

# CROCKETT SANITARY COMMISSION

Regular Business Meeting  
AGENDA FOR WEDNESDAY, NOVEMBER 10, 2021

TIME: 7:00 PM

PLACE: **\*\* TELECONFERENCE - SEE BELOW \*\***

## IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in *Executive Order 33-20* and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time. (See *Resolution No. 19/20-18*)
- The meeting will be conducted via teleconference using Zoom.
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below. See end of agenda for information on How to Submit Public Comments.

## HOW TO OBSERVE THE MEETING:

**Telephone:** Listen to the meeting live by calling Zoom at 1 (669) 900 9128.

Enter the Meeting ID# 410 765 9435 followed by the pound (#) key.

More phone numbers can be found on Zoom's website at <https://us02web.zoom.us/j/4107659435>

**Computer:** Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/4107659435> using a computer with internet access that meets Zoom's system requirements (see <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)

**Mobile:** Login through the Zoom mobile app on a smartphone, enter Meeting ID#.410 765 9435

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*The Crockett Sanitary Commission is an agent of the Crockett Community Services District.*

1. CALL TO ORDER – ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:  
*(The Commission is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared for a future date.)*
4. PUBLIC HEARING:
5. CONSENT CALENDAR: Consideration of a motion to approve the following item:  
*(Items are subject to removal from Consent Calendar by request of any Commissioner on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Administrative Items.)*
  - a. Approve Minutes of October 20, 2021
6. ADMINISTRATIVE:

- a. Consider report on actions taken by the District Board.
  - b. Discuss allocation of floor space at the new office building and communication with the Board.
  - c. Discuss recruitment of new active member(s) to the Crockett Sanitary Commission.
  - d. Election of Chair and Vice-Chair for 2022.
  - e. Approve meeting calendar for 2022.
7. WASTEWATER:
- a. Status report on recent Enforcement Actions.
  - b. Discuss removing bricks at the Pump Station.
  - c. Approve agreement for Project #21-TV with L.R. Paulsell Consulting to clean and televise 15,867 linear feet (19.53%) of sewers for \$30,147.30.
  - d. Approve change order for Project #2122.
8. BUDGET AND FINANCE:
- a. Consider monthly Summary Worksheet and staff report on financial matters.
  - b. Consider Refund Request for appeal of Sewer Use Charge assessed at 1334 Wanda Street.
9. REPORT OF DEPARTMENT MANAGER: *(These items are typically for exchange of information only. No action will be taken at this time.)*
- a. Operations, maintenance and capital improvements.
  - b. Governmental matters.
  - c. Announcements and discussion.
10. REPORTS FROM COMMISSIONERS: *(These items are typically for exchange of information only. No action will be taken at this time.)*
- a. Wastewater Committee – Members Manzione and Wais
  - b. Budget & Finance Committee – Member Adams
  - c. Inter-agency meetings:
11. FUTURE AGENDA ITEMS:
- Consider lateral inspection fee increase.
  - Consider procedures for ADU applicants.
  - Consider restoring the Budget & Finance Committee.
  - Capacity Charge Accessory Dwelling Unit (ADU) Ordinance.
  - Video outreach for FOG and no wipes down drain.
  - Recommend award of contract(s).
  - Recommend payment for sewer project(s).

12. COMMENTS FROM COMMISSIONERS:
13. ADJOURNMENT to December 8, 2021.

**HOW TO SUBMIT PUBLIC COMMENTS:**

**Written/ Read Aloud:** Please email your comments to [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (*not to exceed three minutes at staff's cadence*), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 3:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

**Telephonic / Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. The public can speak up at that time or use the Zoom chat feature to indicate they want to make a public comment. If needed, a short recess (generally less than 10 minutes) will take place during the time public comment is open to allow the comments to be collected. Use Zoom chat or email your comments to [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all submitted comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

You will find the Minutes of this meeting posted on our website at [www.town.crockett.ca.us](http://www.town.crockett.ca.us) after they are adopted. Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at <https://www.town.crockett.ca.us/meetings> as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager. at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.*

# CROCKETT SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525  
Telephone (510) 787-2992  
Fax (510) 787-2459  
e-mail: [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us)  
website: [www.town.crockett.ca.us](http://www.town.crockett.ca.us)

