



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVE * SEASIDE, CA 93955

Telephone (831) 899-6825

BOARD MEMBERS

Ralph Rubio

Chair

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

(831) 899-6825

Mary Anne Carbone

First Vice Chair

City of Sand City

1 Sylvan Park

Sand City, CA 93955

(831) 394-3054

Pat Lintell

Second Vice Chair

City of Del Rey Oaks

650 Canyon Del Rey

Del Rey Oaks, CA

93940

(831) 394-8511

DISTRICT STAFF

Craig Malin

District Manager

440 Harcourt Avenue

Seaside, CA 93955

(831)899-6203

Rick Riedl

District Engineer

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-884

Jessie Avila

Legal Counsel

County Counsel

168 West Alisal Street

Third Floor

Salinas, CA 93901

(831) 755-5313

Lesley Milton-Rerig

District Clerk

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6707

REGULAR MEETING AGENDA

Board of Directors

Tuesday, May 9, 2017 9:30 AM,

City of Seaside Conference Room

440 Harcourt Ave, Seaside, CA 93955

1.

CALL TO ORDER

Ralph Rubio

Mary Anne Carbone

Pat Lintell

Chair

First Vice Chair

Second Vice Chair

2.

ROLL CALL

3.

ORAL COMMUNICATIONS COMMENTS

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items unless authorized by law. To be able to properly identify those making comments in the meeting minutes, it would be helpful if speakers state their names. Comments shall be limited to matters not listed on the agenda.

Members of the public may comment on any matter listed on the agenda at the time the Board considers that matter. Each person's presentation is limited to a maximum of three (3) minutes.

4.

CONSENT AGENDA

A.

APPROVAL OF MINUTES FROM THE APRIL 11, 2017 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the April 11, 2017 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B.

SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR APRIL 2017

PURPOSE: Receive monthly report for sewer maintenance and stoppages for April 2017.

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

C. ADOPTION OF SANITARY SEWER USER FEE ORDINANCE

PURPOSE: The purpose of this item is to adopt Ordinance No. 21 amending Ordinance 17 to adjust the sewer user fees introduced and passed to print during the April 11th meeting.

RECOMMENDATION: It is recommended that the Board adopt Ordinance #21 to adjust the sewer user fees for fiscal year 2017-18 through fiscal year 2021-22.

5. NEW BUSINESS

A. CONSIDERATION OF A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HARRIS & ASSOCIATES FOR PROFESSIONAL SERVICES SUPPORTING THE IMPLEMENTATION OF THE SEASIDE COUNTY SANITATION DISTRICT CAPITAL IMPROVEMENT PROGRAM (CIP) IN AN AMOUNT NOT TO EXCEED \$41,880.

PURPOSE: The purpose of this item is for the SCSD board to consider awarding a professional service agreement to Harris & Associates (Harris) to provide professional services related to the implementation of the SCSD CIP for an amount not to exceed Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880).

RECOMMENDATION: It is recommended that the SCSD Board adopt a Resolution authorizing the District Manager to execute a professional services agreement with Harris & Associates to provide professional services related to implementation of the SCSD CIP for an amount not to exceed Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880).

6. 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.

7. BOARD MEMBERS COMMENTS

8. **ADJOURNMENT**

Next Regularly Scheduled Meeting:

June 13, 2017

Seaside City Hall

9:30 a.m.

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. SCSD's meetings are held at an accessible facility. 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. Agenda related writings or documents provided to the SCSD Board of Directors are available for public inspection during the meeting or may be requested from the office of the District Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

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, April 11, 2017 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

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

2. ROLL CALL

Present: Lintell, Pendergrass, Rubio

3. ORAL COMMUNICATIONS COMMENTS

Resident, Seaside Highlands, Update or progress report on the annexation process. He has not seen it on the agenda for at least half the year. They are being taxed because they don't have a voice on the Marina Coast Water District and without the annexation nothing can be done. It seems like the Board is no longer interested because it has not been on the agenda or minutes.

Patricia Famagura, Seaside Resident, had some questions regarding the sewer rate increase. Chair Rubio said that it will be discussed on agenda item 5A.

Chair Rubio asked Mr. Malin to respond to the questions. In regards to the annexation process it will be discussed at the next Board meeting. In regards to the rate increase they will discuss how those rates are calculated on agenda item 5A.

4. CONSENT AGENDA

On motion by First Vice Chair Pendergrass and seconded by Second Vice Chair Lintell and passed by the following vote the Seaside County Sanitation District approved Consent Agenda.

RESULT:	Approved
MOVER:	First Vice Chair David Pendergrass
SECONDER:	Second Vice Chair Pat Lintell
AYES:	Ralph Rubio, David Pendergrass, Pat Lintell
NOES:	None
ABSENT:	

A. APPROVAL OF MINUTES FROM THE JANUARY 10, 2017 AND FEBRUARY 14, 2017, REGULAR MEETINGS.

Action: Approved

B. JANUARY, FEBRUARY AND MARCH 2017 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT

Action: Approved

C. SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR FEBRUARY 2017 AND MARCH 2017

Action: Received

D. ACCEPT AND FILE THE SEASIDE COUNTY SANITATION DISTRICT JUNE 30, 2016 AUDITED FINANCIAL STATEMENTS

Action: Accepted

5. PUBLIC HEARING

A. SEWER USER FEE PROTEST HEARING

Legal Counsel described the protest process. Chair Rubio opened the public hearing and Assistant Engineer Leslie Llantero spoke on how we got to this point. Mr. Malin added that the rates are in EDU's rather than metering every single unit which would add cost to everyone there is analysis of the amount of flow comes from different customer classes that's how the rate is structured is an estimate of flow. Chair Rubio asked for the tally of the ballots. Chair Rubio opened up public comment. Resident asked how the customer classes were determined. Charlotte Olmo asked how do you determine the increase what was it based on? Public comment closed. Chair Rubio asked Mr. Malin to answer the questions. He responded by saying take the total cost on what it takes to operate the system in financial state and federal laws and then distribute that cost amongst customer classes so classes have greater flow more difficult flow to treat than other classes and you divide that total cost by the different classes and the number of users within each class and the district has to determine whether or not the increases are all at once or in steps? They chose to do it in steps over the course of a few years. The costs to operate the system in the financial state and federal laws how the customer classes are determine is its own science again there is different groupings of flow depending upon the type of use and what the characteristics of the flow are. Chair Rubio added that included in the operations is capital improvements and that is to replace pump stations pipes things that over time deteriorate and need to be rebuilt so that we don't have sewage spills or backups in the system. Ms. Llantero said, including capital outlay like the maintenance trucks and equipment to operate the system. Chair Rubio closed public comment and brought it back to the Board for discussion. First Vice Chair Pendergrass said that less than .70 cent increase per year is not bad that we have a tremendous infrastructure sewer pipes and we have found a way to increase the funding and continue to repair and if you let infrastructure decay the cost would be more. And believes that compare to other agencies the District has done really well and supports the increase. Chair Rubio said that we are on the lower spectrum on what we charge for our services. Chair Rubio closed public hearing; asked Clerk to tabulate the ballots. Clerk announced the results: the total numbers of ballots received were 593 the total valid ballots were 550 and 43 invalid ballots. Chair Rubio said there were 550 ballots received in protests the number that was necessary to be successful in the protest was 3,589 and we find that the protest did not reach the necessary number and we will have the number on the resolution that is attached.

