJECT. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than PROJECT,

including, but not limited to, the release of this material to third parties for work other than on PROJECT.

H. NOTICES.

Notices are to be sent as follows:

SCRWA: Heath McMahon, Utilities Director
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: Billy Wong, Vice President
Stantec Consulting Services Inc.
2999 Oak Road, Suite 800
Walnut Creek, CA 94597

I. FEDERAL FUNDING REQUIREMENTS.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and SCRWA-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT “B-1”

GENERAL ENGINEERING SERVICES

SCOPE OF WORK: FY 2026 AND FY 2027

Introduction

This Scope of Work describes General Engineering Services that may be provided on an as-needed basis by the CONSULTANT to SCRWA during FY2026 and FY2027 to assist with operations, planning, and administration for the Wastewater Treatment Plant (Facility) and Recycled Water System. This Scope of Work includes the following tasks:

South County Regional Wastewater Authority General Engineering Services Tasks

- Task 1 – Facility Flow Projections
- Task 2 – Salt Management Support
- Task 3 – Recycled Water System Support
- Task 4 – NPDES/WDR Permit Renewal
- Task 5 – General Support Services for Maintenance and Operations
- Task 6 – Project Management, Board, and TAC Meetings

South County Regional Wastewater Authority Capital Projects in Planning, Design, Construction Management and Support Tasks

- Task 7 – Capital Improvement Project Services.
- Task 8 – Engineering Services for Wastewater Treatment Capacity Expansion Project.¹

Each of these tasks is described below in detail. Assumptions made regarding the required engineering level-of-effort are listed below and shown in **Exhibits “C-1” and “C-2”**.

SCRWA will furnish to the CONSULTANT all applicable information and technical data in SCRWA's possession or control that are reasonably required for the proper performance of the General Engineering Services. The CONSULTANT shall be entitled to reasonably rely upon the information and data provided by SCRWA or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Work.

¹ A detailed scope of work for Task 8, Engineering Services for Wastewater Treatment Capacity Expansion Project, is provided in Exhibit “B-2.”

SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY GENERAL ENGINEERING SERVICES TASKS

Task 1 – Facility Flow Projections

Subtask 1.1 – Engineering Support

To aid in estimating future treatment and disposal needs, the CONSULTANT will update flow projections based on actual flow data and revised permitting and population data from the planning departments of the Cities of Gilroy and Morgan Hill. The CONSULTANT will meet with SCRWA staff, its Technical Advisory Committee (TAC), and its Board members to review and adjust plans for future wastewater facility improvements. Revised projections will be presented as an update to the Wastewater Flow Projection Report/Technical Memorandum.

In addition, the Urban Growth Boundaries (UGB) analysis will be adjusted based on recent updates to the UGB in the City of Gilroy, if available, and will include the Flow Projections update. The purpose of the UGB analysis is to determine the total wastewater flow expected from within the UGB based on planned land use.

Work on this task will be provided on an as-needed basis; a projected level of effort is provided in Exhibit “C-2”.

Task 2 – Salt Management Support

Subtask 2.1 – Engineering Support

The 2010 Waste Discharge Requirements (WDR) allow SCRWA to participate in a regional salt management program in lieu of preparing an analysis each year. The Final Salt and Nutrient Management Plan has been published. On behalf of SCRWA, the CONSULTANT will assist the regional partner, Santa Clara Valley Water District (Valley Water), in providing technical support for the regional salt management program for the South County on an as-needed basis.

Work on this task will be provided on an as-needed basis; a projected level of effort is provided in Exhibit “C-2”.

Task 3 – Recycled Water System Support

Subtask 3.1 – Training Workshops

The CONSULTANT will prepare materials and provide an annual training workshop for new and existing recycled water users in accordance with Regional Water Quality Control Board (RWQCB) regulations. To assist SCRWA staff in issuing annual recycled water permits, the CONSULTANT will inspect the recycled water systems of each user, and issue inspection reports to SCRWA staff detailing the findings of the inspections. In addition, the CONSULTANT will provide as-needed recycled water user coordination and support to inspect new sites outside of the annual training and inspections, answer user questions, and coordinate with Valley Water.

Subtask 3.2 – Review Santa Clara Valley Water District South County Recycled Water Project and as-needed support

The CONSULTANT will conduct engineering design reviews of the Valley Water South County Recycled Water Projects and provide as-needed engineering support to SCRWA staff on specific design issues relating to the recycling water system servicing the South County, as directed by SCRWA. The CONSULTANT will attend design review meetings, provide written comments with supporting documentation, and provide inspection services as requested by SCRWA.

Task 4 – NPDES and General WDR Permits Renewals

Subtask 4.1 – Engineering Support

SCRWA is currently operating under WDR Order No. R3-2017-0028, and National Pollutant Discharge Elimination System (NPDES) No. CA0049964 issued by the Central Coast RWQCB in September 2017.

A renewal of the permits was submitted to the RWQCB in March 2022 for review. The RWQCB is planning to issue two separate permits to SCRWA: a General WDR and an NPDES. The CONSULTANT will provide engineering support to SCRWA for the following tasks.

- Provide assistance to renew the NPDES No. CA0049964. On January 2025, SCRWA received the Administrative Draft of the NPDES No. CA0049964 and the Consultant provided comments to the Central Coast RWQCB on February 14, 2025. The consultant shall continue to respond to comments on draft NPDES permit, finalizing the permit, making presentations to the RWQCB, attending meetings with the RWQCB staff, and providing technical expertise to SCRWA regarding the permit renewal process.
- The renewal application for General Waste Discharge Requirements (WDR) permit, which expired in 2022 was submitted on behalf of the SCRWA in March 2022. The RWQCB is planning to issue a separate General WDR for the land disposal. The consultant shall continue to respond to comments on draft WDR, finalizing the permit, making presentations to the RWQCB, attending meetings with the RWQCB staff, and providing technical expertise to SCRWA regarding the permit renewal process.
- Continued planning and support for Pajaro River discharge point (002). This includes preparation, sampling and data collection coordination, and other support for the river discharge scenario.
- WDR permit compliance, as required by RWQCB for maintenance of SCRWA's WDR permit. The CONSULTANT will provide support including coordination with SCRWA's onsite operator to obtain groundwater data from quarterly groundwater monitoring events, analysis of groundwater data, and gradient map preparation.
- At the request of SCRWA, additional as-needed engineering services to support SCRWA staff. These services will be performed on a time-and-materials basis upon the request of SCRWA Manager or designee.

Work on this task will be provided on both a scoped and as-needed basis; a projected level of effort

is provided in Exhibit “C-2”.

Task 5 – General Support Services for Maintenance and Operations

Subtask 5.1 – As-needed Engineering Support

The CONSULTANT will provide as-needed engineering services support to SCRWA staff for potential and ongoing operations and maintenance (O&M) activities at the SCRWA Facility.

Work on this task will be provided on an as-needed basis; a projected level of effort is provided in Exhibit “C-2”.

Task 6 –Project Management, Board and TAC Meetings

Subtask 6.1 – Project Management

The CONSULTANT will provide overall technical, financial, and administrative management for the contract and maintain effective communications with SCRWA’s project administration staff. The CONSULTANT will provide management activities for capital projects as set forth in this Scope of Work. Specific project management activities include preparing a Project Work Plan and monthly invoices, subcontracting and subcontract management, and project status reports. Monthly financial monitoring will be conducted in accordance with internal CONSULTANT project management procedures.