## MINUTES OF REGULAR MEETING, OCTOBER 20, 2021

1. CALL TO ORDER: The meeting was called to order at 7:03 PM by Chairperson Manzione. Present were Commissioners Wais and Adams, along with District Engineer Murdock, Assistant Dept. Manager Barnhill and Administrative Services Manager Gunkelman. Assistant Secretary Witschi left the meeting early.
2. AGENDA ORDER: There were no requests to change the agenda order.
3. PUBLIC COMMENTS: None
4. PUBLIC HEARING: None
5. CONSENT CALENDAR: The consent item was approved unanimously (mw/ha):
  - a. Approve Minutes of September 15, 2021.
- 6.a. DISTRICT BOARD ACTIONS: Mr. Gunkelman reported on the actions taken by the District Board in October. He said Resolution 2122-06 was passed, extending meetings by teleconference through the month of November. Chair Manzione said the Crockett Sanitary Commission wishes to continue to meet this way until January. Mr. Murdock reported that he was offered the General Manager Position for the District.
- 6.b. ALLOCATION OF FLOOR SPACE: Chair Manzione requests that this item be added to every agenda until further notice.
- 7.a. ENFORCEMENT ACTIONS: None
- 7.b. BRICKS AT THE PUMP STATION: None
8. FINANCIAL REPORT: The monthly statement of Department finances and report on investments were examined by the Commission. Mr. Manzione asked if the contractor bonds were repaid to the same contractor that paid it. Mr. Gunkelman said that he believed so. Mr. Gunkelman reported that the Port Costa Commission approved loan installment payments in the amount of \$43,329.77 to the Crockett Sanitary Department.
- 9.a. STAFF REPORT ON OPERATIONS: District Engineer Murdock reported on capital repairs and improvements. Mr. Manzione asks if staff is creating new "As-Built" documentation and suggests that become standard. Commissioner Wais asked if a claim form was submitted for the recent SSO. Staff reported that it had not. Overflow parking for the Carquinez Middle School at the 1 Rolph Park Drive was discussed.

9.b. STAFF REPORT ON GOVERNMENTAL MATTERS: Mr. Gunkelman reported that he had been in contact with the State Lands Commission, and that a meeting had been tentatively set. Commissioners Manzione and Adams requested to attend the meeting in order to preserve the existing connections to the District's infrastructure.

9.c. STAFF ANNOUNCEMENTS: None

10.a. WASTEWATER COMMITTEE REPORT: None

10.b. BUDGET & FINANCE COMMITTEE REPORT: None

10.c. INTER-AGENCY MEETINGS: None


11. FUTURE AGENDA ITEMS:

- Consider lateral inspection fee increase.
- Consider procedures for ADU applicants.
- Consider restoring the Budget & Finance Committee.
- Capacity Charge Accessory Dwelling Unit (ADU) Ordinance.
- Video outreach for FOG and no wipes down drain.
- Recommend award of contract(s).
- Recommend payment for sewer project(s).

12. COMMISSIONER COMMENTS: Chair Manzione stated that Greg Mauler may be unable to remain on the Commission due to travel and work schedule. Possible applicants for new members were discussed.

13. ADJOURNMENT: The meeting was adjourned at 8:13 PM until November 10, 2021.

Respectfully submitted,

  
Vaughn Gunkelman  
November 10, 2021

MEETING SCHEDULES/HOLIDAYS FOR: 2022

| Commission        | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov    | Dec |
|-------------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|--------|-----|
| PLC/Recreation    | 3   | 7   | 7     | 4     | 2   | 6    | 11   | 1   | 12   | 3   | 7      | 5   |
| Port Costa        | 5   | 9   | 9     | 6     | 11  | 8    | 13   | 10  | 7    | 12  | 2      | 7   |
| Crockett Sanitary | 12  | 16  | 16    | 13    | 18  | 15   | 20   | 17  | 21   | 19  | 9      | 14  |
| District Board    | 26  | 23  | 23    | 27    | 25  | 22   | 27   | 24  | 28   | 26  | 16     | 21  |
| Memorial Hall     |     |     |       |       |     |      |      |     |      |     |        |     |
| <i>Holidays</i>   |     |     |       |       |     |      |      |     |      |     |        |     |
| MLK Jr. Birthday  | 17  |     |       |       |     |      |      |     |      |     |        |     |
| Presidents' Day   |     | 21  |       |       |     |      |      |     |      |     |        |     |
| Memorial Day      |     |     |       |       | 30  |      |      |     |      |     |        |     |
| Independence Day  |     |     |       |       |     |      | 4    |     |      |     |        |     |
| Labor Day         |     |     |       |       |     |      |      |     | 5    |     |        |     |
| Veterans Day      |     |     |       |       |     |      |      |     |      |     | 11     |     |
| Thanksgiving Day  |     |     |       |       |     |      |      |     |      |     | 24, 25 |     |
| Christmas Day     |     |     |       |       |     |      |      |     |      |     |        | 26* |

