SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVE * SEASIDE, CA 93955
Telephone (831) 899-6825

BOARD MEMBER

Ralph Rubio
Chair
City of Seaside
440 Harcourt Ave
Seaside, CA 93955
(831) 899-6825

Jerry Blackwelder
First Vice Chair
City of Sand City
1 Sylvan Park
Sand City, CA 9395
(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)899-6701

Rick Riedl
District Engineer
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6884

Jesse Avila
Legal Counsel
County Counsel
168 West Alisal Stree
Third Floor
Salinas, CA 93901
(831) 755-5045

Lesley Milton-Rerig
District Clerk
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6707

REGULAR **MEETING AGENDA**
Board of Directors
Tuesday, April 10, 20189:30 AM,
City of Seaside Conference Room
440 Harcourt Ave, Seaside, CA 93955

1. CALL TO ORDER

Ralph Rubio	Chair
Jerry Blackwelder	First Vice Chair
Pat Lintell	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. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATIORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property includes Wastewater Collection System Facilities owned by Marina Coast Water District the portions of Fort Ord that are within the City of Seaside. Agency Negotiator: Craig Malin, General Manager, Negotiating Parties: Marina Coast Water District. Under Negotiation: Price and Terms of Payment.

5. CONSENT AGENDA

A. APPROVAL OF MINUTES FROM THE MARCH 13, 2018 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the March 13, 2018 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVAL OF MARCH 2018 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE: Approval of expenditures for March 2018 for the Seaside County Sanitation District in the amount of $106,214.49.

RECOMMENDATION: Approve expenditures for March 2018. Total expenditures were $106,214.49.

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2018.

PURPOSE: Receive monthly report for sewer maintenance and stoppages for March 2018.

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

D. UPDATE ON THE ONGOING COORDINATION BETWEEN THE SCSD AND THE MCWD ON POTENTIAL APPLICATIONS TO THE LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY FOR THE EXPANSION OF THE SPHERE OF INFLUENCE AND SERVICE AREA ANNEXATION

PURPOSE: The purpose of this item is to provide an update to the District Board on the on ongoing coordination between the SCSD and the MCWD on potential applications to Local Agency Formation Commission of Monterey County (LAFCO) for expansion of the sphere of influence and service area annexation.

RECOMMENDATION: It is recommended that the District consider entering into an agreement with the MCWD to explore alternatives to submitting individual applications to Local Agency Formation Commission of Monterey County (LAFCO) for expansion of the sphere of influence and service area annexation.

6. NEW BUSINESS

A. ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE LIFT STATIONS UPGRADES FOR MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS PROJECT AND AUTHORIZE RE-DESIGN, ADVERTISEMENT AND SOLICITATION

PURPOSE: The purpose of this item is for the District Board to consider a resolution rejecting all Bids received for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorize re-design, advertisement and solicitation of the Project.

RECOMMENDATION: It is recommended the District Board adopt a resolution rejecting all Bids for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing re-design, advertisement and solicitation of the Project.

B. ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH E2 CONSULTING ENGINEERS FOR AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND DOLLARS ($41,000) FOR THE LIFT STATIONS UP-GRADES AND REPLACEMENT PROJECT

PURPOSE: The purpose of this item is for the District Board to consider amending an agreement with E2 Consulting Engineers to provide professional engineering services for re-designing the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project.

RECOMMENDATION: It is recommended the District Board adopt the attached resolution amending the Professional Services Agreement with E2 Consulting Engineers for an amount not to exceed Forty-One Thousand Dollars ($41,000) to provide professional engineering services for re-designing the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing the District Manager to execute the Amendment.

C. ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS ($56,358) FOR THE LIFT STATIONS UPGRADES AT MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS PROJECT

PURPOSE: The purpose of this item is to consider amending an agreement with Harris & Associates to provide professional services for bidding and construction management support for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project.

RECOMMENDATION: It is recommended the District Board adopt the attached resolution amending the professional services agreement with Harris & Associates for an amount not to exceed Fifty-Six Thousand Three Hundred Fifty-Eight Dollars ($56,358) to provide professional services for bidding and construction management support for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing the District Manager to execute the Amendment.

D. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED DOLLARS ($118,900,000) FOR THE CANYON DEL REY SEWER LINE REPLACEMENT PROJECT

PURPOSE: The purpose of this item is to consider approval of an agreement with Infrastructure Engineering Corporation (IEC) to provide professional engineering services for the Canyon Del Rey Sewer Line Replacement Project.

RECOMMENDATION: It is recommended that the District Board adopt a resolution approving the Professional Services Agreement with Infrastructure Engineering Corporation (IEC) for an amount not to exceed One Hundred Eighteen Thousand Nine Hundred Dollars ($118,900) to provide professional engineering services for the Canyon Del Rey Sewer Line Replacement Project and authorizing the District Manager to execute the Agreement.

E. RECEIVE PRELIMINARY ANALYSIS FOR PROVIDING SEWER COLLECTION SERVICE TO THE PROPOSED DEVELOPMENT IN THE CITY OF DEL REY OAKS AND PROVIDE DIRECTION TO STAFF

PURPOSE: The purpose of this item is to provide preliminary design concepts and probable cost for constructing sewer collection system improvements to a proposed development within the City of Del Rey Oaks.

RECOMMENDATION: Receive the memorandum outlining the preliminary design concepts and probable cost for constructing sewer collection system improvements to a proposed development within the City of Del Rey Oaks.

7. STAFF REPORTS

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

A. **FATS, OIL, AND GREASE (FOG) CORRESPONDENCE**

8. **BOARD MEMBERS COMMENTS**

9. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
May 8, 2018
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. 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, March 13, 2018 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

The meeting was called to order at 9:31 a.m.

2. ROLL CALL

Present: Lintell, Blackwelder, Rubio

3. ORAL COMMUNICATIONS COMMENTS

There was no public comments.

