



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING BOARD OF DIRECTORS

Tuesday, September 12, 2023, 9:30 AM
CITY OF SEASIDE CONFERENCE ROOM

BOARD MEMBERS

Ian N. Oglesby
Chair
City of Seaside
440 Harcourt Ave
Seaside, CA 93955
(831) 899-6825

Jerry Blackwelder
First Vice Chair
City of Sand City
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054

John Uy
Second Vice Chair
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, CA 93940
(831) 394-8511

DISTRICT STAFF

Jaime M. Fontes
District Manager
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6701

Nisha Patel
District Engineer
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6884

Reed W. Gallogly
Legal Counsel
County Counsel
168 West Alisal Street
Third Floor
Salinas, CA 93901
(831) 755-5266

Dominique L. Davis
District Clerk
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6707

1. **CALL TO ORDER**

2. **ROLL CALL - SANITATION DISTRICT BOARD OF DIRECTORS**

Ian N. Oglesby
Jerry Blackwelder
John Uy

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 AUGUST 8, 2023, REGULAR MEETING

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR AUGUST, 2023.

PURPOSE: Receive Seaside County Sanitation District Operations Report for August, 2023.

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

6. NEW BUSINESS

A. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM FATS, OILS, AND GREASE PROGRAM DEVELOPMENT AND TRAINING FOR AN AMOUNT NOT TO EXCEED \$65,869.00

PURPOSE: The purpose of this item is for approval to obtain assistance to comply with regulations regarding Fats, Oil, and Grease (FOG).

RECOMMENDATION: Adopt a resolution authorizing a professional services agreement with Wallace Group to perform Fats, Oil, and Grease (FOG) Program Development and Training for an amount not to exceed \$65,869.00.

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

Next Regularly Scheduled Meeting:
October 10, 2023
9:30 AM

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, August 8, 2023 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Oglesby called the meeting to order at 9:32 a.m.

2. ROLL CALL - SANITATION DISTRICT

Present: Blackwelder, Oglesby, Bill Ragsdale-Cronin (Alternate District Member for John Uy)

Absent: None

3. REVIEW OF AGENDA

None

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

On motion by First Vice Chair Jerry Blackwelder and seconded by Alternate District Member Bill Ragsdale-Cronin and passed by the following vote, the Seaside County Sanitation District Board moved to approve the Consent Agenda as presented.

RESULT: Approved

AYES: Jerry Blackwelder, Ian N. Oglesby, Bill Ragsdale-Cronin (Alternate District Member)

NOES: None

A. APPROVED MINUTES FROM THE JULY 11, 2023, REGULAR MEETING

Action: **Approved**

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JULY 2023

Action: **Approved**

6. STAFF REPORTS

Carolyn Burke, Assistant Public Works Director, spoke on the operations report. She spoke on the FORTAG project, the timeline. She also spoke on CIP update and protize projects. A list of completed projects will be available at the next meeting.

7. BOARD MEMBERS COMMENTS

First Vice Chair Blackwelder explained the list that was provided in the past

contained priority projects.

8. ADJOURNMENT

On motion, the meeting was adjourned at 9:41 a.m.

Respectfully Submitted,

Dominique L. Davis, District Clerk

Ian N. Oglesby, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Jaime M. Fontes, District Manager

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

DATE: September 12, 2023

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR AUGUST, 2023.**

PURPOSE

Receive Seaside County Sanitation District Operations Report for August, 2023.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for August, 2023.

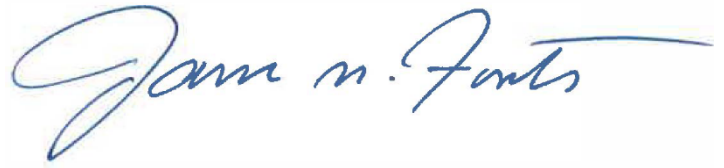
FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report August_23-24
 2. Flush Map_August_23-24
-

Reviewed for Submission to the
Board by:

A handwritten signature in blue ink that reads "Jaime M. Fontes". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Jaime M. Fontes, District Manager

Seaside County Sanitation District Operations Report

Fiscal Year 2023/2024 Month of August

	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	0	5,496	0	0	48,673	55,602	48,673	61,098
Main Line Video	0	0	0	0	2,800	3,800	2,800	3,800
Main Lines Treated for Grease Control (Jet Power II)	262	524	277	554	6,778	13,048	7,317	14,126
Mainline Root Treatment	0	0	0	0	0	0	0	0
Stoppages								
Main Line	0	0	0	0	3	3	3	3
Laterals	0	0	0	0	3	4	3	4
SSO's	0	0	0	0	2	2	2	2