\* Observed

*S.C.*

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between CROCKETT COMMUNITY SERVICES DISTRICT, P. O. BOX 578, Crockett, California, 94525, hereinafter called the "District" and L.R. Paulsell Consulting, Inc, a sole proprietorship/corporation, PO Box 517, CROCKETT, California, 94525, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the District has identified the need to clean and evaluate approximately 15,750 linear feet of sewer piping in various locations in Crockett and has provided personal site inspections as requested to the Contractor and defined the proposed work to be done.

WHEREAS, the Contractor confirms that he has carefully examined the location of the proposed work, and he has offered to provide all the labor, materials, necessary tools and equipment, apparatus, and other means of execution and to do all of the following work in the manner and time herein set forth for the completion of:

| QTY. | UNIT      | DESCRIPTION  | UNIT PRICE       | TOTAL AMOUNT        |
|------|-----------|--|------------------|---------------------|
| 1.   | 15,867 LF | Clean and televise 4" through 24" diameter gravity sewer, complete in place, per linear foot @ | \$ <u>1.90</u>   | \$ <u>30,147.30</u> |
| 2.   | EA        | Reverse set-ups, complete in place, each @   | \$ <u>275.00</u> |                     |

The total amount of this bid is Thirty Thousand One Hundred Forty<sup>Seven</sup> Dollars Even (\$30,147).

The Contractor understands that the estimate of cleaning and televising items hereinbefore set forth is approximate only, being given for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase the extent of any item of the work or to omit items of the work as may be deemed necessary or expedient by the Sanitary Manager and/or as required by funding limitations.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work described in this Agreement at the price and on the terms and conditions herein contained, and the District agrees to pay the Contractor the contract price provided herein at the unit prices shown above for the fulfillment of the work described in this Agreement and the performance of the covenants set forth herein.

*7.c.*

The further terms, conditions and covenants of the contract are set forth in the following which are made a part hereof:

A. The gravity sewers to be cleaned and inspected under this Agreement are identified in EXHIBIT B attached hereto and made apart hereof.

B. The Contractor shall provide sufficient skilled workmen and a supervisor who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of work involved and the materials and techniques specified.

C. Within ten (10) calendar days of the date of Notice of Award of Contract, the Contractor shall deliver to the District a signed Agreement together with (a) the insurance certificates executed as required; and (b) a work schedule for cleaning and televising.

D. The Contractor shall notify the District no less than one week in advance of the start date so that the Sanitary Manager can notify property owners and can witness the work being done.

E. The success of an inspection program is dependent on the ability to view the internal condition of the sewer line. Immediately prior to TV inspection the Contractor shall clean each sewer line, to include the removal of foreign materials from the pipe walls to obtain a clear picture of the internal condition of the line. It is understood that normal cleaning is defined as 2 pass high pressure cleaning. The Sanitary Manager must authorize any excess or heavy duty cleaning beyond the normal standard pipeline cleaning if separate billing is to be approved.

F. All sludge, dirt, sand, rocks, grease, roots and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being clean. These materials may be disposed of at the District's pump station in Crockett if desired by the Contractor.