On motion by Second Vice Chair Lintell and seconded by First Vice Chair Pendergrass and passed by the following vote the Seaside County Sanitation District approved the Resolution.

RESULT:	Approved
MOVER:	Second Vice Chair Pat Lintell
SECONDER:	First Vice Chair David Pendergrass
AYES:	Ralph Rubio, David Pendergrass, Pat Lintell
NOES:	None
ABSENT:	

B. SANITARY SEWER USER FEE ORDINANCE

Mr. Malin said that the ordinance which would enact the sewer fee increases and was discussed. Chair Rubio asked if the Board had any questions and then opened it up for public comment and seeing none brought it back to the Board for action. Counsel suggested waving reading of the entire ordinance as part of the motion.

On motion by First Vice Chair Pendergrass and seconded by Second Vice Chair Lintell and passed by the following vote the Seaside County Sanitation District waved the reading of the entire ordinance.

RESULT:	Approved
MOVER:	First Vice Chair David Pendergrass
SECONDER:	Second Vice Chair Pat Lintell
AYES:	Ralph Rubio, David Pendergrass, Pat Lintell
NOES:	None
ABSENT:	

6. STAFF REPORTS

None

A. RECOGNITION OF BOARD MEMBER PENDERGRASS FOR 20 YEARS OF SERVICE TO THE THE SEASIDE COUNTY SANITATION DISTRICT

Chair Rubio presented a plaque to Mr. Pendergrass for all of the work he has done for the Seaside County Sanitation District. Chair Rubio said it has been a pleasure working with Mr. Pendergrass on various boards and commission and FORA and all other places where they interact. Said it has been great working besides him and learning from him over the years. Mr. Pendergrass said he appreciate the honor and enjoyed the experience. He said the district is commendable and wishes the best for this agency and thanked the Board and the staff.

7. BOARD MEMBERS COMMENTS

None

8. ADJOURNMENT

On motion, the meeting was adjourned at 10:09 a.m.

Respectfully Submitted,

Lesley E. Milton-Rerig, District Clerk

Ralph Rubio, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: May 9, 2017

**SUBJECT: SEASIDE COUNTY SANITATION DISTRICT OPERATIONS
REPORT FOR APRIL 2017**

PURPOSE

Receive monthly report for sewer maintenance and stoppages for April 2017.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for April 2017.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report - April 2017
 2. Flush Map
-

Reviewed for Submission By:

Craig Malin, District Manager

Seaside County Sanitation District Operations Report

Fiscal Year 2016/2017 Month of April

	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
Main Line Flushed	15,905	15,905	9,522	9,522	12,052	178,430	37,479	203,857
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	2,173	190	1,520	3,570	32,446	4,022	36,139
Stoppages								
Main Line		5		0	2	14	2	19
Laterals		1		0	1	17	1	18

Sewer Repairs

Repaired main line - replaced 43" of 6"VCP with 43" of 6" of ABS pipe.

Sewers Video

None

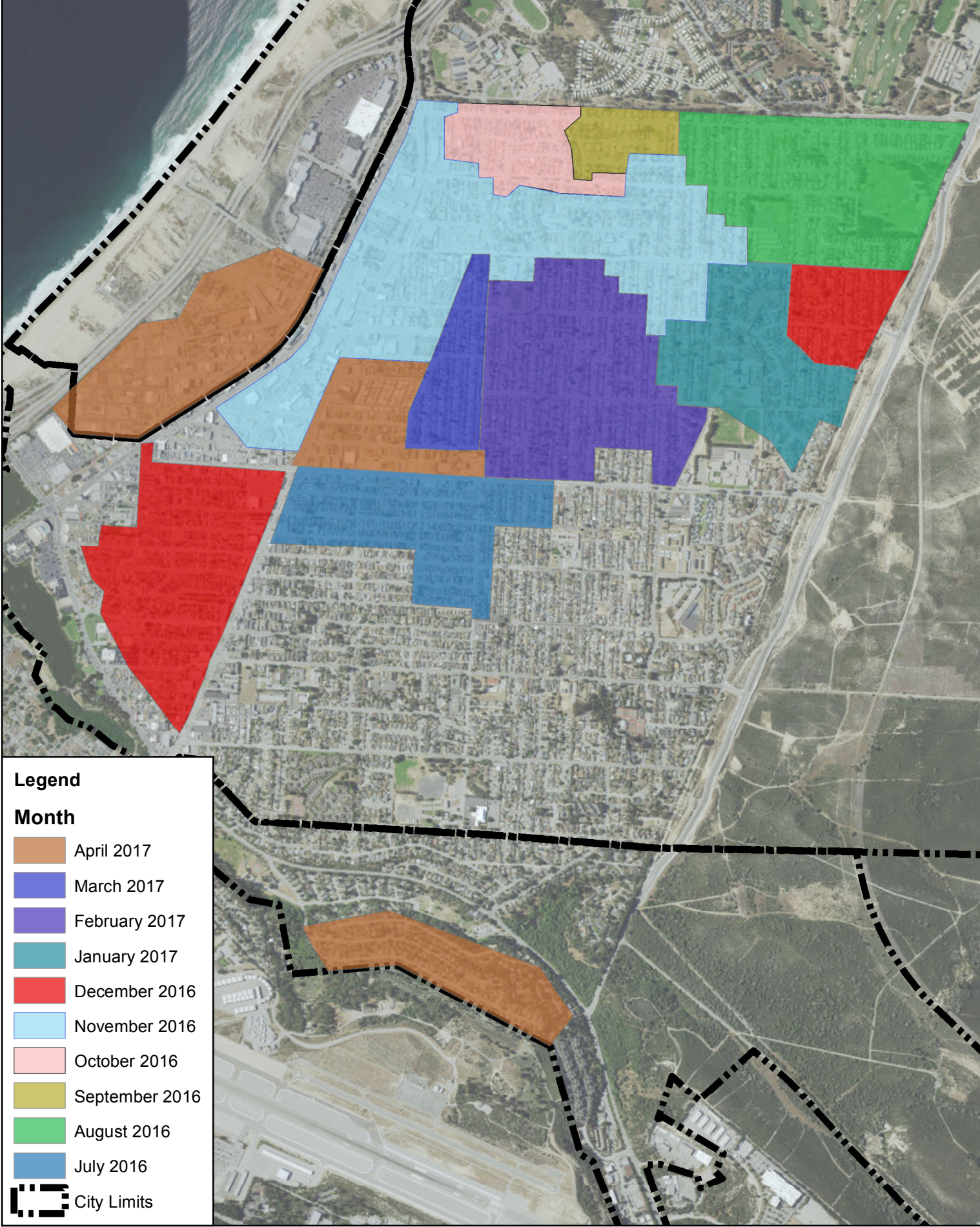
Stoppage Locations

Del Rey Oaks

Sand City

Seaside

Fremont & Palm (ML-broken pipe)
Meadow Brook Easement (ML-grease)
1269 Fremont Blvd (L)