Sewer Repairs

None

Sewer Video (Outside of regular maintenance work)

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1170 Noche Buena - ML - Roots
1119 Carson St - ML - Roots
1251 Kimball - L
1632 Highland - L

Overflow/SSO Locations

Del Rey Oaks

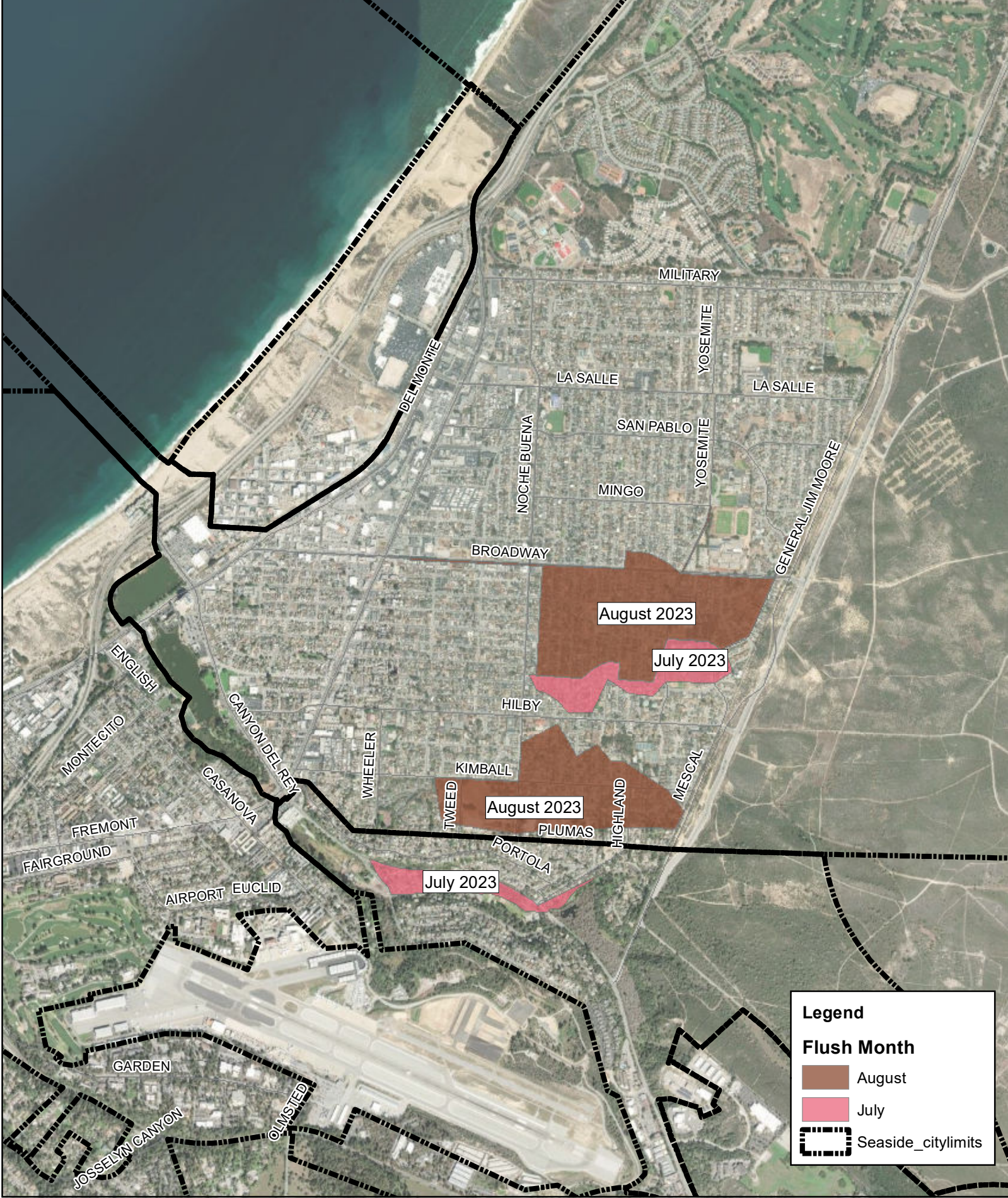
None

Sand City

None

Seaside

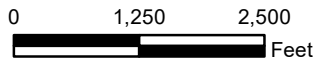
956 Wanda - ML - Roots/Grease
1136 Noche Buena - L



Legend

Flush Month

- August
- July
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map: 2023-2024



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Jaime M. Fontes, District Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: September 12, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM FATS, OILS, AND GREASE PROGRAM DEVELOPMENT AND TRAINING FOR AN AMOUNT NOT TO EXCEED \$65,869.00

PURPOSE

The purpose of this item is for approval to obtain assistance to comply with regulations regarding Fats, Oil, and Grease (FOG).

