



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
AGENDA
MAY 4, 2023**

MISSION STATEMENT: Our Mission is to provide our customers and future generations with reliable, safe and high quality water at an equitable price; to create and maintain outstanding service and community relations; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District.

Notice is hereby given that a regular meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, May 4, 2023, at 5:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via videoconference and teleconference. **Open Session begins at 6:30 p.m.**

Any person in need of any reasonable modification or accommodation in order to participate in the meeting may contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours prior to the scheduled meeting.

This meeting is being conducted as an in-person meeting under the Brown Act, Government Code section 54953, and a quorum of the Board must participate from the location(s) within the District that are identified above. Members of the public may attend the meeting at the identified location(s). Teleconferencing/videoconferencing access as set forth below is being provided as a convenience only and is not guaranteed. The meeting may continue in person even if teleconferencing/videoconferencing capability is disrupted or unavailable.

To join the meeting click the link below, or type it into your web browser.

Webinar/Public link:

<https://us02web.zoom.us/j/85144108029>

+1 346 248 7799

+1 669 900 6833

+1 253 215 8782

Webinar ID: **85144108029**

Agenda documents are available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

1. Convene Meeting/Roll Call

2. Additions and Deletions to Closed Session Agenda:

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

3. Oral Communications Regarding Items in Closed Session:

This portion of the agenda is reserved for Oral Communications by the public for items which are on the Closed Session portion of the Agenda. Any person may address the Board of Directors at this time, on Closed Session items. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record.

4. Adjournment to Closed Session

At any time during the regular session, the Board may adjourn to Closed Session in compliance with, and as authorized by, California Government Code Section 54956.9 and Brown Act, Government Code Section 54950. Members of the public will be given the opportunity to address any scheduled item prior to adjourning to closed session.

- a. CONFERENCE WITH LABOR NEGOTIATORS
Gov. Code section 54957.6
Agency designated representatives: District Manager, Rick Rogers;
District Counsel, Gina Nicholls
Employee Organizations: Classified Employees Union and Management,
Supervisory and Confidential Employees Units
- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
*U.S. Bank Trust N.A., et al., V. Vaughan, First Horizon, San Lorenzo
Valley Water District, et al.,*
Santa Cruz Superior Court Case No. 22CV02734
Gov. Code Section 54956.9(d)(1)

If necessary the Board of Directors may re-adjourn to Closed Session after the Open Session in order to complete the Closed Session agenda items, as allowed by the Brown Act and the District's Board Policy Manual, Section 9.A. All public comments regarding Closed Session items will be taken right after the meeting starts at 5:30 p.m.

Closed Session Note:

The Brown Act prohibits the disclosure of confidential information acquired in a closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the

legislative body to the grand jury. It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. Only the legislative body acting as a body may agree to divulge confidential closed session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only a majority vote of the entire body can authorize the waive of the privilege.

5. Re-Convene Meeting/Roll Call

6. Report of Actions Taken in Closed Session

7. Additions and Deletions:

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

8. Oral Communications:

This portion of the agenda is reserved for Oral Communications by the public on any subject that lies within the jurisdiction of the District and is not on the agenda. Any person may address the Board of Directors at this time. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once. Please state your name and town/city of residence for the record at the beginning of your statement. Please understand that the Brown Act limits what the Board can do regarding issues not on the agenda. No action or discussion may occur on issues outside of those already listed on today's agenda. Any Director may request that a matter raised during Oral Communication be placed on a future agenda.

9. President's Report

No action will be taken and discussion may be limited at the Chairperson's discretion.

10. Unfinished Business: None

Members of the public will be given the opportunity to address each agenda item prior to Board action. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once. Please state your name and town/city of residence for the record at the beginning of your statement.

11. New Business:

Members of the public will be given the opportunity to address each agenda item prior to Board action. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once. Please state your name and town/city of residence for the record at the beginning of your statement.

- a. RATIFICATION OF EMERGENCY CONTRACT FOR QUAIL HOLLOW ROAD

Discussion and possible action by the Board regarding the emergency contract for Quail Hollow Road.

b. RATIFICATION OF EMERGENCY CONTRACT FOR MAIN RELOCATION AT CA-9 & PARK DRIVE

Discussion and possible action by the Board regarding the emergency contract for main relocation.

12. Consent Agenda:

The Consent Agenda contains items which are considered to be routine in nature and will be deemed adopted by unanimous consent if no Director states an objection. Any item on the consent agenda will be moved to the regular agenda upon request from an individual Director or a member of the public.

a. BOARD OF DIRECTORS MINUTES 4.6.23

b. BOARD OF DIRECTORS MINUTES 4.20.23

13. District Reports:

No action will be taken and discussion may be limited at the Chairperson's discretion. The District encourages that questions be submitted in writing (bod@slvwd.com) on items listed in the District Reports. Questions submitted, if any, will be posted in the next available District Reports, along with a reply.

- DISTRICT MANAGERS REPORT

No action will be taken and discussion may be limited at the Chairperson's discretion.

14. Written Communication:

- Email from J. Speigel 4.26.23
- Email from Santa Margarita Groundwater Agency 4.27.23

15. Informational Material: None

16. Adjournment

17. Re-Adjourn to Closed Session (if needed)

18. Re-Convene to Open Session (if needed)

19. Report of Actions Taken in Closed Session (if needed)

20. Adjournment

The Next Board of Directors Meeting is Scheduled for May 18, 2023.

Certification of Posting

I hereby certify that on April 28, 2023, I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, and the SLVWD Boardroom, 12788 Highway 9, Boulder Creek, said time being at least 72 hours in advance of the meeting of the Board of Directors of the San Lorenzo Valley Water District (Government Code Section 54954.2).
Executed at Boulder Creek, California on April 28, 2023.

Holly B. Hossack, District Secretary

MEMO

DATE: April 26, 2023

TO: Board of Directors, San Lorenzo Valley Water District

FROM: Rick Rogers, District Manager

SUBJECT: Ratification of Emergency Contract for Trench Failure Repair in Quail Hollow Road

WRITTEN BY: Josh Wolff, District Engineer

PRESENTED BY: Josh Wolff, District Engineer

STAFF RECOMMENDATION

Ratify the attached emergency services contract previously signed by District Manager for emergency services resulting from the December 2022/January 2023 storm disaster.

RECOMMENDED MOTION

I move that:

The Board ratify the provided Emergency Services Contract for repair of trench failure.

BACKGROUND

The District recently replaced over a mile of pipeline in Quail Hollow Road. During the winter of 2022/2023, the trench line was observed to be sinking, requiring the District to excavate the asphalt and slurry placed during previous pipeline construction and replace with $\frac{3}{4}$ " drain rock. During this excavation, the water table was found to be too high to allow for proper repair of the road. After consultation with the County, the excavation was backfilled with $\frac{3}{4}$ " drain rock up to the level of the existing roadway, then steel plates were installed over the full width of the lane for the full length of the excavation. District will coordinate with the County and FEMA for a more complete repair after the water table has subsided enough to allow such work.

The District contracted with Anderson Pacific Engineering Construction (APEC) to perform the required excavation and backfill operations. APEC deployed a crew immediately to accomplish this work.

ENVIRONMENTAL REQUIREMENTS

There is no required environmental work.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT

The attached Emergency Contract specifies a Not To Exceed value of \$108,000 for the excavation and backfill. Final billing has not yet been received.

ATTACHMENTS AND RELEVANT LINKS TO DISTRICT WEBSITE

1. Emergency Services Contract

SAN LORENZO VALLEY WATER DISTRICT

EMERGENCY CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT (hereafter, "Agreement") is made on this 13th day of April, 2023 by and between SAN LORENZO VALLEY WATER DISTRICT, a public agency of the State of California, with its headquarters at Boulder Creek, California, herein referred to as the "District," and ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC., a California corporation, with its principal place of business located at 1370 Norman Avenue, Santa Clara, CA 95054, represented by Scott Schumacher, hereafter referred to as the "Contractor" (Telephone: (408) 970-9900, "Emergency" Telephone: Sam Duckworth (408) 318-1691.) District and Contractor are each a "Party" to this Agreement, and are collectively referred to herein as "Parties."

Emergency/Exigency Sole Source Agreement – This Agreement is being entered into on a sole-source basis during emergency conditions resulting from winter storms that have caused Quail Hollow Road subgrade to fail in and around the District's 12-in water main in Ben Lomond, California, with concomitant risk to the travelling public requiring the immediate expenditure of public money to safeguard life, health, property, and essential government services. The purpose of this Agreement is utilize immediately available and responsible contractor services to safeguard and restore essential water services needed for public health and safety by constructing a temporary water main in place of the damaged water main.

Contractor acknowledges that the District must transition to a competitively bid contract once the emergency or exigency ends, or as soon as a "time-and-materials" contract is no longer appropriate.

Contractor shall provide the District with a designated emergency contact available by phone 24-hours per day and 7-days per week.

Project Description – Contractor is to provide labor, equipment and materials on an as needed emergency basis when requested by the District (the "Work"). The Work includes, but is not limited to, provision of backfill and paving materials, excavation, backfill, compaction, traffic control, shoring, reestablishment of alignment of existing pipeline, and asphalt paving.

All the Work shall be performed in accordance with District Standards AWWA Standards, and Santa Cruz County Encroachment Permit Requirements.

Term and Timing Requirements - Period of service under this Agreement will become effective on the date first stated above ("execution date"), and will continue through May 31, 2023 ("termination date"). Time is of the essence for the performance of all Work under this Agreement.

The District may, at its sole discretion, extend this Agreement by written notice given to Contractor no more than 14 days before the termination date.

- **Compensation** - Performance of the Work under this Agreement shall be on a time and material basis in accordance with the labor and equipment rate schedule outlined in **Exhibit "A"**, unless otherwise modified

and mutually agreed in writing. The total compensation for all Work performed under the terms and conditions of this Agreement shall not exceed \$108,000 and zero cents.

Guarantee - Contractor warrants that

- a. All Work shall be performed by personnel who are careful, skilled, experienced, and competent in their respective trades or professions;
- b. Materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, the Work will be free from defects not inherent in the quality required or permitted; and
- c. Work shall be performed in a good and workmanlike manner.

Meetings - Contractor shall meet with the District regularly, as specified by the District, to report progress. In addition to the regular progress meetings, coordination meetings may be called by either District or Contractor when either party determines that there is a need to discuss the Work. Contractor shall prepare meeting minutes and submit to District within one week after the meeting.

Correspondence - Contractor shall furnish District copies of any written correspondence between Contractor and other parties pertaining specifically to the Agreement.