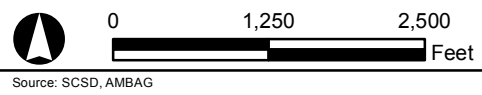


Legend

Month

- April 2017
- March 2017
- February 2017
- January 2017
- December 2016
- November 2016
- October 2016
- September 2016
- August 2016
- July 2016

 City Limits



SEASIDE COUNTY SANITATION DISTRICT

Flush Map



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: May 9, 2017

SUBJECT: ADOPTION OF SANITARY SEWER USER FEE ORDINANCE

PURPOSE

The purpose of this item is to adopt Ordinance No. 21 amending Ordinance 17 to adjust the sewer user fees introduced and passed to print during the April 11th meeting.

RECOMMENDATION

It is recommended that the Board adopt Ordinance #21 to adjust the sewer user fees for fiscal year 2017-18 through fiscal year 2021-22.

BACKGROUND

During the April 11, 2017 Regular Meeting the District Board confirmed the District Clerks determination of the outcome of the protest ballot that a majority protest has not been achieved, and introduced and passed to print the draft Ordinance No. 21 Amending District Ordinance No. 20 Establishing the Rates for Sewer User Fees for Fiscal Year 2017-18 through Fiscal Year 2021-22. This item is the second reading and opportunity for adoption of the ordinance as passed on April 11th.

FISCAL IMPACT

There is no fiscal impact associated with adopting this ordinance. Once enacted, the District will implement the new fee schedule as directed in the ordinance.

ATTACHMENTS

1. Ordinance
-

2. Exhibit A Rates

Reviewed for Submission By:

Craig Malin, District Manager

ORDINANCE No. 21

AN ORDINANCE AMENDING DISTRICT ORDINANCE NO. 17 ESTABLISHING THE RATES FOR THE SEWER USER FEES FOR FISCAL YEAR 2017-18 THROUGH FISCAL YEAR 2021-22

District Counsel Summary

This ordinance amends District Ordinance No. 20 adopted June 14, 2016. This bill substantially retains the provisions of District Ordinance No. 17. Section 3, relating to fees, of Ordinance No. 17 is revised and a new rate schedule (Exhibit A) for fiscal year 2017-18 to fiscal year 2021-22 replaces the rate schedule that applied in fiscal years 2011 through 2016. The effect of the amendments is to set the sewer rates for fiscal year 2017-18 to fiscal year 2021-22 at a level commensurate with the reasonable costs of providing sewer services by the District.

THE BOARD OF DIRECTORS OF THE SEASIDE COUNTY SANITATION DISTRICT
DOES ORDAIN AS FOLLOWS:

SECTION A. Ordinance No. 17 is amended to read as follows:

Section 1. Sewer User Fee. There is hereby established and assessed against every user of the sanitary sewer system of the Seaside County Sanitation District a fee for the use of said sanitary sewer system in the amount set forth herein.

Section 2. User Defined. User shall mean any person, firm or corporation who makes or maintains a connection to the sanitary sewer system of the Seaside County Sanitation District. For the purpose of establishing liability for payment of said fees, the user shall be rebuttably presumed to be the person, firm, or corporation who has contracted with the servicing public utility for sewer service.

Section 3. Fees. The sewer rate increase is based on a 15-year debt scenario spreading the rate increases over a period of six years as shown in the table attached hereto as Exhibit A and incorporated by this reference. The rates will be increased on an annual basis within the 5-year period unless otherwise amended by the District Board.

Section 4. Increased Fees. Fees shall be increased annually, on a Fiscal Year basis, in accordance with Section 3 above.

Section 5. Collection of Fees/Delinquencies. Fees charged pursuant to this ordinance shall become due and payable at the same time and in the same manner as the Monterey Regional Water Pollution Control Agency fee. Any fee shall become delinquent if not paid within thirty (30) days after mailing or delivery of notice thereof. Any fee that becomes delinquent shall have added to it a penalty charge equal to ten percent (10%) of the fee that became delinquent.

Section 6. Monterey Regional Water Pollution Control Agency Authorized to Collect Fees. The Monterey Regional Water Pollution Control Agency is hereby authorized to collect the fees assessed by this ordinance. The Seaside County Sanitation District Manager is authorized to execute an agreement with Monterey Regional Water Pollution Control Agency to collect said fees and to pay the Monterey Regional Water Pollution Control Agency its cost of collection.

SEASIDE COUNTY SANITATION DISTRICT ORDINANCE No. 21

Section 7. Implementation Date. The sewer service charge adopted pursuant to this ordinance shall be charged from and after July 1, 2017, but in no case sooner than thirty (30) days after the adoption of this ordinance beginning on the 1st day of the month thereafter, and shall be billed at the next regular billing cycle, thereafter, of the Monterey Regional Water Pollution Control Agency.

Section 9. [Reserved].

Section 8. Severability. It is hereby declared to be the intention of the Board of Directors that the sections, sentences, clauses and phrases of this ordinance are severable, and if any section, sentence, clause or phrase is held be unconstitutional by valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect the remaining sections, sentences, clauses or phrases of this ordinance.

Section 10. Effective Date. This ordinance shall take effect and be in force immediately upon the passage and adoption hereof and implementation by the Agency shall take place no sooner than thirty (30) days following the date of the adoption of this ordinance in accordance with Section 7 of this ordinance. Thus, the Agency shall continue to collect fees pursuant to District Ordinance No. 17, adopted July 12, 2011, until the first of the month following the thirty days following the date of adoption of this Ordinance.

This Ordinance was introduced by Noticed Public Hearing held at a regular meeting on the 11th day of April 2017.

SECTION B. Amendments to District Ordinance No. 17, adopted herein, shall become effective immediately upon adoption. However, the fee increases adopted pursuant to this Ordinance shall be implemented by the Agency in accordance with Sections 7 and 10 of this ordinance.