RECOMMENDATION

Adopt a resolution authorizing a professional services agreement with Wallace Group to perform Fats, Oil, and Grease (FOG) Program Development and Training for an amount not to exceed \$65,869.00.

BACKGROUND

The Seaside County Sanitation District (District) requires services to comply with its Water Board Permit and Sanitary Sewer Management Plan (SSMP) by updating their FOG Control Program, conducting inspections, permitting facilities and providing staff training on FOG Program implementation. The District's existing FOG Program includes approximately 156 food service establishments.

In early August 2023, District staff requested Wallace Group prepare a proposal for FOG control program services. On August 21, 2023, Wallace Group provided a proposal in the amount of \$65,869.00 to perform: project management and meetings; development of FOG program materials; creation of a FOG database, applications, and

permit templates; perform initial inspections for the year; and FOG program training and support. Staff reviewed the scope of work and fee of the proposal and found it acceptable.

The professional services agreement with Wallace Group to provide FOG Program Development and Training is for an amount not to exceed \$65,869.00, to be billed on a time and materials basis.

Staff recommends the Board adopt a resolution authorizing the District Manager to execute a professional services agreement, PSA, with Wallace Group for the amount not to exceed \$65,869.00 to perform FOG Program Development and Training.

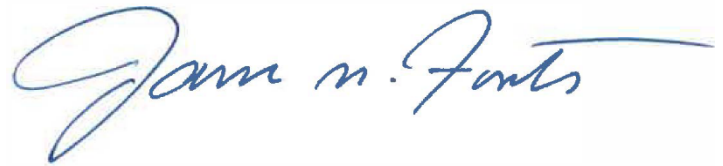
FISCAL IMPACT

The Sewer Master Plan (Account No. 953-8820-9216) has an approved Fiscal Year 2023/24 budget of \$500,000.00. Staff does not expect the Sewer Master Plan for SCSD to cost \$500,000.00. There are sufficient funds in Account No. 953-8820-9216 to fund the PSA with Wallace Group for FOG Program Development and Training.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement
-

Reviewed for Submission to the
Board by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", with a long horizontal flourish extending to the right.

Jaime M. Fontes, District Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM FATS, OILS, AND GREASE PROGRAM DEVELOPMENT AND TRAINING FOR AN AMOUNT NOT TO EXCEED \$65,869.00

WHEREAS, the Seaside County Sanitation District (District) requires services to comply with its Water Board Permit and Sanitary Sewer Management Plan by updating their FOG Control Program, conducting inspections, permitting facilities and providing staff training on FOG Program implementation; and

WHEREAS, Wallace Group is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, Staff requested a proposal from Wallace Group to provide FOG Control Program services; and

WHEREAS, on August 21, 2023, Wallace Group provided a proposal in the amount of \$65,869.00 to provide: project management and meetings; development of FOG program materials; creation of a FOG database, applications, and permit templates; perform initial inspections for the year; and FOG program training and support; and

WHEREAS, Staff reviewed the scope of work and fee in the proposal, and found it acceptable; and

WHEREAS, Wallace Group has prepared similar programs for other agencies in the San Luis Obispo County Area; and

WHEREAS, the adopted fiscal year 2023/24 budget for the Sewer Master Plan (No. 953-8820-9216) is \$500,000.00; and

WHEREAS, there are sufficient funds in the Sewer Master Plan Account to fund the FOG Program Development and Training for SCSD by Wallace Group.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the District Manager to execute a Professional Services Agreement with Wallace Group to perform FOG Program Development and Training for an amount not to exceed \$65,869.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 12th day of September, 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



SEASIDE COUNTY SANITATION DISTRICT PROFESSIONAL SERVICES AGREEMENT FATS, OILS, AND GREASE PROGRAM DEVELOPMENT AND TRAINING

THIS AGREEMENT, is made and effective September 12, 2023 between the Seaside County Sanitation District, a California special district ("Agency") and the Wallace Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on September 12, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in **Exhibit A**, Scope of Work, 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 perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. 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 A**, 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 **SIXTY FIVE THOUSAND EIGHT HUNDRED AND SIXTY NINE Dollars (\$65,869)** 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. Any amendments to this Agreement requiring compensation to Consultant over the amount of \$24,999.00 shall require approval by the Agency Board of Directors to be valid.

