



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Monday, August 16, 2021, 9:45 AM

VIRTUAL ONLY MEETING

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

- Before the Meeting via Email: Written comments can be emailed to pwinfo@ci.seaside.ca.us. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)". All submitted comments will be provided to the District for consideration and compiled as part of the record.
- During the meeting via Public Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Clerk will call speaker names and unmute speaker microphones (on the phone, press *6). You will have up to 3 minutes to provide your comments, with time set by the discretion of the Chair.

VIRTUAL MEETING ACCESS

This meeting can be watched via the City of Seaside You Tube channel

<https://bit.ly/SeasideYouTube>

Or by joining the Zoom webinar link: <https://us02web.zoom.us/j/83946789270>

Or call in phone number: 669-900-9128

Webinar ID: 839 4678 9270

1. CALL TO ORDER

2. ROLL CALL **BOARD OF DIRECTORS**

Jerry Blackwelder
Pat Lintell
Jon Wizard

Chair
First Vice Chair
Second Vice Chair

3. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. PUBLIC COMMENT

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to two minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. CONSENT AGENDA

A. APPROVE MINUTES FROM THE JULY 13, 2021 REGULAR MEETING.

RECOMMENDATION: Approve minutes as presented in agenda packet.

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATION REPORT FOR JULY 2021

PURPOSE: Receive Seaside County Sanitation District Operations report for July 2021.

RECOMMENDATION: Accept reports. This item is presented for information only.

C. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN REPLACEMENT PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$2,365,340 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$2,720,141.

PURPOSE: Adopt a Resolution (Attachment 1) approving the plans and specifications for the Fremont, Broadway & Ortiz Sewer Main Replacement Project, and awarding a construction contract (Attachment x) to the lowest responsible and responsive bidder, Monterey Peninsula Engineering, for an amount not to exceed \$2,365.340; establishing a 15% contingency for a total

project construction cost not to exceed \$2,720,141; and authorizing the District Manager to execute the contract and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount.

RECOMMENDATION: Adopt a Resolution (Attachment 2) approving the plans and specifications for the Fremont, Broadway & Ortiz Sewer Main Replacement Project (Project), and awarding a construction contract (Attachment 3) to the lowest responsible and responsive bidder Monterey Peninsula Engineering, for an amount not to exceed \$2,365,340; establishing a 15% contingency for a total project construction cost not to exceed \$2,720,141; authorizing the District Manager to execute the contract, and approve any amendments, extensions and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount; and direct the Finance Director to amend the project budget to \$3,127,000.

D. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$285,500 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT FOR THE FREMONT, BROADWAY, & ORTIZ SEWER MAIN REPLACEMENT PROJECT

PURPOSE: Adopt a Resolution (Attachment 1) authorizing a professional services agreement with Harris & Associates in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Fremont, Broadway & Ortiz Sewer Main Replacement Project (Project).

RECOMMENDATION: Adopt a Resolution (Attachment 1) authorizing a professional services agreement with Harris & Associates for an amount not to exceed \$285,500 to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Project and authorizing the District Manager to execute agreement.

E. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$84,201 FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN REPLACEMENT PROJECT

PURPOSE: Adopt a Resolution authorizing the District Manager to execute an amendment to a professional services agreement with the Wallace Group in the amount of \$84,201 for the Fremont, Broadway, Ortiz Sewer Main Upgrade project.

RECOMMENDATION: Adopt a Resolution (Attachment 1) approving an amendment to the Design Professional Services Agreement (Attachment 2) with

Wallace Group for an amount not to exceed \$84,201 to provide additional professional engineering and technical services for engineering support during construction for the Fremont, Broadway & Ortiz Sewer Main Replacement Project and authorize the District Manager to execute the Amendment.

F. ADOPT A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AN AGREEMENT AMENDMENT WITH E2 CONSULTING ENGINEERS INC. IN THE AMOUNT OF \$39,106 AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE BUDGET ADJUSTMENTS FOR THE LIFT STATION UPGRADE PROJECT

PURPOSE: Adopt a Resolution authorizing the District Manager to execute an agreement amendment with E2 Consulting Engineers Inc. in the amount of \$39,105.95 in support of the Lift Station Upgrade project.

RECOMMENDATION: Adopt a Resolution (Attachment 2) authorizing the District Manager to execute an agreement Amendment (Attachment 3) with E2 Consulting Engineers Inc. in the amount of \$39,105.95 and authorize the District Finance Manager to make appropriate budget adjustments in support of the Lift Station Upgrade Project.

6. NEW BUSINESS

7. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda item.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. This agenda is posted in compliance with Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#). Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, July 13, 2021 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

The meeting was called to order at 9:30 a.m.

PRESENT: WIZARD, LINTELL, BLACKWELDER

ABSENT:

2. REVIEW OF AGENDA

3. PUBLIC COMMENT

None.

4. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Second by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District Board approved the consent agenda as presented.

RESULT: **Approved**

AYES: Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES: None

A. APPROVE MINUTES FROM MAY 11, 2021 REGULAR MEETING.

RESULT: **Approved**

B. APPROVE MINUTES FROM MAY 16, 2021 SPECIAL MEETING.

RESULT: **Approved**

C. Receive Seaside County Sanitation District Operations Report for June 2021.

RESULT: **Approved**

D. APPROVAL OF APRIL 2021 & MAY 2021 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

RESULT: **Approved**

5. NEW BUSINESS

6. STAFF REPORTS

Seniro Engineer Ottmar reported that the District is scheduled to receive bids for the Fremont, Broadway and Ortiz Sewer project on Friday. Contracts for consideration are expected to be presented at the August 10th meeting.

7. BOARD MEMBERS COMMENTS

8. ADJOURNMENT

Meeting adjourned at 9:37 AM

Respectfully Submitted,

**Jasmine Dolan for
Dominique L. Davis, District Clerk**

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Roberta Greathouse, Acting District Manager

BY: Billy Thomas, Junior Engineer
Nisha Patel, Public Works Director/City Engineer

DATE: August 16, 2021

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATION REPORT FOR JULY 2021**

PURPOSE

Receive Seaside County Sanitation District Operations report for July 2021.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations report and Flush Map for July 2021.

FISCAL IMPACT

There is no fiscal impact associated with this item.