NOW THEREFORE BE IT ORDAINED The foregoing ordinance was passed to print at a noticed public hearing held at a regular meeting of the Board of Directors of the Seaside County Sanitation District held on the 11th day of April 2017 and adopted the 9th day of May 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Chair
Seaside County Sanitation District

Attest:

By: _____
Lesley Milton-Rerig, District Clerk

EXHIBIT A
SEWER RATES FY 2017-2018 THROUGH FY 2021-2022

Description	Category Code [1]	Units	Sewer Rate per Month [2]				
			FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Business/Gov't	001-099 [3]	Location/Each Business	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Residential-Vacant	101	Each Living Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential/Apartments	102	Each Living Unit	\$13.59	\$14.27	\$14.98	\$15.73	\$16.52
Residential/Apartments	105	Each Living Unit	\$13.59	\$14.27	\$14.98	\$15.73	\$16.52
Residential-Vacant	106	Each Living Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Condo/Retirement	107	Each Living Unit	\$13.59	\$14.27	\$14.98	\$15.73	\$16.52
Minimum/Vacancy	211	Location/Each Business	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Motel/Hotel	221	Each Room	\$5.89	\$6.19	\$6.50	\$6.82	\$7.17
Bed & Breakfast Inn	222	Each Room	\$3.88	\$4.08	\$4.28	\$4.49	\$4.72
Supermarkets	231	Location	\$57.30	\$60.16	\$63.17	\$66.33	\$69.64
Medical Office	241	Each Licensed Physician	\$14.02	\$14.72	\$15.46	\$16.23	\$17.04
Dental Office	242	Each Licensed Dentist	\$19.34	\$20.31	\$21.32	\$22.39	\$23.51
Rest Home/Convalescent	243	Each Bed of Licensed Capacity	\$3.88	\$4.08	\$4.28	\$4.49	\$4.72
General Hospital	244	Each Bed of Licensed Capacity	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96
Animal Hospital	245	Location/Each Licensed Business	\$25.59	\$26.87	\$28.22	\$29.63	\$31.11
Restaurant 1 meal/day	261	Each Restaurant Seat	\$0.50	\$0.53	\$0.55	\$0.58	\$0.61
Restaurant 2 meals/day	262	Each Restaurant Seat	\$0.79	\$0.83	\$0.87	\$0.92	\$0.96
Restaurant 3 meals/day	263	Each Restaurant Seat	\$1.51	\$1.59	\$1.66	\$1.75	\$1.84
Restaurant with Bar	264	Each Restaurant Seat	\$1.51	\$1.59	\$1.66	\$1.75	\$1.84
Bar	265	Location/Each Business	\$22.79	\$23.93	\$25.12	\$26.38	\$27.70
Nightclub	266	Location/Each Business	\$68.29	\$71.71	\$75.29	\$79.06	\$83.01
Takeout Food - Small	267	1 Cash Register or Checkout Line	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93
Takeout Food - Medium	268	2 or 3 Cash Registers or Checkout Lines	\$62.62	\$65.75	\$69.03	\$72.48	\$76.11
Takeout Food - Large	269	4 or More Cash Registers or Checkout Lines	\$114.16	\$119.87	\$125.86	\$132.15	\$138.76
Bakery	270	Location/Each Business	\$20.63	\$21.66	\$22.75	\$23.88	\$25.08
Theater	281	Per Screen @ Each Location	\$33.86	\$35.55	\$37.33	\$39.20	\$41.16
Bowling Center	282	Location/Each Business	\$103.02	\$108.17	\$113.58	\$119.25	\$125.22
Gym	283-289 [4]	Per 500 members	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Mortuary	290	Location/Each Business	\$27.82	\$29.21	\$30.67	\$32.21	\$33.82
School (Minimum)	291	Location/Each Business	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
School (Grades 0-6)	292	School Population	\$0.14	\$0.15	\$0.16	\$0.17	\$0.17
School (7-College)	293	School Population	\$0.29	\$0.30	\$0.32	\$0.33	\$0.35
Boarding School	294	School Population	\$2.88	\$3.02	\$3.17	\$3.33	\$3.50
Instructional Facility	295	Location/Each Business	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Church	296-297 [5]	Per 100 members	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Photo / Laboratory / Printer	301-326 [3]	Per 10 employees	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Service Station/Garage	331-332	Location/Each Business	\$10.06	\$10.57	\$11.10	\$11.65	\$12.23
Paint and Body Shops	341-346 [3]	Per 10 employees	\$10.50	\$11.02	\$11.57	\$12.15	\$12.76
Commercial Laundry	352	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Dry Cleaner	353	Location/Each Business	\$34.72	\$36.46	\$38.28	\$40.20	\$42.21
Laundromat	354	Each Washing Machine	\$9.13	\$9.59	\$10.07	\$10.57	\$11.10
Major Hotel	361	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Car Wash	366	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Special User	401	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Rec Sports Facility	407	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Ground Water	410	Per 100 GPD of water usage	\$7.19	\$7.55	\$7.93	\$8.32	\$8.74
Annual Percentage Increase			5.00%	5.00%	5.00%	5.00%	5.00%

[1] Category established by Monterey Regional Water Pollution Control Agency.

[2] If approved, sewer rates shown would be effective as of July 1 of each year.

[3] For FY 17-18, sewer rate increases by \$10.50 for every 10 employees. Escalates by 5% thereafter.

[4] For FY 17-18, sewer rate increases by \$10.50 for every 500 members. Escalates by 5% thereafter.

[5] For FY 17-18, sewer rate increases by \$10.50 for over 100 members. Escalates by 5% thereafter.



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: May 9, 2017

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HARRIS & ASSOCIATES FOR PROFESSIONAL SERVICES SUPPORTING THE IMPLEMENTATION OF THE SEASIDE COUNTY SANITATION DISTRICT CAPITAL IMPROVEMENT PROGRAM (CIP) IN AN AMOUNT NOT TO EXCEED \$41,880.

PURPOSE

The purpose of this item is for the SCSD board to consider awarding a professional service agreement to Harris & Associates (Harris) to provide professional services related to the implementation of the SCSD CIP for an amount not to exceed Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880).

RECOMMENDATION

It is recommended that the SCSD Board adopt a Resolution authorizing the District Manager to execute a professional services agreement with Harris & Associates to provide professional services related to implementation of the SCSD CIP for an amount not to exceed Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880).

BACKGROUND

The SCSD updated the Sewer Master Plan in 2011. The Master Plan identified deficiencies in the sewer system and recommended capital improvement projects, capital outlay, and maintenance activities for the safe and efficient operation of the system. The Master Plan identified projects necessary to address existing deficiencies of the system and are programmed into the SCSD CIP.

In order to implement the Districts CIP, a request for proposals was released in May of 2016 to professional engineering firms to perform professional services related to implementation of the

CIP. These services 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 district staff in a timely manner.
- Provide CEQA review.

The SCSD received five proposals which were reviewed by a professional panel. The proposals were rated based upon quality of the firm, staffing, experience, professional standing, proposal content and organization, and ability of firm to respond to request for services in a timely manner. Based upon these criteria, the panel created a shortlist of three firms qualified to perform the work. Interviews were held on June 30, 2016 utilizing the City Administrators of Sand City and Del Rey Oaks and the District Engineer for the Seaside County Sanitation District as the interview panel. The interview panel chose Harris & Associates (Harris) as the most qualified firm based upon the interview results and the rating criteria outlined in the RFP.

