



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**NOTICE OF SPECIAL MEETING
BOARD OF DIRECTORS
MEETING AGENDA**

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

JUNE 7, 2023
8:00 A.M.

ADMINISTRATION BUILDING
1500 SOUTHSIDE DRIVE
GILROY, CA 95020

CHAIR:
Fred M. Tovar, M.Ed., Gilroy

VICE CHAIR:
Rene Spring, Morgan Hill

BOARD MEMBERS:
Marie Blankley, Gilroy
Dion Bracco, Gilroy
Yvonne Martinez Beltran, Morgan Hill

SECRETARY:
Saeid Vaziry, P.E.

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 7, 2023, 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 5, 2023 meeting (copies)

III. Presentation by Members of the Public on Items not on the Agenda

IV. Bids and Proposals

V. Old Business

- A. Adoption of Fiscal Years 2024 and 2025 Operating and Capital Improvement Program Budgets (copies)

VI. New Business

- A. Selection of SCRWA Chairperson, Vice Chairperson, and Secretary for Fiscal Year 2023-2024 (copies)
- B. Authorization of Twelfth Addendum to Agreement with Jacobs for Continuation of Operational Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025 (copies)
- C. Authorization of Agreement with Stantec for Continuation of Engineering Services for Wastewater Treatment and Water Reclamation Facilities for Fiscal Years 2024 and 2025 (copies)

VII. Communications

- A. Cash and Investment Report as of March 31, 2023 (copies)

VIII. Reports

- A. Jacobs
 - 1. Wastewater Acronyms
 - 2. Plant Reports – February, March, and April 2023 (copies)
 - 3. Recap of Expenses – February, March, and April 2023 (copies)
 - 4. Septage Report – March and April 2023 (copies)
- B. Valley Water
- C. Stantec
 - 1. Engineering Projects Report – June 2023 (copies)
- D. SCRWA Manager
- E. SCRWA Attorney
- F. Board Members

IX. Adjourn



**SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY**

**BOARD OF DIRECTORS
MEETING MINUTES**

APRIL 5, 2023

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

CHAIR:
Fred M. Tovar, M.Ed., Gilroy

VICE CHAIR:
Rene Spring, Morgan Hill

BOARD MEMBERS:
Marie Blankley, Gilroy
Dion Bracco, Gilroy
Yvonne Martinez Beltran, Morgan Hill

SECRETARY:
Saeid Vaziry, P.E.

SCRWA MANAGER:
Jimmy Forbis, Gilroy

MEMBERS PRESENT:

Rene Spring
Marie Blankley
Dion Bracco
Yvonne Martinez Beltran
Gino Borgioli

STAFF PRESENT:

Gilroy
Jimmy Forbis
Daryl Jordan
Saeid Vaziry
Harjot Sangha

Morgan Hill
Christina Turner
James Sylvain
Dat Nguyen

VALLEY WATER:

Richard Santos
John Varela
Dave Tucker

I. Call to Order

Director Spring called the meeting to order at 8:02 A.M.

A. Certification of posting of the agenda

Gina Bonnell reported the agenda was posted on March 29, 2023 @ 2:50 P.M.

B. Roll Call

Chairman Tovar was absent

II. Consent Calendar

A. Approval of minutes of the August 3, 2022 meetings

B. 2023 SCRWA Meeting Schedule

Motion to approve Consent Calendar moved by Director Blankley, seconded by Director Bracco.

Ayes: Spring, Blankley, Bracco, Martinez Beltran

Nays 0, Abstain: 0

Vote: Motion Carried

Saeid Vaziry introduced John Edgar as the new SCRWA Project Manager.

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. Selection of SCRWA Vice Chairperson by Roll Call Vote for 2022-2023 Fiscal Year

Motion to appoint Rene Spring as Vice Chairperson for 2022-2023 Fiscal Year moved by Director

Martinez Beltran, seconded by Director Blankley.

Motion Carried

B. Review of the Draft Budget and the Capital Improvements Budget for Fiscal Years 2024 and 2025

Harjot Sangha presented the draft budget and capital improvements budget for fiscal years 2024 and 2025.

C. Adoption of Resolution 2023-01 of the Board of Directors Amending the SCRWA's Conflict of Interest

Code by Roll Call Vote per Political Reform Act

Motion to Adopt Resolution 2023-01 of the Board of Directors Amending the SCRWA's Conflict of Interest Code moved by Director Martinez Beltran, seconded by Director Blankley.

Ayes: Spring, Blankley, Bracco, Martinez Beltran

Nays 0, Abstain: 0

Vote: Motion Carried

VII. Communications

- A. Cash and Investment Report as of December 31, 2022
Harjot Sangha presented the Cash and Investment Report as of December 31, 2022
- B. Presentation of Audited Financial Statements for the Year Ended June 30, 2022
Harjot Sangha presented the Audited Financial Statements for the Year Ended June 30, 2022
- C. Announcement Regarding SCRWA Receiving Top Awards by the Environmental Association
Saeid Vaziry announced the awards and thanked the plant staff and staff from the cities of Gilroy and Morgan Hill.

VIII. Reports

- A. Jacobs
John Edgar reported one chloride exceedance since the last meeting. He is working with the state to have this parameter either increased or removed from the permit. This is an ongoing issue since the plant does not remove chlorides.
He also reported on community involvement activities and projects to improve site security.
- B. Valley Water – Director Santos and Director Varela were in attendance
Director Varela reported the California drought is officially over. South County has done an amazing job conserving water. Maintenance on creeks and streams is working to prevent flooding. The Environmental Creek Cleanup project is continuing with a collaboration with City of San Jose to provide temporary housing for South County homeless residents. Valley Water is currently in the budget hearing process and will have a public meeting on April 13th at the City of Morgan Hill council chambers. He gave a brief update on the Anderson dam project.
- C. Stantec
Billy Wong reviewed the Engineering Projects Report – April 2023.
Director Blankley asked about the delivery locations of recycled water. Saeid Vaziry gave a brief description of the turnout locations and delivery systems.
- D. SCRWA Manager
Jimmy Forbis reported that the recycled water pipeline project being done by Valley Water will be done soon and they would be partnering with the City of Gilroy to fix the damaged road. He also commented on the great work everyone was doing to deserve the awards. Vice Chairman Spring mentioned using local papers to get the word out.
- E. SCRWA Attorney
None
- F. Board Members
None

Adjourn

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



Gina Bonnell, 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 7, 2023
TO: Honorable Chairman and Members of the Board of Directors
FROM: Jimmy Forbis, General Manager
SUBJECT: **Adoption of the Fiscal Year (FY) 2024 and 2025 Operating and Capital Improvement Program (CIP) Budgets**

Recommendation

Adopt the proposed Fiscal Years 2024 and 2025 Operating and Capital Improvements budgets for the South County Regional Wastewater Authority (SCRWA).

Discussion

At the April 5, 2023 meeting, the recommended FY24 and FY25 operating and capital improvements budgets were introduced to the SCRWA board.

Subsequently, adjustments have been made to the SCRWA Construction Fund (820) and SCRWA Operations Fund (825) which resulted in a total net decrease of \$228,940 in FY24, and \$281,863 in FY25, as outlined in the tables below. The adjustments are primarily in two categories – Internal services charges (fleet, facilities, IT, overhead, and liability insurance charges) and capital outlay. Internal services change is a result of additional personnel now being directly charged to the SCRWA operations thereby reducing overhead charges, and changes in allocation method for other charges. In addition, for capital outlay, two additional vehicles purchases are recommended for the chemical control/pretreatment program.

Fund 820 – SCRWA Construction Fund

Adjustment Description	FY 2024	FY 2025
Internal Service Charges	(655)	(638)
Net Increase (Decrease)	\$ (655)	\$ (638)

Fund 825 – Administration/Operations

Adjustment Description	FY 2024	FY 2025
Capital (Vehicle)	52,800	-
Internal Service Charges	(281,085)	(281,225)
Net Increase (Decrease)	\$ (228,285)	\$ (281,225)

Fiscal Impact

Fund 820

The recommended capital improvements budget for FY24 and FY25 is \$27.1 million and \$3.2 million, respectively. The primary project to be funded over the two fiscal years is the SCRWA Treatment Plant Expansion project.

The capital costs are allocated between the cities of Gilroy and Morgan Hill at 58.1% and 41.9%, respectively. In FY24 and FY25 Gilroy will provide capital contributions of approximately \$15.7 million and \$1.9 million, respectively; and Morgan Hill will provide capital contributions of approximately \$11.3 million and \$1.3 million, respectively.

Fund 825

The revised recommended administration/operational budget for FY24 and FY25 is \$12.7 million and \$13.4 million, respectively.

Notable expenditures include:

- In FY24 and FY25, the SCRWA will pay \$7.8 million and \$8.2 million, respectively to Jacobs (formerly CH2M) for their services as plant operators. These amounts include biosolids removal, transportation and disposal, cost of which are expected to increase significantly due to new state mandated requirements per Senate Bill (SB) 1383 as landfills ban most organics and biosolids.
- The operations budget will incur contractual expenses of \$300K in each fiscal year for specialized engineering services with Stantec Consulting Services, Inc.
- \$150,000 is budgeted in FY25 to conduct Local Limits Study for the Pretreatment program
- Capital Costs:
 - Mechanical Equipment: FY24 and FY25 capital costs include \$683,000 and \$597,000, respectively, for various mechanical equipment maintenance and replacement; including chemical tanks, pumps, motors, UV lamps, septage stations, and site security.
 - Other: FY24 and FY25 capital costs include vehicle replacements of \$157,800 over the two fiscal years.