G. After cleaning, the sewer segments shall be video inspected and recorded by means of closed-circuit color television. Each sewer segment is identified by its upstream manhole code. The inspection shall be done one sewer segment at a time, from structure to structure. The contractor shall utilize TV inspection equipment properly sized for each pipe diameter to allow a clear, in-focus picture for a minimum of six linear feet of the entire inside periphery of the sewer pipe. The camera shall be moved through the line at a moderate rate, either by its own tractor power or by pulling with power winch or hydro equipment, at a steady speed no greater than 30 feet per minute. Manual methods such as a rope pull or a push camera will be used only when mechanical methods have been unsuccessful. If, during the inspection operation, the camera will not pass through the entire sewer segment, the Contractor shall set up his equipment so that the inspection can be performed from the opposite structure, a "reverse set-up".

H. Continuously displayed on the video monitor as part of the video presentation shall be a continuous forward read-out of the camera distance from the center of the manhole behind. The condition of the inverts at both ends of each run shall be shown. The camera shall pause at all pipe defects, sags, service connections, significant offsets and root intrusions, and infiltration points to allow a good look at these conditions. For pipelines 8" in diameter or larger the camera head shall be rotated as needed to provide information on whether each service connection is live or plugged.



I. Video recordings shall be provided to the District on DVD's or External USB in National Association of Sewer Service Companies ("NASSCO") certified Pipeline Assessment and Certification Program ("PACP") format, version 4.2 or higher, acceptable to the District. One such software is Pipeline Observation System Management ("POSUM"). Each video recording must be accompanied by a television inspection report. The report shall contain a separate data sheet for each sewer segment that identifies the section being televised, the flow and camera directions, and indicates the measured distance to each observed pipe defect, sag, service connection, significant offset and root intrusion, infiltration point, buried structure or other unusual condition, along with the clock position of each service connection. All recordings shall be the property of the District upon delivery.

J. Once work has begun, the Contractor shall diligently and continuously pursue the work to its successful completion.

K. Traffic control measures shall follow the requirements of the Contra Costa County Public Works Department.

L. To gain access to easements across private property, the Contractor shall notify the Sanitary Manager no less than two working days in advance, and the Sanitary Manager shall assist the Contractor with access.

M. The Contractor shall submit to the District each video recording as soon as it is full, accompanied by the required television inspection report for each run recorded on the DVD or External Device.

N. The Sanitary Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions that may arise as to the interpretation of this Agreement; all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to compensation. The Sanitary Manager shall have authority to reject work that does not conform to this Agreement. His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

O. Payment shall be made for the completed work at the unit price bid, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project. Payment shall be based on the length of pipe actually recorded on DVD for each sewer segment and shall not exceed the distance from center of manhole to center of manhole measured in a straight line above ground, as verified and approved by the Sanitary Manager. When the Contractor is prevented from completing a run due to an obstruction blocking the camera, the Contractor may attempt to televise that segment from the opposite direction. Payment for this item of work will be at the unit price for each "reverse set-up" required and approved by the Sanitary Manager.

P. Once each month the Contractor shall prepare an invoice for review and approval by the Sanitary Manager. The invoice shall detail only the work and pipeline footage contained on recordings already delivered to the District. Each invoice shall be paid within 30 days of the Sanitary Manager's approval, after deducting sums for unacceptable or incomplete work. No

payment shall be made when, in the judgment of the Sanitary Manager, the work is not progressing in accordance with the contract conditions.

Q. The Contractor shall possess a contractor's license at the time the contract is entered into. Attached hereto and incorporated herein as part of this agreement is the Contractor License Certification.

R. The Contractor agrees to comply with the General Conditions of this agreement, as set forth in EXHIBIT A, attached hereto and incorporated herein as part of this agreement. The District shall not be held liable for property damage resulting from Contractor's work.

S. Contractor agrees to complete all work and deliver all recordings to the District on or before December 30, 2021.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Crockett, California.

  
\_\_\_\_\_  
, Contractor

CROCKETT SANITARY DEPARTMENT:

\_\_\_\_\_  
Mark Manzione, Sanitary Commission Chair

Attest:

\_\_\_\_\_  
James Barnhill, Sanitary Manager

### CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 849053, and the classification of said license is A, and the said license expires 10/31/2022.