4. CONSENT AGENDA

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

RESULT:	**Approved**
MOVER:	Second Vice Chair Pat Lintell
SECONDER:	First Vice Chair Jerry Blackwelder
AYES:	Ralph Rubio, Jerry Blackwelder, Pat Lintell
NOES:	None
ABSENT:	None

A. APPROVAL OF MINUTES FROM THE FEBRUARY 13, 2018 REGULAR MEETING.

Action: Approved

B. ACCEPT AND FILE CASH AND INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2017.

Action: Accepted

C. ACCEPT AND FILE CASH AND INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2017.

Action: Accepted

D. ACCEPT AND FILE CASH AND INVESTMENT REPORT FOR QUARTER ENDING JUNE 30, 2017.

Action: Accepted

E. ACCEPT AND FILE THE SEASIDE COUNTY SANITATION DISTRICT JUNE 30, 2017 AUDITED FINANCIAL STATEMENTS

Action: Accepted

F. APPROVAL OF FEBRUARY 2018 EXPENDITURE REPORT FOR SEASIDE

COUNTY SANITATION DISTRICT.

Action: Approved

G. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR FEBRUARY 2018.

Action: Received

5. STAFF REPORTS

District Engineer, Rick Riedl, informed the Board that they are finalizing the report for the preliminary design for Del Rey Oaks for the luxury rv park have a draft from the consultant. Chair Rubio asked if we have had any continuing discussions with MCWD, District Manager, Craig Malin, responded that we have. Board requested an update on the next meeting.

6. BOARD MEMBERS COMMENTS

None

7. ADJOURNMENT

On motion, the meeting was adjourned at 9:36 a.m.

Respectfully Submitted,

_____ _____

Lesley E. Milton-Rerig, District Clerk **Ralph Rubio, Chair**

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: April 10, 2018

SUBJECT: **APPROVAL OF MARCH 2018 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.**

PURPOSE

Approval of expenditures for March 2018 for the Seaside County Sanitation District in the amount of $106,214.49.

RECOMMENDATION

Approve expenditures for March 2018. Total expenditures were $106,214.49.

BACKGROUND

The expenditure report for the month of March 2018 is attached. The cash balance as of March 31, 2018 was $6,943,068.13.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. March expenditure spreadsheet.4-2-18
2. EFT Form 4-2-18

Reviewed for Submission By:

_____

Craig Malin, District Manager

Seaside County Sanitation District
Year-to-Date 2017-2018 Expenses
March 2018

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-0-8810-0001	Admin. Salary	31,072.45	27,054.84	4,017.61
951-0-8810-0002	Overtime	1.88	1.88	-
951-0-8810-0006	Workers Compensation	6,588.54		6,588.54
951-0-8810-0009	Sick Leave Payoff			-
951-0-8810-0010	Management Leave Payoff	1,225.25	1,225.25	-
951-0-8810-0012	Vacation	2,217.79	2,217.79	-
951-0-8810-0016	Deferred Compensation	376.55	311.45	65.10
951-0-8810-0017	PARS-ARS 457			-
951-0-8810-0020	Part-Time Hourly Wages			-
951-0-8810-0030	PERS Pension Ob Bond	353.97		353.97
951-0-8810-0031	PERS Pension	3,089.87	2,736.85	353.02
951-0-8810-0032	PARS Pension	4,579.44	4,095.59	483.85
951-0-8810-0033	LIUNA Pension	27.80	18.61	9.19
951-0-8810-0041	Medical Insurance	5,115.74	3,891.06	1,224.68
951-0-8810-0051	Dental Ins	420.59	385.57	35.02
951-0-8810-0061	Vision Ins-CPIC	37.27	31.64	5.63
951-0-8810-0071	LTD	140.70	102.22	38.48
951-0-8810-0081	Life Insurance	132.33	96.60	35.73
951-0-8810-0092	Medicare Tax	515.36	458.81	56.55
951-0-8810-1022	Legal Services	3,470.08	3,190.88	279.20
951-0-8810-1025	City Audit	7,300.00	7,300.00	-
951-0-8810-1029	Training and Education	980.00		980.00
951-0-8810-1030	Consultant	8,644.63	-	8,644.63
951-0-8810-1033	Fitness Program	83.90	77.15	6.75
951-0-8810-1041	State Waste Discharge Fee	2,088.00		2,088.00
951-0-8810-2053	Outside Printing Services	165.08	165.08	-
951-0-8810-3092	Stationary Supplies	32.73	32.73	-
951-0-8810-3095	Department Consumables	244.87	244.87	-
951-0-8810-4121	Meetings/Travel	78.62	78.62	-
951-0-8810-4122	Dues and Memberships	287.76	287.76	-
951-0-8810-5132	Telephone	1,374.69	1,221.90	152.79
951-0-8810-9397	Computer System	16,650.00	1,850.00	14,800.00
951-0-8820-0001	Salaries	79,912.34	67,495.28	12,417.06
951-0-8820-0002	Overtime	5,566.14	4,588.93	977.21
951-0-8820-0006	Workers Compensation	8,307.99		8,307.99
951-0-8820-0012	Vacation	247.51	247.51	-
951-0-8820-0016	Deferred Compensation	797.21	681.25	115.96
951-0-8820-0030	PERS Pension Ob Bond	840.60		840.60
951-0-8820-0031	PERS Pension	7,521.27	6,509.18	1,012.09
951-0-8820-0033	LIUNA Pension	2,123.13	1,816.60	306.53
951-0-8820-0041	Medical Insurance	14,901.47	10,875.52	4,025.95
951-0-8820-0051	Dental In	989.11	844.13	144.98
951-0-8820-0061	Vision Ins	93.73	70.96	22.77
951-0-8820-0071	LTD	180.42	110.69	69.73
951-0-8820-0081	Life Insurance	105.41	60.33	45.08