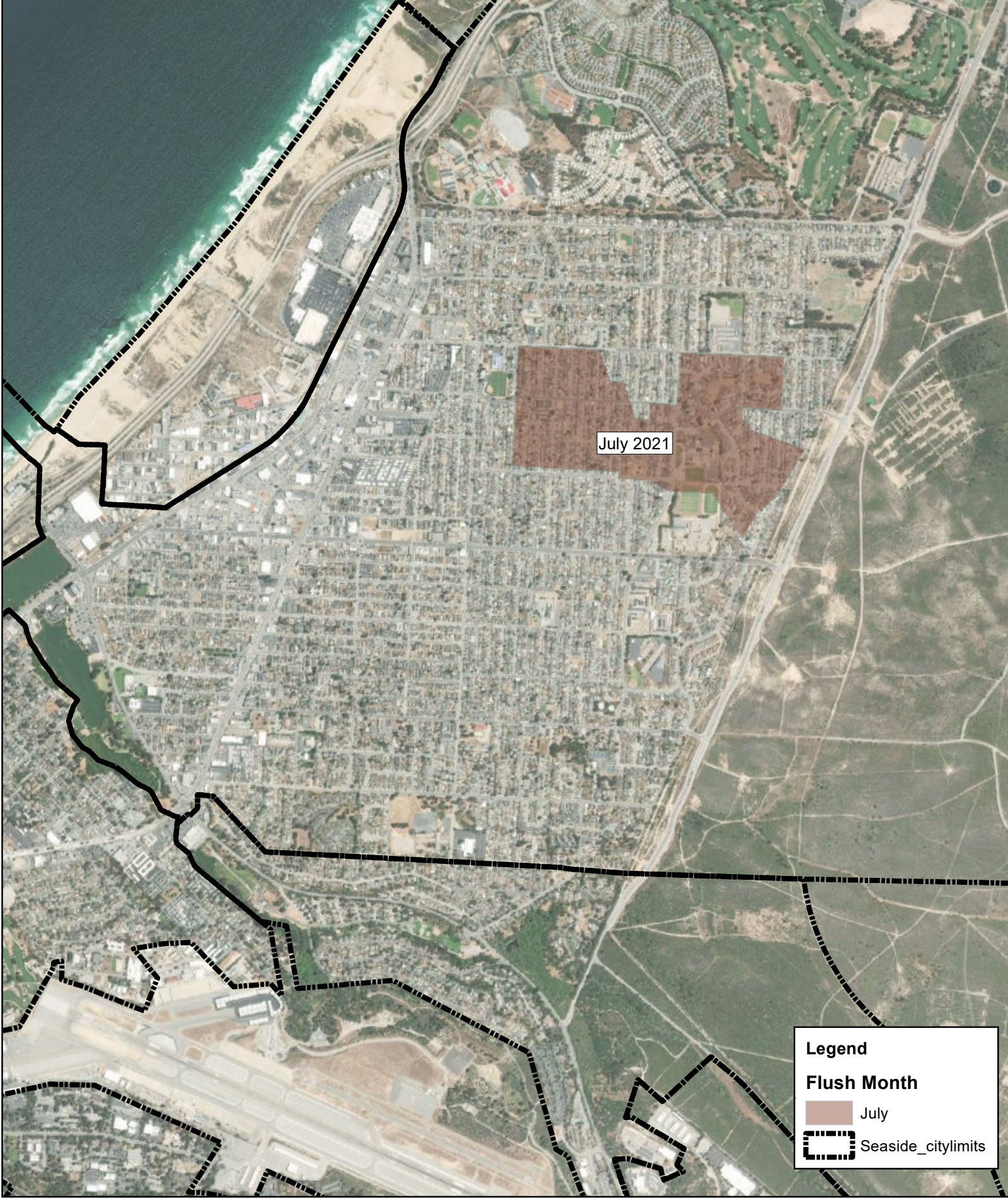
ATTACHMENTS

1. Flush Map_July_21-22
 2. Monthly Sanitation Report July_21-22
-

Reviewed for Submission to the
Board by:

A handwritten signature in dark ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting District Manager

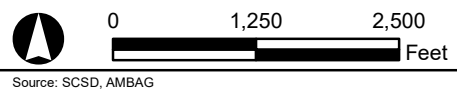


Legend

Flush Month

 July

 Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2021-2022

Seaside County Sanitation District

Operations Report

Fiscal Year 2021/2022 Month of July

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	2,043	2,043	0	0	27,721	27,721	29,764	29,764
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	262	277	277	6,127	6,127	6,666	6,666
Mainline Root Treatment	0	0	0	0	0	0	0	0
Stoppages								
Main Line	0	0	0	0	0	0	0	0
Laterals	0	0	0	0	2	2	2	2
SSO's	0	0	0	0	0	0	0	0

Sewer Repairs

None

Sewers Video due to blockage/repairs

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1361 Kimball - Lateral
1614 Hilby Ave - Lateral

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

None



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Roberta Greathouse, Acting District Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: August 16, 2021

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN REPLACEMENT PROJECT, AND AWARDED A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$2,365,340 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$2,720,141.**

PURPOSE

Adopt a Resolution (Attachment 1) approving the plans and specifications for the Fremont, Broadway & Ortiz Sewer Main Replacement Project, and awarding a construction contract (Attachment x) to the lowest responsible and responsive bidder, Monterey Peninsula Engineering, for an amount not to exceed \$2,365.340; establishing a 15% contingency for a total project construction cost not to exceed \$2,720,141; and authorizing the District Manager to execute the contract and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount.

RECOMMENDATION

Adopt a Resolution (Attachment 2) approving the plans and specifications for the Fremont, Broadway & Ortiz Sewer Main Replacement Project (Project), and awarding a construction contract (Attachment 3) to the lowest responsible and responsive bidder Monterey Peninsula Engineering, for an amount not to exceed \$2,365.340; establishing a 15% contingency for a total project construction cost not to exceed \$2,720,141; authorizing the District Manager to execute the contract, and approve any

amendments, extensions and change orders until completion of the project in accordance with the plans and specifications up to the total project construction contract amount; and direct the Finance Director to amend the project budget to \$3,127,000.

BACKGROUND

The Project proposes to replace and re-route existing sewer mains within Broadway Avenue (crossing Fremont Boulevard), Alhambra Street, Del Monte Boulevard in Seaside and Ortiz Avenue and Holly Street in Sand City. The existing sewer mains have the potential for overflow due to insufficient capacity. The project will upsize sewer mains in Broadway from 8-inches to 10-inches, within Alhambra from 12-inches to 15-inches, within Del Monte from 12-inches to 15 inches, within Holly from 6-inches to 8-inches and the trunk main within Ortiz from 21-inches to 24-inches. The proposed sewer mains are sized to accept future flows.

A single, non-mandatory pre-bidding conference and site visit was conducted on July 1, 2021. On July 16, 2021, the District publicly received and opened bids for the Project. Four (4) bids were received from the following contractors: (1) Bay Pacific Pipelines Incorporated, (2) Monterey Peninsula Engineering Incorporated, (3) KJ Woods Construction Incorporated; and (4) Teichert Construction Incorporated. Initially, the apparent low bid was from Bay Pacific Pipelines, Incorporated (BPP) in the amount of \$2,045,550. A review of the BPP bid was conducted by the District's consultant, Harris & Associates, and revealed the bidder failed to list all required subcontractors performing more than 1/2% of the contract value. As allowed by Public Contract Code section 5103, Bay Pacific Pipelines, Incorporated submitted a written request (Attachment 1) requesting relief from their Bid due to clerical error(s) and for failure to list a subcontractor representing greater than 1/2% of the contract value. As allowed by Public Contract Code Section 5106, the District may award the contract to the next lowest bidder Monterey Peninsula Engineering Incorporated (MPE) with a bid in the amount of \$2,365,340. A review of MPE's bid was conducted and determined the bid to be responsive and responsible. The District's counsel has reviewed the withdrawal request and supports awarding the contract to the next lowest bidder.

The engineer's estimate of probable cost for the project is \$2,355,390. Staff recommends the Board adopt a Resolution approving the Construction Contract Agreement with Monterey Peninsula Engineering for an amount not to exceed \$2,365,340 to provide all labor, materials, equipment and services necessary to construct the Fremont, Broadway & Ortiz Sewer Main Replacement Project and authorize the District Manager to execute the Construction Contract Agreement.

ENVIRONMENTAL COMPLIANCE

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as

defined by the California Environmental Quality Act (CEQA). Specifically, the Fremont, Broadway & Ortiz Sewer Main Replacement is considered a "Project" under CEQA Statute 21065, because the Project is an activity, which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies. Harris & Associates prepared a memorandum (memo) dated January 7, 2020 substantiating CEQA Categorical Exemption for the Project. The memo concludes the Project is categorically exempt based on CEQA Guideline Section 15302(b), Replacement or Reconstruction (Class 2). Consistent with the memo, a Notice of Exemption was filed with the County Clerk on January 25, 2021.

FISCAL IMPACT

The proposed construction agreement with Monterey Peninsula Engineering Incorporated is a not-to-exceed amount of \$2,365,340. An agreement contingency of 15%, or \$354,801, is appropriate for a project of this complexity.

The adopted fiscal year 2021/2022 Budget for Fremont, Broadway & Ortiz Sewer Main Replacement Project (953-8820-9207) is \$2,900,000. The project requires comprehensive construction management and specialized design support during construction from Harris & Associates and the Wallace Group respectively. A 10% contingency is appropriate for construction management and design support services. The combined fiscal impact of the Construction Contract Agreement with Monterey Peninsula Engineering Incorporated, with a 15% contingency, the Construction Management and Inspection Services with Harris & Associates, and the Engineering Support During Construction (ESDC) services with Wallace Group, both with 10% contingencies, results in a revised project budget of \$3,127,000, or an additional \$227,000 to the current adopted project budget.