Under this General Engineering Services contract, the CONSULTANT will develop and submit Opinions of Probable Construction Cost (OPCC) related to any construction projects at the wastewater treatment plant which opinions shall be based on Association for the Advancement of Cost Engineering (AACE) standards.

OPCCs must reference applicable Engineering Cost-Record (ENR) cost indexes and local market factors such as local labor and local cost of goods and materials. Each OPCC will be prepared in accordance with the cost estimate class defined by the AACE.

SCRWA acknowledges that the CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably change due to Acts of God and other market events beyond the control of the parties. SCRWA further acknowledges that this is a “snapshot in time” and that the reliability of this OPCC will inherently degrade over time. SCRWA agrees that the CONSULTANT cannot and does not make any warranty, promise, guarantee, or representation, either express or implied that proposals, bids, project construction costs, cost of operation, or cost of maintenance will not vary substantially from the CONSULTANT’s good faith OPCC.

Work on this task will be provided on both a scoped and as-needed basis; a projected level of effort is provided in Exhibit “C-2”.

Subtask 6.2 – SCRWA Board/TAC Meetings

Representatives of the CONSULTANT will attend regular SCRWA TAC meetings, Board meetings, and other related meetings. The CONSULTANT will prepare appropriate materials for

presentation and will conduct follow-up information collection and summarization work to support SCRWA staff.

Work on this task will be provided on both a scoped and as-needed basis; a projected level of effort is provided in Exhibit “C-2”.

SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY CAPITAL PROJECTS IN PLANNING, DESIGN, CONSTRUCTION MANAGEMENT AND SUPPORT TASKS

Task 7 – Capital Improvements Project Services

The SCRWA facility requires ongoing maintenance and improvements. Based on discussions with SCRWA, CONSULTANT has identified five areas for potential improvements and proposes to conduct a study for each of these areas for further consideration by SCRWA and the SCRWA board. The purpose of these studies is to evaluate options (at a conceptual design level only) and prepare programmatic cost estimates to inform further consideration by SCRWA.

Subtask 7.1 – Design of the Reclamation Pond Connection to Plant Overflow Riser

SCRWA has identified an opportunity to increase recycled water production by connecting the existing Reclamation Pond to the tertiary treatment process. This connection will help address the gap between recycled water demand and production capacity, particularly during peak demand periods when the supply of secondary effluent from clarifiers is limited. This project implements Alternative 2 as recommended in the Technical Memorandum – SCRWA Reclamation Pond Optimization and Connection to the Tertiary Treatment.

This scope of work covers the final design of a new 1,090 feet of 18-inch pipeline and associated valving to connect the existing Reclamation Pond to the tertiary treatment facility. The alignment will start from the existing percolation distribution pipeline by the stormwater pond, route west under the berm of the stormwater pond, then turn north near the Area 98 Reclaimed Water Reservoir Pump Station, ultimately connecting to the plant overflow riser structure.

The following activities will be performed:

- Collect and Review Existing Information
 - Review existing documentation including as-built drawings and record drawings of the existing 18-inch pipeline to identify the connection point
 - Review the plant riser plans to identify the termination configuration
 - Review the MBR connection to the plant riser as a guidance for the termination configuration
 - Survey the proposed alignment to establish elevations and horizontal control

- Prepare 60% Design Documents
 - Prepare cover sheet, general notes, and abbreviations
 - Prepare civil site plans and existing utility information
 - Prepare 18" HDPE pipeline (approximately 1,090 feet) plan and profile drawings
 - Prepare tie-in details at the existing 18" percolation distribution pipeline

- Prepare connection details at overflow riser. This includes material transitions as needed (HDPE to steel for above-ground portions)
- Prepare sections and details for pipe installation
- Develop technical specifications
- Prepare 60% Engineer's Opinion of Probable Construction Cost (EOPCC)
- Conduct internal QA/QC review
- Submit 60% design package to SCRWA for review
- Attend 60% design review meeting and document comments

- 100% Design Documents
 - Address 60% design comments
 - Finalize pipeline alignment and profile
 - Complete detailed design drawings including:
 - Finalize plan and profile sheets
 - Finalize structural details for pipe supports and thrust restraints
 - Finalize technical specifications
 - Prepare construction schedule
 - Prepare 100% Engineer's Opinion of Probable Construction Cost (EOPCC)
 - Conduct internal QA/QC
 - Submit 100% design package to SCRWA

- Bid Phase Services
 - Prepare contract documents including:
 - Front-end documents
 - Bid schedule
 - General and supplementary conditions
 - Technical specifications
 - Assist SCRWA during the bidding process
 - Participate in pre-bid meeting and site walk
 - Respond to the bidder questions and prepare addenda as needed
 - Review bids and provide recommendations for award

Deliverables

- 60% Design Package
- 100% Design Package
- Pre-bid meeting materials
- Responses to bidder questions
- Bid evaluation and recommendation memo

Assumptions and Exclusions

- SCRWA will provide access to the site for surveys and field investigations
- Existing pump infrastructure is adequate and will not require modifications
- Environmental permitting is not required for this project. Environmental permitting and

- CEQA/NEPA documentation are excluded from this scope of work
- Construction will occur during the dry season to minimize operational impacts
 - The scope does not include construction management services
 - The scope of work assumes that no modifications to existing BSE Pump Station
 - No instrumentation or SCADA modifications are included in the scope

Subtask 7.2 – Area 98 Reservoir

CONSULTANT will evaluate increasing the SCRWA recycled water delivery capacity by adding storage reservoir volume for tertiary treated water. This scope task consists of a preliminary engineering design study for construction of a second 3 MG capacity covered reservoir beside the existing Area 98 reservoir.

The layout of the existing Area 98 reservoir anticipated an additional neighboring parallel matching reservoir construction. The location of the inlet/outlet structure to the east was intended to facilitate connection to another reservoir on that side. The anticipated second reservoir unit will occupy land currently used for stormwater management, as discussed in the Mitigated Negative Declaration (MND) for the Plant Expansion project,² and this may affect the future use of the South Percolation Ponds. CONSULTANT believes it is an appropriate time to review and verify the siting decisions.

Flow between the existing Area 98 Reservoirs and the recycled water pump station runs through a single bi-directional 20-inch diameter pipeline which enters and exits the chlorine contact basin at the same location and hydraulic elevation. Operation of the UV system and efforts to control the desired chlorine contact volume are both constrained by this hydraulic elevation. Operability may be improved by utilizing two pipelines so one can be carrying disinfected flow to the reservoirs from one hydraulic level while a second returns flow to the delivery pumps at a second, independent hydraulic level. Consequently, predesign for a second 20-inch diameter pipeline is included in this scope of work.

To meet demand for recycled water delivery capacity, this scope task would develop a preliminary design for a second 3 MG reservoir, including a Basis of Design Technical Memorandum, layout drawing, approximate hydraulic calculations, quantity estimate, and cost estimate. Scope subtasks are as follows:

- Conduct file search to assemble past drawings, survey data, and other past-project documentation of existing conditions.
- Prepare Basis of Design Technical Memorandum, including flow control strategy evaluation:
 - Prepare layout civil drawing.
 - Prepare approximate hydraulic calculations for sizing pumps and piping.

² MWH/Stantec (August 2017). “*Evaluation of Implementing Recycled Water System Upgrades at SCRWA*” Technical Memorandum.