(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 for tasks described in **Exhibit A** and for any additional services as authorized in advance and in writing by the Agency District Manager. 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 District 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.

(c) Should the Agency modify, or authorize others to modify, the drawings or specifications, the Agency agrees to hold Consultant harmless from any and all damages, claims, expenses and losses arising out of such modifications to the Consultant's work product by others unless written authorization of the Consultant is first obtained.

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, its employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable 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 arising from Consultant's operations, 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 B** 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 current applicable State and Federal laws and regulations which in any manner affect those employed by it or affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such applicable 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 City 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.

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:

Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955
Att: District Clerk

Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
Kari E. Wagner, PE

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, only Bill Callahan shall perform the services described in this Agreement.

Bill Callahan 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 Bill Callahan 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

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR QUALIFICATIONS AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Qualifications, **Exhibit C** 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 Qualifications and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

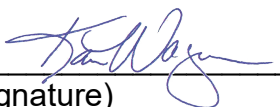
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

(Signatures on next page)

Wallace Group (CONSULTANT)

SEASIDE COUNTY SANITATION
DISTRICT

By: 
(Signature)

By: _____
(Signature)

Kari E. Wagner PE 66026

Jaime M. Fontes

Principal/Director of Water
Resources
(Title)

District Manager
(Title)

Attachments:

Exhibit A
Exhibit B
Exhibit C
Exhibit D

Scope of Work/Consultant Proposal
Insurance Requirements
Request for Proposal
Resolution

EXHIBIT A

August 21, 2023

Nisha Patel
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, California 93955

Subject: Seaside CSD FOG Program Development and Training

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for Public Works Administration services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The Seaside County Sanitation District (District) requires regulatory compliance services for the update of their FOG Control Program, conduct inspections, permit facilities and provide staff training on FOG Program implementation. The District's existing FOG Program includes approximately 156 facilities. The District requested Wallace Group to prepare a proposal for the above referenced services.

SCOPE OF SERVICES

Project Management & Meetings

This Task includes monthly coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, two (2) meetings, and other related project management activities.

FOG Program Updates

Wallace Group will review existing FOG Program documents, make recommendations for program improvements and assist the District to develop FOG Program materials associated with these updates.

FOG Database, Applications, and Permitting

Wallace Group will develop the following documents to help administer the FOG Control Program:

- FOG Program Permit Application
- FOG Program Permit Templates (Variance Permit, Grease Trap Permit, Interceptor Permit)
- FOG Program Database (Excel) for tracking inspections, application status, permit status and inspection results

FOG Inspections

Wallace Group will provide an inspector to conduct initial inspections on approximately 156 Food Service Establishments based on the spreadsheet provided by the District. If time and budget permit, follow up inspections will be conducted for facilities struggling to meet the District's FOG Control Program requirements. This scope and budget are based on conducting individual inspection cycles consisting of three days per cycle.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



FOG Program Training

Wallace Group will train District staff using the following methods:

- Development of training materials.
- Power Point Presentation outlining general District FOG Program components and providing general education on how to conduct an inspection and key items to look for that may allow FOG to pass into the District sewer system.
- Field training with selected District staff consisting of physical inspection of food service establishments in the District service area. Training will also consist of general program management, recordkeeping, and appropriate enforcement protocols.

This training budget provides three (3) days of combined classroom and field training.

Deliverables:

- Updated FOG Program Materials (PDF Format)
- Electronic copies of all completed inspection reports (PDF format)

Miscellaneous Program Support

This task consists of eight (8) hours of ongoing program support as requested by District staff.

SCHEDULE

TBD - to be coordinated with District staff based on District staff and Wallace Group staff availability. It is understood that the District would like to initiate these tasks as soon as possible.

TO BE PROVIDED BY THE CLIENT

- Verification of current list of FSE's
- District Codes/Ordinances relating to FOG Control (including M1W Ordinances)
- Access to FOG Program Software, District will manage program software
- FOG Program documents
- Letter to all FSEs announcing Wallace Group as contract inspectors and the commencement of inspections

PROJECT FEES

Wallace Group will perform the services denoted above in the proposed Scope of Services in accordance with the attached Budget Summary (Exhibit A) and Standard Billing Rates (Exhibit B). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$65,869 without receiving written authorization from the Client. Reimbursables for meals are considered at a per diem rate of \$70.00 per day.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit C) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "Kari E. Wagner".