Ownership of Materials - All materials which Contractor is required to prepare or develop in the performance and completion of the Work under the Agreement, including without limitation any drawings, specifications, documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of District when made or prepared whether delivered to District or not, subject to Contractor's right to use the same to perform the Work under the Agreement. Such materials shall, together with any materials furnished to Contractor by District under the Contract, be delivered to District upon request and in any event upon completion or termination of the Agreement. District and its authorized representatives may use any such materials delivered by Contractor without Contractor's permission.

Confidentiality - Except as otherwise expressly authorized by District, or as necessary for Contractor to perform the Work, Contractor shall not at any time, in any manner whatsoever, either directly or indirectly, disclose to any person or entity any information of any kind or description, whether oral or written, concerning District or any matters affecting or relating to the Work. Contractor shall refer all requests for information regarding the Work to the District representative. Contractor's obligations under this section shall survive the termination of the Contract.

The Contractor acknowledges that certain documents provided under the Contract are subject to disclosure under the Public Records Act.

Termination at District's Option - District shall have the right at any time to terminate, with or without cause, further performance of the Work in whole or in part by written notice to Contractor specifying the date of termination. On the date stated, Contractor shall discontinue performance of the Work and shall preserve work in progress and completed work product, and shall turn over such work product in accordance with District's instructions. If Contractor has completely performed all obligations under the Contract up to the date of termination, Contractor shall be entitled to compensation for costs incurred in performance of the Work prior to termination.

Workers' Compensation Insurance - By its authorized signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the District, its directors, officers, employees, agents, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except the sole willful misconduct or active negligence of District or its directors, officers, employees, agents, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to Contractor's works for the District itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the District in any lawsuit to which it is a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such suits, actions, or other legal proceedings of any kind that may be brought or instituted against the District or its directors, officers, employees, agents, or authorized volunteers. District shall notify Contractor of any such suits, actions, claims, or other legal proceedings arising from Contractor's performance of this Agreement within 7 days of District's knowledge of such claim or proceeding, according to the Notice provisions included herein.

Contractor shall pay and satisfy any judgment, settlement, award or decree that may be rendered against the District or its directors, officers, employees, agents, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by any of them in connection with any of the duties of Contractor or any actions taken by Contractor pursuant to the terms of this Agreement or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify the District shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, agents, or authorized volunteers.

GENERAL CONDITIONS

Licensing Requirements – Contractor shall have a General Engineering License “A.” Contractor shall also have a properly trained and licensed welder on staff, or shall sub-contract any welding work to a properly trained and licensed welder. Contractor shall be registered with the Department of Industrial Relations such that Contractor can be found through the California Department of Industrial Relations’ Public Works Contractor Search tool.

Laws, Regulations and Permits - Contractor shall provide all notices required by law and shall comply with all laws, ordinances, rules and regulations pertaining to the conduct of work performed for the District. Contractor shall be liable for any and all violations of law in connection with work furnished to the District by Contractor. If Contractor or its representatives observe that the construction drawings or specifications are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work with knowledge that it is contrary to any applicable laws, ordinances, rules or regulations and without first giving written notice to the District, the Contractor shall bear all costs arising therefrom.

Prevailing Wage – Contractor shall pay, at a minimum, all employees and sub-contractors who conduct work for the District under this Agreement the prevailing wage for such work in the State of California, as determined by the California Department of Industrial Relations. In no case may Contractor pay any employee or sub-contractor less than the prevailing wage for work performed in furtherance of this Agreement, as such prevailing wage is determined by the California Department of Industrial Relations.

Safety - Contractor shall execute and maintain the Work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable to the particular operations or kinds of work.

In carrying out the Work, Contractor shall at all times exercise all necessary precautions to ensure the safety of employees appropriate to the nature of the work and the conditions under which Contractor’s work is to be performed. Contractor shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include, but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. No less than two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the applicable utility owner if Contractor disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans that disclose details of provisions for worker protection from caving ground during

excavations of trenches that are five feet or more in depth ("trench safety plan"). The trench safety plan shall be submitted to and must be accepted by the District before the Contractor may commence excavation.

The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If the trench safety plan varies from the shoring system standards established by Cal/OSHA, the trench safety plan shall be prepared by a California registered civil or structural engineer. As part of the trench safety plan, a note shall be included stating that the registered civil or structural engineer certifies that the trench safety plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the trench safety plan is not less effective than the shoring, bracing, sloping or other provisions of the Cal/OSHA Construction Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the Cal/OSHA Construction Safety Orders. Submission of a trench safety plan in no way relieves the Contractor of the requirement to maintain safety in all areas of the work site at all times. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit its permit with the trench safety plan to the District before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

Invoicing and Payment - On the first day of each month, or the working day closest thereafter, Contractor shall invoice for that portion of the Work performed during the preceding month. All costs, expenses, and other amounts so invoiced shall be substantiated and supported by equipment time slips, invoices, timesheets, receipts, and other documents satisfactory to the District. Such documentation shall include a narrative of the Work performed. Such invoice, after receipt in form satisfactory to the District and verified by the District, shall be paid within 45 days. No payments shall be construed to be an acceptance of defective Work or relieve Contractor of any of its contractual obligations.

Payments may be withheld by District when it reasonably believes that (1) the materials or workmanship are defective, (2) any claim has been filed against Contractor or District arising out of the Work, (3) Contractor has failed to make payments properly to subcontractors, or (4) Contractor has failed to meet a deadline for Work covered by the payment request.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - Contractor shall maintain limits no less than the following:

1. General Liability - Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply

separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the San Lorenzo Valley Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its directors, officers, employees, agents, and authorized volunteers shall be additional insureds (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents, or authorized volunteers.
2. For any claims related to work undertaken by the Contractor pursuant to this Agreement, the Contractor's insurance shall be the primary insurance as respects the District, its directors, officers, employees, agents, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, agents, or authorized volunteers shall not contribute to any such claims or to the Contractor's insurance.
3. Any failure to comply with reporting or other provisions of the Contractor's insurance policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, employees, agents, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, up to and including the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days' prior written notice by U.S. mail has been given to the District. In the event that the insurance premium has not been paid by Contractor, coverage may be canceled upon ten (10) days' written notice provided to the District via U.S. mail.

Such liability insurance shall indemnify the Contractor and its sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its sub-contractors for damages on account of bodily injury (including death), property damage, personal injury, completed operations, and products liability.

Contractor's general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All such insurance carried by Contractor shall be provided on policy forms and through companies satisfactory to the District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Contractor's insurance shall be placed with insurers holding a current A.M. Best Rating of at least A:VII, or the equivalent, if such equivalent or other rating is approved by the District in its sole discretion.

Workers' Compensation and Employer's Liability Insurance - Contractor and any and all sub-contractors shall insure (or be a qualified self-insured) all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, and any other applicable laws relating to workers' compensation insurance. Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 per accident, a \$1,000,000 disease policy limit, and a \$1,000,000 disease limit for each employee.

Responsibility for Work - Until the completion and final acceptance by the District of all the work included in and implied by this Agreement, the work shall be Contractor's care and charge, and Contractor shall be solely responsible therefor. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Contractor shall provide and maintain builder's risk insurance (or an installation floater) covering all risks of direct physical loss, damage to or destruction of the work performed by Contractor in the amount specified in the General Conditions, to insure against such losses until final acceptance of the Contractor's work by the District. Such insurance shall insure, at a minimum, against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The District, its directors, officers, employees, agents and/or authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District, nor shall such progress payments be construed as relieving Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the Contractor's work by the District.

Contractor shall waive all rights of subrogation against the District, its directors, officers, employees, agents, or authorized volunteers.

Evidences of Insurance - Prior to execution of this Agreement, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District.

Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of the District, deliver to the District such insurance policy or policies and the receipts for Contractor's payment of any and all premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s), including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District, to the District at least ten (10) days prior to the existing insurance policy's expiration date.

Sub-Contractors - In the event that Contractor employs sub-contractors as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Independent Contractor - Contractor's personnel performing services under the Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of District. Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Contract and shall be responsible for all reports and obligations respecting them, including Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of any of the foregoing requirements.

Nondiscrimination and Equal Opportunity Employment- During the performance of the Agreement, Contractor shall not discriminate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation; and that it maintains no employee facilities segregated on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Compliance with Americans with Disabilities Act - Contractor shall not discriminate against, or fail to make reasonable accommodation of any person covered by the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, as amended (the "Act"), or fail to comply with any provision of the Act in the course of its performance of its obligations under the Agreement, or in any way connected with District. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of the Act in the course of performance of its obligations under the Agreement, or in any way connected to District by Contractor, its agents, its subcontractors, its subconsultant, or any officers, partners, or employees of any of the foregoing.

Notices – All notices, demands, payments, requests, consents, or other communications which this Agreement either contemplates, authorizes, requires, or permits either party to give to the other party shall be in writing and shall be sent by electronic mail (e-mail) and/or personally delivered, and/or sent by registered or certified U.S. mail, postage pre-paid, return receipt requested, addressed to the respective parties as follows:

To District: San Lorenzo Valley Water District
Attn: District Manager
13060 Hwy 9
Boulder Creek, CA 95006
Email: rogers@slvwd.com

With a Copy to: Gina Nicholls, District Counsel
Nossaman LLP
777 South Figueroa Street
34th Floor
Los Angeles, CA 90017
Tel: (213) 612-7815
Email: gnicholls@nossaman.com

To Contractor: Scott Schumacher
1370 Norman Avenue
Santa Clara, CA 95054
Email: scott@andpac.com

A change in address may be made by notifying the other party in accordance with this Section.

Governing Law/Venue – The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. The appropriate venue for any action brought to enforce or declare its terms shall be brought in the appropriate state or federal court in the County of Santa Cruz.

Severability – Should any provisions herein be found or deemed invalid or in contravention of California law, such provision shall be deemed not a part of this Agreement. All other provisions of this Agreement shall remain valid and enforceable, and shall remain in full force and effect.

Successors and Assigns - This Agreement is binding on the successors, assigns, and heirs of the District and Contractor, respectively.

Non-Assignment – This Agreement shall not be assigned or transferred, nor shall any of Contractor's rights hereunder be delegated or subcontracted without the prior written consent of the District.

No Third Party Beneficiary – This Agreement shall inure to the benefit of and be binding upon the Parties. This Agreement is not intended to and shall not be for the benefit of third parties who are not expressly included herein.

Headings – The headings contained in this Agreement have been inserted for convenience and ease of reference only, and in no way define or limit the scope or interpretation of this Agreement.

Entire Agreement – This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are superseded.

Waiver - No covenant, term or condition, or the breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by District of any performance by Contractor after such time that the performance is due shall not be deemed a waiver of any preceding breach by Contractor other than the failure of performance expressly accepted, regardless of the District's knowledge of such preceding breach at the time of acceptance. No delay or omission by either Party in exercising any relief or power accruing upon non-compliance or failure of performance by the other Party shall impair or be construed as a waiver thereof, unless an intention to waive is expressly set forth in a writing signed by the waiving Party.