- Prepare quantity estimate; and
- Preparation of a Class 5 OPCC by a Cost Estimator.
- Deliver the draft Technical Memorandum for SCRWA staff review.
- Respond to comments and deliver the draft final Technical Memorandum.
- Deliver the final Technical Memorandum to SCRWA.

Subtask 7.3 – Repurposing the Frazier Lake Road Property for Percolation

CONSULTANT proposes to evaluate repurposing SCRWA’s Frazier Lake Road Property for use as a site for percolation ponds. The construction and operation of percolation ponds was previously planned for Frazier Lake Road Property, which can maintain reliable disposal capacity when part of the South Ponds area is converted to site stormwater management. The scope for this task consists of a preliminary engineering study for percolation pond dikes and associated effluent delivery piping for Frazier Lake Road Property percolation ponds (“Frazier ponds”).

SCRWA acquired the 49-acre parcel of agricultural land on the west side of Frazier Lake Road in 1999 and prepared a preliminary layout for construction of percolation ponds on the site (see attached drawing). The 1999 SCRWA application for an increase in permitted flowrate included an estimate of the percolation capacity expected from the construction of the “Shriner” ponds and the subsequent “Frazier” ponds. The construction of the Frazier ponds was delayed partly due to incorporation of the industrial wastewater percolation ponds into the municipal system and in 2014 a study was done evaluating possible distribution of recycled water to the Frazier property (see attached diagram). More recently, the need to manage stormwater from the site in accordance with the State Industrial General NPDES Permit for stormwater has increased the importance of maintaining adequate stormwater holding pond capacity. Planned construction of a second recycled water reservoir (Area 98 Reservoir) on a site currently used for stormwater holding will shift flow to one or more of the South Ponds which are currently allocated for secondary effluent percolation. The construction of the Frazier ponds would replace the capacity of the South Ponds. Considering the site conditions, the Frazier ponds are more suitable for effluent percolation than the South Ponds, which are more optimally used for stormwater.

To provide reliable effluent disposal capacity, this scope task would develop a preliminary design for percolation ponds on the Frazier Lake Road property, including a Basis of Design Technical Memorandum, layout drawing, approximate hydraulic calculations, quantity estimate, and cost estimate. Scope subtasks are as follows:

- Conduct file search to assemble past drawings, survey data, and other past-project documentation of existing conditions.
- Prepare Basis of Design Technical Memorandum, including design of dikes, access roads, monitoring wells, and secondary effluent delivery pumps and piping:
 - Prepare layout civil drawing;
 - Prepare approximate hydraulic calculations for sizing pumps and piping;
 - Coordinate with groundwater hydrologist to plan groundwater monitoring wells;

- Prepare quantity estimate; and
- Preparation of a Class 5 OPCC by a Cost Estimator.
- Respond to comments on the draft final Technical Memorandum.
- Deliver the final Technical Memorandum to SCRWA.

Subtask 7.4 – Miscellaneous Facilities and Equipment Efficiency Optimization

This subtask would review and evaluate improvements at the SCRWA Plant, including two equipment areas:

1. Dewatering Building Improvements. A new and larger hopper and improving the efficiency of the vacuum filter press. This scope is to continue the analysis that the Consultant has started.
2. Evaluate repurposing the open space in the lower level to become a useable space for the plant operator. The evaluation should include discussion of the usable space size, possible use, any modifications and requirements.

Task 8 – Engineering Services for Wastewater Treatment Capacity Expansion Project

The CONSULTANT will provide engineering services the Wastewater Treatment Capacity Expansion Project during an expected construction duration starting July 1, 2021, through June 30, 2027. The Scope of Work for the Wastewater Treatment Capacity Expansion Project is summarized below, and a detailed scope of the CONSULTANT’s services is provided as **Exhibit “B-2”**.

Subtask 8.1 -- Engineering Services During Construction

The CONSULTANT will provide project management, bid support services, engineering services during design (ESDC) and construction management services for the Wastewater Treatment Capacity Expansion Project. The CONSULTANT’s services will include the following items:

Engineering Services During Construction

- Attend construction and coordination meetings, either in person or by telephone conference as needed;
- Review shop drawings and technical submittals for adherence with Contract Documents.
- Prepare submittal responses, and any resubmittals.
- Prepare answers to contractor RFIs.
- Prepare CDCs.
- Prepare change orders as requested by SCRWA; and
- Prepare Record Drawings based on a single set of markups provided by the Contractor. One full-size and one-half size set of drawings will be provided to SCRWA.

Development of Standard Operating Procedures for the MBR

Upon completion of the Plant Expansion project, CONSULTANT will develop a Standard Operation Procedures (SOP) for equipment operation information, the workflow for the overall operation of the Membrane Bioreactor (MBR).

Project Closeout

The CONSULTANT will perform project closeout activities, including Substantial Completion, Final Job Walk, and Start up, Testing, Commissioning and Operations Planning.

Assumption: Engineering Services During Construction is extended based on the most recent construction schedule which shows construction is expected to be complete in December 2025. Project Closeout is expected to be completed by June 30, 2026.

Record Drawings

CONSULTANT will prepare Record Drawings based on a single set of markups provided by the Contractor. One full-size and one-half size set of drawings will be provided to SCRWA.

Subtask 8.2 – Construction Management

The CONSULTANT will provide construction management services for the Wastewater Treatment Capacity Expansion Project. The CONSULTANT's services will include the following items:

- Facilitate pre-construction meeting.
- Perform pre-construction documentation of existing site conditions.
- Perform Resident Engineering and Inspection services to monitor the contractor's work to ensure compliance with contract document.
- Coordinate track and process submittals and shop drawings.
- Issue Field Memos and CDCs.
- Assign and track PCOs.
- Review Change Order Requests and provide recommendation to SCRWA.
- Log and track contractor RFIs.
- Review contractor billings and provide recommendations to SCRWA.
- Conduct construction progress meetings and document meetings through minutes.
- Coordinate special inspections, material testing and special testing.

Assumption: Construction Management services are extended based on the most recent construction schedule which shows construction is expected to be complete in December 2025.

EXHIBIT “B-2”

TASK 8 – ENGINEERING SERVICES FOR WASTEWATER TREATMENT CAPACITY EXPANSION PROJECT

The scope of services presented herein is to provide ESDC and construction management services for the Wastewater Treatment Facility Capacity Expansion – Membrane Bioreactor (MBR) Project (Project) for SCRWA. The construction period for the Project is currently estimated to be completed by December 31, 2025, with an estimated Project Closeout by June 30, 2026. For the FY2026-FY2027 agreement, the scope of services is for the remainder of construction period till December 31, 2025, Project Closeout as of June 30, 2026, and future as needed services through June 30, 2027.

The engineering design for the Project was completed in September 2020, and consists of:

- A new activated sludge train, MBR, addition to the existing Facility. It will be sized to increase the existing treatment plant capacity from 8.5 million gallons per day (MGD) average dry weather flow (ADWF) to 10 MGD ADWF. The design includes an option to support MBR expansion for a future total plant throughput of 13.5 MGD ADWF.
- New facilities to support the MBR, including headworks, solids handling, chemical feed and storage.

Under the Agreement for FY2016-FY2017, the CONSULTANT completed a Preliminary Project Design Report (PDR) and engineering design services to 60%, including OPCC. Under the Agreement for FY2018-FY2019, the CONSULTANT progressed the engineering design from 60% through 90% bid set drawings, which included design changes based on value engineering sessions conducted in 2017 and 2018.