Kari E. Wagner, PE C66026
Principal/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
cg: PP23-7934, 2022, std
Exhibit A
Exhibit B
Exhibit C

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Wallace Group Team Resource Estimate for the Seaside CSD FOG Program Management

BUDGET SUMMARY

PHASE/TASK No.	TASK DESCRIPTION	Senior Environmental Compliance Specialist HRS	Project Analyst/Inspector HRS	Misc. Direct Costs COST	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$175	\$125				
1	Project Management & Meetings	16	6		22	\$3,550	\$3,550
2	FOG Program Updates	30			30	\$5,250	\$5,250
3	Database Development and Management	3	8		11	\$1,525	\$1,525
4	FOG Applications and Permits (158 facilities)	4	86		90	\$11,450	\$11,450
5	Inspections (158 facilities)	10	205	\$5,542	215	\$27,375	\$32,917
6	FOG Program Training	46		\$779	46	\$8,050	\$8,829
7	Miscellaneous Program Support	8			8	\$1,400	\$1,400
	SUB-TOTALS	117	305	\$6,321	422	\$58,600	\$64,921
	WALLACE GROUP LABOR COSTS	\$20,475	\$38,125				\$58,600
	WALLACE GROUP DIRECT COSTS						\$6,321
	SUBCONSULTANT DIRECT COSTS						
	DIRECT COSTS OVERHEAD @					15%	\$948
	TOTAL						\$65,869

Task Budgets may fluctuate within Overall Budget

* Designates Prevailing Wage

2022 std rates apply

Exhibit B
Standard Billing Rates



Public Works Administration Services:

Project Analyst I - IV	\$115/\$125/\$135/\$145
Senior Project Analyst I - III	\$150/\$155/\$160
Senior Environmental Compliance Specialist I - III	\$165/\$170/\$175

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT B

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. 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. Except for Professional Liability and Workers Compensation, 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, except for Professional Liability, 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 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.

EXHIBIT C

REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTANTS - ENGINEERING DESIGN
SERVICES
FOR SEASIDE COUNTY SANITATION DISTRICT

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Introduction

The Seaside County Sanitation District (District) seeks Statement of Qualifications (SOQs) from qualified consulting firms or individuals to provide On-Call Engineering Design Services for miscellaneous undetermined capital improvement projects for the sewer collection system, hereinafter referred to as “CIP projects”. The selected engineering firms may be requested to help with the design of CIP projects programmed each fiscal year, pending available budgets. The District intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the District and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the Seaside County Sanitation District.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 3:00 PM Thursday, June 2, 2022 at the following address:

Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “SCSD On-Call Consultants-

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

Engineering Design Services” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member’s experience in work described under “Preliminary Scope of Services”. Describe the average project size and scope of the team member’s past projects.
3. Provide as exhibits, listings of your firm’s and its principals’ and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the “Preliminary Scope of Services”. For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the District’s standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages excluding the title sheet if provided. Minimum font size is 12 point. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper, such that scanning the document yields 10 pages of content. Front and back covers, and table of contents, if provided, will not count towards the 10-page limit. Additional information may be attached as appendices which will not count against the page limit. The District makes no assurances that any additional information in appendices will be reviewed.

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Saturday, May 7, 2022
Questions Due	Friday, May 20, 2022
Proposal Due	Thursday, June 2, 2022 at 3:00 P.M.
Proposal Ranking	June 13, 2022 – July 1, 2022
Consultant Award (tentative)	Tuesday, July 12, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the Seaside County Sanitation District Design Engineering Services Contract is included herewith.

Evaluation and Rating Criteria

District staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

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

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

Preliminary Scope Of Services

Consultant is required to provide engineering design services for various projects to be implemented throughout the District. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

- Design and Survey
- Geotechnical Investigations and Engineering
- Lift Station Design
- Hydraulic Analysis
- Sanitary Sewer System Design and Rehabilitation
- Sanitary Sewer Master Plan
- Sanitary Sewer Management Plan (SSMP)
- CCTV Review
- Value Engineering
- Construction Phase Services

B. Professional Services

- Engineering Studies and Plans
- Technical Studies and Reports
- Landscape Architecture
- Project Management
- Peer Reviews
- Coordination with Other Agencies and Utilities
- Constructability and Bidability Reviews
- On-Call Services
- Staff Augmentation
- Grant Application Submittal
- Rate Study

All materials submitted to the District will become the exclusive property of the Seaside County Sanitation District.