SCSD staff negotiated a professional services agreement, attached, which includes the scope of work and fee for project management, professional services, and the procurement of a construction contractor for the design and construction of three lift stations. The scope of work also includes the management of the CIP. Additional projects in the CIP could be awarded to Harris through change orders to the proposed agreement. The following CIP projects are included in Harris scope of work.

Del Monte Lift Station Upgrades, - The current Del Monte Lift Station wet well operating volume is inadequate for existing inflow, causing low emergency response time. The proposed upgrades include lining the wet well, installing a bypass, installing an emergency power generator, and installing an overflow tank for the wet well. The proposed upgrades would increase the response time and would allow a temporary pump to be installed in case of an emergency. Phase 1 of the project design has been completed and includes installing the bypass and lining the wet well. The design of the emergency power generator and overflow tank are underway. The budget for fiscal year 2017 is for completing the design and construction.

Rosita Lift Station Upgrades - The Rosita Lift Station is in poor condition and has insufficient operating volume causing excessive pump cycling. This upgrade project would abandon the existing emergency by-pass line to the creek, re-align pump bases, replace slide rail connections and lift chains, coat the inside of the wet well, reroute emergency generator conduit, and install an emergency overflow tank. The design is complete. The budget for fiscal year 2017 is for

construction.

Military Lift Station Replacement - The existing Military Lift Station is in poor condition and experiences high levels of inflow and infiltration during storm events. The lift station will be replaced with a new station. The design is complete. The budget for fiscal year 2017 is for construction.

FISCAL IMPACT

The funding necessary for project management services is included in the adopted CIP budget.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission By:

Craig Malin, District Manager

RESOLUTION NO. 2017- XX (SCSD)

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$41,880.00) TO PROVIDE PROFESSIONAL SERVICES SUPPORTING THE IMPLEMENTATION OF THE CAPITAL IMPROVEMENT PROGRAM

WHEREAS, the Seaside County Sanitation District (SCSD) created a Capital Improvement Program (CIP) that recommends capital improvement projects, capital outlay, and maintenance activities for the safe and efficient operation of the sewer collection system; and

WHEREAS, implementation of the District's CIP requires professional management services; and

WHEREAS, the SCSD issued a Request for Proposals (RFP) to provide professional services to implement the CIP; and

WHEREAS, five proposals were submitted to the SCSD in response to the RFP for professional services to implement the CIP; and

WHEREAS, the evaluations by City Administrators of Sand City and Del Rey Oaks and the District Engineer for the Seaside County Sanitation District determined that Harris & Associates of Salinas California is the most qualified firm of those that submitted a proposal to perform the requested professional services for the District; and

WHEREAS, the District has determined that professional services are required to complete the CIP; and

WHEREAS, Harris & Associates submitted a scope of work and fee estimate to perform the work.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District award a Professional Services Agreement to Harris & Associates for an Amount Not to Exceed Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880.00) attached hereto as Exhibit "A" and authorize the District Manager to execute the agreement.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 9th day of May 2017, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Ralph Rubio, Chair
Seaside County Sanitation District

ATTEST:

Lesley Milton-Rerig District Clerk
Seaside County Sanitation District

SEASIDE COUNTY SANITATION DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
Capital Improvements Projects Management

THIS AGREEMENT, is made and effective as of May 9, 2017, between the Seaside County Sanitation District, a municipal corporation ("SCSD") 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 May 9, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless terminated sooner 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, in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. Consultant shall perform its tasks in a safe and skillful manner and 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. Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein.

4. SCSD MANAGEMENT

District Engineer shall represent SCSD 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. SCSD's Manager shall be authorized to act on SCSD'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 SCSD 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 Forty-One Thousand Eight Hundred Eighty Dollars (\$41,880.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this

Agreement for Consultant Services
Capital Improvements Projects Management

Agreement.

(b) The District Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require SCSD Board approval. Any contracts, including contract amendments, that exceed the total threshold, which do not have SCSD Board approval, shall be void.

- (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 SCSD 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 SCSD 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 SCSD 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 SCSD 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 SCSD. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the SCSD 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, SCSD 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 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 SCSD shall have the right,

Agreement for Consultant Services
Capital Improvements Projects Management

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 SCSD 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 SCSD or its designees at reasonable times to such books and records; shall give SCSD the right to examine and audit said books and records at 440 Harcourt Avenue, Seaside, California; shall permit SCSD to make transcripts there from 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 at the Seaside County Sanitation District's City Hall for a minimum 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 SCSD and may be used, reused, or otherwise disposed of by the SCSD without the permission of the Consultant. With respect to computer files, Consultant shall make available to the SCSD, at the SCSD's office and upon reasonable written request by the SCSD, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless SCSD and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all 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, error, omission or willful misconduct of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the SCSD under this Indemnity Agreement that is permitted by law shall be provided by Consultant.

(b) Indemnification for Other Than Professional Liability. Consultant shall

Agreement for Consultant Services
Capital Improvements Projects Management

indemnify, defend and hold harmless SCSD, its governing boards, directors, officers, and any and all of its employees, officials and agents from and against any injury, death, damage, loss of use, liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, however not to exceed the contract amount, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of (or are alleged to arise out of), are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant. Provided, Consultant shall not be required to defend or indemnify SCSD only for liability arising from the sole negligence or willful misconduct of SCSD.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of SCSD to monitor compliance with these requirements imposes no additional obligations on SCSD and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend SCSD as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of SCSD under any provision of this agreement, Consultant shall not be required to defend indemnify and hold harmless SCSD or any of the Indemnified Parties for liability attributable to the negligence or willful misconduct of SCSD or any of the Indemnified Parties, provided such negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where SCSD or any of the Indemnified Parties is shown to have caused negligence or willful misconduct and where SCSD's or any of the Indemnified Parties' negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the ~~active~~ negligence or willful misconduct of SCSD or any of the Indemnified Parties.

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 SCSD 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 SCSD nor any of its officers, employees, or agents shall have control

Agreement for Consultant Services
Capital Improvements Projects Management

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 SCSD. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against SCSD, or bind SCSD 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, SCSD shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for SCSD. SCSD 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 SCSD, 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 Seaside County Sanitation District 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 Seaside County Sanitation District 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 SCSD to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of SCSD, 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 SCSD's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

Agreement for Consultant Services
Capital Improvements Projects Management

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the SCSD. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives SCSD notice of such court order or subpoena.

(b) Consultant shall promptly notify SCSD should Consultant, its officers, employees, agents, or sub consultants 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 there under or with respect to any project or property located within the SCSD. SCSD 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 SCSD and to provide the opportunity to review any response to discovery requests provided by Consultant. However, SCSD's right to review any such response does not imply or mean the right by SCSD to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the SCSD or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the SCSD or the study area prior to the completion of the work under this Agreement.