Under the Agreement for FY2020-FY2021, the CONSULTANT advanced the design to 100% bid set drawings, with an OPCC for the 100% design phase. Once the 100% design was accepted by SCRWA, the CONSULTANT assisted in bid services.

Under the FY2022-2023 Agreement, the CONSULTANT provided engineering design services during construction and construction management services. Start of construction for the MBR was July 2021, and as such, the scope and estimated budget provided was for the first 24 months of construction.

Under the FY2024-2025 Agreement, CONSULTANT provided engineering design services during construction and construction management services for the construction period from July 1, 2023, to June 30, 2025.

For the FY2026-FY2027 Agreement, CONSULTANT will continue to provide engineering design services during construction and construction management services for the extended period of 24 months of construction, services for Project closeout, preparation of the SOP manual and future as needed services. **Exhibit “B-2”** includes presentation of the scope for the remainder of the construction period for the MBR facility (July 2025 through June 2027).

Subtask 8.1 – Engineering Services During Construction

The CONSULTANT will provide ESDC for the Project, including the following items:

- Review shop drawings and technical submittals for adherence with Contract Documents.
- Review submittals assuming each submittal require 12 hours each review time, and resubmittals review time at 4 hours each.
- Prepare answers for RFIs with review time at 6 hours each.
- Prepare CDCs with review time of 10 hours each.
- Support up to one change orders at 8 hours each as necessary.
- Attend up to 4 in-person and 52 telephone construction meetings associated with coordination.
- Provide up to one structural site observations and site visits for other disciplines during key points during construction (such as foundations, walls, roof, or equipment installation).

Subtask 8.2 – Construction Management

The CONSULTANT will provide construction management and inspection services for the Project. The CONSULTANT's services will include the following items:

- Facilitate pre-construction meeting.
- Coordinate track and process submittals and shop drawings;
- Issue Field Memos and CDCs.
- Assign and track PCOs.
- Review Change Order Requests and provide recommendation to SCRWA.
- Log and track contractor RFIs.
- Review contractor Billings and provide recommendation to SCRWA.
- Conduct construction progress meetings and document meetings through minutes.
- Coordinate special inspections, material testing and special testing.

Assumptions:

- Construction of the Project started in July 2021 (FY22), and the Construction period was estimated at 36-months, based on the construction schedule. Currently it is estimated that 12 months (FY26) remain in the Construction period.
- The remaining scope for ESDC services for 12 months (through FY26) is presented herein. This includes the scope and budget for Substantial Completion, Final Job Walk, Record Drawings, and any start-up activities and O&M manual/Standard Operating Procedure (SOP) preparation.
 - The budget includes ESDC and construction management services for a period of up to 24 months (continuing from July 1, 2025, through end of this contract on June 30,

2027).

SCRWA PROVIDED SERVICES

The following services shall be provided by SCRWA:

- **Environmental Planning.** SCRWA shall provide environmental planning to provide support for those services during design and construction.
- **Plant Monitoring and Performance Data.** SCRWA shall provide monitoring and plant performance data and reports for the existing wastewater treatment plant as needed.
- **Timely Review of Design and Construction Documents by SCRWA.** A period of 10 days has been assumed for SCRWA's review of CONSULTANT design submittals. SCRWA's review of construction documentation shall be performed in a timely manner.
- **Existing Facility Record Drawings.** SCRWA shall provide the CONSULTANT with up-to-date record drawings as applicable for the existing facilities.
- **Legal Services.** SCRWA shall provide legal services related to contract review, bidding irregularities, protests, claims and related items.
- **Project Administration.** SCRWA shall maintain responsibility for the Project. SCRWA shall provide resources to approve/disapprove of any changes to the specifications, plans, or other contractual obligations of SCRWA.
- **Financial Administration.** SCRWA shall provide books of account for the receipts and disbursements associated with the Project necessary for fiscal control. The resident engineer will coordinate progress payment and change order costs with SCRWA to facilitate proper financial administration.
- **Permits.** All permitting fees will be paid by SCRWA. SCRWA and the Construction Contractor shall coordinate all required building and construction permits. It is assumed that the Storm Water Pollution Prevention Plans (SWPPP) will be done by others.

SCRWA will furnish to the CONSULTANT all applicable information and technical data in SCRWA's possession or control that are reasonably required for the proper performance of the Project. The CONSULTANT shall be entitled to reasonably rely upon the information and data provided by SCRWA or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Work.

**EXHIBIT “C-1”
PAYMENT SCHEDULE (FY 2026 – FY 2027)**

Payment to CONSULTANT shall be as called for in Article 4 of the Agreement, and the following rates schedule and fee estimate.

Labor Rates (by classification)

Principal Professional III	\$298	per hour
Principal Professional II	\$271	per hour
Principal Professional I	\$261	per hour
Senior Project Engineer/Scientist	\$232	per hour
Project Engineer/Scientist	\$204	per hour
Senior Engineer/Scientist	\$182	per hour
Staff Engineer/Scientist	\$158	per hour
Designer/Scientist	\$136	per hour
Assistant Designer/Scientist	\$113	per hour
Construction Manager	\$267	per hour
Resident Construction Engineer	\$261	per hour
Senior Inspector	\$251	per hour
Construction Safety Representative	\$215	per hour
Inspector/Field Engineer	\$187	per hour
Field Engineer/Doc Control	\$171	per hour
Senior Administrator	\$131	per hour
Administrator	\$113	per hour

Other Direct Costs

Mileage	GSA rate ²
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Notes

1. Individual hourly rates include salary, overhead and profit. Outside services and other direct costs (ODCs) include a mark-up of 10%, which includes mileage.
2. A mark-up of 5% will be charged on Stantec's subconsultant Carollo for Construction Management Labor.
3. Construction Management Rates include ODCs.
4. Rates are valid through June 30, 2027. Thereafter, hourly rates and mileage will be adjusted in line with CONSULTANT’s annual salary review and inflation.

² United States General Services Administration (GSA) travel per diem rates and mileage were accessed via the following URL: <https://www.gsa.gov/travel-resources22>