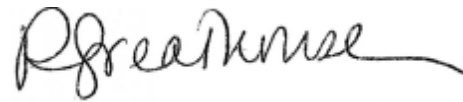
The 2021/2022 adopted budget has a projected year end cash asset balance of \$1,476,230, sufficient to fund the Project. Based upon the lowest responsive bid and the available assets, it is recommended to approve the Fremont, Broadway & Ortiz Sewer Main Replacement Project (953-8820-9207) budget of \$3,127,000; authorize the District Finance Director to make appropriate budget adjustments; and authorize the District Manager to execute a construction agreement with Monterey Peninsula Engineering for an amount of \$2,365,340 and amendments such that the total agreement does not exceed \$2,720,141.

ATTACHMENTS

1. Bay Pacific Pipelines withdrawal letter
 2. Resolution
-

3. Construction Contract

Reviewed for Submission to the
Board by:

A handwritten signature in dark ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting District Manager

BAY PACIFIC PIPELINES, INC.

P.O. Box 1162, Novato, CA 94948-1162 Tel: 415 897-6958 Fax: 415 897-1409

Email: baypacpipelines@yahoo.com

License No. 524020

To: Jason Caprilo PE, PMP, Harris & Associates
RE: Freemont, Broadway & Ortiz Sewer Main Upgrades

Due to clerical error, and failure to list a subcontractor which is greater to or equal to .5% percent of the total base bid, Bay Pacific Pipelines Inc formally requests to withdrawl from the Freemont, Broadway & Ortiz Sewer Main Upgrades project. Thank you for considering this request, and please feel free contact us for any questions or concerns.

Sincerely,



Eugene Carew
Secretary, Bay Pacific Pipelines, Inc
baypacpipelines@yahoo.com
(415) 897-6958

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT APPROVING THE PLANS AND SPECIFICATIONS FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN REPLACEMENT PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$2,365,340 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 15% CONTINGENCY OF \$2,720,141.

WHEREAS, the fiscal year 2021/2022 adopted budget for the Fremont, Broadway & Ortiz Sewer Main Replacement Project (953-8820-9207), hereinafter referred to as the “Project” is \$2,900,000; and

WHEREAS, on June 16, 2021, the District advertised the Project for a period of four (4) weeks; and

WHEREAS, on July 16, 2021, the District held a public bid opening for construction of the Project; and

WHEREAS, the District received four (4) bids in the amounts of \$2,045,550 (Bay Pacific Pipelines), \$2,365,340 (Monterey Peninsula Engineering), \$2,488,000 (KJ Woods Construction) and \$4,271,460 (Teichert Construction); and

WHEREAS, as review of Bay Pacific Pipelines bid determined the bid to be non-responsive for failing to list subcontractors representing greater than one-half percent of the total bid value; and

WHEREAS, in accordance with Public Contract Code Section 5103 and as described within the bid documents, Bay Pacific Pipelines submitted a letter to withdraw their bid; and

WHEREAS, per Public Contract Code Section 5106 the District may award the contract to the next lowest bidder; and

WHEREAS, the District desires to retain Monterey Peninsula Engineering, Incorporated and Monterey Peninsula Engineering, Incorporated agrees to render all labor, material, equipment, and services necessary to complete the Project; and

WHEREAS, the District has determined that the Bid is responsible, responsive, reasonable, and within the approved CIP Scope of Work and Budget for said Project(s);

WHEREAS, it is prudent to establish a construction contingency for this project of 15% equal to \$354,800; and

WHEREAS, the District has determined that the project budget, including construction management services and design support during construction is \$3,127,000 requiring an additional \$227,000; and

WHEREAS, the adopted fiscal year 2021/2022 budget includes a projected year end cash asset balance of is \$1,476,230, sufficient to fund the additional budget request; and

WHEREAS, in accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 “CEQA Guidelines,” Article 20, Section 15302 the project is categorically exempt from the California Environmental Quality Act (CEQA); and

WHEREAS, a Notice of Exemption filed on January 25, 2021 with the County of Monterey.

NOW THEREFORE, BE IT RESOLVED, that the District approves the plans and specifications for the Fremont, Broadway & Ortiz Sewer Main Replacement Project, approves Project (953-8820-9207) budget of \$3,127,000 to be funded from the available cash assets and directs the District Finance Manager to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the Seaside County Sanitation District authorizes the District Manager to execute a construction contract agreement with Monterey Peninsula Engineering, Incorporated for an amount not-to-exceed \$2,365,340, and amendments up to \$354,801 such that the total contract does not exceed \$2,720,141 to provide all labor, materials, equipment, and services necessary to complete the Fremont, Broadway & Ortiz Sewer Main Replacement Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 16th day of August, 2021, by the following vote:

AYES: Board Members:
NOES: Board Members:
ABSENT: Board Members:
ABSTAIN: Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Dominique Davis, District Clerk
Seaside County Sanitation District

DOCUMENT 00 52 00

AGREEMENT FORM

THIS CONTRACT AGREEMENT, made this _____ day of _____, 2021, by and between the SEASIDE COUNTY SANITATION DISTRICT hereinafter called "District" and _____, hereinafter called "Contractor".

WITNESSETH

WHEREAS, District has caused Volume I, Project Manual (Procurement and Contracting Requirements, Contracting Forms, Project Forms, and Conditions of the Contract (Vol. IA) and Specification Documents (Vol. IB), and Volume II (Drawings), and other Contract Documents to be prepared and issued to bidder for certain Work described as the **FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES**, and

WHEREAS, Contractor has offered to perform the proposed Work in accordance with the terms of the Contract Documents, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, Contractor hereby agrees to complete the Work at the price and on the terms and conditions herein contained, and District hereby employs the Contractor and agrees to pay him the Contract Price provided herein for the full and complete performance of the Work, pursuant to the terms, conditions and covenants set forth in this Contract Agreement and other Contract Documents referenced below.

The Contract Documents incorporated into this Contract Agreement by this reference and made a part thereof are set forth in the following exhibit parts and include, in addition to this Contract Agreement, the following:

- a. Volume IA: Project Manual consisting of: Procurement and Contracting Requirements (Documents 00 11 16 through 00 73 00), issued June 1, 2021.
- b. Volume IB: Project Manual consisting of Specifications (Divisions 01 through 33), issued June 1, 2021
- c. Volume II: Drawings issued June 1, 2021
- d. Addendum (a) No. 1, issued June 21, 2021, (b) No. 2 issued July 2, 2021, (c) No. 3 issued July 9, 2021.
- e. The Contractor's Bid
- f. The Contractor's Bid Security

- g. The District's Notice of Award
- h. The District's Notice to Proceed
- i. The Bonds issued by Contractor's Surety
- j. All Modifications issued after the date of this Contract Agreement

IN WITNESS WHEREOF, this Contract Agreement has been executed in duplicate on the day and year first above written.

Seaside County Sanitation District
District

Monterey Peninsula Engineering Inc.
Contractor

License No. 972425

By: _____ *

Signature

By: _____

Signature

Title

Title

*Signature must be accompanied by notarized document citing the individual's relationship to the Party of the Contract and his or her power to sign on behalf of the Party.

END OF SECTION 00 52 00



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Roberta Greathouse, Acting District Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: August 16, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$285,500 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT FOR THE FREMONT, BROADWAY, & ORTIZ SEWER MAIN REPLACEMENT PROJECT

PURPOSE

Adopt a Resolution (Attachment 1) authorizing a professional services agreement with Harris & Associates in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Fremont, Broadway & Ortiz Sewer Main Replacement Project (Project).

RECOMMENDATION

Adopt a Resolution (Attachment 1) authorizing a professional services agreement with Harris & Associates for an amount not to exceed \$285,500 to provide professional services in continued support of the District's Capital Improvement Program (CIP) to perform construction management and inspection services during construction of the Project and authorizing the District Manager to execute agreement.

BACKGROUND

The Project proposes to replace and re-route existing sewer mains within Broadway Avenue (crossing Fremont Boulevard), Alhambra Street, Del Monte Boulevard in Seaside and Ortiz Avenue and Holly Street in Sand City. The existing sewer mains have the

potential for overflow due to insufficient capacity. The project will upsize sewer mains in Broadway from 8-inches to 10-inches, within Alhambra from 12-inches to 15-inches, within Del Monte from 12-inches to 15 inches, within Holly from 6-inches to 8-inches and the trunk main within Ortiz from 21-inches to 24-inches. The proposed sewer mains are sized to accept future flows.