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 SCSD: Seaside County Sanitation District
440 Harcourt Avenue
Seaside, California 93955
Attention: District Clerk

Agreement for Consultant Services
Capital Improvements Projects Management

To Consultant: Harris & Associates
2 Salinas Street, Suite B
Salinas, CA 93901
Attention: Frank S. Lopez
Director, Engineering Services

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 SCSD. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Frank Lopez, shall perform the services described in this Agreement.

Frank Lopez may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide SCSD fourteen (14) days' notice prior to the departure of Frank Lopez from Consultant's employ. Should he/she leave Consultant's employ, the SCSD 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 SCSD 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 SCSD 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 Monterey County, or the federal district court with jurisdiction over the Seaside County Sanitation District.

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.

Agreement for Consultant Services
Capital Improvements Projects Management

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of SCSD'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"** hereto. In the event of conflict, the requirements of SCSD's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. 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.

23. CONFLICT OF INTEREST

Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract. If SCSD determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SCSD disclosing Consultant's and/or such other person's financial interests.

24. NON-DISCRIMINATION

Throughout the performance of this Agreement, Consultant will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, sexual orientation, gender identity or any other status protected under federal, state or local law, either in Consultant's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

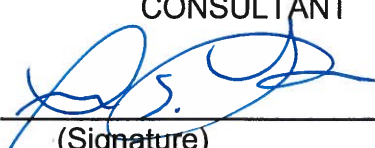
Agreement for Consultant Services
Capital Improvements Projects Management

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

Seaside County Sanitation District

CONSULTANT

By: _____
District Manager

By:  _____
(Signature)
Frank S. Lopez, Director, Engineering
Services

Date: _____

Date: 4/27/2017

Approved As To Form: _____
District Counsel

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April 17, 2017

Rick Riedl, District Engineer
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

Subject: Scope and Fee to Provide Project Management and Environmental Permitting Services for Lift Station Upgrades for Military, Rosita and Del Monte Lift Stations
Engineering Services Contract - Task #1

Seaside County Sanitation District (SCSD) distributed a Request for Qualifications (RFQ) for assistance with delivering Capital Improvement Projects (CIP), complying with applicable environmental permitting and providing construction management/inspection services. Harris was selected to provide these services and this proposal serves as our initial proposal to address the first task from the District.

The District currently has three lift stations in various phases of design and would like Harris to assist with delivering these projects. The District's consultant, E2 Consulting Engineers, developed Plans Specifications and Estimate (PS&E) package for the Military, Rosita, and Del Monte Lift stations back in 2013. We understand that E2 Consulting Engineers will be asked to update the PS&E package. This proposal is to assist the District with providing Project Management services to delivery these projects through the bid process and prepare the necessary documenting to address environmental permits. This also includes oversight of E2 Consulting Engineers.

The information in this scope of work is based on a review of the District's CIP Program for 2016/2017, Contract Documents Volume II for the construction of the three lift station upgrades, and aerial photographs of the three lift station sites.

I. PROJECT DESCRIPTION.

A. Military Lift Station:

The Military Lift Station is located on the north side of Military Avenue, just west of the Military Avenue/Highland Street intersection, in the City of Seaside, outside the Coastal Zone. The lift station site is in a residential area, situated between two residences, with a strip of undeveloped open space to the north.

The existing Military Lift Station is in poor physical condition and experiences high levels of inflow and infiltration during storm events. The Lift Station project proposes to replace the station in its entirety, with a new station that matches existing pump and wet well capacity.

The following scope assumes that the open space to the north is not a creek, drainage or sensitive habitat that would be adversely impacted by the project. It does not appear to be

based on review of aerial photographs, but this will be confirmed with a site visit. This scope also assumes that the replacement facility will be in the same general location and will not substantially increase capacity, but rather accommodate existing pump and wet well capacity.

CEQA: Notice of Exemption and supporting documentation. The project would be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15302 Replacement or Reconstruction (Class 2). Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Exceptions to using this exemption include a project on a hazardous waste site or if there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Coastal Permit: Not applicable. The project is not in the Coastal Zone.

B. Rosita Lift Station:

The Rosita Lift Station is located at the corner of Rosita Road and Angelus Way (northwest side of the intersection) in the City of Del Rey Oaks, outside the Coastal Zone. The lift station site is in a predominately residential area, with a church west of the site and a creek and open space across the street to the south.

The Rosita Lift Station is in fair to poor condition and has insufficient operating volume causing excessive pump cycles per hour. This upgrade project proposes to: plug the existing by-pass line to the creek, increase operating volume by changing pump set points, re-align pump bases, replace slide rail connections and lift chains, reroute emergency generator conduit, fix or install a new vault lid, and install a drain to prevent standing water in the vault.

The following scope assumes that all work would be internal and at the pump station site, and there would be no work on the south side of the roadway near the open space and creek.

CEQA: Notice of Exemption and supporting documentation. The project would be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15301 Existing Facilities (Class 1). Class 1 consists of the operation, repair, maintenance or minor alteration of existing public facilities or mechanical equipment with negligible or no expansion of the existing use. Exceptions to using this exemption include a project on a hazardous waste site or if there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Coastal Permit: Not applicable. The project is not in the Coastal Zone.

C. Del Monte Lift Station:

The current Del Monte Lift Station wetwell operating volume is inadequate for existing inflow, causing excessive pump cycling and low emergency response time. This upgrade proposes to install a bypass to the wetwell, allowing for emergency pumping in the case of pump failure. In

addition, a field investigation and corresponding analysis is required to determine if operating volume can be increased within the existing wetwell, or by utilizing the portion of the wetwell that was abandoned under a previous project. The Del Monte Lift Station is located at the corner of Del Monte Avenue and Canyon Del Rey Boulevard (northwest of the intersection) in the City of Seaside, within the Coastal Zone. The lift station site is adjacent to a recreation trail, Roberts Lake, and a major intersection, with commercial land uses across the street.

The following scope assumes that all work would be internal and at the pump station site, there would be no impacts to Roberts Lake, and construction activities including any tree trimming/removal, would be in accordance with the Seaside Municipal Code and Seaside Local Coastal Program (LCP).

CEQA: Notice of Exemption and supporting documentation. The project would be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15301 Existing Facilities (Class 1). Class 1 consists of the operation, repair, maintenance or minor alteration of existing public facilities or mechanical equipment with negligible or no expansion of the existing use. Exceptions to using this exemption include a project on a hazardous waste site or if there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Coastal Permit: CAP/CDP. The project site is located within the Coastal Zone within the City of Seaside, in the Roberts Lake Subarea, and thus subject to the Seaside Local Coastal Program (LCP), including the policies contained in the LCP Land Use Plan (LUP) and implementing measures in the Coastal Implementation Plan (CIP). All “development” activities require a Coastal Administrative Permit (CAP) or a Coastal Development Permit (CDP). “Development” is broadly defined and includes the placement of any solid material on land, grading/removing any materials, and reconstructing/altering the size of any structure including municipal utilities. Therefore, the lift station upgrade project may require a CAP/CDP.