EXHIBIT “C-2” STANTEC’S FEE ESTIMATE SCRW GENERAL ENGINEERING SERVICES: FY 2026 – FY 2027

TASK	PRIN ENG III	PRIN ENG I	PRIN ENG J	SR PROJ ENG	PROJ ENG	SR ENG	STAFF ENG	DES SCI	SR ADMIN	ADMIN	LABOR SUBTOTAL	SUBs SUBTOTAL	ODCs SUBTOTAL	TASK TOTAL	FY 26 SUBTOTAL	FY 27 SUBTOTAL
South County Regional Wastewater Authority General Engineering Services Tasks																
Task 1 -- Facility Flow Projections														\$52,062	\$26,031	\$26,031
Subtask 1.1 -- Facility Flow Projections	56	0	25	22	0	0	140	0	0	0	\$50,437	\$0	\$1,625	\$52,062		
Task 2 -- Salt Management Support														\$5,830	\$2,915	\$2,915
Subtask 2.1 -- Salt Management Support	0	0	10	0	0	0	18	0	0	0	\$5,454	\$0	\$376	\$5,830		
Task 3 -- Recycled Water System Support														\$131,199	\$65,599	\$65,599
Subtask 3.1 -- Training Workshops	14	0	15	0	12	40	110	0	0	0	\$35,195	\$0	\$1,368.00	\$36,563.00		
Subtask 3.2 -- Review SCVWD So Co. Recycled Water Projects and as-needed support	12	0	0	12	0	50	480	0	0	0	\$91,300	\$0	\$3,346	\$94,646		
<i>Subtotal Recycled Water Support</i>	26	0	15	12	12	90	590	0	0	0	\$126,495	\$0	\$4,704			
Task 4 -- NPDES/WDR Permit Renewal														\$49,754	\$24,877	\$24,877
Subtask 4.1 -- Engineering Support	44	0	42	0	0	0	0	0	0	12	\$25,430	\$23,700	\$624	\$49,754		
Task 5 -- General Support Services for Maintenance and Operations														\$245,113	\$122,556	\$122,556
Subtask 5.1 -- As-needed Engineering Support	120	110	50	80	154	160	440	0	100	0	\$240,336	\$0	\$4,777	\$245,113		
Task 6 -- Project Management, Board and TAC Meetings														\$116,042	\$58,021	\$58,021
Subtask 6.1 -- Project Management	214	0	0	0	0	0	12	0	90	0	\$77,458	\$0	\$4,954	\$82,412		
Subtask 6.2 -- SCRWA Board /TAC Meetings	40	78	0	0	0	0	0	0	0	0	\$33,058	\$0	\$572	\$33,630		
<i>Subtotal Project Management</i>	254	78	0	0	0	0	12	0	90	0	\$110,516	\$0	\$5,526			
Subtotal - General Engineering Services	500	188	142	114	166	250	1,200	0	190	12	\$558,668	\$23,700	\$17,632	\$600,000	\$300,000	\$300,000
South County Regional Wastewater Authority Capital Projects in Planning, Design, Construction Management and Support Tasks																
Task 7 -- Studies for Repairs and Capital Improvements														\$400,000	\$200,000	\$200,000
Task 7.1 - Design of Reclamation Pond Return Line	40	20	0	220	0	0	84	50	20	0	\$91,072	\$16,500	\$1,286	\$108,858		
Task 7.2 - Area 98 Reservoir	20	40	12	40	0	50	140	38	20	0	\$68,220	\$0	\$1,599	\$69,819		
Task 7.3 - Repurposing Frazier Lake Property for Percolation	145	120	0	80	0	40	172	50	20	0	\$138,166	\$0	\$3,704	\$141,960		
Task 7.4 - Miscellaneous Equipment Efficiency Optimization	20	40	24	40	0	50	170	50	20	0	\$77,724	\$0	\$1,639	\$79,363		
<i>Subtotal for Capital Improvement Studies</i>	225	220	36	380	0	140	566	188	80	0	\$375,182	\$16,500	\$8,318			
Task 8a -- Services for Wastewater Treatment Plant Expansion Project														\$1,222,294	\$856,608	\$365,686
Subtask 8.1 -- Engineering Services During Construction July 2025 - June 2027 (24 months)	436	1930	100	96	34	960	1428	0	0	0	\$1,108,610	\$105,000	\$8,684	\$1,222,294		
Task 8b -- Construction Management Services														\$326,400	\$226,400	\$100,000
Subtask 8.2 -- Construction Management July 2025 - June 2027 (24 months)	38	0	0	0	0	0	0	0	0	0	\$11,324	\$315,076	\$0	\$326,400		
Subtotal - Capital Projects	699	2150	136	476	34	1100	1994	1616	80	0	\$1,495,116	\$436,576	\$17,002	\$1,948,694	\$1,283,008	\$665,686
Grand Total	1,199	2,338	278	590	200	1,350	3,194	1,616	270	12	\$2,053,784	\$460,276	\$34,634	\$2,548,694	\$1,583,008	\$965,686

EXHIBIT “D”

MILESTONE SCHEDULE

SCRWA General Engineering Services Tasks will be provided on an as-needed basis for Fiscal Years 2026 to 2027:

Services Commence: July 1, 2025
Services Complete: June 30, 2027

SCRWA Capital Projects – Management and Support Tasks will be provided in accordance with the anticipated Project construction schedules.

Services Commence: July 1, 2025
Services Complete: June 30, 2027

**SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY
CASH AND INVESTMENTS REPORT
AS OF MARCH 31, 2025**

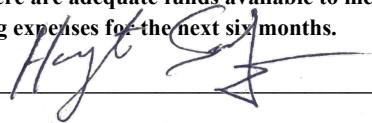
DESCRIPTION	Note		BALANCE AS OF 3/31/25
CASH IN BANK			
WELLS FARGO OPERATING ACCOUNT - SCRWA'S PORTION	1	1,829,389.15	
TOTAL BANK BALANCE			1,829,389.15
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND			
SCRWA LAIF		17,324,376.43	
TOTAL LAIF			17,324,376.43
TOTAL LIQUID FUNDS			19,153,765.58
TOTAL SCRWA FUNDS			19,153,765.58

NOTE:

1. Day to day transactions are made through Gilroy's cash account. The balance held in Gilroy's account on behalf of SCRWA are typically close to zero at month end, as the majority of funds are held in the SCRWA LAIF account.
2. With the start of the SCRWA expansion the cash account may carry a negative balance since all expenses are on a reimbursement basis.

This is to certify that this schedule of investments is in compliance with SCRWA'S investment policy and that there are adequate funds available to meet SCRWA'S budgeted and actual operating expenses for the next six months.

SIGNED BY : Harjot Sangha
Finance Director



DATE: 05/01/2025

SCRWA
Portfolio Management
Portfolio Summary
March 31, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	17,324,376.43	17,324,376.43	17,324,376.43	100.00	1	1	4.241	4.300
Investments	17,324,376.43	17,324,376.43	17,324,376.43	100.00%	1	1	4.241	4.300
Cash								
Passbook/Checking (not included in yield calculations)	1,829,389.15	1,829,389.15	1,829,389.15		1	1	0.000	0.000
Total Cash and Investments	19,153,765.58	19,153,765.58	19,153,765.58		1	1	4.241	4.300

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		65,876.74	590,845.83
Average Daily Balance		17,745,175.43	18,556,350.79
Effective Rate of Return		4.37%	4.24%


 Harjot Sangha, Finance Director

05/01/2025

Wastewater Acronyms

BOD	Biochemical Oxygen Demand	NPDES	National Pollutant Discharge Elimination System
COD	Chemical Oxygen Demand	PPM	Parts Per Million
DO	Dissolved Oxygen	TDS	Total Dissolved Solids
CWA	Clean Water Act	TKN	Total Kjeldhal Nitrogen
CWEA	California Water Environment Association	TOC	Total Organic Carbon
Gal	Gallons	TS	Total Solids
GPD	Gallons Per Day	TSS	Total Suspended Solids
Lbs	Pounds	VS	Volatile Solids
MGD	Million Gallons Per Day	VSS	Volatile Suspended Solids
Mg/L	Milligrams Per Liter	WDID	Waste Discharge Identification
MLSS	Mixed Liquor Suspended Solids	WDR	Waste Discharge Requirements
MLVSS	Mixed Liquor Volatile Suspended Solids		
MPN	Most Probable Number		

Date: 4/11/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Eff_Inf_Wet
Month: **March**

Year: 2025
Violation(s): **No** **Yes**

Concerning recycled water: Through the month of March, the UV system was not used. All recycled water was chlorinated with 12.5% sodium hypochlorite then dechlorinated using 25% Sodium Bisulfite.