On July 16, 2021, the District publicly received and opened bids for the Fremont, Broadway & Ortiz Sewer Main Replacement Project. The lowest responsive and responsible bid was from Monterey Peninsula Engineering Inc. in the amount of \$2,365,340.

The project is scheduled to take 7 calendar months to complete and requires daily oversight of the contractor. The District does not have the resources to support the project. At the request of District staff, Harris & Associates submitted a proposal to provide construction management and inspection services. The services include project management, inspection and material testing services and provide in excess of 1,400 hours of specialized and knowledgeable oversight.

Staff recommends the Board adopt the attached Resolution (Attachment 1) approving a professional services agreement with Harris & Associates for construction management and inspection services and authorizing the District Manager to execute the Agreement.

FISCAL IMPACT

The proposed agreement with Harris & Associates is a not-to-exceed amount of \$285,500. A 10% contingency, equal to \$28,550, is appropriate for a project of this complexity. The combined fiscal impact of the Construction Contract Agreement with Monterey Peninsula Engineering Incorporated, with a 15% contingency, the Construction Management and Inspection Services with Harris & Associates, and the Engineering Support During Construction (ESDC) services with Wallace Group, both with 10% contingencies, results in a total project budget of \$3,127,000.

The District approved an amendment to the fiscal year 2021/2022 adopted budget for the Project (953-8820-9207) as part of the construction contract award with Monterey Peninsula Engineering, Inc. It is recommended to authorize the District manager to execute a professional services agreement with Harris & Associates for an amount of \$285,500 and amendments such that the total contract does not exceed \$314,050.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement
-

Reviewed for Submission to the
Board by:

A handwritten signature in dark ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting District Manager

RESOLUTION NO. 2021-XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS &
ASSOCIATES IN THE AMOUNT OF \$285,500 TO PROVIDE CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE FREMONT, BROADWAY &
ORTIZ SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, the Seaside County Sanitation District (“District”) has a Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2021/2022; and

WHEREAS, the District has determined that it is in the public interest to proceed with the Fremont, Broadway & Ortiz Sewer Main Replacement Project, hereinafter described as the “Project”; and

WHEREAS, on August 10, 2021, the District awarded a construction contract and amended the 2021/2022 adopted Project budget (953-8820-9207) to be \$3,127,000 to fully fund construction of the Project; and

WHEREAS, Harris & Associates (Consultant) was selected by the District to provide project and construction management services for the District; and

WHEREAS, it is necessary for the District to retain Construction Management and Inspection Services throughout the duration of the Project; and

WHEREAS, on July 12, 2021, Harris & Associates submitted a Proposal in the amount of \$285,500 to provide construction management services in support of the Project; and

WHEREAS, a contingency of 10% is appropriate for a project of this complexity; and

WHEREAS, the District has determined that the proposed Scope of Work and Budget are reasonable and within the approved Scope of Work and Budget for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the Professional Services Agreement with Harris & Associates for an amount not-to-exceed \$285,500 and amendments to the contract such that the total contract value does not exceed \$314,050 to provide construction management and inspection services.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 16th day of August, 2021, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

ATTEST:

Jerry Blackwelder, Chair
Seaside County Sanitation District

Dominique Davis, District Clerk
Seaside County Sanitation District



**SEASIDE COUNTY SANITATION DISTRICT
PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES
FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES**

THIS AGREEMENT, is made and effective _____, between the Seaside County Sanitation District, a municipal corporation ("Agency") and Harris & Associates, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's District Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's District Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighty-Five Thousand Five Hundred Dollars (\$285,500) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency District Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency District Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by

the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant,

in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to,

Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency: Seaside County Sanitation District
440 Harcourt Ave
Seaside, CA 93955
Attention: District Clerk

To Consultant: Harris & Associates
450 Lincoln Ave., Ste 103
Salinas, CA 93901
Att: Frank Lopez

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Jason Caprio shall be the Project Manager for the services described in this Agreement.

Jason Caprio may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Jason Caprio from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any

litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as follows and described in Exhibit A to this Agreement. Consultant shall not be responsible for delays caused by circumstances beyond its sole reasonable control.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(Signatures on next page)

CONSULTANT: Harris & Associates

By: Frank S. Lopez
Frank Lopez, Business Unit Leader

Date: August 4, 2021

Seaside County Sanitation District
A Municipal Corporation

By: _____
Craig Malin, District Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal



July 12, 2021

Scott Ottmar, PE
Senior Engineer
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

FREMONT, BROADWAY, AND ORTIZ SEWER MAIN REPLACEMENTS PROJECT PROPOSAL FOR CONSTRUCTION MANAGEMENT AND ADMINISTRATION, INSPECTION SERVICES, AND MATERIALS TESTING AND REPORTING

Dear Scott:

The District is in the process of advertising and soliciting the subject Project to the public contracting community. The Project will receive Bids on July 16th, 2021 and plans to award a Construction Contract to the lowest responsible and responsive Bidder at the District's Board Meeting on August 9th, 2021. This Proposal is to assist the District with providing Project Management, Construction Management and Administration, Inspection, and Materials Testing Services as defined and required by the Construction Contract Documents.

SCOPE OF WORK

Harris & Associates will provide Project Management, Construction Management, Inspection, and Materials Testing Services (through a subconsultant partner Pacific Crest Engineering) for a total of two-hundred and ten (210) consecutive calendar days, which is the total duration of the Contract Completion as defined by the Construction Contract Documents. Additional information and clarity is presented below:

Task Description	Our Approach	Deliverables
1.0 Construction Management		
Pre-Construction	Construction management team members will conduct the Pre-Construction Conference and coordinate with the awarded Contractor and his/her team of subcontractors.	Agenda and Meeting Minutes
Construction Management and Inspection Services	Project Administration including Project Management and coordination of the Contractor's Work, including development, tracking, production, and execution of deliverables identified herein. Provide daily construction observation. Record information related to: work performance; instruction given/received; construction activities in process, completed, started, etc.; deficiencies noted; problems encountered and resolution notification, actions taken; and notes/notations/redlines of field changes. Serve as general field liaison between Contractor and District staff. Assist District in maintaining good relations with residents and businesses in the surrounding neighborhoods. Perform final inspection; including recommendation and scheduling with appropriate stakeholders. Harris & Associates will prepare,	Monthly Progress Reports, Daily Construction Reports, Field Records, Bi-Weekly/Monthly Meeting Agendas and Meeting Minutes, Responses to RFIs, Submittal Log, Progress Pay Estimates, Construction Change Orders, and Other Documentation

Exhibit A

	distribute, and inspect corrections for the final punch list for completion and acceptance.	
Materials and Testing Responsibilities	We have teamed with Pacific Crest Engineering to provide Materials Testing Services for the trench backfill, aggregate base materials, asphalt concrete pavement, concrete, compaction, and other miscellaneous requirements as-needed. We allocated a \$12,500 allowance for their effort.	Material Testing Reports
Project Closeout	Oversee completion of As-built drawings, preparation of final Pay Estimate. Provide a final report. The report will include all Daily Inspection Reports, documentation for testing of installed facilities, photos and redline plan review.	Contractor's As-Built Drawings, and Document Control Construction Management Data (flash-drive)

Assumptions and Exclusions

1. Time commitment is based on a total of 210 consecutive calendar days for the Contractor to complete the Work as defined by the Construction Contract Documents. If delays, unforeseen events, weather, or Construction Change Orders impact the Project Schedule, additional effort will be required from Harris & Associates.
2. Fees are based on 2 hours/day for construction management and 6 hours/day for inspection for the original duration of the Construction Contract (based on working days as identified above).
3. Construction Management is limited to 334 hours, regardless of the schedule, performance of the Contractor, coordination with the District, and unforeseen events or activities. Harris & Associates will work with the District for an Amendment if the District requests time commitment beyond and in excess of 334 hours of construction management. Construction management services may be performed by Senior Project Manager Jason Caprio or a different Construction Manager. 334 hours is also limited to \$66,800, independent of the team member or personnel category who performs the Work.
4. Inspection is limited to 878 hours, regardless of the schedule, performance of the Contractor, coordination with the District, and unforeseen events or activities. Harris & Associates will work with the District for an Amendment if the District requests time commitment beyond and in excess of 878 hours of inspection. 878 hours is also limited to \$162,430 (including vehicle expenses).