Seaside County Sanitation District
Year-to-Date 2017-2018 Expenses
March 2018

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-0-8820-0092	Medicare Tax	1,185.71	1,010.92	174.79
951-0-8820-1029	Training and Education	256.70		256.70
951-0-8820-2049	Uniform Service/ Laundry	1,716.73	1,514.23	202.50
951-0-8820-2068	Refuse Disposal	9,365.88	9,336.77	29.11
951-0-8820-2073	Subcontracted Work	24,019.56	23,469.86	549.70
951-0-8820-2087	Equipment Rental	1,202.13	1,202.13	-
951-0-8820-3095	Department Consumables	10,362.88	6,190.34	4,172.54
951-0-8820-3097	Safety Equipment	740.91	491.92	248.99
951-0-8820-3102	Computer Supplies	30.87		30.87
951-0-8820-4121	Meetings/Travel	2,909.35	2,609.35	300.00
951-0-8820-4122	Dues and Memberships	4,285.00	6,373.00	(2,088.00)
951-0-8820-5131	Gas & Electric	5,115.21	5,115.21	-
951-0-8820-5133	Water	1,218.45	1,218.45	-
951-0-8820-8187	Department Equipment	3,094.02	3,094.02	-
951-0-8820-8198	Fog Program	5,402.85	1,655.32	3,747.53
951-0-8820-9397	Computer System	524.97	58.33	466.64
951-0-8820-9602	Lease Principal	559.64	559.64	-
951-0-8820-9605	Lease Interest	69.30	69.30	-
		290,942.38	214,346.32	76,596.06
952-0-8820-8194	Sewer System Mgmt Plan Update	4,276.50	4,276.50	-
952-0-8820-8196	LAFCO Application	32,683.66	27,366.66	5,317.00
952-0-8820-9605	Interest Expense	7,008.07	7,008.07	-
952-0-8820-9608	Lease Payments	26,320.91	26,320.91	-
		70,289.14	64,972.14	5,317.00
953-0-8820-0016	Deferred Compensation	36.60	15.25	21.35
953-0-8820-0031	PERS Pension	169.22	86.50	82.72
953-0-8820-0032	PARS Pension	273.52	145.00	128.52
953-0-8820-0041	Medical Insurance - Non LIUNA	388.62	83.74	304.88
953-0-8820-0051	Dental Ins	37.91	17.69	20.22
953-0-8820-0061	Vision Ins	3.02	0.65	2.37
953-0-8820-0071	LTD	10.57	1.89	8.68
953-0-8820-0081	Life Insurance	10.18	1.82	8.36
953-0-8820-0092	Medicare Tax	26.62	13.56	13.06
953-0-8820-9193	Sta 321 Upgrades	749.62	749.62	-
953-0-8820-9199	942 Angelus Way Pipe	270.52	220.40	50.12
953-0-8820-9201	Del Monte Lift Station Upgrade	121,831.97	112,715.50	9,116.47
953-0-8820-9202	Rosita Lift Station Upgrade	31,910.00	31,910.00	-
953-0-8820-9203	Angelus Way Sewer Main Up	144,467.28	140,152.78	4,314.50
953-0-8820-9205	Canyon Del Rey Sewer RPLC	12,900.18	9,232.50	3,667.68
953-0-8820-9214	Del Monte SWR Main Replac	8,497.50	2,715.00	5,782.50
953-0-8820-9314	Highway 1 Sewer Line	780.00		780.00
		322,363.33	298,061.90	24,301.43
954-0-8810-2090	Insurance	72,082.00	72,082.00	-

Seaside County Sanitation District
Year-to-Date 2017-2018 Expenses
March 2018

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
			951-1009	76,596.06
			952-1009	5,317.00
			953-1009	24,301.43
			954-1009	-
MARCH 2018 DRAWDOWN				106,214.49

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

DEBIT : COUNTY OF MONTEREY
Account Number : Wells Fargo Bank
Account Name : Monterey County Treasurer

CREDIT : **CITY OF SEASIDE PUBLIC INTEREST CHECKING**

Pay to Bank : **RABOBANK**
1658 FREMONT BLVD., SEASIDE, CA 93955

Account No. 9782713643
Routing No. 122238420 Amount : $ **106,214.49**
Customer Name: CITY OF SEASIDE

AUTHORIZED SIGNATURES: 1
2
3

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

TREASURER : PROCESS TRANSFER, ENTER DATE OF TRANSFER, SIGN FORM AND RETURN TO AUDITOR

AUDITOR		**TREASURER**	
Hilda Castro			
Deputy Auditor	Date	Deputy Treasurer	Date of Transfer

For Auditor-Controller Office use only

Period _____ JV Number _____
Budget Yr. _____ Date _____
Total $ 106,214.49

DESCRIPTION	AT	FD	BU	ORG	ACCT	REP CT	DEBIT	CREDIT
Special District Exp.		603			2530			
Cash		603			1001			

Daphne Hodgson, Deputy City Manager / Administrative Services (831) 899-6718; SCSD
Expenses for March 2018.

Prepared By: Hilda Castro Date:
Approved By:_____ Date:_____ Keyed By:_____ Date:_____

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Scott Ottmar, Assistant Civil Engineer

DATE: April 10, 2018

SUBJECT: **RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2018.**

PURPOSE

Receive monthly report for sewer maintenance and stoppages for March 2018.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for March 2018.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Operations Report
2. Flush Map

Reviewed for Submission By:

_____
Craig Malin, District Manager

Seaside County Sanitation District
Operations Report

Fiscal Year 2017/2018 Month of March

	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 Jetted		15,672		0	32,896	155,218	32,896	170,890
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	1,996	190	1,520	3,606	27,576	4,058	31,092
Stoppages								
Main Line		0		0		11	0	12
Laterals		0		0		5	0	5