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Heath, McManhon, P.E., City of Gilroy Utilities Director

Date: 4/11/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Land Discharge
Month: **March**

Year: 2025
Violation(s): **No** **Yes**

Concerning recycled water: Through the month of March, the UV system was not used. All recycled water was chlorinated with 12.5% sodium hypochlorite then dechlorinated using 25% Sodium Bisulfite.

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Heath, McMahon, P.E., City of Gilroy Utilities Director

Date: 5/23/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Eff_Inf_Wet
Month: April

Year: 2025
Violation(s): No Yes

Concerning recycled water: Through the month of February, the UV system was not used. All recycled water was chlorinated with 12.5% sodium hypochlorite then dechlorinated using 25% Sodium Bisulfite.

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Heath, McMahon Gilroy Utilities Director

Date: 5/23/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Land Discharge
Month: April

Year: 2025
Violation(s): No Yes

Concerning recycled water: Through the month of February, the UV system was not used. All recycled water was chlorinated with 12.5% sodium hypochlorite then dechlorinated using 25% Sodium Bisulfite.

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Saeid Vaziry, Gilroy Environmental Program Manager

Date: 4/24/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Quarterly
Land Discharge
Month: **January - March**

Year: 2025
Violation(s): **No** **Yes**

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Heath, McMahon, P.E., City of Gilroy Utilities Director

Date: 4/24/2025

California Regional Water Quality Control Board
Central Coast Region
Attn: Monitoring and Reporting Review Section
Sarah Bragg-Flavan
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar
Job Title: Project Manager
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Quarterly
Surface Water
Month: January - March

Year: 2025
Violation(s): No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,



Name: John Edgar
Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
Chris Ghione, Morgan Hill Director of Public Services
Heath, McMahon, P.E., City of Gilroy Utilities Director



**Operations Management
and Facilities Services**
 Jacobs Gilroy
 1500 Southside Dr.
 Gilroy, CA 95020
 ☎ +1 408 848 0480
 ✉ +1 408 842 0873
 www.jacobs.com

Date: 4/24/2025

California Regional Water Quality Control Board
 Central Coast Region
 Attn: Monitoring and Reporting Review Section
 Sarah Bragg-Flavan
 895 Aerovista Place, Suite 101
 San Luis Obispo, CA 93401-7906

Dear Ms. Bragg-Flavan:

Facility Name: South County Regional Wastewater Authority
WDID Number: 3 430100001
WDR Order Number: R3-2017-0028
NPDES Permit Number: CA0049964

Contact Person: John Edgar **Address:** 1500 Southside Drive
Job Title: Project Manager Gilroy, CA
Phone Number: (408) 848-0480 95020

Type of Report: Quarterly **Month:** January - March
 Groundwater

Year: 2025 **Violation(s):** No Yes

In accordance with the Standard Provisions and Reporting Requirements, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact me at the number provided above.

Sincerely,

Name: John Edgar
 Title: Project Manager

CC: Jimmy Forbis, SCRWA General Manager
 Chris Ghione, Morgan Hill Director of Public Services
 Heath, McMahon, P.E., City of Gilroy Utilities Director



April 17, 2025

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date March, 2025

Dear Jimmy,

The project-to-date financial information for March is portrayed in the Operations, Solids Disposal, and Electricity Categories for the Municipal Facility.

- March's total operating expenses amount to \$1,344,049
- Fiscal Year operating expenses amount to \$6,763,550

March 2025

Expense Categories	MARCH		FY 2024-2025 to Date		Total Annual Budget	% of Annual Budget Expended
	ACTUAL	BUDGET	ACTUAL	BUDGET		
Direct Cost (Not including solids, repairs, PW)	\$ 410,775	\$ 377,346	\$ 2,962,889	\$ 2,951,534	\$ 3,935,379	75%
Indirect Cost, Overhead & Management Fee	\$ 90,507	\$ 90,507	\$ 814,560	\$ 814,560	\$ 1,086,081	75%
Prevailing Wage Certified Payroll	\$ 16,247	\$ 29,437	\$ 226,577	\$ 264,932	\$ 353,243	64%
Repairs	\$ 17,216	\$ 70,269	\$ 232,718	\$ 548,098	\$ 730,798	32%
Solids Handling and Transportation	\$ 167,996	\$ 146,770	\$ 1,154,247	\$ 1,320,933	\$ 1,761,244	66%
Electricity	\$ 641,309	\$ 165,851	\$ 1,372,560	\$ 1,492,656	\$ 1,990,208	69%
TOTAL	\$ 1,344,049	\$ 880,180	\$ 6,763,550	\$ 7,392,714	\$ 9,856,951	69%

Should there be any questions, please do not hesitate to contact me.

Regards,

John Edgar
Project Manager
via email

cc: Heath McMahon (email)
Jade Njo (email)
Stephen French (email)
File



**Operations Management
and Facilities Services**
1500 Southside Dr.
Gilroy, CA 95020
O +1 408 848 0480
F +1 408 842 0873
www.jacobs.com

May 19, 2025

Jimmy Forbis
South County Regional Wastewater Authority
7351 Rosanna Street Gilroy, CA 95020

Subject: Monthly Recap of Expenses Project-to-Date April, 2025

Dear Jimmy,

The project-to-date financial information for April is portrayed in the Operations, Solids Disposal, and Electricity Categories for the Municipal Facility.

- April's total operating expenses amount to \$734,615
- Fiscal Year operating expenses amount to \$7,498,165

April 2025

Expense Catagories	APRIL		FY 2024-2025 to Date		Total Annual Budget
	ACTUAL	BUDGET	ACTUAL	BUDGET	
Direct Cost (Not including solids, repairs, PW)	\$ 366,942	\$ 303,249	\$ 3,329,831	\$ 3,254,783	\$ 3,935,379
Indirect Cost, Overhead & Management Fee	\$ 90,507	\$ 90,507	\$ 905,067	\$ 905,067	\$ 1,086,081
Prevailing Wage Certified Payroll	\$ 16,283	\$ 29,437	\$ 242,859	\$ 292,105	\$ 353,243
Repairs	\$ 16,887	\$ 56,215	\$ 249,605	\$ 604,313	\$ 730,798
Solids Handling and Transportation	\$ 133,732	\$ 146,770	\$ 1,287,978	\$ 1,467,703	\$ 1,761,244
Electricity	\$ 110,265	\$ 165,851	\$ 1,482,825	\$ 1,645,749	\$ 1,990,208
TOTAL	\$ 734,615	\$ 792,029	\$ 7,498,165	\$ 8,169,721	\$ 9,856,951

Should there be any questions, please do not hesitate to contact me.

Regards,

John Edgar
Project Manager
via email

cc: Heath McMahon (email)
Jade Njo (email)
Stephen French (email)
File



Operations Management
and Facilities Services

1500 Southside Dr.
Gilroy, CA 95020
O +1 408 848 0480
F +1 408 842 0873
www.jacobs.com

April 11, 2025

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal - March 2025

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows monthly volume and fees, and haulers daily volume summary.