The operational costs are allocated between the cities of Gilroy and Morgan Hill based on actual and historical flow data. For FY24 and FY25, and subsequent biennial budgets, it is recommended a two-year actual average be used for budgeting and actual billing purposes. As such, the FY24 and FY25 budgeted allocation and actual billing will be based on the average of 2021 and 2022 calendar year actual flows for both cities. For FY24 and FY25 the operational allocations for Gilroy and Morgan Hill are 56% and 44%, respectively, based on the aforementioned methodology. In FY24 and FY25 Gilroy will provide user fee reimbursements of approximately \$6.8 million and \$7.2 million, respectively, and Morgan Hill will provide reimbursements of approximately \$5.3 million and \$5.6 million, respectively.

Detailed line-items budgets are included as Attachment 1.

SCRWA - FY24 and FY25 Budget - Construction Fund

GL Account #	Org	Object	Description	2021 Amended Budget	2021 Actual	2022 Amended Budget	2022 Actual	2023 Amended Budget	2023 Year-End Projection	2024 Requested	2025 Requested	Ratios		
												FY23	FY24	FY25
8208510-47340	8208510	47340	MORGAN HILL CONTRIBUTION	362,142	957,765	18,190,979	7,546,335	13,471,010	12,866,347	11,336,936	1,347,338	41.9%	41.9%	41.9%
8208510-48110	8208510	48110	INTERFUND TRANSFER IN (GILROY CONTRIBUTION)	502,159	1,328,070	25,224,245	10,464,011	18,679,371	17,840,925	15,720,191	1,868,267	58.1%	58.1%	58.1%
Total 8208510 SCRWA CONSTRUCTION REVENUES				864,301	2,285,834	43,415,224	18,010,346	32,150,381	30,707,272	27,057,127	3,215,605			

GL Account #	Org	Object	Description	2021 Amended Budget	2021 Actual	2022 Amended Budget	2022 Actual	2023 Amended Budget	2023 Year-End Projection	2024 Requested	2025 Requested
8208510-53130	8208510	53130	BUILDINGS	-	-	-	-	-	-	-	-
8208510-53135	8208510	53135	IMPROVEMENTS	941,055	2,274,462	43,410,000	19,939,889	32,145,000	30,701,891	27,050,822	3,209,034
8208510-53165	8208510	53165	CONTRA CAPITAL OUTLAY	-	(2,274,462)	-	(18,005,123)	-	-	-	-
8208510-54110	8208510	54110	INTERFUND TRANSFER OUT	-	259,739	-	-	-	-	-	-
8208510-54150	8208510	54150	OVERHEAD CHARGES	4,300	11,372	5,224	5,224	5,381	5,381	6,305	6,571
Total 8208510 SCRWA CONSTRUCTION EXPENDITURES				945,355	271,111	43,415,224	1,939,990	32,150,381	30,707,272	27,057,127	3,215,605

SCRWA - FY24 and FY25 Budget - Operations Fund

GL Account #	Org	Object	Description	2021 Amended Budget	2021 Actual	2022 Amended Budget	2022 Actual	2023 Amended Budget	2023 Year-End Projection	2024 Requested	2025 Requested	Ratios		
												FY23	FY24	FY25
8258500-46315	8258500	46315	INTEREST INCOME LEASE	-	-	-	248	-	-	-	-			
8258500-47115	8258500	47115	LEASE REVENUE	-	-	-	68,149	-	-	-	-			
8258520-45115	8258520	45115	INSPECTIONS AND ANALYSIS	1,000	-	1,000	-	1,000	-	-	-			
8258520-45120	8258520	45120	USER FEES	96,000	346,528	340,000	356,858	340,000	340,000	340,000	340,000			
8258520-46310	8258520	46310	OTHER INTEREST	98,000	54,929	45,000	37,884	45,000	200,000	170,000	170,000			
8258520-46420	8258520	46420	UNREALIZED GAIN/LOSS	-	-	-	(130,873)	-	-	-	-			
8258520-46510	8258520	46510	RENTS,LEASES&CONCESSIONS	87,500	90,000	90,000	2,200	90,000	96,000	90,000	90,000			
8258520-47340	8258520	47340	MORGAN HILL REIMBURSEMEN (OPS)	4,422,256	3,684,494	4,629,082	4,598,541	4,441,461	4,669,918	4,993,299	5,342,662	45%	44%	44%
8258520-47810	8258520	47810	MISC REVENUES	-	1,147	1,000	39,247	1,000	424,921	-	-			
8258520-48110	8258520	48110	INTERFUND TRANSFER IN	6,633,384	6,381,040	6,136,226	6,125,158	6,662,192	-	-	-			
8258520-48112	8258520	48112	TRF IN SCRWA GILROY OPS	-	-	-	-	-	5,707,677	6,355,108	6,799,752	55%	56%	56%
8258530-47340	8258530	47340	MORGAN HILL REIMBURSEMEN (OPS CIP)	695,120	332,578	1,331,737	1,270,510	227,718	925,285	341,352	291,280	45%	44%	44%
8258530-48110	8258530	48110	INTERFUND TRANSFER IN	963,877	566,281	1,756,776	1,684,164	341,576	-	-	-			
8258530-48114	8258530	48114	TRF IN SCRWA - GILROY (OPS CIP)	-	-	-	-	-	1,130,904	434,448	370,720	55%	56%	56%
8258540-45115	8258540	45115	INSPECTIONS AND ANALYSIS	-	155	500	150	500	1,300	500	500			
TOTAL 825 OPERATIONS FUND REVENUES				12,997,137	11,457,151	14,331,321	14,052,236	12,150,447	13,496,005	12,724,707	13,404,914			

GL Account #	Org	Object	Description	2021 Amended Budget	2021 Actual	2022 Amended Budget	2022 Actual	2023 Amended Budget	2023 Year-End Projection	2024 Requested	2025 Requested
8258500-50110	8258500	50110	SALARIES	-	-	-	-	-	-	246,389	326,884
8258500-50205	8258500	50205	WORKERS COMP	-	-	-	-	-	-	13,598	18,184
8258500-50210	8258500	50210	RETIREMENT (FULL TIME)	-	-	-	-	-	-	29,122	38,025
8258500-50212	8258500	50212	DEFERRED COMPENSATION	-	-	-	-	-	-	496	640
8258500-50213	8258500	50213	PERS UAL	-	-	-	-	-	-	34,916	37,819
8258500-50220	8258500	50220	MEDICARE	-	-	-	-	-	-	3,574	4,741
8258500-50225	8258500	50225	HEALTH INSURANCE BENEFITS	-	-	-	-	-	-	15,525	20,034
8258500-50230	8258500	50230	LIFE INSURANCE BENEFITS	-	-	-	-	-	-	376	505
8258500-50235	8258500	50235	EMPLOYEE ASSISTANCE PROG	-	-	-	-	-	-	267	349
8258500-50240	8258500	50240	UNEMPLOYMENT INSURANCE	-	-	-	-	-	-	394	517
8258500-50255	8258500	50255	MISC DISABILITY INSURANCE	-	-	-	-	-	-	435	562
8258500-51310	8258500	51310	LEGAL FEES	145,372	18,717	60,000	10,243	60,000	9,000	60,000	60,000
8258500-51510	8258500	51510	PROFESSIONAL SUPPORT	700	-	700	-	700	700	800	900
8258500-51615	8258500	51615	INSURANCE CHARGES	91,000	4,863	-	161,627	-	198,106	208,011	218,412
8258500-51620	8258500	51620	AUDIT SERVICES	12,787	12,000	13,000	12,360	13,390	12,731	13,500	14,175