Sewer Repairs
None

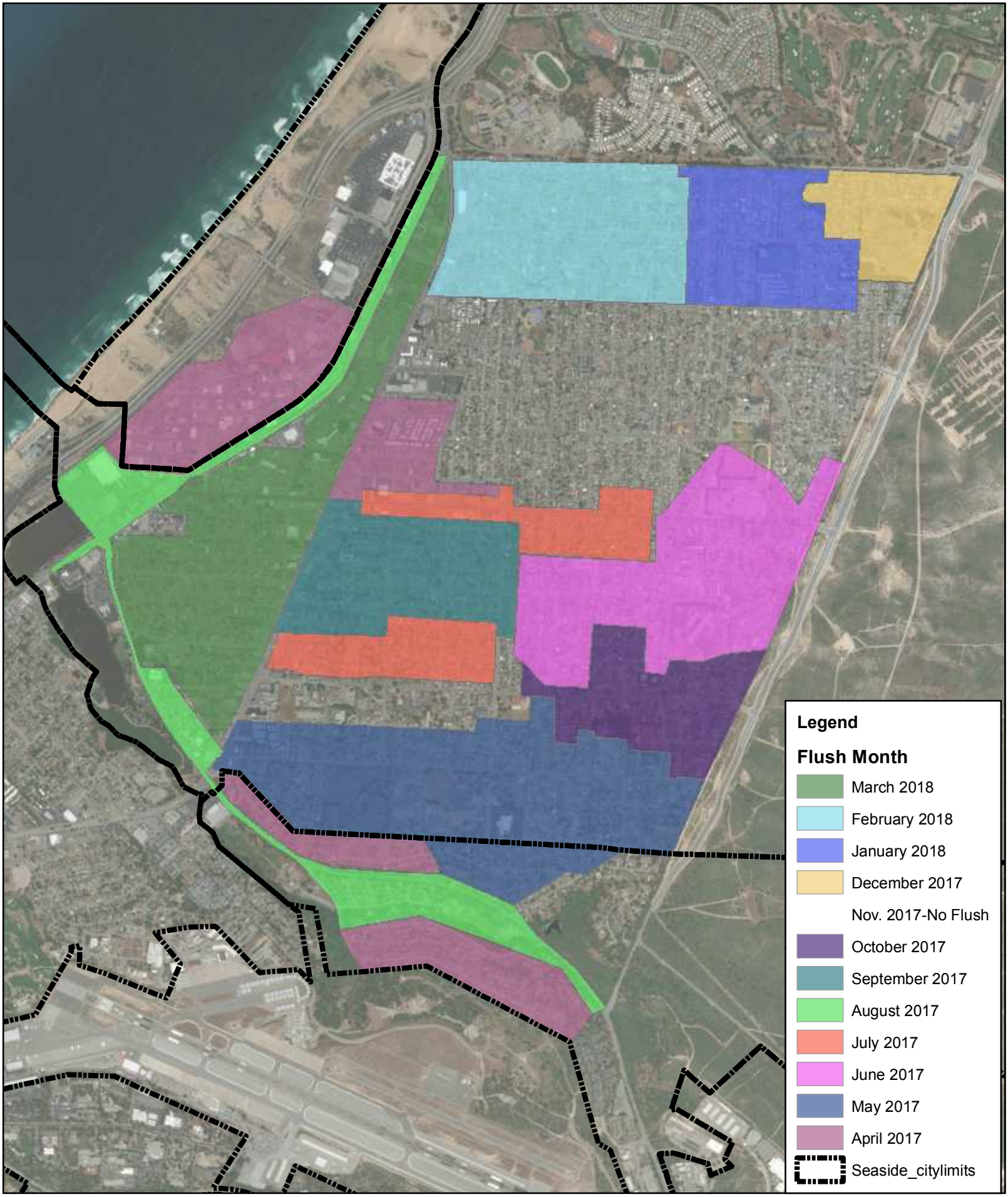
Sewers Video
None

Stoppage Locations

Del Rey Oaks **Sand City** **Seaside**

Overflow Locations

Del Rey Oaks **Sand City** **Seaside**



SEASIDE COUNTY SANITATION DISTRICT

0 1,250 2,500 Feet

Source: SCSD, AMBAG

Flush Map

Exhibit

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 5.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Craig Malin, City Manager

DATE: April 10, 2018

SUBJECT: **UPDATE ON THE ONGOING COORDINATION BETWEEN THE SCSD AND THE MCWD ON POTENTIAL APPLICATIONS TO THE LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY FOR THE EXPANSION OF THE SPHERE OF INFLUENCE AND SERVICE AREA ANNEXATION**

PURPOSE

The purpose of this item is to provide an update to the District Board on the on ongoing coordination between the SCSD and the MCWD on potential applications to Local Agency Formation Commission of Monterey County (LAFCO) for expansion of the sphere of influence and service area annexation.

RECOMMENDATION

It is recommended that the District consider entering into an agreement with the MCWD to explore alternatives to submitting individual applications to Local Agency Formation Commission of Monterey County (LAFCO) for expansion of the sphere of influence and service area annexation.

BACKGROUND

Both the Marina Coast Water District (MCWD) and the Seaside County Sanitation District (SCSD) have an interest in providing sanitary sewer service to portions of the cities of Del Rey Oaks and Seaside that are within the former Fort Ord area. The former Fort Ord area is administered by the Fort Ord Reuse Authority (FORA). Under an agreement with FORA, the MCWD is obligated to provide water and sanitary sewer service in the former Fort Ord area. The agreement does not provide MCWD the right to service areas outside of their current sphere of influence after the possible dissolution of FORA in 2020. Therefore, it is imperative to establish which utility district would provide sewer service to those areas within the former

Fort Ord outside of the service boundaries currently recognized by LAFCO.

Staff has been working on defining the proposed scope of the application to LAFCO that would include both the expansion of the sphere of influence and service area annexation into the former Fort Ord. An engineering study in support of the LAFCO application has been prepared. The engineering study, along with Board direction, could help define the appropriate project scope and service area boundaries between the SCSD and MCWD.

Coordination with MCWD

LAFCO staff requested that SCSD and MCWD negotiate and coordinate on any potential annexation application to LAFCO. On December 13, 2017, District staff met with MCWD staff and staff from their consultant, Denise Duffy & Associates, and LAFCO staff. The following items of concern were discussed:

1. MCWD proposed application would be one application to provide both sewer and water service. This is necessary to simplify the future governance of the sewer and water service to these areas.

2. Conveyance of sewerage from the proposed northern boundary for the expanded SCSD service area to the Monterey One Water (M1W) would be through the City of Marina. MCWD currently controls the sewer mains in this area and is not receptive to entering into a wheeling agreement with SCSD to provide the necessary conveyance. Therefore, the proposed LAFCO application should consider the installation of either a sewer main parallel to the existing sewer main or build another sewer main in the TAMC right of way west of Highway 1.

3. MCWD stated that if SCSD took over the sewer service, then Seaside sewer customers would suffer because they would lose the MRWPCA treatment-plant capacity credits and the wastewater credits. Since the MRWPCA treatment-plant capacity credits were obtained by MCWD by a public benefit conveyance, these should be transferred to SCSD rate payers at no cost. MCWD and LAFCO staff asked for clarification on this.

4. MCWD has an agreement with M1W to obtain treated wastewater from the treatment plant. MCWD staff stated that Seaside would be harmed if SCSD expanded into the former Fort Ord because the future expansion into former Fort Ord would not create more credits.

5. SCSD staff asked if MCWD has considered the potential of a joint powers agreement to resolve each party's concerns and secure what could be in MCWD's and SCSD's shared interests.