L R Paulsell Consulting Inc  
Company Name

PO Box 517

Crockett, CA 94525  
Business Address

By: [Signature]  
Authorized Signature

Lloyd R. Paulsell  
Type or Print Name

Owner  
Title

Dated: 11/5/2021



Corporate Seal  
(If Contractor is a Corporation)

State of Incorporation:  
California

## EXHIBIT A

### CONTRACT GENERAL CONDITIONS

#### GC-1 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of the District in performing the Contract, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such subcontractor and the District. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

#### GC-2 LAWS

This Contract shall be in accordance with the laws of CALIFORNIA. Parties further stipulate that this Contract was entered into in the state of CALIFORNIA and the state of CALIFORNIA is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment used in any work, or in any way affect the performance of any work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the Contract.

If any discrepancy or inconsistency should be discovered between the Contract and any such law, ordinance, regulation, order or decree, Contractor shall immediately report the same in writing to the District. Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions of this article.

- A. Special attention is directed to Part 7, Chapter 1, Article 1, Section 1735 (Discrimination) and Article 2, Sections 1770 et. seq. (Wages) of the Labor Code of the State of California.
- B. Contractor shall comply with Sections 12101 through 12901 of Title 22, California Administrative Code. Contractor shall warn all persons at the work site of their exposure to chemicals known to the state to cause cancer or birth defects or other reproductive harm. Contractor shall be responsible for compliance by its subcontractors with this article.
- C. Contractor stipulates and agrees that pursuant to the provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect contractual provisions related to compensation.

Notwithstanding the Labor Code provisions set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

#### GC-3 (BLANK)

Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

**GC-8           WARRANTY**

Contractor warrants that the work performed pursuant to the contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract. Contractor warrants all equipment and materials furnished by it and all work performed by it under the Contract against defective design (unless furnished by the District), materials, and workmanship for a period of one (1) year from and after final acceptance regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors or suppliers of any tier.

**GC-9           LIENS**

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, Contractor shall at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the District shall have the right to retain from any monies payable to Contractor an amount which, in the District's sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

**GC-10          INSURANCE**

- A. Contractor shall secure the following insurance coverage to protect it and the District from claims brought by the District, their employees, authorized representatives, agents, or third parties:
1. Worker's Compensation - Insurance as required by State of California statutes, and employers' liability insurance (including disease coverage) in an amount not less than \$100,000 per occurrence. Insurer shall waive all rights of subrogation against the District, its employees, representatives, and agents.
  2. Automobile Liability - Insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the District as an additional insured with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$500,000 per occurrence combined single limit for bodily injury and property damage.
  3. General Liability - Insurance including products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a comprehensive, occurrence form with an endorsement naming the District as an additional insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The insurance shall also provide coverage at the full policy limits for loss or damage to property caused by an explosion or resulting from collapse of buildings or structures or damage to property located underground (referred to as XC & U hazards).

The District shall promptly investigate the conditions, and if the District finds that the conditions do materially so differ, or do involve hazardous waste, can cause a decrease or increase in the Contractor's costs of, or time required for, performance of any part of the work, the District shall issue a change order.

In the event that a dispute arises between the District and the Contractor where the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **GC-14            RETENTION**

In all contracts which are let for Five Thousand Dollars or more, the District shall withhold not less than 10% of the total contract price from progress payments until final completion and acceptance of the project by the District.

#### **GC-15            PREVAILING WAGE LAW**

Copies of the prevailing rate of per diem wages are on file at the District's principal office, which will be made available to the contractor or any other interested party upon request.

The District shall cause a copy of the Determination of the Director of the prevailing rate or per diem wages to be posted at each job site. Contractor shall cooperate at the request of the District in the posting of said Determination.

The Contractor agrees to comply with the provisions of Labor Code §1775 which provides in part:

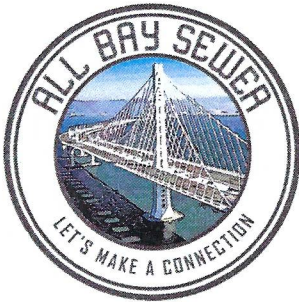
... The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the contractor.

The Contractor agrees to comply with the payroll record keeping requirements of California Code of Labor §1776 and acknowledges that responsibility for compliance with this section is on the Contractor.

The Contractor acknowledges the requirements and penalties provisions of Labor Code §1776, and further acknowledges that the responsibility for compliance with §1776 is on the Contractor.