PROJECT SCHEDULE

Schedule consists of a substantial completion within 180 consecutive calendar days and 30 additional consecutive calendar days for Final Completion. The lowest responsible and responsive Bid will be determined and the subject Contractor is expected to be awarded the Contract on August 9th, 2021 with construction commencing shortly thereafter.

PROPOSED FEES

The proposed fee for the subject Scope of Work is \$285,500, which includes materials testing services from Pacific Crest Engineering. For a breakdown on personnel categories, estimated labor hours, and other direct costs, please see the attached Fee Breakdown.

Exhibit B

Seaside County Sanitation District - Fremont, Broadway, and Ortiz Sewer Main Replacement Project

July 14, 2021

Project Schedule (Original)		2021-2022								
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
	Calendar days	31	30	31	30	31	31	28	31	30
	Work days	14	21	21	19	22	21	19	22	22
	Hrs	112	168	168	152	176	168	152	176	176
	Pre-Construction									
	Construction									
	Completion and Close-Out									

Estimated Fees														
Positions	Name	Rate										Hours	Fee	
Senior Project Manager	Jason Caprio	\$225.00	16	8	8	8	8	8	8	24	16	104	\$ 23,400	
Construction Management		\$200.00	28	42	42	38	44	42	38	44	16	334	\$ 66,800	
Inspector (Prevailing Wage)	Leo Barajas	\$185.00		126	126	114	132	126	114	132	8	878	\$ 162,430	
Construction Administration	Danielle Rodriguez	\$110.00	16	8	8	8	8	8	8	24		88	\$ 9,680	
Monthly Subtotal (Hours)			60	184	184	168	192	184	168	224	40	1,404		
													Total Harris Fee	\$ 262,310
Materials Testing	Pacific Crest Engineering													\$ 12,500
Other Direct Costs (Inspector Vehicle Cost)			\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050		\$ 9,450	
			10% Markup Subconsultants and Expenses										\$ 1,250	
			Total Subconsultants and Other Direct Costs (ODCs)										\$ 23,200	
												Total Fee	\$ 285,500	

Notes and Assumptions:

Fees are based on a substantial completion of 180 consecutive calendars days and 30 additional consecutive calendar days for Final Completion.

Fees are based on **2 hours/day for Construction Management** and **6 hours/day for inspection** for the original duration of the Construction Contract (based on working days as identified above).

Holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas

Overtime, weather, holidays, and time extensions or delays will result in additional construction management, construction administration, and inspection efforts.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**CAPITAL IMPROVEMENT PROJECTS MANAGEMENT
SEASIDE COUNTY SANITATION DISTRICT
PROPOSAL DUE MAY 23, 2016**

The SCSD is requesting proposals from qualified firms to provide professional services to manage the implementation of Capital Improvement projects within the Seaside County Sanitation District (SCSD), hereinafter referred to as “the Projects.” The selected firm, hereinafter referred to as “the Consultant,” will be responsible for managing the Projects. The SCSD intends to select one firm with which to negotiate a contract based on the responses to this Request for Proposal (RFP). Selection will be based on demonstrated expertise in providing support to public resource management services departments.

I. BACKGROUND

The Seaside County Sanitation District (SCSD) is located on the Monterey Peninsula and serves the Cities of Seaside, Sand City, and Del Rey Oaks. The SCSD operates and maintains the sewer collection system that serves an area close to 2,400 acres and an approximate population of 30,000. The system incorporates roughly 70 miles of pipeline and four lift stations. The SCSD contracts with outside agencies, such as the City of Seaside, for the maintenance and operation of various facilities and programs.

The consultant selected to perform services under this RFP would enter into a contract for professional services for a term not to exceed three years.

II. PROPOSED SCOPE OF WORK

The primary objective of the work is to manage the implementation of the Projects shown in fiscal years 2015/16 through 2017/18 in Attachment A. The proposed scope of services may include the following:

- Manage budgets for the Projects.
- Manage vendor contracts for both consultants and construction contractors.
- Perform project site inspections.
- Organize and prepare agendas for meetings.
- Prepare procurement documents to retain consultants and construction contractors for the Projects.
- Review engineered plans, technical specifications, and engineer’s cost estimates for the proposed improvements.
- Review maps.
- Prepare review comments to consultant work product citing, if necessary, federal, state, and local standards and regulations.
- Provide project support during the planning phase.
- Provide project support during the construction phase.
- Provide status reports that accurately communicate budget and schedule to city staff in a timely manner.

The ideal candidate has a good working knowledge of the following documents:

1. *Seaside County Sanitation District Sewer Master Plan and Rate Study* dated May 10, 2011
(see <http://www.ci.seaside.ca.us/Modules/ShowDocument.aspx?documentid=3819>)
2. Seaside County Sanitation District Capital Improvement Program (Attachment A)

The design effort for the Projects has been started. The status of the Projects is shown in Attachment C.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the SCSD considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 10 pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience working for public entities.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address.

All proposing firms must be professionally engaged in the project management of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management. The following disciplines are relevant to the proposed work:

1. Licensed Professional Civil Engineering (PE)
2. Construction cost estimating/value engineering.
3. Construction Inspection

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFP, including any request for the SCSD to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to:

Mr. Rick Riedl (831) 899-6884
riedl@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the SCSD at least three (3) business days prior to the proposal due date. Any SCSD response to such a request will be made in the form of an addendum to this RFP and will be sent by e-mail or faxed to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

All correspondence from the SCSD for this RFP will be by either email or Fax. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email and FAX contact information to Mr. Riedl at the email address listed above if your firm intends to submit a Proposal.

V. SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy in Adobe ® PDF format of your Proposal, identified on the outside of the envelope as "**Proposal for Professional Services**" to arrive at the SCSD's offices not later than 5:00 p.m. Pacific Time on Monday May 23, 2016, addressed as follows:

Mr. Rick Riedl, P.E.
SCSD
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposals received by the SCSD after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions are acceptable but cannot contain zipped files or files larger than 5 Mbytes.

All material submitted in accordance with this RFP becomes property of the Seaside County Sanitation District will not be returned.

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct

interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to respond to request for service in a timely manner. Ability to attend meetings at SCSD City Hall and perform project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The SCSD may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, SCSD Board will consider approval of consultant(s). The SCSD Board may select up to two firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the SCSD Board, consultant(s) may or may not be called upon by the SCSD to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

RFP	Receipt of Proposals	May 23, 2016 5:00 PM
	Interview Consultant(s), if necessary	week of June 6, 2016
	Retain Consultant (SCSD)	July 12, 2016

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The SCSD reserves the right to accept or reject any and all proposals. The SCSD also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the SCSD may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The SCSD shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The SCSD will make a recommendation to the SCSD Board regarding the selection of Consultant based upon an evaluation of the proposals. The SCSD reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the SCSD will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the SCSD in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (see attachment).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the SCSD as to form and content. The selected Consultant agrees to provide the SCSD with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFP.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the SCSD. At such time as the SCSD District Manager recommend a Consultant to the SCSD Board all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the

exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The SCSD shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the SCSD may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the SCSD will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the SCSD;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant’s inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant’s default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the SCSD.

XVI. PROHIBITION OF GIFTS

SCSD officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the SCSD, or proposing to do business with the SCSD. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to SCSD officers or employees. The Consultant shall be subject to the SCSD's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of SCSD contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFP process:

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the SCSD's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the SCSD's Standard Consultant Agreement should be included in the proposal. The SCSD reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFP does not commit the SCSD to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The SCSD reserve the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the SCSD;
 - 2. Modify and re-issue the RFP;
 - 3. Take action regarding the RFP as may be deemed to be in the best interest of the SCSD.
- D. The SCSD reserves the right to verify any information provided during the RFP process. The SCSD may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with SCSD unless and until it is executed by authorized representatives of the SCSD, and of the Consultant.