The consultant will not be allowed to provide services when the District determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The District may elect

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The District shall authorize all consultant quotes for tasks prior to the consultant commencing work. The District may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The District reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The District will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the prospective Consultant(s) for the District to verify all information contained therein. If the District deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.
3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the District and all presentations are at the prospective entities sole cost and expense, and the District will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the District and will become a public document.
5. The District reserves the right to request additional information from any and all prospective entities as deemed necessary by the District in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The District reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the District, is the best qualified to provide the services requested.
7. The District shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the District terminated, or that has previously been found to have violated any provision of the Seaside County Sanitation District Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The District reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

way be deemed to create a binding contract or agreement of any kind between the District and any prospective Consultant(s). The submission of Qualifications does not in any way commit the District to enter into an agreement with any prospective Consultant(s).

9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the District.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.
11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

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 Seaside County Sanitation District contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the District, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any District official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any District staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the District.

Seaside County Sanitation District – Statement of Qualifications
On-Call Consultants – Engineering Design Services

6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.

7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the District, including responses to this Request, will become the exclusive property of the District and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the District will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the District will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the District may retain any submitted information and disclose it to the District Board, and any subcommittees thereof, and the public in connection with consideration of an agreement with the District as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the District cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the District harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the District shall not be obligated to defend such suit and may release the records.



ADDENDUM No.1
For the Request for Qualifications for
On-Call Consultants – Engineering Design Services
May 23, 2022

Addendum No. 1 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Design Services.

The revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Schedule for Selection Process

SOQ's must be received by 5:00PM June 17, 2022. SOQ's received after this deadline will not be accepted.

The proposed consultant selection schedule is as follows.

Release RFQ	Saturday, May 7, 2022
Proposal Due	Friday, June 17, 2022
Proposal Ranking	June 20 to July 1, 2022
Project Award	Tuesday, July 12, 2022

If there are any questions regarding this addendum, please contact Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

Nisha Patel
PW Director / City Engineer

EXHIBIT D

RESOLUTION NO. 22-11

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

MAKING FINDINGS FOR HOLDING REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic; and

WHEREAS, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the emergency provisions suspending the Brown Act provisions would expire on September 30, 2021; and

WHEREAS, there have been continued transmission of the COVID-19 cases and most hospitalizations in Monterey County primarily due to the Delta and Omicron variants of the SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Omicron variant is far more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others; and

WHEREAS, Monterey County Health Officer continues to recommend social distancing measures for meetings of legislative bodies, or the state of emergency continues to directly impact the ability of the members to meet in person.

WHEREAS, on or about September 16, 2021, Governor Newsom signed AB361 into law which creates a new section of the Brown Act, Government Code section 54953(e), which authorizes the continuation of remote teleconference meetings without complying with provisions of noticing requirements of 54953(b) and physical location, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

WHEREAS, the District did not have sufficient business to conduct meetings in October and November. In January, the City of Seaside had a COVID outbreak which necessitated closing City Hall, and the District was unable to hold its January meeting; and

WHEREAS, the Seaside County Sanitation District now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the Seaside County Sanitation District of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code section 54953 (b)(3).

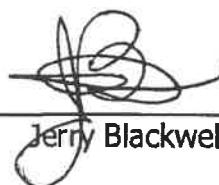
NOW, THEREFORE, BE IT RESOLVED that the Board of the Seaside County Sanitation District hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The District Board determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, along with the limited of vaccine for children under the age of 12 and the increased transmissibility of the Delta, Omicron, and other variants of the SARS-CoV-2a virus require the continuation of remote teleconference participation in the conduct of the Seaside County Sanitation District's business.
3. The District Manager and District Counsel shall ensure that all Seaside County Sanitation bodies are authorized to conduct their meetings via teleconference hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, continuing to conduct open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the District Board.

PASSED AND ADOPTED at a meeting of the Seaside County Sanitation District duly held on the 9th day of August, 2022, by the following vote:

AYES:	3	BOARD MEMBERS: BLACKWELDER, LINTELL, WIZARD
NOES:	0	BOARD MEMBERS:
ABSENT:	0	BOARD MEMBERS:
ABSTAIN:	0	BOARD MEMBERS:


Jerry Blackwelder, Chair

ATTEST:


Dominique Davis, District Clerk

EXHIBIT - A -

**On-Call List for Engineering Services
July 12, 2022
City of Seaside**

Dudek, Inc.

1630 San Pablo Avenue
Oakland, CA 94612

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Inc.

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901