Warranties - District and Contractor covenant and represent that each respective Party has the full authority to execute, deliver, and perform this Agreement, and that each Party has fully complied with all requirements imposed by law as necessary for the Party to create a lawful and binding Agreement for the term of this Agreement. Each individual signing this Agreement for the District represents and warrants that he or she has the full power and authority, and legal right, to execute this Agreement on behalf of the District, and that the District has taken all necessary actions to authorize the individual signing on behalf of the District's behalf to do. Each individual signing this Agreement on behalf of Contractor represents and warrants that he or she has the full power and authority, and the legal right, to execute this Agreement on behalf of Contractor, and that Contractor has taken all necessary actions to authorize the individual signing on Contractor's behalf to do so.

Understanding - Each Party hereto acknowledges that the Party has reviewed this Agreement and has had an opportunity to consult legal counsel, and that the normal rule of construction that ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.

Counterparts - This Agreement may be executed in counterparts, which, taken together, shall be construed as a single, complete Agreement.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties, for themselves, do hereby agree to the full performance of the covenants herein and have caused this Agreement to be executed on the date first set forth above.

**SAN LORENZO VALLEY
WATER DISTRICT**

**ANDERSON PACIFIC ENGINEERING
CONSTRUCTION, INC.**

License No.: 245215

By: Richard Rogers
Rick Rogers, District Manager

By: Scott L. Schumacher
Signature
Name: Scott L. Schumacher
Title: Vice President - UGP Division

ATTEST:

ATTEST:

By: Holly Hossack
Holly Hossack, District Secretary

By: Michael P. Gossett
Signature
Name: Michael P. Gossett
Title: Project Manager

APPROVED AS TO FORM:

By: Gina Nicholls
Gina Nicholls, District Counsel

Exhibit "A"

Labor and Equipment Rate Schedule

[See Following Pages]

SLVWD Emergency Work (FEMA)

Classification	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
Construction Specialist	\$ 92.93	\$ 119.03	\$ 145.11
Laborer 1	\$ 91.89	\$ 117.45	\$ 143.02
Laborer 2	\$ 91.67	\$ 117.13	\$ 142.57
Laborer 3	\$ 91.52	\$ 116.90	\$ 142.28
Laborer 4	\$ 82.11	\$ 102.76	\$ 123.43
Laborer 6	\$ 93.33	\$ 119.61	\$ 145.88
Laborer 7	\$ 76.29	\$ 94.05	\$ 111.82
Labor App L1	\$ 49.87	\$ 66.37	\$ 82.86
Labor App L2	\$ 76.29	\$ 94.05	\$ 111.82
Labor App L3	\$ 81.36	\$ 101.67	\$ 121.97
Labor App L4	\$ 86.44	\$ 109.28	\$ 132.12

Foreman	\$ 134.26	\$ 177.27	\$ 220.28
Operator 1	\$ 130.61	\$ 171.80	\$ 213.00
Operator 2	\$ 128.36	\$ 168.43	\$ 208.49
Operator 3	\$ 126.17	\$ 165.16	\$ 204.13
Operator 4	\$ 124.15	\$ 162.11	\$ 200.07
Operator 5	\$ 122.27	\$ 159.30	\$ 196.32
Operator 6	\$ 120.33	\$ 156.38	\$ 192.43
Operator 7	\$ 118.65	\$ 153.86	\$ 189.07
Operator 8	\$ 116.96	\$ 151.34	\$ 185.72
Operator App L1	\$ 88.36	\$ 109.23	\$ 130.11
Operator App L2	\$ 92.15	\$ 114.94	\$ 137.71
Operator App L3	\$ 95.94	\$ 120.61	\$ 145.29
Operator App L4	\$ 99.75	\$ 126.32	\$ 152.89
Operator App L5	\$ 111.13	\$ 143.40	\$ 175.66

Teamster 1	\$ 102.38	\$ 129.87	\$ 157.36
Teamster 2	\$ 102.83	\$ 130.53	\$ 158.25
Teamster 3	\$ 103.28	\$ 131.21	\$ 159.14
Teamster 4	\$ 103.80	\$ 131.99	\$ 160.18
Teamster 5	\$ 104.31	\$ 132.77	\$ 161.22

Carpenter - General	\$ 124.98	\$ 163.22	\$ 201.45
Carpenter App L1	\$ 69.62	\$ 92.56	\$ 115.49
Carpenter App L2	\$ 77.84	\$ 102.69	\$ 127.53
Carpenter App L3	\$ 85.47	\$ 112.23	\$ 138.98
Carpenter App L4	\$ 89.32	\$ 117.99	\$ 146.66
Carpenter App L5	\$ 109.70	\$ 140.29	\$ 170.87
Carpenter App L6	\$ 113.52	\$ 146.02	\$ 178.51
Carpenter App L7	\$ 117.34	\$ 151.75	\$ 186.17
Carpenter App L8	\$ 121.16	\$ 157.48	\$ 193.81

Cement Mason	\$ 105.33	\$ 137.31	\$ 169.29
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Electrician, Inside Wireman	\$ 134.69	\$ 180.97	\$ 227.25
Electrical Foreman	\$ 145.64	\$ 197.33	\$ 249.01
Electrical App L1	\$ 66.22	\$ 88.10	\$ 109.98
Electrical App L2	\$ 67.96	\$ 90.68	\$ 113.41
Electrical App L3	\$ 77.76	\$ 103.84	\$ 129.94
Electrical App L4	\$ 83.38	\$ 111.56	\$ 139.77
Electrical App L5	\$ 90.32	\$ 120.61	\$ 150.90
Electrical App L6	\$ 98.06	\$ 130.46	\$ 162.86
Electrical App L7	\$ 103.91	\$ 138.40	\$ 172.89
Electrical App L8	\$ 109.88	\$ 146.48	\$ 183.09
Electrical App L9	\$ 116.76	\$ 155.47	\$ 194.17
Electrical App L10	\$ 123.90	\$ 164.71	\$ 205.51

	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
General Superintendent	\$ 202.50	\$ 236.25	\$ 270.00
Project Manager	\$ 270.00		

	Equipment	Rate		
84	CHEVY 2500 PICKUP TRUCK	\$ 38.99		
86	GMC SIERRA 1500 PICKUP TRUCK	\$ 38.99		
87	GMC SIERRA 1500 PICKUP TRUCK	\$ 38.99		
88	GMC SIERRA 2500 PICKUP TRUCK	\$ 38.99		
89	GMC SIERRA 2500 PICKUP TRUCK	\$ 38.99		
92	FORD F150 PICKUP TRUCK	\$ 38.99		
96	FORD F150 PICKUP TRUCK	\$ 38.99		
110	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
112	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
113	2,000 GALLON WATER TRUCK	\$ 56.71		
115	FREIGHTLINER M2 DUMP TRUCK - 5 CY	\$ 76.03		
116	MOROOKA MST-800V	\$ 63.80		
216	GROVE RT-745 CRANE	\$ 169.99		
217	GRADALL 534C FORKLIFT	\$ 52.52		
223	GROVE RT-760 CRANE	\$ 206.24		
224	GROVE RT-58C CRANE	\$ 81.81		
226	GRADALL 534C FORKLIFT	\$ 52.52		
229	GROVE RT-860 CRANE	\$ 180.77		
231	GRADALL 534D-10 FORKLIFT	\$ 82.40		
232	GENIE GS-1930 SCISSOR LIFT	\$ 27.46		
235	GRADALL 534D-9-45 FORKLIFT	\$ 82.40		
236	CAT TH83 FORK LIFT TRUCK	\$ 82.40		
237	CAT TH83 FORK LIFT TRUCK	\$ 82.40		
241	CAT TH83 FORK LIFT TRUCK	\$ 82.40		

300	SAKAI SV201TB-1 PADFOOT WITH BLADE	\$ 54.69		
303	JOHN DEERE 410J BACKHOE LOADER	\$ 84.01		
306	KOBELCO SK140SR EXCAVATOR	\$ 79.78		
322	BOBCAT 773 LOADER	\$ 36.83		
329	KOMATSU WA250 LOADER	\$ 118.80		
331	BOBCAT 773 LOADER	\$ 36.83		
333	HITACHI EX310-LC EXCAVATOR	\$ 100.56		
335	BOBCAT 873 LOADER	\$ 48.68		
338	CAT 330BL EXCAVATOR	\$ 196.44		
345	KOMATSU WA250 LOADER	\$ 118.80		
348	HITACHI EX100 EXCAVATOR	\$ 81.60		
349	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 17.05		
351	JOHN DEERE 310E BACKHOE LOADER	\$ 57.16		
353	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
354	TAKEUCHI TB-016 EXCAVATOR	\$ 11.41		
358	BOBCAT S-185	\$ 48.68		
359	KOMATSU PC400 EXCAVATOR	\$ 240.89		
360	KOMATSU WA380-5 WHEEL LOADER	\$ 164.04		
362	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 17.05		
366	DITCH WITCH 3700 TRENCHER	\$ 44.63		
367	KOMATSU PC35 EXCAVATOR	\$ 29.06		
369	KOMATSU PC220 EXCAVATOR	\$ 145.16		
371	CASE CX50B EXCAVATOR	\$ 40.70		
372	CASE CX75 SR EXCAVATOR	\$ 42.56		
373	VOLVO EC240 BLC EXCAVATOR	\$ 129.59		
374	CASE CX50B EXCAVATOR	\$ 40.70		
377	JOHN DEERE 310SG BACKHOE LOADER	\$ 72.81		
378	TAKEUCHI TB-125 EXCAVATOR	\$ 23.05		
383	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
384	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
385	JOHN DEERE JD-210LE LOADER	\$ 55.78		
386	SWEEPER (BOBCAT) BY QUICK ATTACH	\$ 40.50		
387	BOBCAT S-300 SKID-STEER LOADER	\$ 48.68		
388	JOHN DEERE 410K BACKHOE LOADER	\$ 90.16		
389	CAT D4G XL DOZER	\$ 61.94		
390	CAT CB24 VIBRATORY ROLLER	\$ 46.39		
391	KOBELCO SK140SR EXCAVATOR	\$ 79.78		
393	JOHN DEERE 27D COMPACT EXCAVATOR	\$ 25.56		
394	JOHN DEERE 410K BACKHOE LOADER	\$ 90.16		
395	JOHN DEERE 524K WHEEL LOADER	\$ 109.08		
398	CAT CB24B VIBRATORY ROLLER	\$ 53.08		
399	JOHN DEERE 210L LOADER	\$ 61.90		
416	18-FT TILT-BED TRAILER	\$ 1.70		
532	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
534	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
541	LEROI 200 AIR COMPRESSOR	\$ 29.28		
553	MULTIQUIP GENERATOR 70KW	\$ 37.85		