On January 23, 2018, Kate McKenna, Executive Officer for LAFCO for Monterey County, submitted a memo to the SCSD District Engineer Rick Riedl outlining LAFCO staff's concerns with the potential application from the SCSD. The memo is attached

On February 6, 2018, District staff and Board Chair met with MCWD staff and Board President to discuss the items outlined above. It was concluded that the SCSD and MCWD could both benefit by exploring a joint powers agreement. On February 28, staff from the SCSD and the MCWD met to discuss the possible benefits for entering into a cooperative agreement. Some of the criteria considered are the benefits of economies of scale by reducing overhead, engineering and management costs, and the benefit of retaining treated wastewater credits for areas served by MCWD. The treated wastewater credits are beneficial for areas served by MCWD because

the treated wastewater is a valuable source water for any potential future advanced water treatment system (ATS). Conceptually, the water rights to the ATS water would be retained by the cities within the current SCSD service area that may be served by MCWD in the future. On April 5, staff from both agencies met and concluded that these potential benefits are significant and the SCSD should consider entering into an agreement with the MCWD to explore alternatives to submitting individual applications to Local Agency Formation Commission of Monterey County (LAFCO) for expansion of the sphere of influence and service area annexation. However, MCWD has notified the SCSD that they are proceeding with their LAFCO Application (letter from MCWD is attached).

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. LAFCO memo to SCSD
2. Ltr VanderMaaten to Craig 180321

Reviewed for Submission By:

_____

Craig Malin, District Manager

LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY

2018 Commissioners

Chair
Simón Salinas
County Member

Vice Chair
Warren E. Poitras
Special District Member

Sherwood Darington
Public Member

Matt Gourley
Public Member, Alternate

Joe Gunter
City Member

Maria Orozco
City Member, Alternate

Jane Parker
County Member

Luis Alejo
County Member, Alternate

Ralph Rubio
City Member

Vacant
Special District Member Alternate

Graig R. Stephens
Special District Member

Counsel

Leslie J. Girard
General Counsel

Executive Officer

Kate McKenna, AICP

132 W. Gabilan Street, #102
Salinas, CA 93901

P. O. Box 1369
Salinas, CA 93902

Voice: 831-754-5838
Fax: 831-754-5831

www.monterey.lafco.ca.gov

LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369 — 132 W. Gabilan Street, Suite 102
Salinas, CA 93902 — Salinas, CA 93901
Telephone (831) 754-5838 — Fax (831) 754-5831
www.monterey.lafco.ca.gov

KATE McKENNA, AICP
Executive Officer

MEMORANDUM

DATE: January 23, 2018

TO: Rick Riedl, PE, District Engineer, Seaside County Sanitation District

FROM: Kate McKenna, AICP

SUBJECT: Seaside County Sanitation District - Potential Sphere/Annexation Proposal to LAFCO - for January/February 2018 City Council Meetings (Del Rey Oaks, Seaside, and Sand City)

Dear Mr. Riedl:

LAFCO recognizes Seaside County Sanitation District's long-standing interest in extending the District's wastewater services to all Seaside residents, including the Ord Community. We also appreciate the efforts that SCSD has made to informally review its future plans and draft documents with LAFCO staff and local agencies. It is our understanding that District staff is taking steps to prepare an environmental document and a LAFCO application for a sphere of influence amendment and annexation proposal in the near future. In the spirit of continuing to assist your district as it considers its annexation-related options, we offer the following comments for your consideration. We request that this memorandum be distributed to the Del Rey Oaks, Seaside, and Sand City city councils and made part of the public record at the meetings that include discussion related to the SCSD.

As you are aware, the Marina Coast Water District is also currently preparing a LAFCO application submittal to annex areas of the former Fort Ord, including the Ord Community portion of the City of Seaside. MCWD currently owns and operates the water and wastewater infrastructure in these areas, outside of its district boundaries, pursuant to agreements with the Fort Ord Reuse Authority dating back to 1998.

Because MCWD's anticipated annexation proposal includes the Ord Community portion of Seaside, an annexation proposal by SCSD would result in an overlap of agencies that are authorized to provide wastewater services. In 2011 and again in January 2018, LAFCO commented on MCWD environmental documents and expressed concerns regarding overlap of agency boundaries and duplication of authority. One of LAFCO's fundamental statutory purposes is to provide for the efficient extension of municipal government services. LAFCO's locally adopted policies also provide that "duplication of authority to perform similar functions in the same territory will be avoided."

It currently remains unclear exactly how a future overlap between MCWD and SCSD would be likely to be resolved, in that MCWD owns and operates the existing wastewater collection infrastructure in the area, and has been providing the service for approximately 20 years. Based on recent informal discussions, including in meetings among staff from MCWD, SCSD, and LAFCO, MCWD has given no indication that they would be willing to voluntarily relinquish MCWD-owned wastewater facilities, easements, or equipment to SCSD.

State law (Government Code 56886) establishes that LAFCOs have broad authority to place conditions of approval on annexation proposals. Such conditions of approval may include "The acquisition, improvement, disposition, sale, transfer, or division of any property, real or personal," among many other possible requirements. Thus, there appears to exist a statutory basis for the concept that LAFCO could require MCWD to convey ownership of some part of its wastewater collection system to SCSD as a condition of LAFCO's approval of a future MCWD annexation proposal in the area in question. However, there can be no certainty at this time that the Commission would be willing to impose such a condition on a future MCWD proposal. Such a requirement would need to be based on compelling arguments and evidence put forth by the agency advocating for the requirement. The Commission would need to be able to justify imposing such a requirement in the context of all the factors that a LAFCO must consider under State law and LAFCO's locally adopted policies, and be willing to defend the requirement if subjected to legal challenge.

SCSD has long been known to have an interest in becoming the wastewater service provider for the Ord Community portion of Seaside, as is the case for the rest of the city. SCSD and MCWD have had dialogues at various times over the past several years, in an effort to identify a coordinated and mutually agreeable approach to future boundary changes and service arrangements involving both districts.

LAFCO has long encouraged both districts to reach agreement on future boundaries and services before submitting any annexation applications to LAFCO. As we stated in our January 22, 2018 comment letter to Marina Coast, LAFCO continues to strongly encourage both districts to coordinate on service and boundary issues prior to submitting their individual applications to LAFCO. Doing so is likely to substantially enhance LAFCO's ability to process the applications in a timely and cost-effective manner. As one possible avenue toward consensus in this regard, LAFCO staff would like to suggest that MCWD and SCSD consider engaging in mediation prior to either district submitting a LAFCO application.

LAFCO also encourages District staff to review the FORA comment letter to Marina Coast dated January 19, 2018, and to consider coordinating further with FORA staff prior to proceeding with a LAFCO application. FORA's comment letter appears to reflect an anticipation, from FORA's perspective, that MCWD will likely be the eventual water and wastewater service provider to all development parcels throughout the former Fort Ord.