- F. While it is the intent of the SCSD to proceed with this project, this solicitation does not obligate the SCSD to enter into an Agreement. The SCSD retains the right to cancel this RFP at any time should the project be cancelled, the SCSD loses the required funding, or it is deemed in the best interest of the SCSD. No obligation either expressed or implied, exists on the part of the SCSD to make an award or to pay any cost incurred in the preparation or submission of an RFP.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the SCSD may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

- A – SCSD Draft Capital Improvement Program
- B – Draft Seaside County Sanitation District Consultant Agreement
- C – Project Status List



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.E.

TO: Seaside County Sanitation District

FROM: Roberta Greathouse, Acting District Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: August 16, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO A
DESIGN PROFESSIONAL SERVICES AGREEMENT WITH THE
WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED \$84,201
FOR THE FREMONT, BROADWAY & ORTIZ SEWER MAIN
REPLACEMENT PROJECT**

PURPOSE

Adopt a Resolution authorizing the District Manager to execute an amendment to a professional services agreement with the Wallace Group in the amount of \$84,201 for the Fremont, Broadway, Ortiz Sewer Main Upgrade project.

RECOMMENDATION

Adopt a Resolution (Attachment 1) approving an amendment to the Design Professional Services Agreement (Attachment 2) with Wallace Group for an amount not to exceed \$84,201 to provide additional professional engineering and technical services for engineering support during construction for the Fremont, Broadway & Ortiz Sewer Main Replacement Project and authorize the District Manager to execute the Amendment.

BACKGROUND

The Project proposes to replace and re-route existing sewer mains within Broadway Avenue (crossing Fremont Boulevard), Alhambra Street, Del Monte Boulevard in Seaside and Ortiz Avenue and Holly Street in Sand City. The existing sewer mains have the potential for overflow due to insufficient capacity. The project will upsize sewer mains

in Broadway from 8-inches to 10-inches, within Alhambra from 12-inches to 15-inches, within Del Monte from 12-inches to 15 inches, within Holly from 6-inches to 8-inches and the trunk main within Oritz from 21-inches to 24-inches. The proposed sewer main is sized to accept future flows.

On July 16, 2021, the District publicly received and opened bids for the Project. Monterey Peninsula Engineering was determined to have the lowest responsive and responsible bid in the amount of \$2,365,340. The project is scheduled to take 7 calendar months to complete and requires daily oversight of the contractor. The District does not have the resources to support the project. At the request of District staff, the Wallace Group submitted a proposal to provide design support during construction. The services include project management, responding to technical questions, reviewing and approving contractor submittals, performing periodic observations and compiling record drawings as part of project close out.

Staff recommends the Board adopt the attached Resolution approving a professional services agreement with the Wallace Group for design support during construction services and authorize the District Manager to execute the agreement.

FISCAL IMPACT

The proposed agreement with the Wallace Group is a not-to-exceed amount of \$84,201. A 10% contingency is appropriate. The combined fiscal impact of the Construction Contract Agreement with Monterey Peninsula Engineering Incorporated, with a 15% contingency, the Construction Management and Inspection Services with Harris & Associates, and the Engineering Support During Construction (ESDC) services with Wallace Group, both with 10% contingencies, results in a project budget of \$3,127,000.

The District approved an amendment to the fiscal year 2021/2022 adopted budget for the Project (953-8820-9207) as part of the construction contract award approval to Monterey Peninsula Engineering, Inc. Staff recommends authorizing the District manager to execute an Amendment to the Professional Services Agreement for an amount of \$84,201 and any amendments such that the total agreement amount does not exceed \$92,621.

ATTACHMENTS

1. Resolution
2. Contract Amendment

Reviewed for Submission to the
Board by:

A handwritten signature in black ink, appearing to read "R Greathouse", with a long horizontal flourish extending to the right.

Roberta Greathouse, Acting District Manager

RESOLUTION NO. 2021-XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE
GROUP IN THE AMOUNT OF \$84,201 TO PROVIDE ENGINEERING SERVICES
DURING CONSTRUCTION FOR THE FREMONT, BROADWAY & ORTIZ SEWER
MAIN REPLACEMENT PROJECT**

WHEREAS, the Seaside County Sanitation District (“District”) has a Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2021/2022; and

WHEREAS, the District has determined that it is in the public interest to proceed with the Fremont, Broadway & Ortiz Sewer Main Replacement Project, hereinafter described as the “Project”; and

WHEREAS, on August 10, 2021, the District amended the 2021/2022 adopted Project budget (953-8820-9207) to be \$3,127,000 to fully fund construction of the Project; and

WHEREAS, Wallace Group (Consultant) is on the District’s approved list of Design Consultants to perform professional and technical services for implementation of the CIP for the District; and

WHEREAS, on April 14, 2020, the District approved a design contract with the Consultant in the amount of \$254,557 for the design of the Project; and

WHEREAS, a project of this complexity requires extensive support to review submittals and respond to requests for information submitted by the contractor during construction; and

WHEREAS, On June 15, 2021, the Consultant submitted a proposal in the amount of \$84,201 to provide additional professional engineering services during construction; and

WHEREAS, it is appropriate for a project of this complexity to provide a 10% contingency for a total potential amendment of \$92,621; and

WHEREAS, the District has determined that the proposed scope of work and budget are reasonable and within the scope of work and budget for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the amendment to the Professional Design Services Agreement with Wallace Group for an amount not-to-exceed \$84,201 and future amendments such that the total contract value does not exceed \$92,621 to provide additional professional and technical services for the Fremont, Broadway & Ortiz Sewer Main Replacement Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 16th day of August 2021, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Dominique Davis, District Clerk
Seaside County Sanitation District

CONTRACT AMENDMENT #1
FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES
Seaside County Sanitation District

Date: August 4, 2021

Change Requested by: X District Consultant

Contract Date

Project Name

April 30, 2020

Fremont, Broadway & Ortiz Sewer Main Upgrades

To (Consultant): Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A, & Exhibit A1, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A & Exhibit A1

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A & Exhibit A1.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$254,557	\$0	\$84,201	\$338,758
Original Contract Time	Original Completion Date	CCO Months To Date (Including This CCO)	Revised Completion Date
36 Months	December 31, 2021	6	June 30, 2022

CONTRACT AMENDMENT #1
FREMONT, BROADWAY & ORTIZ SEWER MAIN UPGRADES
Seaside County Sanitation District

SUBMITTED BY:		
	Nisha Patel District Engineer	August 5, 2021
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Kari Wagner Principal	August 2, 2021
Signature	Name and Title	Date

CONTRACT AMENDMENT

Project Name: Fremont, Broadway & Ortiz Sewer Main Upgrades	CA No. 2
Client Name: Seaside County Sanitation District	Project/Phase No. 0876-0016
Attention: Nisha Patel	Date: June 15, 2021
Address: 440 Harcourt Avenue, Seaside, California 93955	

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed April 30, 2020. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

The Fremont, Broadway & Ortiz Sewer Main Upgrades Project proposes to replace and re-route existing sewer mains. As outlined in said contract (the Agreement), Wallace Group provided professional services and prepared construction documents that will be used by SCSD to competitively bid this project. The services provided to date by Wallace Group are outlined as Task 01, "Project Management and Administration" through Task 07, "Bid-Phase Services" in the Agreement.