GL Account #	Org	Object	Description	2021 Amended Budget	2021 Actual	2022 Amended Budget	2022 Actual	2023 Amended Budget	2023 Year-End Projection	2024 Requested	2025 Requested	FY23	FY24	FY25
8258500-51630	8258500	51630	CONTRACTUAL SERVICES	27,000	1,340	-	1,300	-	-	-	-			
8258500-53165	8258500	53165	CONTRA CAPITAL OUTLAY	-	(898,858)	-	(2,954,674)	-	-	-	-			
8258500-54150	8258500	54150	OVERHEAD CHARGES	447,799	447,799	594,272	594,272	623,985	623,985	373,606	392,780			
8258500-54155	8258500	54155	LIABILITY INSURANCE CHRGS	171,472	136,110	151,707	147,308	150,764	40,000	43,090	45,273			
8258500-55110	8258500	55110	LOSS ON DISPOSAL OF F/A	-	-	-	-	-	-	-	-			
8258500-56120	8258500	56120	DEPRECIATION	1,150,000	4,551,414	1,150,000	4,443,621	1,150,000	1,150,000	125,000	125,000			
8258500-58185	8258500	58185	TRF TO/FROM CONTRIB CAPIT	-	-	-	-	-	-	-	-			
Total 8258500 SCRWA ADMINISTRATION				2,046,130	4,273,385	1,969,679	2,416,058	1,998,839	2,034,522	1,169,099	1,304,800			
8258520-51410	8258520	51410	UTILITIES	2,144,313	1,194,436	1,723,124	1,437,181	1,723,124	1,700,000	1,895,436	1,990,208			
8258520-51630	8258520	51630	CONTRACTUAL SERVICES	6,605,306	6,396,964	6,694,118	6,650,523	6,929,392	6,929,392	7,883,643	8,256,986			
8258520-52510	8258520	52510	SERVICE FEES	347,602	299,993	300,000	299,821	300,000	200,000	300,000	300,000			
8258520-52710	8258520	52710	PERMITS	70,000	68,024	80,000	80,853	95,000	95,000	100,000	105,000			
8258520-53110	8258520	53110	LAND	-	-	-	-	-	-	-	-			
8258520-53120	8258520	53120	EQUIPMENT/FURNITURE	300,000	-	150,000	56,110	177,163	170,000	208,000	187,000			
8258520-53125	8258520	53125	VEHICLES	274,462	209,709	116,465	61,465	87,836	83,673	40,000	65,000			
8258520-53130	8258520	53130	BUILDINGS	-	-	-	-	-	-	-	-			
8258520-53135	8258520	53135	IMPROVEMENTS	4,187,090	689,149	5,119,397	2,990,813	2,238,948	1,802,516	475,000	410,000			
8258520-55120	8258520	55120	BAD DEBT EXPENSE	-	-	-	750	-	-	-	-			
Total 8258520 SEWER TREATMNT PLANT OPERATIONS				13,928,773	8,858,276	14,183,104	11,577,515	11,551,463	10,980,581	10,902,079	11,314,194			
8258540-50110	8258540	50110	SALARIES	373,379	272,998	281,950	274,540	301,391	231,147	326,552	348,343			
8258540-50114	8258540	50114	EARNED LEAVE CASHOUT	-	-	-	-	435	12,561	-	-			
8258540-50120	8258540	50120	WAGES/PART TIME	-	1,083	-	3,552	-	-	-	-			
8258540-50130	8258540	50130	OVERTIME	-	7,007	-	15,651	-	17,957	7,000	7,000			
8258540-50203	8258540	50203	COMPENSATED ABSENCES	-	9,318	-	(422)	-	-	-	-			
8258540-50205	8258540	50205	WORKERS COMP	7,936	5,804	6,350	14,315	6,886	6,886	7,465	8,074			
8258540-50210	8258540	50210	RETIREMENT (FULL TIME)	116,121	97,481	92,734	83,125	32,277	24,297	39,142	40,603			
8258540-50212	8258540	50212	DEFERRED COMPENSATION	-	-	-	72	882	787	882	882			
8258540-50213	8258540	50213	UAL RETIREMENT	-	-	-	-	52,749	52,749	55,380	61,720			
8258540-50220	8258540	50220	MEDICARE	5,417	5,145	4,092	4,132	4,382	4,016	4,740	5,056			
8258540-50225	8258540	50225	HEALTH INSURANCE BENEFITS	73,734	66,993	46,945	42,866	49,329	41,362	49,406	49,486			
8258540-50230	8258540	50230	LIFE INSURANCE BENEFITS	563	536	385	462	392	294	392	400			
8258540-50235	8258540	50235	EMPLOYEE ASSISTANCE PROG	549	485	447	396	515	358	515	525			
8258540-50240	8258540	50240	UNEMPLOYMENT INSURANCE	738	251	3,140	449	494	494	512	536			
8258540-50245	8258540	50245	UNIFORM & TOOL ALLOWANCE	-	-	-	8	100	100	100	100			
8258540-50255	8258540	50255	MISC DISABILITY INSURANCE	618	522	539	430	539	376	549	549			
8258540-50310	8258540	50310	APPAREL, BOOTS, PPE	2,840	3,376	2,150	167	2,150	2,150	2,400	2,400			
8258540-51110	8258540	51110	EMPLOYEE TRAINING	-	-	-	-	-	-	1,800	1,800			
8258540-51120	8258540	51120	EMPLOYEE TRAVEL, FOOD, LODGE	-	-	-	-	-	-	2,040	2,040			
8258540-51420	8258540	51420	TELECOMMUNICATIONS	144	-	7,875	561	7,875	3,297	4,030	4,248			
8258540-51510	8258540	51510	PROFESSIONAL SUPPORT	1,500	2,521	1,500	1,241	1,500	1,895	2,200	2,360			
8258540-51610	8258540	51610	ADVERTISING-PUBLICITY	1,900	1,094	1,900	1,524	1,900	896	1,900	1,900			
8258540-51630	8258540	51630	CONTRACTUAL SERVICES	27,000	8,709	-	3,132	3,302	3,302	5,000	150,000			
8258540-52110	8258540	52110	OFFICE/COMPUTER SUPPLIES	500	617	2,497	249	2,497	2,497	2,500	2,500			
8258540-52210	8258540	52210	REPAIRS & MAINTENANCE	800	-	-	-	-	-	-	-			
8258540-52510	8258540	52510	SERVICE FEES	15,500	15,016	15,500	15,838	15,500	18,105	21,000	24,000			
8258540-53120	8258540	53120	EQUIPMENT/FURNITURE	3,997	-	-	-	-	-	2,500	5,000			
8258540-53125	8258540	53125	VEHICLES	-	-	-	-	-	-	52,800	-			
8258540-54130	8258540	54130	FLEET SERVICE CHARGE	11,165	17,168	8,334	19,536	8,436	8,436	10,991	11,186			
8258540-54140	8258540	54140	FACILITY SERVICE CHARGE	52,473	48,570	56,910	64,142	45,347	43,967	47,962	51,561			
8258540-54145	8258540	54145	INFO TECH SERVICE CHARGE	2,648	3,614	2,639	3,928	2,658	2,974	3,771	3,651			
Total 8258540 FIREHAZMAT PRETREAT				699,522	568,307	535,887	549,896	541,536	480,902	653,529	785,920			
TOTAL 825 FUND EXPENDITURES				16,674,425	13,699,967	16,688,670	14,543,468	14,091,839	13,496,005	12,724,707	13,404,914			



**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 7, 2023

TO: JIMMY FORBIS, Authority Manager

FROM: SAEID VAZIRY, P.E., Senior Environmental Engineer

SUBJECT: **SELECTION OF CHAIRPERSON, VICE CHAIRPERSON AND
SECRETARY FOR FISCAL YEAR 2023-2024**

Recommendation

It is recommended that the SCRWA Board select, by motion, a Chairperson, Vice Chairperson and Secretary for the fiscal year 2023-2024.

Summary

According to the SCRWA (Authority) bylaws, the Authority shall have three officers: Chairperson, Vice Chairperson and Secretary from among its Directors; the Chairperson and Vice Chairperson need to be a Director, but the Secretary may, but not need, be a Director. The officers hold office for a period of one year, commencing July 1 of each fiscal year. If an officer is resigned, the SCRWA Board shall appoint another person to fill the vacant office for the remainder of that fiscal year. An officer may resign at any time.

According to the bylaws, in the absence or disability of the Chairperson, the Vice Chairperson shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as from time to time may be prescribed for the Vice Chairperson by the Board or by the bylaws. Additionally, vacancy caused by resignation of any officer may be filled by appointment by the Board, or by the Chairperson until such appointment by the Board.

The Secretary keeps at the principal office of the Authority a book of minutes of all meetings of the Board, with the time and place of holding, how called or authorized, the notice thereof given, and the names of those present at such meetings. The Secretary also attests to the signature of the Chairperson on all documents executed by the Chairperson on behalf of the 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 7, 2023

TO: JIMMY FORBIS, Authority Manager

FROM: SAEID VAZIRY, P.E., Senior Environmental Engineer

SUBJECT: **TWELFTH 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 2024 AND 2025**

Recommendation

Staff recommends that the SCRWA Board authorize the Authority Manager to execute an addendum agreement with Jacobs for operations, maintenance, analytical laboratory and management services for the wastewater treatment and water reclamation facilities, with a two-year term from July 1, 2023, through June 30, 2025.

Summary

Jacobs has been providing services as SCRWA plant operator since 1984. In June 2006, SCRWA Board approved a long-term service agreement through June 2021, and subsequently approved 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 also 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 Twelfth Addendum to the Agreement contains all the direct cost, indirect cost, overhead and management fees not to exceed \$7,848,643 and \$8,219,986 for the fiscal years 2024 and 2025, 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 its cost in fiscal years 2024 and 2025.

Background

It is the goal of SCRWA to build, maintain and operate infrastructure required to support the treatment facility and to continue to provide high quality wastewater treatment and water reclamation services professionally and competitively to protect 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 capability to meet the most current Waste Discharge Requirements Order issued by the California Regional Water Quality Control Board, the National Pollutant Discharge Elimination System requirements and many other permit terms issued by different regulatory authorities.

Jacobs operates and maintains the SCRWA facility under private contract within established cost parameters, while maintaining the integrity of the wastewater system. The plant operator's objective is to provide the best quality effluent at a superior value to the residents. It is required to comply with all permits and regulatory requirements when the flow and loading conditions are within 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 budget and indirect cost, overhead and management fee consistent with the annual budgets approved for the SCRWA. As noted, this Twelfth Addendum to the Agreement will coincide with the two-year term of the biennial budget from July 1, 2023, through June 30, 2025.

Over the past 39 years, the partnership results between SCRWA and Jacobs have been positive. 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 2022 Plant-of-the-Year first place status by the Monterey Bay Section of the California Water Environmental Association.

Human Resources Impact

There are no human resources impacts with this action.

Financial Impact

There are no financial impacts with this action. All costs associated with this Addendum to Agreement have been programmed in the SCRWA Budget for fiscal years 2024 and 2025. Total direct cost, indirect cost, overhead and management fee, and biosolids handling estimate associated with this Addendum is \$7,848,643 in fiscal year 2024, and \$8,219,986 in fiscal year 2025.