In keeping with LAFCO's standard practice of requiring indemnification as a condition of LAFCO's approval of a boundary change, please anticipate that we will provide and request execution of an indemnification agreement as part of our application for this future proposal. We appreciate the opportunity to coordinate with SCSD regarding the long-term provision of wastewater services. Please feel free to contact me for further discussions.

Attachment: Comment letter submitted by FORA to MCWD, January 19, 2018

Cc:
Craig Malin, General Manager, Seaside County Sanitation District
Keith Van Der Maaten, General Manager, Marina Coast Water District
Mike Wegley, District Engineer, Marina Coast Water District
Denise Duffy and Ashley Quackenbush, Denise Duffy & Associates
Richard James, EMC Planning Group

FORA
FORT ORD REUSE AUTHORITY
920 2ND Avenue, Suite A, Marina, CA 93933
Tel: 831 883 3672 | Fax: 831 883 3675 | www.fora.org

January 19, 2018

Marina Coast Water District
Attn: Mike Wegley
11 Reservation Road
Marina, CA 93933

RE: Ord Community Sphere of Influence Amendment and Annexation Project

Dear Mr. Wegley,

The Fort Ord Reuse Authority (FORA) appreciates the opportunity to comment on Marina Coast Water District's (MCWD's) Ord Community Sphere of Influence Amendment and Annexation Project. FORA recognizes its long-standing relationship with MCWD. Since entering into the 1998 MCWD-FORA Water/Waste Water Facilities Agreement (Facilities Agreement), FORA and MCWD have held regularly scheduled Water/Waste Water Oversight Committee (WWOC) meetings, annually presented Ord Community Water and Waste Water Budgets for FORA Board consideration, and worked collaboratively on a number of projects. FORA and Ord Community ratepayers have depended on MCWD's uninterrupted service.

The Facilities Agreement provides for MCWD to own, operate, maintain, and improve water and waste water facilities to service the Ord Community and to seek compensation for those services from Ord Community ratepayers. Over the past decade, the FORA Board has requested that MCWD annex the Ord Community into its district boundaries. This would allow voters in the Ord Community to participate in MCWD Board elections. FORA is pleased that Ord Community ratepayers will have a voice when MCWD's Ord Community Sphere of Influence Amendment and Annexation Project is finalized.

On January 12, 2018, the FORA Board directed staff to provide comments to MCWD. FORA supports MCWD's Ord Community Sphere of Influence Amendment and Annexation Project. As MCWD moves ahead in the future, please consider the following comments:

1. Service provision on the former Fort Ord should be equitably extended to portions of the base not currently receiving service, in particular Del Rey Oaks, City of Monterey, and portions of Monterey County.

   FORA must fulfill certain terms in its June 23, 2000 Economic Development Conveyance Memorandum of Agreement with the U.S. Army related to provision of water. FORA respectfully requests that MCWD work to ensure that these provisions are met. If MCWD is determined to be the successor in interest to FORA and is assigned responsibilities under the EDC agreement, how will MCWD ensure that those allocations are sustained? In particular, section 5.03 states:

"5.03. Equitable Allocation of Water. The Authority, and its successor and assigns, shall cooperate with the Marina Coast Water District, Monterey County Water Resources Agency and grantees of former Fort Ord Property to establish and apply a fair process to ensure that all grantees of former Fort Ord property will be provided an equitable supply of the water at the former Fort Ord."

2. Full annexation of these areas not currently receiving service should be accomplished through the LAFCO process prior to 2020 and political representation granted to the rate payers in areas that are not yet represented on the MCWD Board.
3. FORA should be designated a Responsible Agency under CEQA for this and any future environmental document and receive timely notice of such actions.
4. MCWD should engage FORA staff in the preparation of appropriate future annexation and transition planning documents related to future provision of water and waste water service to the former Fort Ord.

Sincerely,

D. Steven Endsley

Steve Endsley
Assistant Executive Officer

cc: Kate McKenna, Executive Director, LAFCO
Denise Duffy, Denise Duffy & Associates

MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099
Home Page: www.mcwd.org
TEL: (831) 384-6131 FAX: (831) 883-5995

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

WILLIAM Y. LEE
HOWARD GUSTAFSON
HERBERT CORTEZ

March 21, 2018

Craig Malin, District Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Seaside County Sanitation District Continuing Negotiations

Dear Mr. ~~Malin~~, Craig,

On February 20, 2018, the MCWD Board authorized the filing of our LAFCO application to begin the annexation process, but directed staff to hold off on filing the application for up to 30 days to further work with SCSD on possible options to eliminate the "overlap" in our respective annexation applications. The "30-day freeze" ends on March 22, 2018. The purpose of this letter is to clarify that MCWD remains committed to continuing negotiations with SCSD for as long as it takes to finalize those efforts, but in parallel with MCWD moving forward with the LAFCO application following the end of the "30-day freeze".

In the past 30 days, our meetings have been very positive and productive. Our next negotiation meeting has been scheduled for April 5, and we look forward to that meeting. At this point in the process, there appears to be a potential option that could improve how SCSD and MCWD work together, but there does not yet appear to be any agreed upon available options that would necessarily change MCWD's current annexation application. If for some reason an option is identified and agreed upon during our ongoing negotiations that would require a change to MCWD's current annexation application, MCWD is committed to taking swift action as necessary to incorporate those changes.

While MCWD is committed to seeing though the negotiations, it is also of significant importance that MCWD continue to move forward on annexation efforts in response to the needs of our Ord customers and the Fort Ord Reuse Authority. Again, we look forward to continuing the cooperative effort for as long as that is needed to finalize our efforts in parallel with MCWD moving forward to file the LAFCO application.

Thanks,

Keith Van Der Maaten

Cc: Kate McKenna, Darren McBain - LAFCO
Michael Houlemard, Steven Endsley - FORA

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 10, 2018

SUBJECT: **ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE LIFT STATIONS UPGRADES FOR MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS PROJECT AND AUTHORIZE RE-DESIGN, ADVERTISEMENT AND SOLICITATION**

PURPOSE

The purpose of this item is for the District Board to consider a resolution rejecting all Bids received for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorize re-design, advertisement and solicitation of the Project.

RECOMMENDATION

It is recommended the District Board adopt a resolution rejecting all Bids for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing re-design, advertisement and solicitation of the Project.