In August 2021, SCSD anticipates awarding a construction contract. As outlined below, this contract amendment proposes to provide additional professional services presented below as Task 08, "Engineering Services During Construction (ESDC)" to be provided during the construction phase of this project. The proposed budget included herein for the proposed additional task is estimated based on our experience of similar projects and is based upon the following assumptions:

1. Construction Contract Time:
 - a. Substantial Completion - 180 calendar days
 - b. Final Project Closeout will be completed within 30 calendar days of substantial completion.
2. Up to forty-two (42) weeks for ESDC services will be provided. This accounts for potential items prior to construction NTP, construction, and final project closeout.
3. Submittals from the Contractor will be in substantial conformance with the form and content outlined in Section 00 72 00 and related sections of the construction documents.
4. Construction Management (CM) will be provided by others. The CM team will facilitate all discussions between the parties, including between Wallace Group and the Contractor.
5. Construction Inspections (CI) will be provided by others. The CM team should facilitate RFI's and RFC's by the CI and present them to Wallace Group as necessary.
6. SCSD's CM or CI will provide all contractor oversight including review and approval of all pay requests, contract change orders, time & material force account work, etc.
7. The submittals will be routed by the CM team through an open on-line portal.
8. The items excluded from this proposal are as described in the Agreement as "Items Not Included in Scope of Services" unless included in writing, below. Items also excluded are:
 - a. Professional Land Surveyor services
 - b. Construction Staking services
 - c. Geotechnical services
 - d. Utility location services
9. A total of fifty (50) submittals are anticipated. The level of effort for reviewing these submittals is shown in the estimated hours under Task 8.2, "Submittal/Shop Drawing Review," and generally assumes one (1) review of the first submittals and up to one (1) review of half of the first submittal estimate, above. Additional review time or reviews of additional submittals may be negotiated as additional work.

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294



10. Due to the indeterminate nature of ESDC services that may be requested by SCSD, it is understood that the actual services requested by SCSD may differ from that what is proposed. Therefore, the ESDC services provided by the Wallace Group will be performed on a time-and-materials basis up to the total budget authorization in the Agreement.

Task 08 Engineering Services During Construction (ESDC)

Task 8.1 Project Management

Wallace Group will perform general project management, administration, and coordination of the subject Project to proceed through a traditional delivery process. This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration as provided below in this proposal.

As part of the project management scope, Wallace Group will prepare a conform set of specifications and plans based on the addendums issued during bidding phase to be used as the official project PS&E package during construction.

Deliverables

- Conform Set Specifications

Task 8.2 Construction Meetings

A Wallace Group staff member will participate in bi-weekly construction meetings to assist in answering questions and provide updates to relevant design issues, RFI's, and status of approvals. This proposal assumes that SCSD or their CM representative will facilitate the meetings and Wallace Group staff will participate by phone for all except one meeting. Wallace Group recommends that we attend the Pre-Construction Meeting in person. We have budgeted 40 hours for attending meetings under this task. Additional meetings may be attended in person as requested by SCSD with the understanding that a budget modification may be necessary.

Deliverables

- Response to comments as required

Task 8.3 Submittal/Shop Drawing Review

Wallace Group will review submittals for materials or processes for technical conformance with the contract documents. We will also review shop drawings for items specified in the technical specifications as well as vendor/supplier information, as relevant to the technical specifications. We have budgeted 144 hours for reviewing and providing comments to contractor submittals under this task. We will provide all communication through SCSD's CM representative.

Deliverables

- Review and provide comments on Contractor Submittals

Task 8.4 Request for Information/Clarification (RFI/RFC)

Wallace Group will review RFI's and RFC's for technical conformance and prepare a response to the Contractor. RFI and RFC's that have potential impacts on cost will be coordinated closely with SCSD prior to issuing a response. We have budgeted 65 hours for reviewing and providing comments to RFIs/RFCs under this task.

Deliverables

- Review and provide comments on Contractor RFIs/RFCs

Task 8.5 Periodic Observations

Wallace Group will conduct up to four (4) field observations of the Contractor's work for general conformance with the plans and specifications. These field inspections are anticipated during the

Exhibit A1

CA #2
Seaside County Sanitation District
June 15, 2021
Page 3 of 3

work within TAMC ROW and punch walks for substantial completion and final completion. We have budgeted 32 hours for reviewing and providing comments to RFIs/RFCs under this task.

Deliverables

- A substantial completion inspection punch list
- A final inspection punch list

Task 8.6 Record Drawings & Project Closeout

Wallace Group will incorporate the Contractor's markups of the construction drawings into record drawings. No field inspection is anticipated during the project closeout.

Deliverables

- One (1) set record drawings (electronic AutoCAD file) and one (1) Adobe PDF of the record drawings on a USB drive or available as direct download.

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

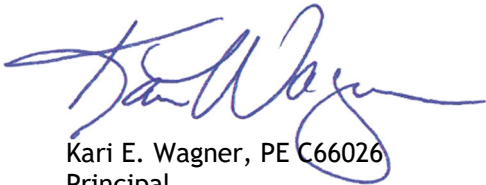
Revision(s) Fee:

- ☒ hourly (time & materials) \$84,201.00
- ☐ progress billing: \$
- ☐ not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

- ☒ increase to an item within the existing contract
- ☐ a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation



Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us





**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.F.

TO: Seaside County Sanitation District

FROM: Roberta Greathouse, Acting District Manager

BY: Nisha Patel, Public Works Director/City Engineer
Scott Ottmar, Senior Engineer

DATE: August 16, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE DISTRICT
MANAGER TO EXECUTE AN AGREEMENT AMENDMENT WITH E2
CONSULTING ENGINEERS INC. IN THE AMOUNT OF \$39,106
AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE BUDGET
ADJUSTMENTS FOR THE LIFT STATION UPGRADE PROJECT**

PURPOSE

Adopt a Resolution authorizing the District Manager to execute an agreement amendment with E2 Consulting Engineers Inc. in the amount of \$39,105.95 in support of the Lift Station Upgrade project.

RECOMMENDATION

Adopt a Resolution (Attachment 2) authorizing the District Manager to execute an agreement Amendment (Attachment 3) with E2 Consulting Engineers Inc. in the amount of \$39,105.95 and authorize the District Finance Manager to make appropriate budget adjustments in support of the Lift Station Upgrade Project.

BACKGROUND

The 2018/2019 Capital Improvement Program included the Lift Station Upgrade Project (Project) to implement significant improvements to the Del Monte, Military and Rosita lift stations operated by the District. On December 5th, 2018 the District awarded a construction contract to Monterey Peninsula Engineering Inc. to construct the lift station improvements. At the January, 2019 Board meeting the District authorized an

amendment to the contract with design firm E2 Consulting Engineers Inc. (E2) in the amount of \$171,927 to provide design support during construction. A notice to proceed was issued and the project officially started on January 18, 2019.

The Project has experienced several unexpected issues, resulting in a longer project schedule and an overall increase to the Project's cost. The Project's lengthy construction schedule is primarily attributable to delays caused by Pacific Gas & Electric Company's processing of electrical upgrades at the Rosita and Del Monte lift stations. While staff and consultants attempted to minimize costs associated with the delay, there were additional meetings to discuss and review PG&E requests as part of the electrical upgrades. Additional field visits were also necessary.

During the Project, Monterey One Water, with whom the District contracts with for the maintenance and operation of the lift stations, began a project to upgrade the computer control systems that monitor lift station operations. These upgrades are necessary to insure the controls are reliable and secure from unauthorized access through the internet. These improvements necessitated changes to the design of the computer controls located at the lift stations. As a result, E2 was required to provide additional review of these critical changes to the design documents. E2 was further required to troubleshoot a crack in the Rosita wet well that was discovered during the rehabilitation process. Unanticipated field visits were required to evaluate the crack and make appropriate recommendations for repair.

E2 has expended its available design support budget. Staff requested E2 provide a written request for additional budget, and on July 30, 2021, E2 provided a budget amendment request in the amount of \$39,105 (Attachment 1). The additional funds will permit E2 to complete the important work of closing out the project by performing final punch list inspections and updating as-built plans. Staff and the District's construction management consultant have reviewed the budget request and find the scope reasonable. Staff recommends authorizing the District Manager to execute an agreement amendment with E2 Consulting Engineers Inc. in the amount of \$39,106.

FISCAL IMPACT

E2 has expended their design support services agreement budget. An additional \$39,106 is necessary to complete the design support services and close out the lift station project. Other unbudgeted costs experienced by the project include charges by PG&E for design of new electrical services and programming fees to Monterey One Water. The total of unbudgeted charges is summarized in the table below:

Description	Amount
Monterey One Water PLC programming	\$38,945

E2 Engineering design support	\$39,106
PG&E charges	\$18,369
Total	\$96,420

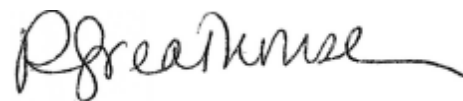
The result of the unanticipated costs summarized above amounts to \$96,420. A budget adjustment of \$100,000 is recommended to provide sufficient funds to complete the project.