The Contractor agrees to be registered as a Public Works Contractor (PCW) with the State of California Department of Industrial Relations (DIR) for all public maintenance and construction projects to bid on projects greater than \$1,000. Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, the District is not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance



# Change Order

Date: November 3, 2021  
Estimate #: 226

Gaunt Murdock  
Crockett Sanitary District  
850 Pomona St  
Crockett, CA 94525  
510-520-4937

All Bay Sewer  
Mobile: (415) 702 – 8626  
1378 Funston Dr., Santa Rosa, CA 95407  
[contact@allbaysewer.com](mailto:contact@allbaysewer.com)  
C-34 C.S.L #1076969  
Bonded & Insured

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## Project Description: 6-inch TRENCHED Sewer Main Replacement

### Scope of Project:

- Original Estimate #226
- Change order increase due to unforeseen circumstances
- Unforeseen circumstances: PGE Gas line laid within inches above sewer main
  - Sewer Main owned by Crockett Sanitary District
- Unable to perform sewer lateral replacement trenchless due to hazard
- Trenching up to 155 feet from manhole E-00-09 to E-00-10
- Hand digging trench due to safety
- Additional labor required to perform careful hand digging around the utilities for safety
- Additional demolition and disposal of excess construction debris due to trenching
- Will repour and finish additional concrete with rebar, form boards, etc. from sidewalk area and driveways
  - All Bay Sewer assumes no liability for conditions of sidewalk and driveway areas during and after the project.
- Will cover trenched areas for safety
- Extension on Dig 811
- Extension on encroachment permit with Contra Costa County
- If necessary, will arrange onsite with PGE during pull of sewer main
- If necessary, will arrange onsite with District Inspector during pull of sewer main

|                          |              |
|--------------------------|--------------|
| Original Bid:            | \$105,000.00 |
| Change Order:            | \$70,000.00  |
| New Due Upon Completion: | \$175,000.00 |

7.2.

**AGREEMENT**

|  |                                       |
|--|---------------------------------------|
|  |                                       |
| <hr/> <b>All Bay Sewer Signature</b>   |                                       |
| <hr/> <b>Print</b>   | <hr/> <b>Client / Owner Signature</b> |
| <hr/> <b>Date</b>  | <hr/> <b>Print</b>                    |
| <b>Contractor's License Number: #1076969</b><br>C-34 Pipeline<br><br>1378 Funston Drive, Santa Rosa, CA 95407<br><b>Business Address</b><br><br><a href="http://www.allbaysewer.com">www.allbaysewer.com</a><br><a href="mailto:Contact@allbaysewer.com">Contact@allbaysewer.com</a><br>(415) 702 - 8626 | <hr/> <b>Date</b>                     |



Susan Purcell

[REDACTED]  
November 1, 2021

To: Vaughn, Crockett Community Services District

Re: 2021-2022 CROCKETT CSD-SAN overcharge for 354-124-006

Dear Vaughn:

I have owned the above property, 1334 Wanda Street in Crockett, since 1998. In 1998 it had three units: a duplex and a single-family. It still has three units. There has been no change.

You told me that the sewer rate had not gone up this year. When I asked why my CSD-SAN fee had gone up by \$1,218 over last year's, you said you didn't know but that maybe the number of units in the duplex had been increased by two, the rate for each unit being  $\$659 \times 2 = \$1,318$ , more or less the \$1,218 increase in my assessment. I asked to see the record where the increase in units would be. To date I have not seen where an increase was recorded.

Prior to meeting with you, I had gone to the county treasurer's office, trying to find out the breakdown of the \$6,065.24 CSD-SAN fee on my 2021-2022 property tax bill this year. They said "We are told the total of what to charge by Crockett. You must talk to them."

Vaughn, you have recommended the following steps: Step 1. I give this protest letter to you.  
Step 2. You (or someone) goes to my property and verifies that there are three units.  
Step 3. The board votes at the November 17<sup>th</sup> meeting.

I have let my tenants know that you will be coming to verify the number of units. They are all nice and said they will be happy to cooperate. I am waiting to notify them of your ETA.

Yours,  
Susan Purcell, [REDACTED]

PS Please help me resolve this issue before December 10<sup>th</sup> so I can avoid a 10% tax penalty.