Attachment: Twelfth Addendum to Agreement with Jacobs

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

This Twelfth Addendum (“Twelfth Addendum”) by and between the South County Regional Wastewater Authority (hereinafter “Authority”), and Operations Management International, 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 1, 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 Cost, Overhead and Management Fee for the upcoming two-year period; and

WHEREAS, this Twelfth Addendum contains the Direct Cost Budget and Indirect Costs, Overhead and Management Fee for the fiscal year 2023-2024 and fiscal year 2024-2025 (commencing as of July 1, 2023) 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 Twelfth 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
C & E Farms #2	135163	Sheldon Rd #2
Calpine Cogeneration Facility	61767407	Gilroy Foods - Calpine Peaker
Calpine Cogeneration	64897928	CoGen
Christmas Hill Park	70020157	CHP Softball field (East)
Christmas Hill Park (Ranch Side)	893178	CHP Booster Pump Station (West)
Eagle Ridge Golf Course	892545	Eagle Ridge
Gilroy Golf Course	51386	Golf Course

Gilroy Police Department Shooting Range	60852362	Gilroy shooting range
Gilroy Sports Park	77132138	Gilroy Sports Park
Glen Loma Ranch	78367341	Club Drive East of Santa Teresa
McCarthy Business Park	64308108	North of Bridge (Northwest)
McCarthy Business Park	65660171	North of Bridge (Northeast)
Heartland Owners Association #1	78846906	1837 Rosemary Drive
City of Gilroy #2	78293084	1771 Third Street
City of Gilroy #3	78846903	1796 Third Street
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
Heartland West Owners Association #8	55823473	2421 Grassland Way
City of Gilroy #9	57915438	2382 Third Street
City of Gilroy #10	70762884	2384 Third Street
Heartland West Owners Association #11	56112185	2973 Grassland Way
City of Gilroy #12	70762854	Main gate to Hecker Pass West Cluster
B&T Farms (North)	904393	Valve bet. Calp. and range
B&T Farms (West)	994024-8	north field behind orchard
San Felipe Farms Plant	862840	next to west side of plant
San Felipe Farms	135164	Sheldon Rd #1
San Felipe Farms #1	134051	Southwest of plant #1
San Felipe Farms #2	134052	Southwest of plant #2
San Felipe Farms #3	20091455-08	Southwest of plant #3
San Felipe Farms #4	135116	Southwest of plant #4
San Felipe Farms #5	135115	Far West Turnout #5
San Felipe Farms #6	135711	Far South Turnout #6
United Natural Foods	66435006	South of bridge
United Natural Foods	66435007	South of bridge

2. Exhibit D, Section D.1

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

D.1 Fiscal Year 2023-2024 and 2024-2025 Budget

		Fiscal Years	
		2023-2024	2024-2025
A. DIRECT COST			
	1. Labor and Benefits	\$ 2,630,493	\$ 2,762,018
	1A. Prevailing Wage	\$ 336,422	\$ 353,243
	2. Utilities	\$ 78,416	\$ 82,336
	3. Chemicals	\$ 234,996	\$ 246,746
	4. Fuels and Lubricants	\$ 29,099	\$ 30,554
	5. Outside Services	\$ 355,180	\$ 372,939
	6. Laboratory Supplies	\$ 174,132	\$ 182,839
	7. Repairs, Inc. Outside Repair Svcs.	\$ 695,998	\$ 730,798
	8. Equipment Rental	\$ 34,349	\$ 36,066
	9. Maintenance Supplies	\$ 281,395	\$ 295,465
	10. Office Supplies and Support	\$ 199,943	\$ 209,940
	11. Roads, Levees, and Fences	\$ 66,398	\$ 69,717
	TOTAL	\$ 5,116,821	\$ 5,372,662
B. INDIRECT COST, OVERHEAD & MGT. FEE		\$ 1,054,447	\$ 1,086,081
C. BASELINE COST (A+B)		\$ 6,171,268	\$ 6,458,742
D. ELECTRICAL		\$ 1,895,436	\$ 1,990,208
E. SOLIDS HANDLING & TRANSPORTATION		\$ 1,677,375	\$ 1,761,244
F. ANNUAL BUDGET (C+D+E)		\$ 9,744,079	\$ 10,210,194

The budget is based on the following characteristics:

- Flow, Million Gallons per Day 6.219
- Biochemical Oxygen Demand, lbs./ day: 18,541
- Total Suspended Solids, lbs./ day: 16,433

Flow and Loadings values were updated based on the average for 2018, 2019, 2020, 2021, and 2022 calendar years.

3. 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	IDSB20226G1702631	Good
2020 Gearmore model G703-F	G703F092101466B	Good
2008 Ford F250 Service Truck -2809	IFDNF20598EC31811	Fair
2009 Ford Ranger Truck -2913	IFTYRIOD19PA08355	Poor
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
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
2006 Ford Half Ton Truck-2609	IFTRF12296NB74140	Retired
2000 Chevy I-Ton Service Truck -2005	IGBGC34R6YR230931	Retired
1972 Cat Tractor D6-4207	908635	Retired
2022 Carryall 500	NA	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

4. **General Provisions**


- A.** This Twelfth 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 Twelfth Addendum and any term or provision of the Agreement, the term or provision of this Twelfth Addendum shall govern.
- E. This Twelfth 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 Twelfth 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 Twelfth Addendum has been executed as of the date set forth below.

OMI

Operations Management
International, Inc.

By: 
 Name: Andrew Appleton
 Title: Vice President
 Date: 5/1/2023

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: Saeid Vaziry
 Title: Authority Secretary
 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 7, 2023

TO: JIMMY FORBIS, Authority Manager

FROM: SAEID VAZIRY, P.E., Senior Environmental Engineer

SUBJECT: **CONSULTANT AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR CONTINUATION OF ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT AND WATER RECLAMATION FACILITIES FOR FISCAL YEARS 2024 AND 2025**

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 services for the wastewater treatment and water reclamation facilities, with a two-year term from July 1, 2023, through June 30, 2025.

Summary

The specialized engineering services for the wastewater treatment facilities have been provided under contract by Stantec, formerly MWH Americas, Inc., since the creation of the SCRWA. Consistent with the two-year capital improvement budget approved for the 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 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 and permits, and mandates associated with Waste Discharge Requirements Order (WDR) and National Pollution Discharge Elimination System (NPDES) permits through the Regional Water Quality Control 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 the Water Board. Same as prior years, their general engineering support is on a time-and-materials basis and budgeted at \$300,000 per year.

Furthermore, this agreement extends beyond customary engineering services to include the advancement of capital improvement and repair projects that are under review, design, or construction. Over the course of the next several years the cost of the projects that SCRWA is undertaking is substantial, including the treatment capacity expansion. The agreement includes an increase in scope of work consistent with the capital improvements budget for the 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 2024 and 2025 at \$3,062,442 and \$1,988,209, 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 2024 and 2025 SCRWA budget to accommodate its cost. The agreement has been reviewed and approved as to form by the Authority Attorney.

Background

Stantec has provided general engineering services to SCRWA on an annual basis since the creation of Joint Powers Agreement in early 1990s. It 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 wastewater treatment, disposing and water reclamation systems. The firm is most familiar with the existing plant and is involved with all aspects of the current planning, design, and regulatory permitting framework.

This agreement represents the services for the two-year budget term through June 30, 2025. Stantec will continue 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 nutrients 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 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.

Human Resources Impact

There are no human resources impacts with this action.

Financial Impact

Sufficient funding is identified in the fiscal years 2024 and 2025 SCRWA budget to accommodate the proposed agreement with Stantec. The operations budget will incur contractual expenses of \$300,000 in each of fiscal years 2024 and 2025, respectively. The remaining expense related to each specific project is programmed accordingly in capital operating budget at \$3,062,442 in fiscal year 2024, and \$1,988,209 in fiscal year 2025.

Attachment: Agreement for Services with Stantec

AGREEMENT FOR SERVICES

This AGREEMENT is made this ___ day of _____, 2023, 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 1340 Treat Boulevard, Suite 300, Walnut Creek, California, 94597

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be deemed to have become effective as of July 1, 2023 and will continue in effect through June 30, 2025 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 five million fifty thousand and six hundred and fifty-one and 00/100 Dollars (\$5,050,651.00), \$3,062,442.00 for Fiscal Year (FY) 2024 and \$1,988,209.00 for FY 2025. If the FY 2024 budget is not completely expended by June 30, 2024, remaining budget will be cumulative with FY 2025 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

(a) In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to SCRWA, obtain and maintain in force throughout the term of this Agreement all of the following policies of insurance:

1. General Liability Insurance:

\$5,000,000 per occurrence for all damages due to bodily injury, personal injury, sickness or disease, or death to any person, and damages to property, including the loss of use thereof. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required “per occurrence” limit.

Coverage shall be at least as broad as Insurance Services Office Form No. CG 00 01, and include products/completed operations liability, personal injury and advertising injury coverages. The policy shall include an Additional Insured Endorsement at least as broad as Travelers form CG D2 46 08 05 or equivalent and covering “your [CONSULTANT’s] work.”

2. Automobile Liability Insurance:

\$5,000,000 per accident for bodily injury and property damage.

Coverage shall be at least as broad as Insurance Services Office Form No. CA 0001 and include Code 1 (any auto), or Code 8 (hired) and Code 9 (non-owned) if CONSULTANT does not have any owned automobiles.