BACKGROUND

On August 8, 2017, the District Board adopted a Capital Improvement Program (CIP) which estimated capital needs of $2,228,131 for upgrades to the Military, Rosita, and Del Monte Lift Stations (Lift Station Upgrades Project). The plans and specifications for the Lift Station Upgrades Project were finalized on January 9, 2018. The Project was posted on the City of Seaside's website, advertised, and solicited for a period of four (4) weeks commencing on January 18, 2018 in the Monterey County Weekly. A non-mandatory pre-bid conference and lift station site visits was conducted on January 31, 2018. The pre-bid conference was attended by District and design engineering staff, as well as the following five (5) contractors; Don Chapin Company, Monterey Peninsula Engineering (MPE), Pacific Infrastructure, Specialty Construction, and Valley Power Systems.

The public bid opening was held on Thursday, February 22, 2018 at the City of Seaside's City

Hall. One (1) Bid was received from Monterey Peninsula Engineering (MPE) for an amount of $2,972,000. District staff determined the bid amount to be cost prohibitive. Harris & Associates contacted several of the contractors who attended the pre-bid conference to ascertain possible causes for the large difference between the Engineer's Estimate of $2,043,181 and the actual bid price. It was concluded a variety of factors, including an extremely competitive bidding climate, rising construction prices, impacted schedules, construction difficulties, risk, and other factors contributed to the significantly higher bid.

District staff, E2 Consulting Engineers, Frisch Engineering, Harris & Associates, and Monterey One Water (formerly Monterey Regional Water Pollution Control Agency) met to identify opportunities to reduce the scope of work and reduce construction costs. Opportunities identified to include deletion of overflow structures at all lift stations, deleting a retaining wall and emergency generator at Military Lift Station, deletion of modifications to the wet well at Del Monte Lift Station, and deletion of new wet well installation at Rosita Lift Station. Based upon the magnitude of the changes proposed, a formal re-design, re-bid, advertisement, and solicitation of the subject Project is warranted.

As stated within paragraph IB-13 of the Instructions to Bidders and as allowed by section 20783 of the California Public Contract Code, the District reserves the right to reject, re-advertise and solicit the Project. It is recommended the District Board adopt a resolution rejecting all Bids for the Lift Station Upgrades for Military, Rosita and Del Monte Lift Station Project and authorize re-design, advertisement and solicitation of the Project.

FISCAL IMPACT

The rejection of all Bids has no impact on the District's funds. The re-design of project will impact District budget as described in separate staff report and resolutions included with this agenda packet.

ATTACHMENTS

1. Resolution+No.+2018-XX+_Reject+Bids

Reviewed for Submission By:

_____

Craig Malin, District Manager

RESOLUTION NO. 2018- XX (SCSD)

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT REJECTING BIDS RECEIVED FOR THE LIFT STATION UPGRADES FOR MILITARY, ROSITA AND DEL MONTE LIFT STATION PROJECT AND AUTHORIZING RE-DESIGN, ADVERTISTEMENT AND SOLICITATION

WHEREAS, on August 8, 2017, SCSD adopted a Capital Improvement Program which estimated capital needs of $2,228,131 to construct upgrades to the Military, Rosita and Del Monte Lift Stations, hereinafter referred to as the "Project"; and

WHEREAS, on January 18, 2018, SCSD advertised the Project for a period of four weeks; and

WHEREAS, on February 22, 2018, SCSD held a public bid opening for construction of the Project; and

WHEREAS, the SCSD received one bid in the amount $2,972,000, exceeding the approved budget of $2,228,131; and

WHEREAS, it is necessary to re-design the Project and revise plans and specifications to reduce the scope and cost of the Project: and

WHEREAS, the magnitude of the revisions necessary to reduce the scope of work warrant a re-design, re-bid and new solicitation of the Project; and

WHEREAS, in accordance with section 20783 of the California Public Contract Code SCSD may reject bids and re-advertise and solicit the Project; and

WHEREAS, paragraph IB-13 of the Instructions to Bidders states the SCSD reserves the right to reject all bids.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District reject all bids for the Lift Stations Upgrades for Military, Rosita and Del Monte Lift Stations and authorizes re-design, advertisement and solicitation of the Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of April 2018, 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
STAFF REPORT

Item No.: 6.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 10, 2018

SUBJECT: **ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH E2 CONSULTING ENGINEERS FOR AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND DOLLARS ($41,000) FOR THE LIFT STATIONS UP-GRADES AND REPLACEMENT PROJECT**

PURPOSE

The purpose of this item is for the District Board to consider amending an agreement with E2 Consulting Engineers to provide professional engineering services for re-designing the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project.

RECOMMENDATION

It is recommended the District Board adopt the attached resolution amending the Professional Services Agreement with E2 Consulting Engineers for an amount not to exceed Forty-One Thousand Dollars ($41,000) to provide professional engineering services for re-designing the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing the District Manager to execute the Amendment.

BACKGROUND

On August 8, 2017, the District Board adopted a Capital Improvement Program (CIP) with approved budget of $2,228,130 for upgrades to the Military, Rosita, and Del Monte Lift Stations (Lift Station Upgrades Project). The plans and specifications for the Lift Station Upgrades Project were finalized on January 9, 2018. The Project was posted on the City of Seaside's website, advertised, and solicited for a period of four (4) weeks commencing on January 18, 2018 in the Monterey County Weekly. A non-mandatory pre-bid conference and lift station site visits were conducted on January 31, 2018. The pre-bid conference was attended by District and design engineering staff, as well as the following five (5) contractors; Don Chapin Company, Monterey Peninsula Engineering (MPE), Pacific Infrastructure, Specialty Construction, and

Valley Power Systems.

A public bid opening was held on Thursday, February 22, 2018 at the City of Seaside's City Hall. One (1) Bid was received from MPE for an amount of $2,972,000. District staff determined the bid amount to be cost prohibitive. Harris & Associates contacted several of the contractors who attended the pre-bid conference to ascertain possible causes for the large difference between the Engineer's Estimate of $2,043,181 and the actual bid price. It was concluded a variety of factors, including an extremely competitive bidding climate, rising construction prices, impacted schedules, construction difficulties, risk, and other factors contributed to the significantly higher bid.