PPS FYI, each unit in the duplex occupies the entire floor, 1500 sq. ft, and the bottom unit has an attached (lean-to) art studio. The duplex units are separately metered and share a sewer lateral. I replaced that lateral in 2019 and am repaying a loan that the Crockett district graciously offered me in three yearly installments, the last of which is this year's. The single-family has its own utilities.

Attached: My property tax bills for 2020-2021 & 2021-2022  
Crockett District's statement of my payments on the sewer lateral loan

B. b.



**RUSSELL V. WATTS**  
 CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR  
 ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553  
 TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

**2020-2021**  
 FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021  
**SECURED PROPERTY TAX BILL**  
**INTERNET COPY**

**PROPERTY ADDRESS**

1334 WANDA ST, CROCKETT CA

**ASSESSEE AS OF JANUARY 1, 2020**

**PAY ONLINE AT WWW.CCTAX.US**

**PROPERTY ASSESSMENT**

354-124-006-9

ADDRESS INFORMATION NOT AVAILABLE ONLINE

LAND \$140,531  
 IMPROVEMENTS \$222,041  
 PERSONAL PROP \$0  
 GROSS VALUE \$362,572  
 EXEMPTIONS \$0

ACCURACY OF THIS BILL MAY BE AFFECTED BY  
 PENDING PAYMENTS AND CORRECTIONS

TO CHANGE MAILING ADDRESS, VISIT WWW.CCCOUNTY.US/ASSESSOR OR CALL (925) 313-7400

NET VALUE \$362,572

**IMPORTANT MESSAGES:**

| PARCEL NUMBER   | BILL NUMBER | TRA   | ISSUE DATE | TYPE  | CORTAC | DEFAULT # |
|-----------------|-------------|-------|------------|-------|--------|-----------|
| 354-124-006-9 0 | 2020-273871 | 62006 | 09/07/2020 | PRIOR |        |           |

| SPECIAL TAXES & ASSESSMENTS                  |      |                |                   | AD VALOREM TAXES & ASSESSMENTS   |        |               |
|--|------|----------------|-------------------|----------------------------------|--------|---------------|
| DESCRIPTION                                  | CODE | INFORMATION    | AMOUNT            | DESCRIPTION                      | RATE   | AMOUNT        |
| CC-FED STRMMTR FEE                           | DB   | (925) 313-2023 | \$21.00           | 1%COUNTYWIDE TAX                 | 1.0    | \$3,625.72    |
| MOSQUITO & VECTOR                            | DV   | (925) 867-3400 | \$7.28            | BART                             | 0.0071 | \$25.74       |
| EMERGENCY MED B                              | DY   | (925) 608-5454 | \$30.00           | BART BOND 2016                   | 0.0068 | \$24.65       |
| CROCKETT CSD-SAN                             | GC   | (510) 787-2992 | \$4,846.96        | EAST BAY REG PK BD               | 0.0014 | \$5.08        |
| CROCKETT CSD-REC                             | HC   | (510) 787-2992 | \$110.00          | J SWETT 2002 BND                 | 0.0218 | \$79.04       |
| SFBRA PCL TAX                                | IB   | (888) 508-8157 | \$12.00           | J SWETT BOND 2008                | 0.0529 | \$191.80      |
| EASTBAY TRAILS LLD                           | KA   | (888) 512-0316 | \$8.16            | JOHN SWETT BND 16P               | 0.0418 | \$151.55      |
| SERV AREA L-100                              | LO   | (925) 313-2286 | \$44.82           | JOHN SWETT BND 16Q               | 0.0289 | \$104.79      |
|  |      |                |                   | COMM COLL 2002 BND               | 0.0058 | \$21.03       |
|  |      |                |                   | COMM COLL 2006 BND               | 0.0011 | \$3.99        |
|  |      |                |                   | COMM COLL 2014 BND               | 0.0092 | \$33.35       |
|  |      |                |                   | TOTAL AD VALOREM TAXES           | 1.1768 | \$4,266.74    |
|  |      |                |                   | ADD: SPECIAL TAXES & ASSESSMENTS |        | \$5,080.22    |
|  |      |                |                   | DELINQUENT PENALTY               |        | \$0.00        |
|  |      |                |                   | DELINQUENT COST                  |        | \$0.00        |
|  |      |                |                   | LESS: PAYMENTS RECEIVED          |        | \$9,346.96    |
| <b>TOTAL SPECIAL TAXES &amp; ASSESSMENTS</b> |      |                | <b>\$5,080.22</b> | <b>TOTAL AMOUNT DUE</b>          |        | <b>\$0.00</b> |