554	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
555	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
563	500 GALLON WATER TRAILER	\$ 3.99		
564	500 GALLON WATER TRAILER	\$ 3.99		
565	500 GALLON WATER TRAILER	\$ 3.99		
571	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
572	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
573	VAC-TRON PMD550DT	\$ 23.00		
575	VAC-TRON PMD550DT	\$ 23.00		
580	500 GALLON WATER TRAILER	\$ 3.99		
581	500 GALLON WATER TRAILER	\$ 3.99		
583	500 GALLON WATER TRAILER	\$ 3.99		
700	BOMAG 815-2 ASPHALT PAVER	\$ 86.01		
1005	CHEVY 3500HD CREW TRUCK - PAVING	\$ 43.93		
1006	CHEVY 2500HD PICKUP TRUCK	\$ 38.99		
1009	CHEVY 3500HD CREW TRUCK - UTILITY	\$ 43.93		
1010	FORD F150 PICKUP TRUCK	\$ 38.99		
1011	CHEVY 3500HD CREW TRUCK - CREW	\$ 43.93		
1017	FORD F150 PICKUP TRUCK	\$ 38.99		
1018	FORD F150 PICKUP TRUCK	\$ 38.99		
1019	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1020	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1024	FORD F150 PICKUP TRUCK	\$ 38.99		
1026	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1028	GMC CANYON PICKUP TRUCK	\$ 38.99		
2001	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
2004	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
2005	TEREX RT-110-10 CRANE	\$ 201.27		
2007	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
3001	BOBCAT S-590 SKID-STEER LOADER	\$ 48.68		
3002	BOBCAT S-590 SKID-STEER LOADER	\$ 48.68		
3003	JOHN DEERE 310SK BACKHOE LOADER	\$ 73.32		
3004	JOHN DEERE 17G FT4 EXCAVATOR	\$ 20.67		
3005	KOBELCO SK230 SR LC-5 EXCAVATOR	\$ 111.35		
3006	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3007	JOHN DEERE 50G EXCAVATOR	\$ 40.17		
3008	HITACHI ZX300LC-6N EXCAVATOR	\$ 178.04		
3009	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3010	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3011	JOHN DEERE 710L BACKHOE LOADER	\$ 116.08		
3012	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3013	WEILER P385B ASPHALT PAVER	\$ 146.69		
3014	KOMATSU PC490LC-11 EXCAVATOR	\$ 307.40		
3015	CAT D6KP LGP DOZER	\$ 98.89		
3016	BOBCAT T-740 TRACK LOADER	\$ 48.68		
3017	BOBCAT S-740 SKID-STEER LOADER	\$ 48.68		
3019	KOMATSU WA320-8 WHEEL LOADER	\$ 138.69		

3020	JOHN DEERE 410L BACKHOE LOADER	\$ 90.16		
3021	JOHN DEERE 245G EXCAVATOR	\$ 111.99		
3022		\$ -		
3023	JOHN DEERE 50G EXCAVATOR	\$ 40.17		
3024	JOHN DEERE 210L LOADER	\$ 61.90		
3025	JOHN DEERE 35G EXCAVATOR	\$ 32.25		
3027		\$ -		
5002	PAVE-MATE PM230 BITUMINOUS DISTRIBUTOR	\$ 9.44		
5004	Wanco WVTM(A) Mini Full Matrix CMS	\$ 12.26		
5005	Wanco WVTM(A) Mini Full Matrix CMS	\$ 12.26		
5008	VAC-TRON LP573SDT	\$ 69.07		
7000	5,000 GALLON WATER TRUCK	\$ 97.06		
7001	FORD F750 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
7002	FREIGHTLINER M2 DUMP TRUCK - 7 CY	\$ 76.03		
7005	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
7006	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		

MEMO

DATE: April 26, 2023

TO: Board of Directors, San Lorenzo Valley Water District

FROM: Rick Rogers, District Manager

SUBJECT: Ratification of Emergency Contract for Main Relocation at Park Dr. and CA-9

WRITTEN BY: Josh Wolff, District Engineer

PRESENTED BY: Josh Wolff, District Engineer

STAFF RECOMMENDATION

Ratify the attached emergency services contract previously signed by District Manager for emergency services resulting from the December 2022/January 2023 storm disaster.

RECOMMENDED MOTION

I move that:

The Board ratify the provided Emergency Services Contract for relocation of the existing main.

BACKGROUND

The District's 2-inch main in CA-9 serving the Shadowbrook neighborhood was exposed by the slipout now known as the Jaye's slide, immediately adjacent to the intersection of Park Drive and CA-9. Caltrans is preparing to construct a soldier pile and lagging retaining wall to address the slipout, boring for which would impact the existing main.

The District contracted with Preston Pipelines to construct a new 6-inch main connecting the Shadowbrook neighborhood's mains to the existing 6-inch main in CA-9. Preston Pipelines deployed a crew immediately to accomplish this construction.

ENVIRONMENTAL REQUIREMENTS

There is no required environmental work.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT

The attached Emergency Contract specifies a Not to Exceed value of \$82,522 for the temporary main. The final billing for this project was \$49,187.

ATTACHMENTS AND RELEVANT LINKS TO DISTRICT WEBSITE

1. Emergency Services Contract

SAN LORENZO VALLEY WATER DISTRICT
EMERGENCY CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT (hereafter, “Agreement”) is made on this 6th day of March, 2023 by and between SAN LORENZO VALLEY WATER DISTRICT OF SANTA CRUZ COUNTY, a public agency of the State of California, with its headquarters at Boulder Creek, California, herein referred to as the “District,” and Preston Pipelines Infrastructure LLC, located at 133 Bothelo Ave., Milpitas, CA 95035 represented by its agent Ian McCoog, hereafter referred to as the “Contractor” (Telephone: (408) 262-1418, “Emergency” Telephone: (408) 577-7329.) District and Contractor are each a “Party” to this Agreement, and are collectively referred to herein as “Parties.”

Emergency/Exigency Sole Source Agreement – This Agreement is being entered into on a sole-source basis during emergency conditions resulting from winter storms with widespread flooding that have caused landslides including a slipout of the northbound lane of California Route 9, exposing a water main and requiring that it be relocated to allow Caltrans to construct a retaining wall and repair the roadway, requiring the immediate expenditure of public money to safeguard life, health, property, and essential government services. The purpose of this Agreement is utilize immediately available and responsible contractor services to safeguard and restore essential water services needed for public health and safety.

Contractor acknowledges that the District must transition to a competitively bid contract once the emergency or exigency ends, or as soon as a “time-and-materials” contract is no longer appropriate.

Contractor shall provide the District with a designated emergency contact available by phone 24-hours per day and 7-days per week.

Project Description – Contractor is to provide labor, equipment and materials on an as needed emergency basis when requested by the District (the “Work”). The Work includes, but is not limited to, demolition of existing water mains, constructing new water mains and all appurtenances (i.e. CMLC, AC, HDPE, and Ductile Iron), temporary traffic control, welding, fusing, polyethylene lateral services, valve replacements, excavation, backfill, trenching, compaction, and asphalt paving.

All the Work shall be performed in accordance with District Standards, AWWA Standards, and Caltrans Encroachment Permit Requirements.

Term and Timing Requirements - Period of service under this Agreement will become effective on the date first stated above (“execution date”), and will continue through March 31, 2023 (“termination date”). Time is of the essence for the performance of all Work under this Agreement.

The District may, at its sole discretion, extend this Agreement by written notice given to Contractor no more than 14 days before the termination date.

Compensation - Performance of the Work under this Agreement shall be on a time and material basis in accordance with the labor and equipment rate schedule outlined in **Exhibit “A”**, unless otherwise modified and mutually agreed in writing. The total compensation for all Work performed under the terms and

conditions of this Agreement shall not exceed \$82,522 and zero cents (i.e., Contractor's Exhibit A estimate plus 10% buffer).

Guarantee - Contractor warrants that

- a. All Work shall be performed by personnel who are careful, skilled, experienced, and competent in their respective trades or professions;
- b. Materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, the Work will be free from defects not inherent in the quality required or permitted; and
- c. Work shall be performed in a good and workmanlike manner.

Meetings - Contractor shall meet with the District regularly, as specified by the District, to report progress. In addition to the regular progress meetings, coordination meetings may be called by either District or Contractor when either party determines that there is a need to discuss the Work. Contractor shall prepare meeting minutes and submit to District within one week after the meeting.

Correspondence - Contractor shall furnish District copies of any written correspondence between Contractor and other parties pertaining specifically to the Agreement.

Ownership of Materials - All materials which Contractor is required to prepare or develop in the performance and completion of the Work under the Agreement, including without limitation any drawings, specifications, documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all copyrightable material contained therein, shall become the sole and exclusive property of District when made or prepared whether delivered to District or not, subject to Contractor's right to use the same to perform the Work under the Agreement. Such materials shall, together with any materials furnished to Contractor by District under the Contract, be delivered to District upon request and in any event upon completion or termination of the Agreement. District and its authorized representatives may use any such materials delivered by Contractor without Contractor's permission.

Confidentiality - Except as otherwise expressly authorized by District, or as necessary for Contractor to perform the Work, Contractor shall not at any time, in any manner whatsoever, either directly or indirectly, disclose to any person or entity any information of any kind or description, whether oral or written, concerning District or any matters affecting or relating to the Work. Contractor shall refer all requests for information regarding the Work to the District representative. Contractor's obligations under this section shall survive the termination of the Contract.

The Contractor acknowledges that certain documents provided under the Contract are subject to disclosure under the Public Records Act.

Termination at District's Option - District shall have the right at any time to terminate, with or without cause, further performance of the Work in whole or in part by written notice to Contractor specifying the date of termination. On the date stated, Contractor shall discontinue performance of the Work and shall preserve work in progress and completed work product, and shall turn over such work product in accordance with District's instructions. If Contractor has completely performed all obligations under the Contract up to the date of termination, Contractor shall be entitled to compensation for costs incurred in performance of the Work prior to termination.

Workers' Compensation Insurance - By its authorized signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the District, its directors, officers, employees, agents, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except the sole willful misconduct or active negligence of District or its directors, officers, employees, agents, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to Contractor's works for the District itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the District in any lawsuit to which it is a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such suits, actions, or other legal proceedings of any kind that may be brought or instituted against the District or its directors, officers, employees, agents, or authorized volunteers. District shall notify Contractor of any such suits, actions, claims, or other legal proceedings arising from Contractor's performance of this Agreement within 7 days of District's knowledge of such claim or proceeding, according to the Notice provisions included herein.

Contractor shall pay and satisfy any judgment, settlement, award or decree that may be rendered against the District or its directors, officers, employees, agents, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by any of them in connection with any of the duties of Contractor or any actions taken by Contractor pursuant to the terms of this Agreement or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify the District shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, agents, or authorized volunteers.