- A CAP is for development associated with a use that is listed as a Principally Permitted use in the respective category within the applicable zoning district and that is consistent with the LCP, requires no discretionary approval other than a Coastal Permit, and has no adverse effect either individually or cumulatively on coastal resources, including public access.
- A CDP is for development associated with a use that is listed as a Conditional Allowable use in the respective category within the applicable zoning district or any other development not meeting the criteria for a CAP.

There are exemptions for certain minor projects, including Repair and Maintenance Activities, that “do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities including activities determined by the Public Works Division as necessary and routine maintenance of stormwater systems or infrastructure in order to prevent flooding, hazard, etc.”

This scope includes coordination with the City of Seaside to confirm the CEQA documentation and determine the appropriate Coastal Permit or if the exemption applies. Assuming a CAP or CDP is required, this scope includes preparation of the CAP/CDP application and development of supporting documentation demonstrating compliance with the LCP. We will identify the relevant policies and requirements from the LUP and CIP, and work with the District to incorporate these into the project description and contract specifications to ensure compliance. For example, there are measures to protect the resources associated with Roberts Lake and the designated “Coastal Recreation Trail” adjacent to the lift station.

This scope does not include preparation of a CEQA initial study/negative declaration or environmental impact report, participation in public hearings or payment of application fees, or other activities beyond the above description.

D. CIP Delivery

In addition to the projects above, the District would like assistance with programming projects identified in the District CIP so that improvements to the District infrastructure can be performed.

II. SCOPE OF WORK

This Task Order is to provide Project Management and Permitting services for the Design Phase of the three lift stations as well as Program Management for the CIPs. Harris will provide the following services:

Task Description	Our Approach	Deliverables
1.0 Project Management		
1.1 Design Consultant Oversight	We will coordinate directly with E2 Consulting Engineers and monitor their effort while they provide final design of the three lift station projects to ensure they provide the agreed upon deliverables. This task also includes attending meetings with the consultant, providing direction, review of the PS&E package and reviewing/approving monthly invoices. We will also perform site visits to understand impacts, constraints and issues.	Monthly progress report.
1.2 Coordination with the District	Harris will meet with the District Engineer on a regular basis to provide a status of projects and to receive direction. A brief progress report will accompany each monthly Harris invoice, which will summarize the budget and schedule status, issues resolved and unresolved, and “next steps.”	Monthly progress report.

Task Description	Our Approach	Deliverables
1.3 Constructability Review	Review contract documents for biddability and constructability. Look for problem areas that could lead to delays, disputes, and change orders during construction. Look for problems that could arise during bid process.	Memorandum with recommendations.
1.4 Assistance with Bid Process	Harris will assist the District with advertising the PS&E package provided by the design consultant. This includes attending pre-bid meetings, coordination with potential contractors and issuing addendums prepared by the design consultant.	Development of Staff Report for Contractor Award
2.0 Permitting		
2.1 CEQA for Military Lift Station	We will prepare a Notice of Exemption (NOE) in accordance with CEQA Guidelines Section 15302 Replacement or Reconstruction (Class 2).	NOE and supporting Documentation
2.2 CEQA for Rosita Lift Station	We will prepare a Notice of Exemption (NOE) in accordance with CEQA Guidelines Section 15302 Replacement or Reconstruction (Class 2).	NOE and supporting Documentation
2.3 CEQA and Coastal Permit for Del Monte Lift Station	We will prepare a Notice of Exemption (NOE) in accordance with CEQA Guidelines Section 15302 Replacement or Reconstruction (Class 2). We will coordinate with the District Engineer to determine the appropriate compliance approach to address the Coastal Zone requirements. This scope includes preparation of the CAP/CDP application and development of supporting documentation demonstrating compliance with the LCP. We will identify the relevant policies and requirements from the LUP and CIP, and work with the District to incorporate these into the project description and contract specifications to ensure compliance.	NOE and supporting Documentation Coastal Permit

Task Description	Our Approach	Deliverables
3.0 CIP Management		
3.1 CIP Management	We will coordinate with the District Engineer to understand the priority projects from the District CIP list. We will develop a schedule to program the CIP so projects can be designed and constructed as budget permits. This task includes meetings with the District Engineer and attending SCSD Board Meetings as budget permits.	CIP Schedule and Summary of Priority Projects. Preparation of staff reports for District Board Meetings

Our level of effort will be provided on an “hourly not-to-exceed” basis as shown in the attached Exhibit A. Additional efforts (i.e. additional task items unforeseen at the authoring of this task order) will be provided under a subsequent authorization.

Please contact me directly at (831) 233-9242 with any questions regarding this scope and fee.

Regards,
HARRIS & ASSOCIATES, Inc.



Frank S. Lopez, PE, QSD, CFM
Director, Engineering Services

Accepted:

By: Seaside County Sanitation District

Date

LEVEL OF EFFORT - EXHIBIT A

Exhibit A
HARRIS ASSOCIATESSEASIDE COUNTY SANITATION DISTRICT
PROJECT MANAGEMENT ENVIRONMENTAL PERMITTING SUPPORT FOR
MILITARY, ROSITA AND DEL MONTE LIFT STATION PROJECTS AND CIP MANAGEMENT

TASK, PHASE, DESCRIPTION	STAFF					
	Project Director <i>F Lopez</i> HOURS	Project Engineer <i>TBD</i> HOURS	Construction Manager <i>D. Van Horn</i> HOURS	ENV Permit Lead <i>K. Giberson</i> HOURS	Permit Analyst <i>S. Bane</i> HOURS	TOTALS
1.0 PROJECT MANAGEMENT						
1.1 Design Consultant Oversight	24	16				
1.2 Coordination with the District	24	16		2	2	
1.3 Constructability Review			16			
1.4 Assistance with Bid Process	8	16	4			
SUBTOTAL HOURS	56	48	20	2	2	128
SUBTOTAL DOLLARS	\$11,200	\$7,680	\$3,800	\$380	\$290	\$23,350
2.0 ENVIRONMENTAL PERMITTING						
2.1 CEQA for Military Lift Station	2			2	8	
2.2 CEQA for Rosita Lift Station	2			2	6	
2.3 CEQA and Coastal Permit for Del Monte Lift Station	2			2	16	
SUBTOTAL HOURS	6	0	0	6	30	42
SUBTOTAL DOLLARS	\$1,200	\$0	\$0	\$1,140	\$4,350	\$6,690
3.0 CIP MANAGEMENT						
3.1 CIP Management	40	24				
SUBTOTAL HOURS	40	24	0	0	0	64
SUBTOTAL DOLLARS	\$8,000	\$3,840	\$0	\$0	\$0	\$11,840
HOURS AND COST						
HOURS PER POSITION	102	72	20	8	32	
HOURLY RATE (TYPICAL)	\$200	\$160	\$190	\$190	\$145	
HARRIS TOTAL FEE	\$20,400	\$11,520	\$3,800	\$1,520	\$4,640	\$41,880
TOTAL COST INCLUDING OPTIONAL SERVICES (NOT TO EXCEED):					Total :	\$41,880