3. Employer’s Liability Insurance:

\$5,000,000 per accident for bodily injury or disease.

4. Professional Liability Insurance (Errors & Omissions):

\$5,000,000 per occurrence and \$10,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below.

Professional Liability Insurance written on a claims 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 non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of

the contract or the beginning of the contract work, CONSULTANT must purchase so called “extended reporting” or “tail” coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work.

The policy shall be endorsed to include contractual liability coverage.

5. Pollution or Environmental Impairment Liability Insurance:

\$5,000,000 per occurrence.

6. Worker’s Compensation Insurance:

As required by the law of the State of California.

(a) Each insurance policy required by this Agreement shall provide that coverage shall not be cancelled, non-renewed, or in any way decreased except upon thirty (30) days’ prior written notice to SCRWA sent by certified mail, return receipt requested; provided, however, that the policy may be cancelled upon ten (10) days’ prior written notice to SCRWA by certified mail, return receipt requested, in the event of non-payment of premium. CONSULTANT shall remain obligated to maintain insurance coverage as required by this Agreement notwithstanding such cancellation, non-renewal or modification of coverage. Each insurance policy, with the exception of the Professional Liability Insurance policy, shall provide that the insurance carrier agrees to waive all rights of subrogation against SCRWA, its elected or appointed officers, officials, agents, or employees, for losses paid under the terms of the policy which losses arise from work performed by CONSULTANT under this Agreement. Each insurance policy, with the exception of the Professional Liability Insurance and Workers’ Compensation Insurance policies, shall specify that it is primary insurance with respect to SCRWA, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by SCRWA, its officers, officials, employees, or agents, shall be excess of CONSULTANT’s insurance and shall not contribute to CONSULTANT’s insurance. All insurance shall be placed with insurance carriers having a current A.M. Best’s rating of no less than A:VII and admitted to sell insurance in the State of California.

(b) CONSULTANT shall furnish SCRWA with original certificates and amendatory endorsements effecting coverage required by this Agreement, all of which certificates and endorsements are to be received and approved by SCRWA prior to commencement of work under this Agreement. SCRWA at any time may require proof, in a form acceptable to SCRWA, of all required insurance policies, including endorsements affecting the coverage required by this Section.

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 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 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

By: _____

Tama Snow, PE
Vice President &
Regional Business Leader, Water,
US-Pacific Region

By: _____

Jimmy Forbis
SCRWA Manager

Social Security or Taxpayer
Identification Number: 11-2167170

ATTEST:

Saeid Vaziry, SCRWA 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, costs 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 the 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, time cards, 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: Saeid Vaziry, Environmental Programs Manager
South County Regional Wastewater Authority
1500 Southside Drive
Gilroy, CA 95020

CONSULTANT: Billy Wong, Project Manager
Stantec Consulting Services Inc.
1340 Treat Boulevard, Suite 500
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 2024 AND FY 2025

Introduction

This Scope of Work describes General Engineering Services that may be provided on an as-needed basis by the CONSULTANT to SCRWA during FY2024 and FY2025 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 – Studies for Future Capital Improvement Projects.
- 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 as 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 as 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 recycle 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/WDR Permit Renewal

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 CONSULTANT will provide engineering support to SCRWA for the following tasks.

- The renewal application for WDR permit, which expired in 2022 was submitted on behalf of the SCRWA in March 2022. The renewal process includes preparation of the NPDES renewal application, response 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.
- 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 SCWRA’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 – Studies for Future Capital Improvements

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 – Repair Influent Ponds 1 & 2

CONSULTANT understands that SCRWA seeks to repair the Influent Pump Station (IPS) ponds 1 and 2, which are currently used for emergency retention of possible overflow from the influent pump station. The IPS ponds were constructed in 1982 as wastewater aeration basins, and were later re-purposed as emergency overflow storage when denitrifying treatment facilities were built in 1994. CONSULTANT expects that improvements (e.g. liner upgrade) may be cost-effective method for increasing functionality and reliability to get full value from these SCRWA assets.

Scope subtasks:

- Revise the April 2020 Technical Memorandum² to fit current conditions and to present alternatives for repairs of the pond liner system
- Coordination with RWQCB for input on the proposed Pond use. This may be done by SCRWA, after submittal of the draft Technical Memorandum.
- Coordinate with the SCRWA operations staff regarding leakage standards and operational risks.

Subtask 7.2 – Optimization of Reclamation Pond

CONSULTANT will evaluate the Reclamation Pond at the plant to determine if the SCRWA recycled water supply capacity may be economically increased by installing piping from existing secondary effluent storage to the tertiary treatment inlet. The proposed scope for this task consists of a preliminary engineering design study for the necessary piping, with a cost estimate.

The existing two-section storage pond located along Southside Drive at the Plant, known as the “Reclamation Pond”, was originally constructed circa 1980 with a liner to store secondary effluent that was then pumped into the Santa Clara Valley Water District (Valley Water) recycled water distribution system. When the SCRWA system was upgraded in the late 1990 to provide tertiary treatment, the outflow from the Reclamation Pond was piped to the percolation ponds. Recently, recycled water system improvements have enabled the peak recycled flow demand to exceed the available flowrate of secondary effluent. Under these circumstances, the addition of piping connection to route flow from the Reclamation Pond to the tertiary filter influent pumps would provide the opportunity for increasing the recycled water supply flow under peak flow conditions. Recognizing that routing water to recycle decreases the load on the percolation disposal system, this improves wastewater disposal capacity as well as recycled water capacity.

This scope task would develop a preliminary design, including a Basis of Design Technical Memorandum, layout drawing, hydraulic calculations, quantity estimate, and cost estimate. Scope

² Stantec, April 2020. Draft Technical Memorandum “*Utilization of Former Aeration Ponds at the Influent Pump Station*” with OPCC and calculations (not formally issued).

subtasks are as follows:

- Coordinate with the SCRWA operations staff who originated the concept for the Reclamation Pond.
- Conduct file search to assemble past drawings, survey data, and other past-project documentation of existing conditions.
- Prepare a Basis of Design Technical Memorandum.
 - Prepare a layout mechanical drawing.
 - Prepare hydraulic calculations.
 - Prepare quantity estimate.
 - 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 7.3 – 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,³ 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 basin 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

³ MWH/Stantec (August 2017). “*Evaluation of Implementing Recycled Water System Upgrades at SCRWA*” Technical Memorandum.

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;
 - 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 7.4 – Repurposing the Frazier Lake Road Property for Percolation Ponds

CONSULTANT proposes to evaluate repurposing SCRWA’s Frazier Lake Road Property for use as a site for percolation ponds. 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 7.3 – Miscellaneous Equipment Efficiency Optimization

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

1. Dewatering Building Improvements. A new and larger hopper and improving the efficiency of the vacuum filter press.
2. Oxidation Ditch Mixers Improvements. Improving the efficiency of the mixers on the oxidation ditches.

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 of 36 months starting July 1, 2021, through June 30, 2025. 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:

- 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.

Assumptions:

- Engineering services during construction and construction management services were estimated based on an expected 36-month construction schedule; construction is expected to be complete in June 2024.

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 recommendation to SCRWA.
- Conduct construction progress meetings and document meetings through minutes.
- Coordinate special inspections, material testing and special testing.

Note that ESDC and Construction Management assumes the remaining period of construction activities beginning in July 1, 2023 through the end of FY25 on June 30, 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 at a total of 36 months, and for the FY2024-FY2025 agreement, scope of services are for the remainder of construction period.

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 incrementally 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.

For the FY2024-2025 Agreement, CONSULTANT will provide engineering design services during construction and construction management services for the expected remaining 12 months of construction, and services for Project closeout and preparation of the SOP manual. **Exhibit “B-2”** includes presentation of the scope for the remainder of the construction period for the MBR facility (July 2021 through June 2025).

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.
- and support up to 25 change orders at 8 hours each as necessary.
- Attend up to 24 in-person and 240 telephone construction meetings associated with coordination.

Provide up to 16 structural site observations and site visits for other disciplines during key points during construction (such as foundations, walls, roof, or equipment installation).

- The CONSULTANT will provide onsite geotechnical observations during ground preparation, pre-loading, and dewatering.
- The CONSULTANT will provide onsite biological observations during the initial ground disturbing activities at the start of construction activities.

Subtask 8.2 – Construction Management

The CONSULTANT will provide construction management and inspection services for the Project. The CONSULTANT will provide a full-time resident engineer, inspectors, and a construction manager for the 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 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 is 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 (FY24) remain in the Construction period.
- The remaining scope for ESDC services for 24 months (through FY25) is presented herein; however, 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 will be provided in the FY2024-FY2025 agreement.

- The budget includes ESDC and construction management services for a period of up to 24 months (continuing from July 1, 2023 through end of this contract on June 30, 2025).