GENERAL CONDITIONS

Licensing Requirements – Contractor shall have a General Engineering License “A.” Contractor shall also have a properly trained and licensed welder on staff, or shall sub-contract any welding work to a properly trained and licensed welder. Contractor shall be registered with the Department of Industrial Relations such that Contractor can be found through the California Department of Industrial Relations’ Public Works Contractor Search tool.

Laws, Regulations and Permits - Contractor shall provide all notices required by law and shall comply with all laws, ordinances, rules and regulations pertaining to the conduct of work performed for the District. Contractor shall be liable for any and all violations of law in connection with work furnished to the District by Contractor. If Contractor or its representatives observe that the construction drawings or specifications are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work with knowledge that it is contrary to any applicable laws, ordinances, rules or regulations and without first giving written notice to the District, the Contractor shall bear all costs arising therefrom.

Prevailing Wage – Contractor shall pay, at a minimum, all employees and sub-contractors who conduct work for the District under this Agreement the prevailing wage for such work in the State of California, as determined by the California Department of Industrial Relations. In no case may Contractor pay any employee or sub-contractor less than the prevailing wage for work performed in furtherance of this Agreement, as such prevailing wage is determined by the California Department of Industrial Relations.

Safety - Contractor shall execute and maintain the Work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable to the particular operations or kinds of work.

In carrying out the Work, Contractor shall at all times exercise all necessary precautions to ensure the safety of employees appropriate to the nature of the work and the conditions under which Contractor’s work is to be performed. Contractor shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include, but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. No less than two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the applicable utility owner if Contractor disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans that disclose details of provisions for worker protection from caving ground during

excavations of trenches that are five feet or more in depth (“trench safety plan”). The trench safety plan shall be submitted to and must be accepted by the District before the Contractor may commence excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If the trench safety plan varies from the shoring system standards established by Cal/OSHA, the trench safety plan shall be prepared by a California registered civil or structural engineer. As part of the trench safety plan, a note shall be included stating that the registered civil or structural engineer certifies that the trench safety plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the trench safety plan is not less effective than the shoring, bracing, sloping or other provisions of the Cal/OSHA Construction Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the Cal/OSHA Construction Safety Orders. Submission of a trench safety plan in no way relieves the Contractor of the requirement to maintain safety in all areas of the work site at all times. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit its permit with the trench safety plan to the District before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

Invoicing and Payment - On the first day of each month, or the working day closest thereafter, Contractor shall invoice for that portion of the Work performed during the preceding month. All costs, expenses, and other amounts so invoiced shall be substantiated and supported by equipment time slips, invoices, timesheets, receipts, and other documents satisfactory to the District. Such documentation shall include a narrative of the Work performed. Such invoice, after receipt in form satisfactory to the District and verified by the District, shall be paid within 45 days. No payments shall be construed to be an acceptance of defective Work or relieve Contractor of any of its contractual obligations.

Payments may be withheld by District when it reasonably believes that (1) the materials or workmanship are defective, (2) any claim has been filed against Contractor or District arising out of the Work, (3) Contractor has failed to make payments properly to subcontractors, or (4) Contractor has failed to meet a deadline for Work covered by the payment request.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - Contractor shall maintain limits no less than the following:

1. General Liability - Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply

separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the San Lorenzo Valley Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its directors, officers, employees, agents, and authorized volunteers shall be additional insureds (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents, or authorized volunteers.
2. For any claims related to work undertaken by the Contractor pursuant to this Agreement, the Contractor's insurance shall be the primary insurance as respects the District, its directors, officers, employees, agents, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, agents, or authorized volunteers shall not contribute to any such claims or to the Contractor's insurance.
3. Any failure to comply with reporting or other provisions of the Contractor's insurance policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, employees, agents, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, up to and including the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days' prior written notice by U.S. mail has been given to the District. In the event that the insurance premium has not been paid by Contractor, coverage may be canceled upon ten (10) days' written notice provided to the District via U.S. mail.

Such liability insurance shall indemnify the Contractor and its sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its sub-contractors for damages on account of bodily injury (including death), property damage, personal injury, completed operations, and products liability.

Contractor's general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All such insurance carried by Contractor shall be provided on policy forms and through companies satisfactory to the District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers – Contractor's insurance shall be placed with insurers holding a current A.M. Best Rating of at least A:VII, or the equivalent, if such equivalent or other rating is approved by the District in its sole discretion.

Workers' Compensation and Employer's Liability Insurance - Contractor and any and all subcontractors shall insure (or be a qualified self-insured) all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, and any other applicable laws relating to workers' compensation insurance. Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 per accident, a \$1,000,000 disease policy limit, and a \$1,000,000 disease limit for each employee.

Responsibility for Work - Until the completion and final acceptance by the District of all the work included in and implied by this Agreement, the work shall be Contractor's care and charge, and Contractor shall be solely responsible therefor. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Contractor shall provide and maintain builder's risk insurance (or an installation floater) covering all risks of direct physical loss, damage to or destruction of the work performed by Contractor in the amount specified in the General Conditions, to insure against such losses until final acceptance of the Contractor's work by the District. Such insurance shall insure, at a minimum, against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The District, its directors, officers, employees, agents and/or authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District, nor shall such progress payments be construed as relieving Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the Contractor's work by the District.

Contractor shall waive all rights of subrogation against the District, its directors, officers, employees, agents, or authorized volunteers.

Evidences of Insurance - Prior to execution of this Agreement, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District.

Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of the District, deliver to the District such insurance policy or policies and the receipts for Contractor's payment of any and all premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s), including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District, to the District at least ten (10) days prior to the existing insurance policy's expiration date.

Sub-Contractors - In the event that Contractor employs sub-contractors as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Independent Contractor - Contractor's personnel performing services under the Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of District. Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Contract and shall be responsible for all reports and obligations respecting them, including Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of any of the foregoing requirements.

Nondiscrimination and Equal Opportunity Employment- During the performance of the Agreement, Contractor shall not discriminate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation; and that it maintains no employee facilities segregated on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Compliance with Americans with Disabilities Act - Contractor shall not discriminate against, or fail to make reasonable accommodation of any person covered by the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, as amended (the "Act"), or fail to comply with any provision of the Act in the course of its performance of its obligations under the Agreement, or in any way connected with District. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of the Act in the course of performance of its obligations under the Agreement, or in any way connected to District by Contractor, its agents, its subcontractors, its subconsultant, or any officers, partners, or employees of any of the foregoing.

Notices – All notices, demands, payments, requests, consents, or other communications which this Agreement either contemplates, authorizes, requires, or permits either party to give to the other party shall be in writing and shall be sent by electronic mail (e-mail) and/or personally delivered, and/or sent by registered or certified U.S. mail, postage pre-paid, return receipt requested, addressed to the respective parties as follows:

To District: San Lorenzo Valley Water District
Attn: District Manager
13060 Hwy 9
Boulder Creek, CA 95006
Email: rogers@slvwd.com

With a Copy to: Gina Nicholls, District Counsel
Nossaman LLP
777 South Figueroa Street
34th Floor
Los Angeles, CA 90017
Tel: (213) 612-7815
Email: gnicholls@nossaman.com

To Contractor: Ian McCoog
133 Bothelo Avenue
Milpitas, CA 95035
Email: imccoog@prestonpipelines.com

A change in address may be made by notifying the other party in accordance with this Section.

Governing Law/Venue – The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. The appropriate venue for any action brought to enforce or declare its terms shall be brought in the appropriate state or federal court in the County of Santa Cruz.

Severability – Should any provisions herein be found or deemed invalid or in contravention of California law, such provision shall be deemed not a part of this Agreement. All other provisions of this Agreement shall remain valid and enforceable, and shall remain in full force and effect.

Successors and Assigns - This Agreement is binding on the successors, assigns, and heirs of the District and Contractor, respectively.

Non-Assignment – This Agreement shall not be assigned or transferred, nor shall any of Contractor’s rights hereunder be delegated or subcontracted without the prior written consent of the District.

No Third Party Beneficiary – This Agreement shall inure to the benefit of and be binding upon the Parties. This Agreement is not intended to and shall not be for the benefit of third parties who are not expressly included herein.

Headings – The headings contained in this Agreement have been inserted for convenience and ease of reference only, and in no way define or limit the scope or interpretation of this Agreement.

Entire Agreement – This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are superseded.

Waiver - No covenant, term or condition, or the breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by District of any performance by Contractor after such time that the performance is due shall not be deemed a waiver of any preceding breach by Contractor other than the failure of performance expressly accepted, regardless of the District's knowledge of such preceding breach at the time of acceptance. No delay or omission by either Party in exercising any relief or power accruing upon non-compliance or failure of performance by the other Party shall impair or be construed as a waiver thereof, unless an intention to waive is expressly set forth in a writing signed by the waiving Party.

Warranties - District and Contractor covenant and represent that each respective Party has the full authority to execute, deliver, and perform this Agreement, and that each Party has fully complied with all requirements imposed by law as necessary for the Party to create a lawful and binding Agreement for the term of this Agreement. Each individual signing this Agreement for the District represents and warrants that he or she has the full power and authority, and legal right, to execute this Agreement on behalf of the District, and that the District has taken all necessary actions to authorize the individual signing on behalf of the District's behalf to do. Each individual signing this Agreement on behalf of Contractor represents and warrants that he or she has the full power and authority, and the legal right, to execute this Agreement on behalf of Contractor, and that Contractor has taken all necessary actions to authorize the individual signing on Contractor's behalf to do so.

Understanding - Each Party hereto acknowledges that the Party has reviewed this Agreement and has had an opportunity to consult legal counsel, and that the normal rule of construction that ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.

Counterparts - This Agreement may be executed in counterparts, which, taken together, shall be construed as a single, complete Agreement.

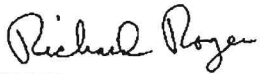
[SIGNATURES ON FOLLOWING PAGE(S)]


IN WITNESS WHEREOF, the Parties, for themselves, do hereby agree to the full performance of the covenants herein and have caused this Agreement to be executed on the date first set forth above.