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Client: Seaside County Sanitation District

RANGE OF HOURLY RATES

Effective through December 31, 2017

RANGES FOR ENGINEERING DESIGN AND ENVIRONMENTAL SERVICES STAFF

Project Directors	\$195-240
Project Managers	160-210
Project Engineers	125-195
Environmental Permit Lead/Project Director	180-240
Environmental Permit Analyst/Project Manager	135-180
Technical Support	75-130
Administration	65-115

RANGES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES STAFF

Construction Manager	\$180-210
Inspector (Prevailing Wage)	160-185
Inspector (Non-Prevailing Wage)	120-160
Project Coordinator	100-125

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective on the 1st of January every year thereafter. Unless otherwise indicated in the agreement, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

Rev. April 2017

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**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES
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.

**Request for Proposals
Seaside County Sanitation District Capital Improvement Projects Management**

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

**Request for Proposals
Seaside County Sanitation District Capital Improvement Projects Management**

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

**Request for Proposals
Seaside County Sanitation District Capital Improvement Projects Management**

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

Request for Proposals**Seaside County Sanitation District Capital Improvement Projects Management****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

**Request for Proposals
Seaside County Sanitation District Capital Improvement Projects Management**

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.

**Request for Proposals
Seaside County Sanitation District Capital Improvement Projects Management**

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.

Request for Proposals**Seaside County Sanitation District Capital Improvement Projects Management**

- 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

EXHIBIT A - Seaside County Sanitation District Capital Improvement Program

	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	Out Years	Project Total
Capital Improvement Projects								
1 Del Monte Lift Station Upgrades - Carry Over	\$ 1,072,779						\$ 0	\$ 1,191,250
2 Rosita Lift Station Upgrades Near Term - Carry Over	\$ 103,495						\$ -	\$ 108,220
3 942 Angelus Way Sewer Main Upgrade - Carry Over	\$ 339,472						\$ -	\$ 368,000
4 Del Rey Park Sewer Main Upgrade - Carry Over	\$ 120,120	\$ 300,300	\$ -				\$ -	\$ 420,420
5 Del Monte Blvd. Sewer Main Upgrade		\$ 265,000	\$ 1,403,940				\$ -	\$ 1,668,940
6 Military Lift Station Replacement - Carry Over	\$ 725,926						\$ (0)	\$ 788,620
7 Fremont Blvd. Sewer Main Upgrade - Carry Over	\$ 912,127	\$ 168,000	\$ 680,760.00				\$ -	\$ 1,761,760
8 Luzern St. Sewer Main Upgrade - Carry Over			\$ 75,000	\$ 474,640			\$ -	\$ 549,640
9 La Salle Ave. Sewer Main Upgrade - Carry Over				\$ 819,000			\$ -	\$ 819,000
10 Tioga Lift Station Upgrade			\$ 253,000				\$ -	\$ 253,000
11 Birch Ave. Sewer Main Upgrade					\$ 686,100		\$ -	\$ 686,100
12 Root Intrusion Sewer Main Replacement Program						\$ 1,200,000	\$ 3,585,250	\$ 4,800,000
13 Brick Manhole Upgrades							\$ 412,000	\$ 412,000
14 Drop Manhole Upgrades							\$ 500,000	\$ 500,000
15 Manhole Lids							\$ 105,000	\$ 105,000
16 Rod Hole Replacement							\$ 1,320,000	\$ 1,320,000
17 New Manhole Installations							\$ 3,309,901	\$ 3,360,000
18 Canyon Del Rey Sewer Line Replacement				\$ 160,000	\$ 403,000		\$ -	\$ 563,000
19 Highway 1 Sewer Line Cleaning - Carry Over	\$ 40,500	\$ 150,001					\$ -	\$ 200,000
20 Sutter Street Sewer Main Replacement	\$ 60,000	\$ 300,000					\$ -	\$ 360,000
21 Master Plan Update - Carry Over	\$ 120,000					\$ 163,000		\$ 610,056
Subtotal Capital Improvement Projects	\$ 3,494,420	\$ 1,183,301	\$ 2,412,700	\$ 1,453,640	\$ 1,089,100	\$ 1,363,000	\$ 9,232,151	

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Exhibit C
Attachment C – Capital Projects Status
Seaside County Sanitation District

Exhibit A to Resolution

The projects shown below are part of the work included in the Projects for the Professional Services for Capital Improvements Projects Management.

	Capital Improvement Projects	Project Phase
1	Del Monte Lift Station Upgrades	50% Design
2	Rosita Lift Station Upgrades	90% Design
3	942 Angelus Way Sewer Main Upgrade	90% Design
4	Del Rey Park Sewer Main Upgrade	To be Initiated
6	Military Lift Station Replacement	90 % Design
7	Fremont Blvd. Sewer Main Upgrade – Phase 2	To be Initiated
8	Luzern St. Sewer Main Upgrade	To be Initiated
9	La Salle Ave. Sewer Main Upgrade	To be Initiated
19	Highway 1 Sewer Line Cleaning	50% Design
20	Sutter Street Sewer Main Replacement	To be Initiated
	Geographical Information System	50% Design

EXHIBIT D

SEASIDE COUNTY SANITATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to SCSD in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to SCSD.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence, and \$4,000,000 in aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to SCSD for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of SCSD following receipt of proof of insurance as required herein. Limits are subject to review but

EXHIBIT D

in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and SCSD agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds SCSD, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against SCSD regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the SCSD or its operations limits the application of such insurance coverage.
4. 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 SCSD and approved of in writing.
5. No liability policy, except for Professional Liability, shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the SCSD, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability under General Liability or reduction of discovery period) that may affect SCSD's protection without SCSD's prior written consent.

EXHIBIT D

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to SCSD at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, SCSD has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by SCSD shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at SCSD option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to SCSD of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage, except for Professional Liability, required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to SCSD.
10. Consultant agrees that 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 required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to SCSD for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to SCSD. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self- insured retention must be declared to the SCSD. At that time the SCSD shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The SCSD 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 SCSD will negotiate additional compensation proportional to the increased benefit to SCSD.

EXHIBIT D

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of SCSD to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on SCSD nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as SCSD, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until SCSD executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to SCSD within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to SCSD, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge SCSD or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to SCSD. It is not the intent of SCSD to reimburse any third party for the cost of complying with these requirements. There

EXHIBIT D

shall be no recourse against SCSD for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to SCSD of any claim or loss against Consultant arising out of the work performed under this agreement. SCSD assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve SCSD.