| PARCEL NUMBER   | BILL NUMBER   | TRA   | ISSUE DATE | TYPE  | Numbers in this section indicate you owe prior year(s) delinquent taxes | DEFAULT # |
|-----------------|---------------|-------|------------|-------|---|-----------|
| 354-124-006-9 0 | 2020-273871 2 | 62006 | 09/07/2020 | PRIOR |   |           |

**2ND** INSTALLMENT  
**SIGN UP FOR E-BILLING**  
**IT'S EASY AND FREE!**  
 SEE BACKSIDE FOR MORE INFORMATION

**2020-2021**  
**SECURED PROPERTY TAXES**

To ensure proper credit, please write the parcel number on check

**PAY THIS AMOUNT** → PAID: 04/10/2021  
**\$4,673.48**  
 PAYABLE WITH OR AFTER 1ST COUPON  
 SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

**MAKE CHECK PAYABLE TO:**

**CONTRA COSTA COUNTY TAX COLLECTOR**  
 625 COURT STREET, ROOM 100  
 MARTINEZ, CA 94553

NON-PAYABLE COPY OF PRIOR-YEAR TAX BILL

| PARCEL NUMBER   | BILL NUMBER   | TRA   | ISSUE DATE | TYPE  | Numbers in this section indicate you owe prior year(s) delinquent taxes | DEFAULT # |
|-----------------|---------------|-------|------------|-------|---|-----------|
| 354-124-006-9 0 | 2020-273871 1 | 62006 | 09/07/2020 | PRIOR |   |           |

**1ST** INSTALLMENT  
**SAVE TIME - PAY ONLINE**  
**WWW.CCTAX.US**  
 SEE BACKSIDE FOR MORE INFORMATION

**2020-2021**  
**SECURED PROPERTY TAXES**

To ensure proper credit, please write the parcel number on check

**PAY THIS AMOUNT** → PAID: 12/10/2020  
**\$4,673.48**  
 PAYABLE BEFORE 2ND COUPON  
 SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

**MAKE CHECK PAYABLE TO:**

**CONTRA COSTA COUNTY TAX COLLECTOR**  
 625 COURT STREET, ROOM 100  
 MARTINEZ, CA 94553

NON-PAYABLE COPY OF PRIOR-YEAR TAX BILL

PLEASE WRITE THE PARCEL NUMBER ON CHECK



**CROCKETT SANITATION DEPARTMENT REPAIR AGREEMENT & SEWER USE CHARGES FOR:**

APN: 354-124-006

**FY 2018/19**

1/17/2019 Repair Agreement: \$ 7,690.00

**FY 2019/20**

**Sewer Use Charges**

August of 2019

|                 |                    |             |
|-----------------|--------------------|-------------|
| Installment #1  | \$ 2,563.33        | \$ 2,037.00 |
| 4.07% interest  | \$ 197.63          |             |
| <b>balance:</b> | <b>\$ 5,126.67</b> |             |

**FY 2020/21**

August of 2020

|                 |                    |             |
|-----------------|--------------------|-------------|
| Installment #2  | \$ 2,563.34        | \$ 2,137.00 |
| 2.86% interest  | \$ 146.62          |             |
| <b>balance:</b> | <b>\$ 2,563.33</b> |             |

**FY 2021/22**

August of 2021

|                 |             |             |
|-----------------|-------------|-------------|
| Installment #3  | \$ 2,563.33 | \$ 3,455.00 |
| 1.83%           | \$ 46.91    |             |
| <b>balance:</b> | <b>0.00</b> |             |

Date: 10/28/2021

CROCKETT COMMUNITY SERVICES DISTRICT

  
Administrative Services Manager

RATES: 659 x 2<sup>3</sup> duplex, ca. unit  
819 - avg. fam

not raised rates this year  
who adds units?  
any staff at the district

Submit appeal to  
the board, Jan 3  
units.