**SAN LORENZO VALLEY
WATER DISTRICT**

**PRESTON PIPELINES
INFRASTRUCTURE LLC**


License No.: 1059395

By: 
Rick Rogers, District Manager

By: 
Signature
Name: Ian McLoon
Title: Project Executive

ATTEST:

ATTEST:

By: 
Holly Hossack, District Secretary

By: 
Signature
Name: Leandra Kasprek
Title: Dispatcher

APPROVED AS TO FORM:


By: 
Gina Nicholls, District Counsel

Exhibit "A"

Labor and Equipment Rate Schedule

[Insert the District-approved Schedule]



San Lorenzo Valley Water District
13060 CA-9
Boulder Creek, CA 95006

Change Estimate #01
Date: 3/6/23
PPI Job# 23-042
Cost Code: 990-990.01

Att: Josh Wolff *Client job #*
Job Name: **Jaye's Slide Realignment**

Description of Work: ROM to perform the water lateral reroute work as part of the Jaye's Slide Realignment Project. Pricing includes sawcutting across Highway 9, removing AC, excavating from the 6" DIP water main approximately 35' across the highway to the existing water service, hot tapping the existing main, installing valve and 6" line across the street, tying in to the existing 2" HDPE water service, cutting and capping the existing service at two locations, removing the temporary above ground water service installed by SLVWD, backfilling with slurry up to grade, and turning on the water to the newly installed lateral to keep the surrounding homes active while the rest of the slide realignment work is completed by others. Pricing includes traffic control, offhauling all spoils generated to the nearby SLVWD yard, and vac truck potholing as needed. Pricing assumes 10 hour work days for the first three days of work to meet Caltrans schedule and an additional 8 hour day to finish any remaining work allowed after the road is fully reopened. Pricing excludes permits, staking, hardscape restoration (road to be paved by others), landscape restoration, any OT outside of the included 10 hour work days, private locating, additional demo outside the temporary above ground water line, and adjustment of existing structures as none was specified. Work to be performed on T&M using the attached rate sheet.

MATERIALS

Quantity	Units	Size	Description	Unit Price	Extension
1	EA		Pipe & Fittings Material	\$5,750.00	\$5,750.00
25	Ton		Washed Sand	\$35.00	\$875.00
30	YD		Slurry	\$200.00	\$6,000.00
3	YD		Concrete	\$270.00	\$810.00
				Other Exp. Subtotal	\$13,435.00
				Tax 9.000%	\$1,209.15
				Subtotal	\$14,644.15
				15% Overhead + Profit	\$2,196.62
				TOTAL OTHER EXP.	\$16,840.77

NON-TAXABLE ITEMS

Quantity	Units	Description	Unit Price	Extension	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				Subtotal	\$0.00
				15% Overhead + Profit	\$0.00
				TOTAL NON-TAXABLE	\$0.00

EQUIPMENT

Description	Hours	Rate	Extension	
Crew Truck w. Tools	38	\$55.00	\$2,090.00	
Foreman Truck	46	\$21.00	\$966.00	
80 Excavator	38	\$123.00	\$4,674.00	
Bobtail	38	\$58.00	\$2,204.00	
Skid Steer	38	\$129.00	\$4,902.00	
Vac Truck	8	\$300.00	\$2,400.00	
Transport Truck	8	\$132.00	\$1,056.00	
GPS Truck	4	\$37.00	\$148.00	
Traffic Control	1	lump sum \$1,000.00	\$1,000.00	
Trench Plates and Shores	1	lump sum \$1,000.00	\$1,000.00	
			TOTAL EQUIPMENT	\$20,440.00

LABOR

Description	Hours	OT Hours	Hourly Rate	OT Hourly Rate	
Superintendent	8		\$157.00	\$212.00	
Foreman	32	6	\$125.00	\$166.00	
Operator	72	12	\$116.00	\$152.00	
Laborer	128	24	\$87.00	\$113.00	
GPS Tech	4		\$123.00	\$164.00	
Safety	8		\$115.00	\$150.00	
Transport Driver	8		\$87.00	\$113.00	
				TOTAL LABOR	\$32,384.00

SUBCONTRACTOR

Quantity	Units	Description	Unit Price	Extension	
1	LS	Sawcutting Subcontractor	\$1,600.00	\$1,600.00	
1	LS	Hot Tap Subcontractor	\$3,500.00	\$3,500.00	
				\$0.00	
				\$0.00	
				Subtotal	\$5,100.00
				5% Markup	\$255.00
				TOTAL SUBCONTRACTOR	\$5,355.00

REPORT TOTAL \$75,019.77

The above breakdown is a specific change to the existing contract. All other conditions of the original contract remain in force. Please sign one copy and return it to our Milpitas office.

Submitted By: _____ Accepted By: _____
TJ Copple Josh Wolff - Project Manager
Project Manager Date: _____



JULY 2022 - JUNE 2023 LABOR AND EQUIPMENT RATES

**EQUIPMENT RATES INCLUDE OPERATING COST IE (INSURANCE, FUEL, MAINTENANCE, OVERHEAD & PROFIT).

**EXCAVATOR AND BACKHOE PRICES INCLUDE ONE BUCKET.

**EQUIPMENT RATES ARE BARE AND DO NOT INCLUDE OPERATOR, TRANSPORTATION OR PERMITS.

**OUTSIDE RENTAL EQUIPMENT WILL BE INVOICED AT RENTAL COST + TAX, + FUEL/LUBE/MECHANIC x 15% MARKUP

EQUIPMENT

EXCAVATORS	WEIGHT (In Lbs.)	HOURLY
KOBELCO SK55-S SRX EXCAVATOR TIER 4 FINAL	11,800	\$ 93
TAKEUCHI TB153FR EXCAVATOR - ZERO SWING TIER 4I	12,622	\$ 110
TAKEUCHI TB257FR EXCAVATOR - ZERO SWING TIER 4 FI	12,930	\$ 110
TAKEUCHI TB180FR EXCAVATOR-ZERO SWING TIER 4I	18,370	\$ 123
TAKEUCHI TB280 EXCAVATOR TIER 4 FINAL	18,810	\$ 124
TAKEUCHI TB290 EXCAVATOR TIER 4 FINAL	19,145	\$ 124
TAKEUCHI TB1140-2 EXCAVATOR TIER 4I	34,116	\$ 178
TAKEUCHI TB1140-2 EXCAVATOR TIER 4 FINAL	34,116	\$ 178
TAKEUCHI TB2150 EXCAVATOR TIER 4 FINAL	34,480	\$ 178
KOBELCO SK210LC HYBRID EXCAVATOR TIER 4 FINAL	52,500	\$ 187
KOBELCO SK210LC EXCAVATOR TIER 4I	48,500	\$ 187
JOHN DEERE 200LC EXCAVATOR TIER 3	49,940	\$ 187
KOBELCO SK230SRL EXCAVATOR TIER 4I	55,100	\$ 226
KOBELCO SK230SRL EXCAVATOR TIER 4 FINAL	55,100	\$ 226
JOHN DEERE 350LC EXCAVATOR TIER 3	77,270	\$ 270
KOBELCO 330 EXCAVATOR TIER 3	77,800	\$ 252
KOBELCO 350LC EXCAVATOR TIER 4I	82,200	\$ 281
KOBELCO 350LC EXCAVATOR TIER 4 FINAL	82,200	\$ 281
JOHN DEERE 450LC EXCAVATOR TIER 3	106,180	\$ 319
KOBELCO 480 EXCAVATOR TIER 2	108,045	\$ 305
KOBELCO 500LC EXCAVATOR TIER 4I	111,400	\$ 345
KOBELCO 500LC EXCAVATOR TIER 4 FINAL	111,400	\$ 345
JOHN DEERE 870 EXCAVATOR TIER 4 FINAL	194,000	\$ 525

EXCAVATOR ATTACHMENTS	WEIGHT (In Lbs.)	HOURLY
24" COMPACTION WHEEL		\$ 28
48" COMPACTION WHEEL		\$ 28
HOE RAM - EXCAVATOR		\$ 152
RIPPER TOOTH (JD 870)	77,270	\$ 270

TRENCHERS		HOURLY
VERMEER RTX 250		\$ 25
VERMEER RTX 450		\$ 32
755 VERMEER ROCK TRENCHER 24" & 36" bucket line		\$ 346

RUBBER-TIRED BACKHOES	WEIGHT (In Lbs.)	HOURLY
CAT 420 BACKHOE TIER 4I	24,251	\$ 114
CAT 420 BACKHOE TIER 4 FINAL	24,251	\$ 114
JD 410L BACKHOE TIER 4 FINAL	24,000	\$ 104
JD 710G BACKHOE	25,600	\$ 146

BACKHOE ATTACHMENTS	WEIGHT (In Lbs.)	HOURLY
24" BACKHOE WHEEL		\$ 23
BACKHOE BREAKER (Cat 416) ATTACHMENT ONLY	1,000	\$ 65



WHEEL LOADERS	WEIGHT (In Lbs.)	HOURLY
JD 444 TIER 4 FINAL	26,711	\$ 104
JD 544 TIER 3	29,642	\$ 104
JD 544 TIER 4 FINAL	31,771	\$ 104
JD 644 TIER 3	40,417	\$ 145
JD 644 TIER 4I	42,050	\$ 175
JD 644 TIER 4 FINAL	42,877	\$ 175
KOMATSU WA320 TIER 4 FINAL	34,128	\$ 145
KOMATSU WA380 TIER 4I	41,115	\$ 175
KOMATSU WA380 TIER 4 FINAL	41,932	\$ 175
JD 824J TIER 4 FINAL	57,374	\$ 206

WHEEL LOADERS ATTACHMENTS		HOURLY
SIDE DUMP BUCKET (950H)		\$ 32
ASPHALT GRINDER - LOADER MOUNTED		\$ 150

SKID-STEER	WEIGHT (In Lbs.)	HOURLY
TAKEUCHI TL230 - RUBBER TRACKS TIER 4I	8,300	\$ 114
TAKEUCHI TL10 - RUBBER TRACKS TIER 4I	10,320	\$ 129
TAKEUCHI TL10 - RUBBER TRACKS TIER 4 FINAL	10,320	\$ 129
TAKEUCHI TL12 - RUBBER TRACKS TIER 4 FINAL	11,620	\$ 129

SKID-STEER ATTACHMENTS		HOURLY
SKID STEER MANHOLE CUTTER ATTACHMENT ONLY		\$ 30
SKID STEER ASPHALT GRINDER		\$ 55

COMPACTORS	WEIGHT (In Lbs.)	HOURLY
WACKER BS 700 UPRIGHT RAMMER/ WACKER	168	\$ 25
WACKER VIBRATORY PLATES	195	\$ 18
WACKER "TURTLE" COMPACTOR	962	\$ 53
CAT CP-433 PD COMPACTOR	15,750	\$ 180
BOMAG 172 PD COMPACTOR (66" DRUM)	16,623	\$ 163
CAT 815 F COMPACTOR	45,765	\$ 300
REX 3-35 COMPACTOR TIER 4I	39,325	\$ 292
REX 3-35 COMPACTOR	39,325	\$ 186

PAVING	WEIGHT (In Lbs.)	HOURLY
VOLVO DD15 ASPHALT ROLLER (36" DRUM)	3,351	\$ 105
BOMAG 120 ASPHALT ROLLER (48" DRUM)	5,732	\$ 126
OIL POT		\$ 20