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email: sally.lee@cep.sccgov.org
swpadmin@cep.sccgov.org
jimmy.forbis@ci.gilroy.ca.us
john.edgar@jacobs.com

cc: File 16.12

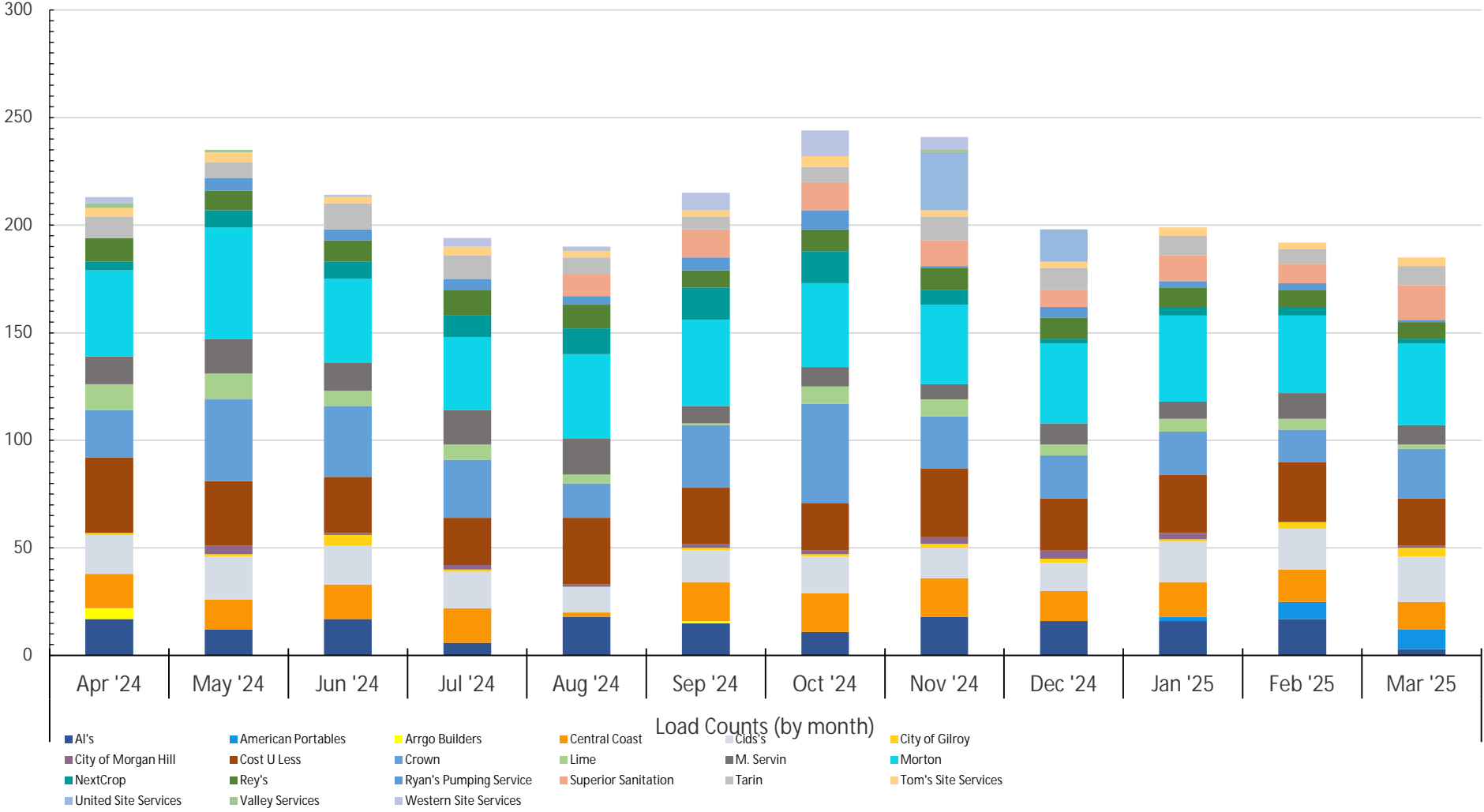
Monthly Septage Summary

March 2025

Date	Als Septic	American Portables	Central Coast Services	Cids Septage	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	Ryans Pumping Service	Superior Sanitation	Tarin Septic Services	Toms Site Services	United	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1																				
2																				
3	1,000	780	165		900	1,300	600	1,580	2,700					1,200					500	
4		280		2,400	500				3,750		175		200							
5			280	2,000		225			1,300				200		408				100	
6				1,500		550		775	2,500		175			1,200						
7				350	1,300	800			4,200					1,200						
8																				
9																				
10			175		900	890		740					200						1,000	
11			405		900	300			800	400	175		400							
12			165	500					2,450					1,200	408					
13		540		2,500	900	365		380	1,250		200		200	1,200						
14						550		835	5,100				250							
15																				
16																				
17			165	2,400	400				3,700				200							100
18					400	900					175		400						100	
19		765	175	1,200	500				1,200						408					
20				1,700	400	950		870	1,000		150		450							
21				1,200	400	276	500		4,200				1,300	1,500						
22																				
23			140																	
24			430		900	1,000			1,200				450							
25		765		2,200	400	200		880	2,200		175			1,500						
26			345	800	400	400		295	2,200	400		1,200		1,200	408					
27				1,200		300			1,250		200		600	1,500						
28	2,200			1,700	400	475			6,950											
29																				
30																				
31																				
Total GAL	3,200	3,130	2,445	21,650	9,600	9,481	1,100	6,355	47,950	800	1,425	1,200	4,850	11,700	1,632				1,700	100
Total \$	480.00	469.50	366.75	3,247.50	1,440.00	1,422.15	165.00	953.25	7,192.50	120.00	213.75	180.00	727.50	1,755.00	244.80					

Total Billable Gallons: 126,518.00
Total Billable Amount: \$18,977.70

Load Counts (by month)





Operations
Management
and
Facilities
Services

1500
Southside
Dr.
Gilroy, CA 95020
O +1 408 848
F +1 408 842

May 15, 2025

Sally Lee
Santa Clara Dept. of Environmental Services
1555 Berger Drive, Bldg. 2, Suite 300
San Jose, CA 95112-2716

Re: Septage Disposal - April 2025

Dear Ms. Lee,

Attached is the Septage Disposal Report for the SCRWA facility which shows

Sincerely,

Kerry Edmonds

Kerry Edmonds
Project Assistant
Jacobs – Gilroy/Morgan Hill

via email sally.lee@cep.sccgov.org
swpadmin@cep.sccgov.org
jimmy.forbis@ci.gilroy.ca.us
john.edgar@jacobs.com