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

EXHIBIT “C-1”

PAYMENT SCHEDULE (FY2024-FY2025)

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 II	\$254	per hour
Principal Professional I	\$244	per hour
Senior Project Engineer/Scientist	\$217	per hour
Project Engineer/Scientist	\$191	per hour
Senior Engineer/Scientist	\$170	per hour
Staff Engineer/Scientist	\$148	per hour
Designer/Scientist	\$127	per hour
Assistant Designer/Scientist	\$106	per hour
Construction Manager	\$254	per hour
Resident Construction Engineer	\$244	per hour
Senior Inspector	\$235	per hour
Construction Safety Representative	\$201	per hour
Inspector/Field Engineer	\$175	per hour
Field Engineer/Doc Control	\$160	per hour
Senior Administrator	\$122	per hour
Administrator	\$106	per hour

Other Direct Costs

Mileage	GSA rate ²
---------	-----------------------

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, 2025. 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-resources>

EXHIBIT "C-2"
CONSULTANT FEE ESTIMATE
SCRWA GENERAL ENGINEERING SERVICES FY2024 through FY2025

Exhibit "C-2"
SCRWA GENERAL ENGINEERING SERVICES: FY2024-FY2025
STANTEC FEE ESTIMATE

<u>TASK</u>	<u>PRIN</u> <u>ENG II</u>	<u>PRIN</u> <u>ENG I</u>	<u>SR PROJ</u> <u>ENG</u>	<u>PROJ</u> <u>ENG</u>	<u>SR</u> <u>ENG</u>	<u>STAFF</u> <u>ENG</u>	<u>DES</u> <u>SCI</u>	<u>ASSIST</u> <u>DES</u>	<u>CONST</u> <u>MGR</u>	<u>RES</u> <u>ENG</u>	<u>SR</u> <u>INSP</u>	<u>SAFETY</u> <u>REP</u>	<u>CONST</u> <u>INSP</u>	<u>FIELD</u> <u>ENG</u> <u>DOCS</u>	<u>SR</u> <u>ADMIN</u>	<u>ADMIN</u>	<u>LABOR</u> <u>SUBTOTAL</u>	<u>SUBs</u> <u>SUBTOTAL</u>	<u>ODCs</u> <u>SUBTOTAL</u>	<u>TASK</u> <u>TOTAL</u>	<u>FY 24</u> <u>SUBTOTAL</u>	<u>FY 25</u> <u>SUBTOTAL</u>	
South County Regional Wastewater Authority General Engineering Services Tasks																							
Task 1 -- Facility Flow Projections																					\$47,340	\$23,670	\$23,670
Subtask 1.1 -- Facility Flow Projections	0	25	0	42	0	75	30	0	0	0	0	0	0	0	0	0	\$29,032	\$17,600	\$708	\$47,340			
Task 2 -- Salt Management Support																					\$5,322	\$2,661	\$2,661
Subtask 2.1 -- Salt Management Support	0	10	0	0	0	18	0	0	0	0	0	0	0	0	0	0	\$5,104	\$0	\$219	\$5,322			
Task 3 -- Recycled Water System Support																					\$142,702	\$71,351	\$71,351
Subtask 3.1 -- Training Workshops	0	0	0	12	0	75	0	0	0	0	0	0	0	0	0	0	\$13,392	\$0	\$1,479	\$14,871			
Subtask 3.2 -- Review SCVWD So Co. Recycled Water Projects and as-needed support	10	15	0	12	0	75	75	0	0	0	0	0	0	0	12	0	\$30,581	\$0	\$0	\$30,581			
Subtask 3.3 -- Recycled Water Pipeline Support	0	0	0	0	0	75	0	0	75	275	0	0	0	0	0	0	\$97,250	\$0	\$0	\$97,250			
Subtotal Recycled Water Support	10	15	0	24	0	225	75	0	75	275	0	0	0	0	12	0	\$141,223	\$0	\$1,479				
Task 4 -- NPDES/WDR Permit Renewal																					\$50,881	\$25,441	\$25,441
Subtask 4.1 -- Engineering Support	25	45	72	0	50	50	0	0	0	0	0	0	0	0	0	12	\$50,126	\$0	\$756	\$50,881			
																	\$50,126						
Task 5 -- General Support Services for Maintenance and Operations																					\$233,735	\$116,868	\$116,868
Subtask 5.1 -- As-needed Engineering Support	100	50	100	160	150	320	240	100	0	80	0	0	0	0	30	50	\$232,280	\$0	\$1,455	\$233,735			
																	\$232,280						
Task 6 -- Project Management, Board and TAC Meetings																					\$120,020	\$60,010	\$60,010
Subtask 6.1 -- Project Management	150	100	0	0	0	138	0	0	0	0	0	0	0	0	30	100	\$97,184	\$0	\$0	\$97,184			
Subtask 6.2 -- SCRWA Board /TAC Meetings	60	0	0	0	0	25	0	0	0	0	0	0	0	0	0	25	\$21,590	\$0	\$1,246	\$22,836			
Subtotal Project Management	210	100	0	0	0	163	0	0	0	0	0	0	0	0	30	125	\$118,774	\$0	\$1,246				
Subtotal - General Engineering Services	345	245	172	226	200	851	345	100	75	355	0	0	0	0	72	187	\$576,539	\$17,600	\$5,863	\$600,000	\$300,000	\$300,000	

TASK	PRIN ENG II	PRIN ENG I	SR PROJ ENG	PROJ ENG	SR ENG	STAFF ENG	DES SCI	ASSIST DES	CONST MGR	RES ENG	SR INSP	SAFETY REP	CONST INSP	FIELD ENG DOCS	SR ADMIN	ADMIN	LABOR SUBTOTAL	SUBs SUBTOTAL	ODCs SUBTOTAL	TASK TOTAL	FY 24 SUBTOTAL	FY 25 SUBTOTAL	
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	\$200,000.00	\$200,000
Subtask 7.1 -- Repair of Influent Ponds 1 & 2	24	12	40	0	0	72	130	0	0	0	0	0	0	0	0	0	\$44,870	\$0	\$275	\$45,145			
Subtask 7.2 -- Optimization of Reclamation Pond	24	24	40	40	40	130	160	0	0	0	0	0	0	0	10	0	\$75,852	\$0	\$275	\$76,127			
Subtask 7.3 -- Area 98 Reservoir	24	12	40	0	0	72	260	0	0	0	0	0	0	0	0	0	\$61,380	\$0	\$275	\$61,655			
Subtask 7.4 -- Repurposing Frazier Lake Property for Percolation	200	80	80	80	80	72	72	0	0	0	0	0	0	0	20	0	\$138,800	\$0	\$2,147	\$140,946			
Subtask 7.5 -- Miscellaneous Equipment Efficiency Optimization	24	24	40	40	40	130	160	0	0	0	0	0	0	0	10	0	\$75,852	\$0	\$275	\$76,127			
Subtotal for Capital Improvement Studies	296	152	240	160	160	476	782	0	0	0	0	0	0	0	40	0	\$396,754	\$0	\$3,247				
Task 8a -- Services for Wastewater Treatment Plant Expansion Project																					\$1,815,661	\$950,661	\$865,000
Subtask 8.1 -- Engineering Services During Construction July 2021 - June 2023 (24 months)	366	785	1,565	942	964	1,970	849	600	0	0	0	0	0	0	0	0	\$1,430,449	\$359,000	\$26,213	\$1,815,661			
Subtotal for Engineering Services During Construction	366	785	1,565	942	964	1,970	849	600	0	0	0	0	0	0	0	0	\$1,430,449	\$359,000	\$26,213				
Task 8b -- Construction Management Services																					\$2,234,990	\$1,611,781	\$623,209
Subtask 8.2 -- Construction Management July 2021 - June 2023 (24 months)	100	0	0	0	0	0	0	0	0	2,610	0	0	2,610	0	0	0	\$1,118,990	\$962,710	\$153,291	\$2,234,990			
Subtotal for Construction Management Services	100	0	0	0	0	0	0	0	0	2,610	0	0	2,610	0	0	0	\$1,118,990	\$962,710	\$153,291				
Subtotal - Capital Projects	762	937	1,805	1,102	1,124	2,446	1,631	600	0	2,610	0	0	2,610	0	40	0	\$2,946,193	\$1,321,710	\$182,751	\$4,450,651	\$2,762,442	\$1,688,209	
Grand Total	1,107	1,182	1,977	1,328	1,324	3,297	1,976	700	75	2,965	0	0	2,610	0	112	187	\$3,522,732	\$1,339,310	\$188,614	\$5,050,651	\$3,062,442	\$1,988,209	

Assumptions
Other direct costs (ODCs) and subcontractor (SUB) costs include 10% mark up.
A table of hourly rates is provided in Exhibit "C-1".