DOZER		HOURLY
DOZER =< 80HP		\$ 87
DOZER > 80HP		\$ 267

DUST CONTROL		HOURLY
WATER WAGON		\$ 23
2,000 GALLON WATER TRUCK		\$ 78
4,000 GALLON WATER TRUCK		\$ 90
CAT 613 WATER PULL		\$ 135
WATER TANK -STATIONARY - 12,000 GAL		\$ 121
STREET SWEEPER		\$ 120
LAYMOR 6-H13 RIDE ON SWEEPER		\$ 57



PUMPS & GENERATORS	HOURLY
MQ 25 KW GENERATOR	\$ 45
70 KW GENERATOR (SINGLE SHIFT ONLY)	\$ 65
MQ 85 KW GENERATOR	\$ 75
MQ 125 KW GENERATOR	\$ 132
2" SUBMERSIBLE PUMP	\$ 21
3" SUBMERSIBLE PUMP (25 KW REQUIRED)	\$ 21
4" SUBMERSIBLE PUMP (25 KW REQUIRED)	\$ 21
6" SUBMERSIBLE PUMP (25 KW REQUIRED)	\$ 21
2" CENTRIFUGAL PUMP W/ HOSES	\$ 21
2.5" FIRE HOSE & ADAPTERS 50 FT	\$ 13
HYDROSTATIC TEST PUMP	\$ 23
2" DISCHARGE HOSE (50')	\$ 2
3" DISCHARGE HOSE (50')	\$ 2
4" DISCHARGE HOSE (50')	\$ 2

PIPE FUSION	HOURLY
T618 FUSION MACHINE	\$ 53
T500 FUSION MACHINE	\$ 121
T630 FUSION MACHINE	\$ 121
DATALOGGER	\$ 23
PIPE ROLLERS	\$ 2
PIPE STANDS	\$ 12
PIPE SCRAPER	\$ 12
PIPE DEBEADER	\$ 29
ELECTRO FUSION MACHINE	\$ 23

TRUCKS	HOURLY
BOBTAIL DUMPTRUCK	\$ 58
END DUMP TRAILER WITH TRACTOR	\$ 131
PICK-UP TRUCK	\$ 21
1 TON UTILITY TRK W/TOOLS	\$ 26
2 TON CREW TRUCK (LASER/ COMPRESSOR/ TOOLS)	\$ 55
MECHANICS TRUCK W/CRANE	\$ 65
GPS TRUCK (ADD TRAVEL TIME)	\$ 37
12 YARD VAC TRUCK (ADD TRAVEL TIME & DUMP FEE'S)	\$ 250
16 YARD VAC TRUCK (ADD TRAVEL TIME & DUMP FEE'S)	\$ 300
VACUUM TRUCK TRAILER	\$ 60
BOOM TRUCK	\$ 70
OFF ROAD UTILITY VEHICLE	\$ 18
CONCRETE MIXER TRUCK	\$ 163
CONCRETE SILO (ADD FOR SET UP OR BREAKDOWN)	\$ 53
FLATBED TRUCK (2 AXLE)	\$ 48
PIPE TRAILER (UNDER 10,000 LBS) TOW BEHIND	\$ 21
TRANSPORT - PERMIT FEES	VARIES
TRANSPORT LT DUTY (2 HR MIN) (2 AXLE)	\$ 63
TRANSPORT LOW BOY (no permit)	\$ 132
TRANSPORT LOW BOY (w/permit)	\$ 140
TRANSPORT HVY DUTY (4 HR MIN) (3 AXLE)	\$ 78
TRANSPORT HVY DUTY (green license) w/permit	\$ 117
MISCELLANEOUS	HOURLY
FORK LIFT	\$ 23
OFFICE TRAILER	\$ 12
ROCK SCREEN	\$ 24
WELDER	\$ 12
AIR COMPRESSOR W/TOOL	\$ 27
NIGHT LIGHTS W/GENERATOR	\$ 32
PIPELINE LASER	\$ 15
CUT-OFF SAW	\$ 11
CONCRETE FLAT SAW	\$ 36
CONCRETE CHAIN SAW	\$ 57



MISCELLANEOUS (CONTINUED)	HOURLY
GARBRO CONCRETE BUCKET	\$ 22
MANDRIL (6" TO 12")	\$ 11
MANDRIL (15" TO 24")	\$ 11
MANDRIL 30"	\$ 11
TEST/BLOCK PLUGS (6" TO 10")	\$ 6
TEST/BLOCK PLUGS (8" TO 12")	\$ 6
TEST/BLOCK PLUGS (12" TO 18")	\$ 21
TEST/BLOCK PLUGS (15" TO 30") - WEEKLY MIN. ONLY	\$ 21
TEST/BLOCK PLUGS (20" TO 36") - WEEKLY MIN. ONLY	\$ 26
TEST/BLOCK PLUGS (24" TO 48") - WEEKLY MIN. ONLY	\$ 32

SAFETY	HOURLY
STEEL SHEET PILING: (PER LF)	\$ 0.10
4 x 20 STEEL TRENCH SHIELD	\$ 19
6 X 20 STEEL TRENCH SHIELD	\$ 24
8 X 20 STEEL TRENCH SHIELD	\$ 30
MANHOLE SHORING BOX (4 FT HIGH)	\$ 21
MANHOLE SHORING BOX (6 FT HIGH)	\$ 23
MANHOLE SHORING BOX (8 FT HIGH)	\$ 26
ALUMINUM HYDRAULIC SHORING JACKS (V5-36)	\$ 6
SHORING PUMP	\$ 3
TRI POST	\$ 6
CONFINED SPACES ENTRY EQUIPMENT	\$ 37
MESSAGE BOARD / TRAFFIC CONTROL	\$ 47
TRAFFIC WARNING ARROW BOARD	\$ 26
TRAFFIC CONES	\$ 0.13
TRAFFIC CONTROL SIGNS	\$ 0.75
BARRICADES (TYPE I)	\$ 0.25
BARRICADES (TYPE III)	\$ 0.38
PLASTIC SAFETY FENCING: PER 50 FEET	\$ 2

LABOR	HOURLY	HR/OT	HR/DT
SUPERINTENDENT	\$ 157.00	\$ 212.00	\$ 267.00
FOREMAN	\$ 125.00	\$ 166.00	\$ 206.00
OPERATOR	\$ 116.00	\$ 152.00	\$ 188.00
MECHANIC OR LUBEMAN	\$ 116.00	\$ 152.00	\$ 188.00
PIPELINE LABORER	\$ 87.00	\$ 113.00	\$ 138.00
TRANSPORT / DELIVERY DRIVER	\$ 87.00	\$ 113.00	\$ 138.00
PROJECT EXECUTIVE	\$ 168.00		
PROJECT MANAGER	\$ 133.00		
PROJECT ENGINEER	\$ 82.00		
PROJECT ADMINISTRATOR	\$ 53.00		
GPS TECH LOCAL 3	\$ 123.00	\$ 164.00	\$ 204.00
GPS CALCULATIONS	\$ 114.00	\$ 150.00	\$ 185.00
SAFETY COORDINATOR	\$ 115.00		

LABOR - PREMIUM ONLY	OT/PREM	DT/PREM
SUPERINTENDENT	\$ 55.00	\$ 110.00
FOREMAN	\$ 41.00	\$ 81.00
OPERATOR	\$ 36.00	\$ 72.00
MECHANIC OR LUBEMAN	\$ 36.00	\$ 72.00
PIPELINE LABORER	\$ 26.00	\$ 51.00
TRANSPORT / DELIVERY DRIVER	\$ 26.00	\$ 51.00

LABOR - SHIFT PREMIUM RATES	Straight	Overtime	Doubletime
SUPERINTENDENT	\$ 10.50	\$ 10.50	\$ 10.50
FOREMAN	\$ 10.00	\$ 10.00	\$ 10.00
OPERATOR	\$ 9.00	\$ 9.00	\$ 9.00
LABORER	\$ 7.50	\$ 7.50	\$ 7.50



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
MINUTES
APRIL 6, 2023**

Thursday, April 6, 2023, at 5:30 p.m., SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via videoconference and teleconference.

**1. Convene Meeting 5:30 p.m.
Roll Call**

Board Members Present:

Mark Smolley, President
Jeff Hill, Vice President
Jayme Ackemann, Director
Bob Fultz, Director
Gail Mahood, Director

Staff Present:

Rick Rogers, District Manager
Gina Nicholls, District Counsel *
Holly Hossack, District Secretary

2. Additions and Deletions to Closed Session Agenda:

G. Nicholls requested that item 4b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION be removed from the Closed Session agenda.

3. Oral Communications Regarding Items in Closed Session: None

4. Adjournment to Closed Session: 5:35 p.m.

**5. Re-Convene Meeting 6:30 p.m.
Roll Call**

Board Members Present:

Mark Smolley, President
Jeff Hill, Vice President
Jayme Ackemann, Director
Bob Fultz, Director
Gail Mahood, Director

Staff Present:

Rick Rogers, District Manager
Gina Nicholls, District Counsel *

*attended remotely

Holly Hossack, District Secretary
Carly Blanchard, Enviro Programs Manger & Admin Analyst *
Kendra Reed, Director of Finance & Business Services*
Josh Wolff, Engineering Manager*

6. Report of Actions Taken in Closed Session:

Nothing to report from Closed Session.

7. Additions and Deletions: None

8. Oral Communications: None

9. President's Report: None

10. Unfinished Business:

a. REQUEST FOR PROPOSALS FOR GENERAL MANAGER RECRUITMENT SERVICES

R. Rogers introduced this item.

Dir. Hill explained the process for preparing the RFP.

Discussion by the Board and staff regarding:

- One on one interviews with the Board are not planned
- Public participation
- RFP specificity
- Rubrik unnecessary
- Ad Hoc Committee will prepare a preferred subset

A motion was made and seconded to direct the District Manager to move forward with the Request for Proposals General Manager Recruitment Services with the agreed upon changes to the RFP and to be released to the public.

M. Dolson* said that the audio is terrible.

J. Mosher* agreed that the sound is cutting in and out.

The Board voted unanimously in favor of the motion. Motion passed.

11. New Business:

a. EMERGENCY CONTRACT FOR TEMPORARY WORK ON STEWART STREET

R. Rogers introduced and explained this item.

A motion was made and seconded to ratify the provided Emergency Services Contract with Anderson Pacific for construction of a temporary main at Stewart Street in the amount of \$75,000.

*attended remotely

The Board voted unanimously in favor of the motion. Motion passed.

b. RATE STUDY REQUEST FOR PROPOSALS
R. Rogers introduced and explained this item.