cc: File 16.12

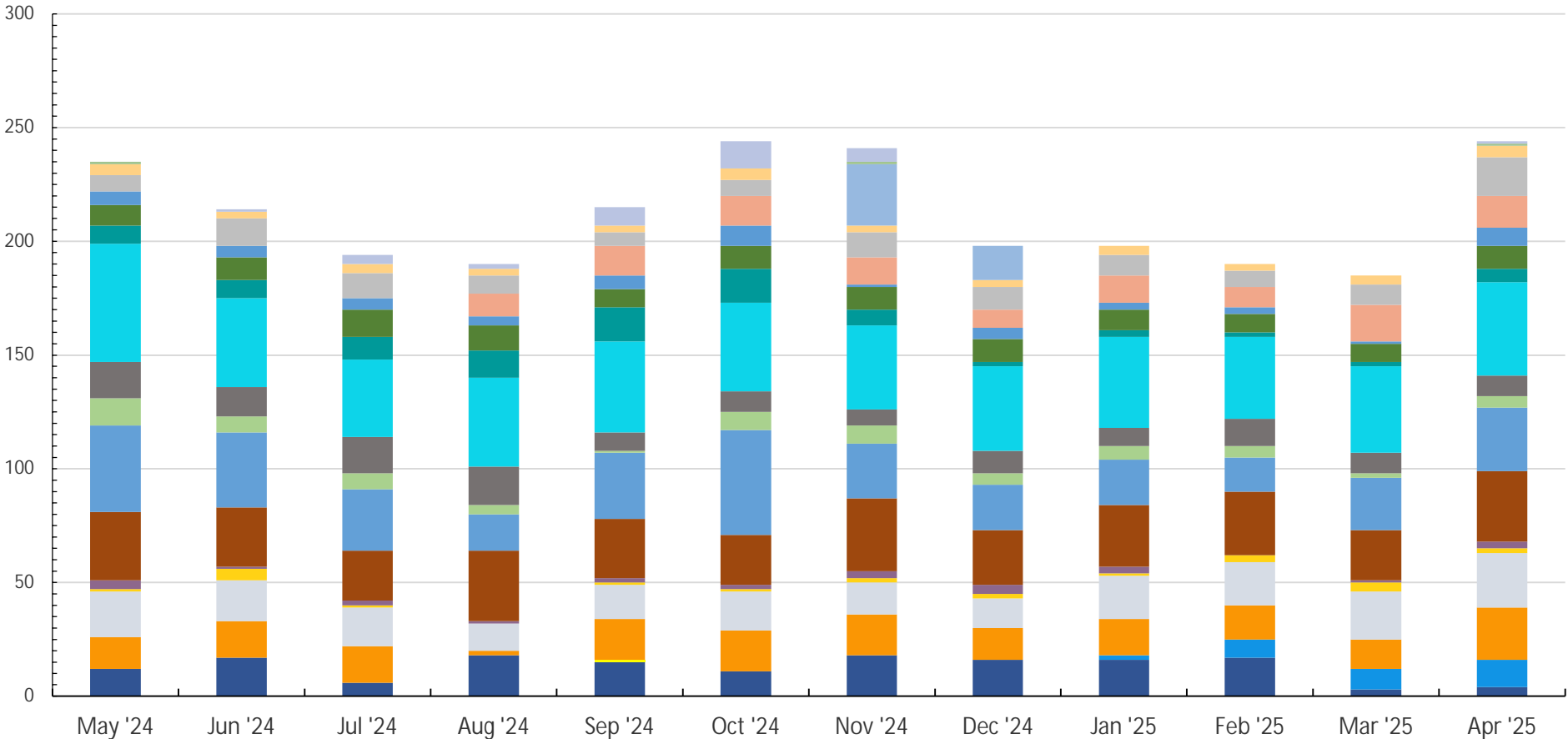
Monthly Septage Summary

April 2025

Date	Als Septic	American Portables	Central Coast Services	Cids Septage	Cost U Less	Crown Sanitation	Lime Site Services	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	Ryans Pumping Service	Superior Sanitation	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1		765		2,200	900	350			1,200		175		400						
2			315			1,088		785	1,200						408				
3				1,200	400				2,450	400	200	1,500	200	1,200				1,000	
4						865		375	4,250	400			400						
5																			
6																			
7		765	505		900		600		1,000					2,700					
8	3,360		3,996	2,400	1,000	1,050		845	1,000	400	150		800	1,500			560	500	
9	1,500		400	1,700	1,700	294		820	2,450			3,000			468				
10		455			400		450		2,250		150		400						100
11					400	1,055	500		5,450	400	175			1,000					
12																			
13																			
14			170		800	300		860	1,500					1,500					
15				2,400	900	400			2,450		175		250	2,400					
16		435	175	2,200	900				1,200			3,000			468				
17	1,500			1,200		1,300	300	880	2,300		200		200	3,500					
18				2,200	1,300				4,250				200	1,200		950			
19																			
20																			
21	1,500		1,344	800	400	825		800	2,200	400									100
22		780	310	1,000	500	550			2,450		175	1,000	250	1,200					
23			1,719	1,000		600			1,000					1,500	468				
24				3,000	800		300		1,200		150		400	1,200					
25			855	1,000		779			5,750					1,500					
26								860											
27																			
28				1,200	1,400			780	2,450	400									100
29		765		500	500	1,300			1,250		175	1,500	250	3,200					
30			175	1,200	400	774			2,550			1,200			324				
Total GAL	7,860	3,965	9,964	25,200	13,600	11,530	2,150	7,005	51,800	2,400	1,725	11,200	3,750	23,600	2,136	950	560	1,500	300
Total \$	1,179.00	594.75	1,494.60	3,780.00	2,040.00	1,729.50	322.50	1,050.75	7,770.00	360.00	258.75	1,680.00	562.50	3,540.00	320.40	142.50	84.00		

Total Billable Gallons: 179,395.00
Total Billable Amount: \$26,909.25

Load Counts (by month)



- AI's
- American Portables
- Arrgo Builders
- Central Coast
- Cids's
- City of Gilroy
- City of Morgan Hill
- Cost U Less
- Crown
- Lime
- M. Servin
- Morton
- NextCrop
- Rey's
- Ryan's Pumping
- Superior Sanitation
- Tarin
- Tom's Site Services
- United Site Services
- Valley Services
- Western Site Services

Engineering Projects Report

June 4, 2025

TREATMENT CAPACITY EXPANSION PROJECT

Status: **PG&E service change process (Dec 2021)** – Application submitted to utility to study system needs
BAAQMD permit to operate (Dec 2021) – Application in review by local air district (Submitted)
NPDES permit change (March 2022) – Adoption of new permit by State Water Board (Submitted)
New plant construction and commissioning (2021- 2025) – In compliance with permits
Board presentation (2025) – Board accepts completed project

Construction management and inspection services are ongoing. Current activities include electrical system installation for MBR facility and functional testing and startup for the dewatering facility. Current work includes review of major equipment submittals, shop drawings, contract document clarifications, and contractor's request for information and outline of startup/commissioning plan.

Status	2025											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Construction	◆											
PG&E Application						→						
Air District Permit						→						
NPDES Permit						→						

Key Milestones	CEQA, Bid Advertisement Process	Board Certified CEQA & Authorizes Bidding	Board Reviews Bids and Awards Contract	Permits & Plant Expansion Construction	Board Accepts Completed Project
Forecast	Oct 2020	Nov 2020	May 2021	2021 - 2025	2025

NPDES/WDR PERMIT RENEWAL

Phase: In Permit Compliance
Project Status: Ongoing tasks

Current NPDES/WDR permit was adopted in 2017. Groundwater contour mapping for the First Quarter 2025 Groundwater Monitoring report is complete. Comments to Administrative Draft for the NPDES Permit was provided by the SCRWA in February 2025. NPDES Permit Review Meeting with RWQCB was conducted in March 2025. Administrative Draft for the WDR Permit is pending from the RWQCB.

Key Milestones	Adopted Permit	Permit Compliance	Permit Renewal
Forecast	November 2017	Ongoing	Ongoing

RECYCLED WATER SYSTEM SUPPORT

Phase: Ongoing operations, maintenance and customer permit support
Project Status: On Schedule

Ongoing review of customer permits, site inspections, and update of records for new and existing users are in progress. Annual self-inspection and Recycled Water Users Training was conducted in summer 2024. Permit application review for new recycled water users was conducted during the reporting period.