EXHIBIT “D”

MILESTONE SCHEDULE

SCRWA General Engineering Services Tasks will be provided on an as-needed basis for Fiscal Years 2024 to 2025:

Services Commence: July 1, 2023
Services Complete: June 30, 2025

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

Services Commence: July 1, 2023
Services Complete: June 30, 2025

**SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY
CASH AND INVESTMENTS REPORT
AS OF 3/31/23**

02-May-23

DESCRIPTION	Note		BALANCE AS OF 3/31/23
CASH IN BANK			
WELLS FARGO OPERATING ACCOUNT - SCRWA'S PORTION	1	1,245,207.42	
TOTAL BANK BALANCE			1,245,207.42
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND			
SCRWA LAIF		10,272,288.12	
TOTAL LAIF			10,272,288.12
TOTAL LIQUID FUNDS			11,517,495.54
TOTAL SCRWA FUNDS			11,517,495.54

NOTE:

1. Day to day transactions are made through Gilroy's cash account. The balance held in Gilroy's account on behalf of SCRWA should be close to zero at month end, as the majority of funds will be held in the SCRWA LAIF account.
2. With the start of the SCRWA expansion the cash account will be showing 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:

5/3/23

SCRWA
Portfolio Management
Portfolio Summary
March 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	10,272,288.12	10,272,288.12	10,272,288.12	100.00	1	1	2.844	2.884
Investments	10,272,288.12	10,272,288.12	10,272,288.12	100.00%	1	1	2.844	2.884
Cash								
Passbook/Checking (not included in yield calculations)	1,245,207.42	1,245,207.42	1,245,207.42		1	1	0.000	0.000
Total Cash and Investments	11,517,495.54	11,517,495.54	11,517,495.54		1	1	2.844	2.884

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	23,866.51	157,270.67
Average Daily Balance	13,100,130.68	8,034,819.70
Effective Rate of Return	2.15%	2.61%


 Harjot Sangha, Finance Director

5/3/23

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		



**Operations Management
and Facilities Services**

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

Date: 4/27/2023

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

Dear Ms. Lemoine:

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: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

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

Year: 2023 **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: Operations Supervisor

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



**Operations Management
and Facilities Services**

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

Date: 4/27/2023

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

Dear Ms. Lemoine:

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: Operations Supervisor
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

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

Year: 2023
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: Operations Supervisor

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



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

Date: 4/27/2023

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

Dear Ms. Lemoine:

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: Operations Supervisor Gilroy, CA
Phone Number: (408) 848-0480 95020

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

Year: 2023 **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: Operations Supervisor

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

Date: 3/13/2023

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

Dear Ms. Lemoine:

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: Operations Supervisor
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Eff_Inf_Wet
Month: February

Year: 2023
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: Operations Supervisor

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



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

Date: 5/18/2023

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

Dear Ms. Lemoine:

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: Operations Supervisor
Phone Number: (408) 848-0480
Address: 1500 Southside Drive
Gilroy, CA
95020

Type of Report: Monthly
Eff_Inf_Wet
Month: April

Year: 2023
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: Operations Supervisor

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

April 4, 2023

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

Subject: Monthly Recap of Expenses Project-to-Date February, 2023

Dear Jimmy,

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

Through February, total operating expenses, amount to \$707,069.68

Repair costs in February amount to \$122,482.11. Year to date, this represents 41% of the \$664,209.00 repair budget.

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

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
FEB-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	%
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS	\$ 259,337	\$ 300,314	\$ 2,031,304	\$ 2,549,555	\$ 3,897,852	52%
(Not including RP, PW, and Solids)						
INDIRECT COST	\$ 85,311	\$ 85,311	\$ 682,490	\$ 682,490	\$ 1,023,735	67%
(Overhead & Management Fee)						
PREVAILING WAGE	\$ 21,274	\$ 26,755	\$ 171,109	\$ 209,921	\$ 321,056	53%
REPAIRS	\$ 122,482	\$ 51,093	\$ 275,491	\$ 434,291	\$ 664,209	41%
SOLIDS DISPOSAL	\$ 118,991	\$ 80,041	\$ 850,573	\$ 640,327	\$ 960,490	89%
ELECTRICITY	\$ 99,674	\$ 143,594	\$ 1,192,853	\$ 1,126,658	\$ 1,723,124	69%
GRAND TOTAL	\$ 707,070	\$ 687,108	\$ 5,203,820	\$ 5,643,241	\$ 8,590,466	61%

April 19, 2023

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

Subject: Monthly Recap of Expenses Project-to-Date March, 2023

Dear Jimmy,

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

Through March, total operating expenses, amount to \$698,345.19

Repair costs in March amount to \$36,355.78. Year to date, this represents 47% of the \$664,209.00 repair budget.

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

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
MAR-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	%
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS	\$ 360,506	\$ 373,834	\$ 2,391,809	\$ 2,923,389	\$ 3,897,852	61%
(Not including RP, PW, and Solids)						
INDIRECT COST	\$ 85,311	\$ 85,311	\$ 767,801	\$ 767,801	\$ 1,023,735	75%
(Overhead & Management Fee)						
PREVAILING WAGE	\$ 24,731	\$ 26,755	\$ 195,839	\$ 240,792	\$ 321,056	61%
REPAIRS	\$ 36,356	\$ 63,866	\$ 311,847	\$ 498,157	\$ 664,209	47%
SOLIDS DISPOSAL	\$ 135,046	\$ 80,041	\$ 985,619	\$ 720,368	\$ 960,490	103%
ELECTRICITY	\$ 56,396	\$ 143,594	\$ 1,249,249	\$ 1,292,343	\$ 1,723,124	72%
GRAND TOTAL	\$ 698,345	\$ 773,401	\$ 5,902,165	\$ 6,442,850	\$ 8,590,466	69%

May 15, 2023

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

Subject: Monthly Recap of Expenses Project-to-Date April, 2023

Dear Jimmy,

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

Through April, total operating expenses, amount to \$710,347.57

Repair costs in April amount to \$28,698.09. Year to date, this represents 51% of the \$664,209.00 repair budget.

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

Regards,



John Edgar
Project Manager
via email

cc: Erik May (email)
Evelyn Weidman (email)
Lauren Mancuso (email)
Joe Hall, City of Gilroy (email)
File

SOUTH COUNTY REGIONAL WATER AUTHORITY
Recap of Expenditures Through
APR-FY2023

			PROJECT TO DATE		TOTAL ANNUAL BUDGET	%
	ACTUAL	BUDGET	ACTUAL	BUDGET		
DIRECT COSTS	\$ 304,740	\$ 300,314	\$ 2,696,549	\$ 3,223,703	\$ 3,897,852	69%
(Not including RP, PW, and Solids)						
INDIRECT COST	\$ 85,311	\$ 85,311	\$ 853,113	\$ 853,113	\$ 1,023,735	83%
(Overhead & Management Fee)						
PREVAILING WAGE	\$ 20,566	\$ 26,755	\$ 216,405	\$ 265,489	\$ 321,056	67%
REPAIRS	\$ 28,698	\$ 51,093	\$ 340,545	\$ 549,250	\$ 664,209	51%
SOLIDS DISPOSAL	\$ 111,903	\$ 80,041	\$ 1,097,522	\$ 800,408	\$ 960,490	114%
ELECTRICITY	\$ 159,130	\$ 143,594	\$ 1,408,378	\$ 1,424,891	\$ 1,723,124	82%
GRAND TOTAL	\$ 710,348	\$ 687,108	\$ 6,612,512	\$ 7,116,854	\$ 8,590,466	77%