The 2021/2022 adopted budget has a projected year end cash asset balance of \$1,476,230, sufficient to fund the additional budget necessary to complete the project. Staff recommends authorizing the District Manager to execute an agreement amendment with E2 Consulting Engineers Inc. for an amount of \$39,106 and authorizing the District Finance Director to make appropriate budget adjustments for the Lift Station Upgrade project (953-8820-9204).

ATTACHMENTS

1. Budget Request
2. Resolution
3. Amendment #5

Reviewed for Submission to the
Board by:



Roberta Greathouse, Acting District Manager

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July 30, 2021

Jason Caprio, PE, PMP

Senior Project manager

Harris & Associates

600 B Street, Suite 2000

San Diego, CA 92101

Project: Seaside County Sanitation District – Lift Station Up-Grade Project

Subject: Engineering Services During Construction – Request for Additional Budget

Dear Jason,

As per our discussions, I have prepared additional engineering costs to provide ESDC to complete this Project. Additional costs are due to following reasons:

1. Construction Period was much longer than anticipated which resulted into additional project management (Meetings and Coordination)
2. Construction of the Project was broken down into three separate projects in series.
3. More RFI's and Submittals than budgeted.
4. Too many field trips to witness operational testing.

Requested additional Budget is summarized below:

1. Project Management and Coordination –

- a. Loren Weinbrenner – 8 Hrs. @ \$175/Hr. = \$ 1,400.00
- b. Frisch Engineering – 4 Hrs. @ \$ 175/Hr. = \$ 700.00

Subtotal: = \$ 2,100.00

2. Field Trips:

- a. Land Scape Architect – Final Review of Planting- 4 hrs. @ \$ 150/hr. = \$ 600.00
- b. No additional Trips are required.

Subtotal: = \$600.00

3. Close-Out Submittal Reviews at Del Monte Lift Station only

- a. Loren Weinbrenner – 8 Hrs. @ \$175/Hr. = \$ 1,400.00
- b. Frisch Engineering – 8 Hrs. @ \$ 175/Hr. = \$1,400.00

Subtotal: = \$ 2,800.00

4. Final Punch List – Del Monte Lift Station

- a. Loren Weinbrenner – 4 Hrs. @ \$175/Hr. = \$700.00
- b. Loren Weinbrenner – Field Trip 8 hrs. @ \$175/Hr. = \$1,400.00
- c. Frisch Engineering – 4 Hrs. @ \$ 175/Hr. = \$700.00
- d. Frisch Engineering – Field Trip 8 hrs. @ \$175/Hr. = \$1,400.00

Subtotal: = \$ 4,200.00

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5. Prepare Record Drawings (All three Lift Stations)
 - a. E2 Consulting Engineers, Inc. - \$ 14,200.00
 - b. Frisch Engineering, Inc. - \$5,000.00
 - c. Rana Creek - \$ 1,500.00

Subtotal: \$20,700.00

6. Revise TESCO Drawings for New PLC Replaced by M1W
 - a. Loren Weinbrenner – Coordination with Frisch and TESCO 4 Hrs. @ \$175/Hrs. = \$700
 - b. Mike Frisch – 8 hrs.@ 175/hrs. = \$1,400
 - c. Senior Designer – (Frisch Engineering) – 16 hrs. @ \$160/hrs. = \$2,560.00

Subtotal: \$4,660.00

Total Costs for Items 1 through 6:

- ✓ **E2: \$19,800.00**
- ✓ **(Frisch Engineer + Rana Creek)* 1.1 (10% Mark-ups) = \$15,260 * 1.1 = \$16,786.00**

Subtotal: \$36,586.00

7. Overage – Budget over the authorized amount – See Invoice No. WW-SEA-2307-051:
 - a. Overage: \$ 2519.95

Subtotal: \$ 2,519.95

Total for Items 1 to 7 = \$39,105.95

Summary:

We are requesting additional budget of **\$39,000.00** to complete these three Lift Stations.

If you need additional information, please let me know.

Thank you very much for understanding the situation, this project started almost 8-years ago, and I am happy to complete this project.

Sincerely,

Vinod Badani

Vinod M. Badani, P.E.

E2 Consulting Engineers, Inc.

Vice President

RESOLUTION NO. 2021- XX (SCSD)

**A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT
AUTHORIZING AN AMENDMENT WITH E2 CONSULTING ENGINEERS INC. FOR AN
AMOUNT NOT TO EXCEED \$39,106 AND AUTHORIZING THE FINANCE DIRECTOR
TO MAKE BUDGET ADJUSTMENTS FOR THE LIFT STATION UPGRADE PROJECT**

WHEREAS, On December 18, 2018, the District Board awarded a construction contract to Monterey Peninsula Engineering (Contractor) in the amount of \$1,683,200 to construct improvements and upgrades to the Del Monte, Rosita and Military lift stations (Project); and

WHEREAS, the District authorized a 10% construction contingency in the amount of \$168,320; and

WHEREAS, on January 8, 2019, the District awarded a design support contract to E2 Consulting Engineers Inc. (Consultant) and amended the Project budget to \$2,283,938; and

WHEREAS, the Project has experienced unanticipated delays and design changes beyond the Consultant's and Contractor's control; and

WHEREAS, these unanticipated delays have caused the Consultant to exceed the design support budget and the Project to exceed the construction contingency; and

WHEREAS, on July, 30, 2021, Consultant submitted a request for additional budget in the amount of \$39,106 to complete inspections, prepare record drawings and assist with close-out of the Project; and

WHEREAS, the District has determined that the proposed scope of work and budget are reasonable; and

WHEREAS, the combined fiscal impact associated with unanticipated costs exceeds the construction contingency by approximately \$100,000; and

WHEREAS, the District's 2021/2022 adopted budget has a projected year end cash asset balance of \$1,476,230, sufficient to fund the additional budget needs to complete the Project.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute an amendment to the professional services agreement with E2 Consulting Engineers Inc. for an amount not-to-exceed \$39,106 and authorizes the District Finance Director to make appropriate budget adjustments for Lift Station Upgrade Project.

PASSED AND ADOPTED at a special meeting of the Seaside County Sanitation District duly held on the 16th day of August, 2021, by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

Jerry Blackwelder, Chair

Seaside County Sanitation District
ATTEST:

Dominique Davis, District Clerk
Seaside County Sanitation District

CONTRACT AMENDMENT #5
LIFT STATION UP-GRADES
Seaside County Sanitation District

Date: August 10, 2021

Change Requested by: X District Consultant

Contract Date

Project Name

February 12, 2013

Lift Stations Up-Grades

To (Consultant): E2 Consulting Engineers, Inc., 2100 Powell Street, Suite 850, Emeryville, CA
94608

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project. The purpose of this amendment is to provide additional budget to complete the professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Section 12, "Compensation."

Subject to the limitation herein, CONSULTANT agrees to perform the work and services specified and outlined in the Proposal for the Contract Amount Not to Exceed unless specifically authorized by a written contract amendment prior to the commencement of any additional work. Invoices shall be prepared by CONSULTANT in accordance with SCSD format and submitted to SCSD once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. SCSD shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. Billing rates shall be in accordance with Attachment B-1 of Exhibit A31- "Schedule of Professional Rates." The total Contract Amount Maximum Not to Exceed for this contract is FIVE HUNDRED ELEVEN THOUSAND NINE HUNDRED SIXTY-SEVEN DOLLARS (\$511,967.)

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$169,800.00	\$303,061	\$39,106	\$511,967
Original Contract Time	Original Completion Date	CCO Months To Add (Including This CCO)	Revised Completion Date
15 Months	May 8 ,2014	0	October 30, 2021

SIGNATURES ON NEXT PAGE

**CONTRACT AMENDMENT #5
LIFT STATION UP-GRADES
Seaside County Sanitation District**

SUBMITTED BY:		
	Nisha Patel, District Engineer	
Signature	Name and Title	Date
DISTRICT APPROVAL BY:		
	Craig Malin, District Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
<i>Vinod Badani</i>	Vinod M. Badani, PE, Vice President	8/10/2021
Signature	Name and Title	Date