Dir. Mahood, Committee Chair of the Budget & Finance Committee, continued with reasons for the recommendation by the committee for Raftelis. Additionally references will be checked and legal counsel will vet Raftelis.

A motion was made and seconded to direct the District Manager to enter into a contract with Raftelis in the amount not to exceed \$99,035 for the 2023 Rate Study.

Discussion by the Board and staff regarding:

- Demonstration of the model - cost going forward and access to the model for future use
- Additional community workshops
- Exploration of the structure for rates
- Negotiate contract with
- Compatibility with Springbrook

M. Dolson* said that the audio is cutting in and out.

J. Mosher* agreed that the audio is having issues. He is positive about Raftelis' public outreach on this proposal.

A. Layng* also said that the audio is not working.

R. Moran, Ben Lomond, said that this rate study needs to meet the criteria for the tiered rates.

The motion was restated to include clarification for access to modeling tool.

4 members of the Board voted in favor of the motion. Dir. Fultz abstained. Motion passed.

c. SLVWD REPRESENTATION ON THE SANTA MARGARITA GROUNDWATER AGENCY (SMGWA) BOARD OF DIRECTORS
M. Smolley introduced and explained this item.

Dir. Mahood read a statement explaining her reason for bringing this item to the Board.

Dir Fultz explained his position.

Discussion by the Board, staff, and public regarding:

*attended remotely

- Dir. Fultz has a right to express himself
- Notification of articles in the future would be a courtesy to the Board

R. Moran strongly disagreed with the removal of Dir. Fultz from the SMGWA.

C. Moran read a statement and suggested that no action be taken.

J. Mosher* said that Dir. Fultz is not the right person to build alliances.

No action was taken.

12. **Consent Agenda:** Approved

13. **District Reports:**

DISTRICT MANAGERS REPORT

R. Rogers apologized for the issues with the meeting equipment.

14. **Written Communication:**

- Letter from M. Lee - 3.13.23
- Letter from M. Hagler - 3.23.23

15. **In formational Material:** None

16. **Adjournment:** 8:08 p.m.

Minutes approved: _____

Holly B. Hossack, District Secretary

*attended remotely



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
MINUTES
APRIL 20, 2023**

Thursday, April 20, 2023, at 5:30 p.m., SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via videoconference and teleconference. **Open Session begins at 6:30 p.m.**

**1. Convene Meeting: 5:31 pm
Roll Call**

Board Members Present:
Mark Smolley, President
Jeff Hill, Vice President
Bob Fultz, Director
Gail Mahood, Director

Jayme Ackemann, Director, was absent and excused.

Staff Present:
Rick Rogers, District Manager
Gina Nicholls, District Counsel *
Holly Hossack, District Secretary

It was noted that District Counsel was attending virtually.

- 2. Additions and Deletions to Closed Session Agenda: None**
- 3. Oral Communications Regarding Items in Closed Session: None**
- 4. Adjournment to Closed Session: 5:32 pm**
- 5. Re-Convene Meeting 6:30 pm
Roll Call**

Board Members Present:
Mark Smolley, President
Jeff Hill, Vice President
Bob Fultz, Director
Gail Mahood, Director

Jayme Ackemann, Director, was absent and excused.

Staff Present:

Rick Rogers, District Manager
Gina Nicholls, District Counsel *
Holly Hossack, District Secretary

6. **Report of Actions Taken in Closed Session:** None
7. **Additions and Deletions:** None
8. **Oral Communications:** None
9. **President's Report:** Nothing to report
10. **Unfinished Business:** None
11. **New Business:**

- a. VEGETATION & FUELS MANAGEMENT CONTRACT AWARD
C. Blanchard introduced and explained this item.

Discussion by the Board and staff regarding:

- The contract was reviewed by the E & E Committee and they concurred with staff
- Fire Safe Grant-not confirmed yet
- Contracted work is budgeted as well as seeking grant money
- This work is ongoing-the 1st round is the heaviest lift
- Who will be doing this work? Bid outside workers.
- More grants available, we continue to pursue outside money
- Cal Fire will contract the work for the grant

A motion was made and seconded to direct the District Manager to enter into a contract with Powers Forestry in the amount not to exceed \$150,000 for the purpose of Fire/Vegetation Management Maintenance in fiscal years 2022/23 & 2023/24.

All present voted in favor of the motion. Motion passed.

- b. BIENNIAL DRAFT BUDGET FISCAL YEAR 2023-2025
K. Reed introduced and presented the Draft Budget for FY 2023-25.
https://www.slwvd.com/sites/g/files/vyh1if1176/f/agendas/2023.04.20_budget_presentation.pdf

Discussion by the Board and staff regarding:

- Changes are expected due to labor negotiations, rate study, FEMA payments, consumption, SMGWA costs, etc.
- Fire surcharge

- Operating margin
- Debt coverage ratio
- Number of customers/we are already serving Forest Springs
- Average of consumption historically
- Retirements - salary changes
- Cost of Living versus actual/historical
- Professional services (current budget)
- CZU Fire recovery - policy change of 3 year waiver
- FEMA reimbursements timeline
- Cash Flow statement in budget

M. Dolson said that the audio is much improved but could be better.

12. **Consent Agenda:** Pulled for discussion. Dir. Fultz said that he wanted the minutes revised to reflect more of what he said. The District Secretary said that she was unable to hear the recorded meeting of 4.6.23. Directors Mahood and Fultz will bring information to be added to the minutes and brought back to the next Board of Directors meeting.

J. Mosher said that he doesn't want anything added to what he said in the 4.6.23 minutes.

13. **District Reports:**

- DISTRICT MANAGERS REPORT
 - Congressman Panetta has submitted his funding request for community projects for the 19th Congressional Dist. to the House Appropriations Committee. One of the projects was for \$1.8 million for the Forest Springs/Bracken Brae water storage tank.
 - Today the RFQ for District Manager Recruitment was released.
- DEPARTMENT STATUS REPORT
 - Environmental-grant awards, HCP schedule, water conservation stage, Green Business requirements
 - Finance & Business-late fees
 - Operations-well water is being used due to turbidity
 - Engineering-elimination of Eckley, Alta Via progress, Peavine progress, Felton Heights tank in discussion, Redwood Park pipeline to be completed in July

14. **Written Communication:** No action taken

15. **Informational Material:** None

District Manager thanked the Kendra and the management team for their work on the budget.

16. **Adjournment:** 7:41 pm

Minutes approved: _____

Holly B. Hossack, District Secretary

From: James Spiegel <jdspiegel13@gmail.com>
Sent: Wednesday, April 26, 2023 10:59 AM
To: Customer Service <CustomerService@slvwd.com>
Subject: Proposed Boulder Creek Water assumption

SLVWD Board,

I am AGAINST the proposed assumption of B.C. Water.

During my > 34 years as a SLVWD customer, my memory is the the District has assumed 3 bankrupt Water Companies (Zayante and 2 others whose names I do not remember). The Water Districts went bankrupt because the Company & Users delayed / delayed / delayed necessary maintenance and upgrades.

Each time, it was reported that the assumption would include monies from the State of California to fund the deferred maintenance and upgrades needed.

Each time, a few years later, SLVWD stated it needed to raise rates to do needed infrastructure for these three bankrupt Districts / Companies.

REPEATING myself:

I am AGAINST the assumption of the Boulder Creek Water Company.

I would acquiesce in my objection IFF (if and only if) the monies from the State of California to assume the Boulder Creek Water Company were THREE TIMES SLWD Waters Engineers' over-generous estimate of cost to bring the Boulder Creek Water Co. system up to code / requirements.

James Spiegel
84 Tan Oak Dr., Scotts Valley, CA 95066

(831) 234-4872

From: Santa Margarita Groundwater Agency Admin <admin@smgwa.org>
Sent: Thursday, April 27, 2023 3:24 PM
To: David McNair <DMcNair@svwd.org>; Rick Rogers <rrogers@slvwd.com>; Sierra Ryan <sierra.ryan@santacruzcounty.us>; Piret Harmon <PHarmon@svwd.org>
Subject: Fw: DWR Releases GSP Determinations for 12 Non-Critically Overdrafted Basins

Good afternoon Board Members and Staff,

Congratulations! Today, the Department of Water Resources announced its approval of the Santa Margarita Groundwater Agency's (SMGWA) Groundwater Sustainability Plan!

Development of the GSP required the collective input and work of many hands. THANK YOU to the prior and current Board members, Member Agency staff, partnering agencies and organizations, the SMGWA Working Group, the Technical Advisory Group, and technical, facilitation and other consultants for all their efforts and contributions in shaping the GSP. Special thank you to Georgina King and the Montgomery and Associates team for their role in supporting the GSP development process.

Approval of the GSP is an important milestone on the road to achieving sustainability in the Basin. Implementation of the GSP will require the ongoing commitment and engagement of the Board, staff and community members in the years ahead.

Best,
Tim Carson

Administrative Staff
Santa Margarita Groundwater Agency
admin@smgwa.org

From: Department of Water Resources <DWR@public.govdelivery.com>
Sent: Thursday, April 27, 2023 12:05 PM
Subject: DWR Releases GSP Determinations for 12 Non-Critically Overdrafted Basins

DWR Releases GSP Determinations for 12 Non-Critically Overdrafted Basins

The California Department of Water Resources (DWR) today released assessments of groundwater sustainability plans (GSPs) developed by local agencies to meet the requirements of the Sustainable Groundwater Management Act (SGMA).

Today's release includes the approval of twelve GSPs for the following basins: Shasta Valley and Scott River Valley Basins in Siskiyou County; Big Valley Basin in

Lake County; East Side Aquifer, Forebay Aquifer, Langley Area, Monterey, and Upper Valley Aquifer Subbasins in Monterey County; San Luis Obispo Valley Basin in San Luis Obispo County; Santa Margarita Basin in Santa Cruz County; Upper Ventura River Subbasin in Ventura County; and San Jacinto Basin in Riverside County.

The assessments can be viewed on the [SGMA Portal](#). These plans are approved with recommended corrective actions that the groundwater sustainability agencies (GSAs) will need to address in their next plan update, due in January 2027. DWR's approval of a GSP identifies that the plan substantially complies with the GSP Regulations and SGMA law, relying upon the best available science and information and whether implementation of the plan is likely to achieve the basin's sustainability goal over the 20-year planning horizon of SGMA.

To provide additional information on these GSP assessments, DWR has prepared a [press release](#) providing an overview of these assessments and has a [GSP Evaluation fact sheet](#) summarizing SGMA's determination pathways for GSPs. SGMA lays out a process for continuous improvement, gathering information to fill data gaps, updating plans, carrying out projects and actions, and promoting science-based adaptation.

DWR encourages all SGMA interested parties to review the assessments, and related materials, accessible on our [GSP webpage](#). For any SGMA-related questions, please email DWR at: sgmps@water.ca.gov.