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 7, 2023

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

Re: Septage Disposal - March 2023

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

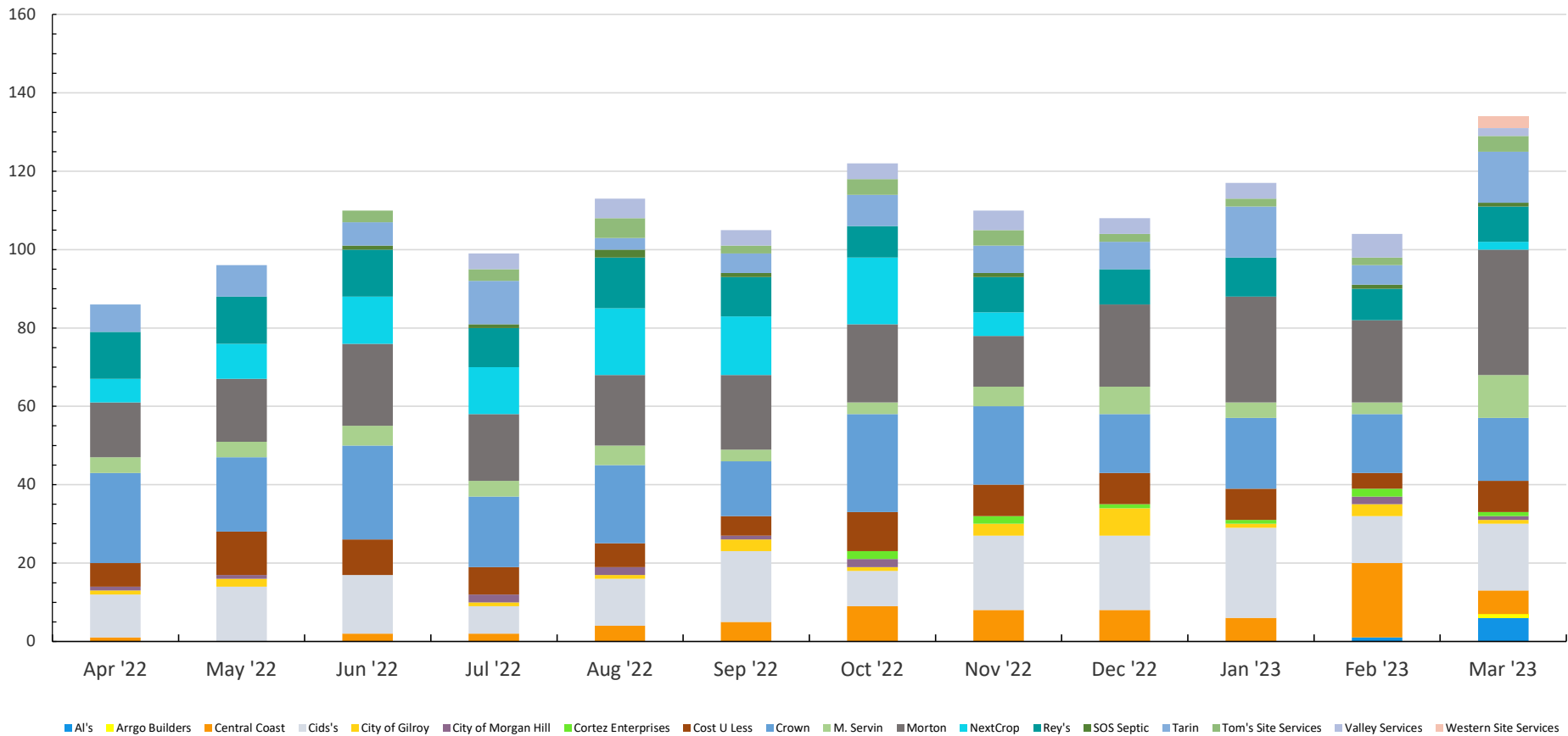
Monthly Septage Summary

March 2023

Date	Als Septic	Arrgo Builders	Central Coast Services	Cids Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	SOS Septic	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1	1,000			1,200		300		330	4,000					528				
2	1,500		430				800		3,200				1,500					
3							700		5,000	400			1,200					
4																		
5																		
6				1,200		400	250	910	3,800		175							
7	1,500		440	1,000			400	890	3,600						900			
8				1,200			350	290	3,500		175		1,200	528			1,000	
9	4,000			1,200		400	200		4,800				4,000					
10	3,360		395						1,000				1,200					
11																		
12																		
13				800		300		270	6,200		200		1,500					
14						300	275		1,800									
15				1,200			350		3,500			4,000		528				
16									2,800		175		2,700			1,000		100
17							250		3,800									
18																		
19																		
20			415	1,200	300	300		290	6,200	400	200							
21				1,200				625	1,000									
22				1,200				450	2,500									
23			440	500					4,400		175					1,000		
24							800		5,200				1,200					
25																		
26																		
27				1,200		300		280	4,800		200							
28				1,200		300			3,200		175		1,200		900			
29				2,700					5,000					468				
30		75	426	1,700					4,400		175		2,700			1,000		
31																		
Total GAL	11,360	75	2,546	18,700	300	2,600	5,450	3,260	83,700	800	1,650	4,000	18,400	2,052	1,800	3,000	1,000	100
Total \$	1,704.00	75.00	381.90	2,805.00	45.00	390.00	817.50	489.00	12,555.00	120.00	247.50	600.00	2,760.00	307.80	270.00	450.00		

Total Billable Gallons: 159,693.00
Total Billable Amount: \$24,017.70

Load Counts (by month)





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 3, 2023

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

Re: Septage Disposal - April 2023

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

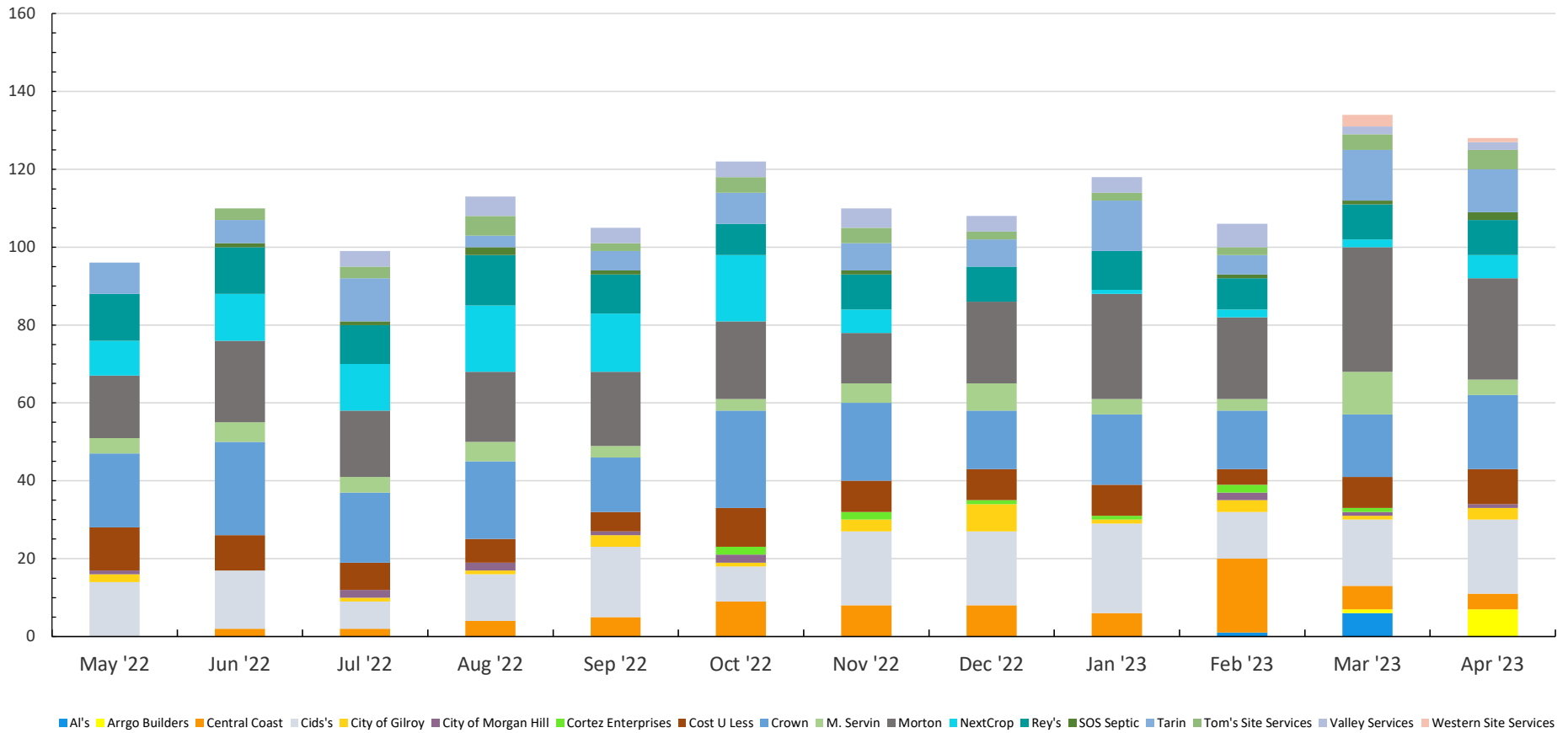
Monthly Septage Summary

April 2023

Date	Als Septic	Arrgo Builders	Central Coast Services	Cids Septage	Cortez Enterprises	Cost U Less	Crown Sanitation	M. Servin Portable Toilets	Morton Septic	NextCrop	Reys	SOS Septic	Tarin Septic Services	Toms Site Services	Valley Services	Western Site Services	City of Gilroy	City of Morgan Hill
1																		
2																		
3				2,400			250	370	6,300	400	175		1,500					
4		650		2,400			650		2,200									
5				2,200			500		4,800	400		2,000	1,200	468			1,500	
6		450		1,200					2,800		200	2,000	1,500			1,000		
7							450		6,000				1,500					
8																		
9																		
10			418			400	200	1,030	4,800	400			1,200					
11				1,200		400	450		3,600		175				900			
12				1,200		400			3,800					468				
13		80							800		175							
14									6,600	400								
15																		
16																		
17			438	2,200		400	250		7,200	400	200							50
18		100		1,200		300	1,000		2,000				2,700		900			
19				2,000		400	400		3,800		175			468				
20		85	476	2,700		300	200		3,000		200							
21							400		4,800									
22																		
23																		
24				1,200		300	200		3,200									
25		300		1,500		300	600		2,000		175							
26							200		3,800				1,000	468			700	
27		125	325	1,200					1,800		200							
28							1,050		3,000				4,500	1,250				
29										400								
30																		
Total GAL		1,790	1,657	22,600		3,200	6,800	1,400	76,300	2,400	1,675	4,000	15,100	3,122	1,800	1,000	2,200	50
Total \$		268.50	248.55	3,390.00		480.00	1,020.00	210.00	11,445.00	360.00	251.25	600.00	2,265.00	468.30	270.00	150.00		

Total Billable Gallons: 142,844.00
Total Billable Amount: \$21,426.60

Load Counts (by month)



Engineering Projects Report

June 7, 2023

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 concrete and structural construction for the headworks, biological process and solids dewatering building areas. Mechanical installation of equipment and appurtenances have commenced. Current work includes review of major equipment submittals, shop drawings, contract document clarifications, and contractor's request for information along with addressing comments received from BAAQMD.

Status	2023											
	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

NEW MAINTENANCE FACILITY

Status: **Project closeout ongoing (June 2023)**
 Activities associated with Contractor closeout is ongoing. Updating of Record Drawings are currently underway.

Status	2021											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Close-Out	◆											

Key Milestones	Construction	Commissioning	Close-Out
Forecast	Spring 2021	Summer 2022	Summer 2023

Engineering Projects Report

June 7, 2023

NPDES/WDR PERMIT RENEWAL

Phase: In Permit Compliance

Project Status: Ongoing tasks

State permit was adopted in 2017. A groundwater study and report as required by the Permit was submitted in 2018. Groundwater contour mapping for the Fourth Quarter Groundwater Monitoring report is complete. NPDES permit renewal application has been submitted to RWQCB in March 2022 and pending for approval. Administrative Order to continue operations under existing permit was issued in December 2022.

Key Milestones	Adopted Permit	Groundwater Contour Study	Permit Renewal Application	Administrative Extension	Permit Compliance
Forecast	November 2017	April 2018	March 2022	December 2022	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 will be conducted in summer 2023. Permit application review for new recycled water users will be conducted during the reporting period.