District staff, E2 Consulting Engineers, Frisch Engineering, Harris & Associates, and Monterey One Water (formerly Monterey Regional Water Pollution Control Agency) met to identify opportunities to reduce the scope of work and construction cost. Opportunities identified to reduce cost include deletion of overflow structures at all lift stations, deleting a retaining wall and emergency generator at Military Lift Station, deletion of modifications to the wet well at Del Monte Lift Station, and deletion of new wet well installation at Rosita Lift Station. Based upon the magnitude of the changes proposed, a formal re-design, re-bid, advertisement, and solicitation of the subject Project is warranted.

At the request of District staff, E2 Consulting Engineers submitted a Proposal (March 27, 2018) to provide professional engineering and bid support services for the re-design of the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project (REBID). The Proposal includes provisions to incorporate the reductions and revisions, including work by Frisch Engineering and Rana Creek. The fee amount of the Proposal totals $58,120.

FISCAL IMPACT

On February 12, 2013, the District authorized the current contract with E2 Consulting Engineers in the amount of $169,800 to begin design for lift station upgrades. On July 11, 2017, the District authorized an amendment of $90,134 to the contract to complete the design effort and provide support during the bid process. The current contract total is $259,934 and has a balance of $17,162. To fund the $58,120 Proposal, it is recommended to amend the current contract by an additional amount of $41,000, bringing the current contract total to $300,934. The approved CIP Budget for Military, Rosita, and Del Monte Lift Stations total $2,228,040. Therefore, sufficient funds are available in the approved budget to support the proposed amendment.

ATTACHMENTS

1. Resolution Amending Agreement with E2 Engineering
2. Amend_2 E2 180410

Reviewed for Submission By:

_____

Craig Malin, District Manager

RESOLUTION NO. 2018- XX (SCSD)

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH E2 CONSULTING ENGINEERS FOR AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND SEVEN HUNDRED TWO DOLLARS ($33,702) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LIFT STATIONS UP-GRADES AND REPLACEMENT PROJECT

WHEREAS, on February 13, 2018, SCSD held a public bid opening for construction of improvements to Del Monte, Rosita and Military lift stations, hereinafter described as the "Project"; and

WHEREAS, the SCSD received one bid in the amount $2,972,000, exceeding the approved budget of $2,228,130; and

WHEREAS, it is necessary to revise plans and specifications to reduce the scope and cost of the Project; and

WHEREAS, E2 Consulting Engineers was retained by SCSD to provide professional engineering services for design of the Project; and

WHEREAS, the remaining budget with E2 Consulting Engineers is $17,162; and

WHEREAS, E2 Consulting Engineers submitted a proposal in the amount of $58,120 to provide professional engineering services in support of re-designing the Project; and

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

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute an amendment to the professional services agreement with E2 Consulting Engineers for an amount not-to-exceed Forty-One Thousand Dollars ($41,000) to provide professional services as described in the attached amended agreement for the Lift Stations Up-Grades and Replacement Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of April 2018, 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

CONTRACT AMENDMENT #2
LIFT STATION UP-GRADES AND REPLACEMENT PROJECT
Seaside County Sanitation District

Date: April 10, 2018 Change Requested by: _X_ City __ Consultant

Contract Date	**Project Name**
February 12, 2013	Lift Stations Up-Grades and Replacement Project

To (Consultant): E2 Consulting Engineers, Inc., 1900 Powell Street, Suite 250, Emeryville, CA 94608

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

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

MODIFY the following text in **Section 2, "Proposal Submittal."**

The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as attachments and are called "the Proposal":

Exhibit A *- Proposal by E2 Consulting Engineers called Seaside County Sanitation District – Capital Improvement Project, Near Term Project No. 1: Del Monte Lift Station Upgrade, Near Term Project No. 2: Rosita Lift Station Upgrade, Near Term Project No. 6: Military Lift Station Replacement received January 9, 2013*

Attachment A - Scope of Services

Attachment B – Preliminary Project Schedule

Attachment C-1 – Estimate of Engineering Service Fees

Attachment C-2 – Preliminary List of Drawings

Exhibit B *– E2 Consulting Engineers, Fee Schedule received September 19, 2012*

Exhibit A1 *- Proposal by E2 Consulting Engineers called Professional Service Agreement, Lift Station Up-Grade Projects, Scope of Items at Del Monte, Rosita and Military Lift Stations dated July 5, 2017*

Attachment A - Scope of Services

Attachment B – Compensation

Attachment B-1 - Schedule of Professional Rates

Exhibit A2 *- Proposal by E2 Consulting Engineers called Scope of Work and Engineering Costs for Re-design and Bid Phase Services dated March 26, 2018.*
Attachment A - Scope of Services
Attachment B1 – Compensation
Attachment B-2 - Schedule of Professional Rates

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

Subject to the limitation herein, CONSULTANT agrees to perform the work and services specified and outlined in the Proposal for the Contract Amount Not to Exceed, unless specifically authorized by a written Contract Amendment prior to the commencement of any additional work. Invoices shall be

CONTRACT AMENDMENT #2
LIFT STATION UP-GRADES AND REPLACEMENT PROJECT
Seaside County Sanitation District

prepared by CONSULTANT in accordance with SCSD format and submitted to SCSD once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. SCSD shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. Billing rates shall be in accordance with Attachment B-2 of Exhibit A2- "Schedule of Professional Rates." The total Contract Amount Maximum Not to Exceed for this contract is Three Hundred Thousand Nine Hundred Thirty-Four Dollars ($300,934.00).

Original Contract Amount	**Previous CCO Total (Not including this CCO)**	**This CCO Total**	**Revised Contract Amount**
$169,800.00	$90,134.00	$41,000.00	$300,934.00
Original Contract Time	**Original Completion Date**	**CCO Months To Add (Including This CCO)**	**Revised Completion Date**
15 Months	May 8 ,2014	60	April 30, 2019

SUBMITTED BY:		
	Rick Riedl, PE District Engineer	4/3/2018
Signature	Name and Title	Date
DISTRICT APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Vinod M. Badani, PE Vice President	4/3/18
Signature	Name and Title	Date

E2 Consulting Engineers, Inc.
1900 Powell Street, Suite 2SO
Emeryville, CA 94608
Tel: (S 1O) 6S2-1164
Fax: (S 1O) 652-5604
www.e2.com

March 26, 2018, 2018

Mr. Rick Riedl, P.E.
Seaside County Sanitation
District 440 Harcourt Avenue
Seaside, California 93955

Reference: Seaside County Sanitation District -Lift Station Up-Grade Projects

Subject: Scope of Work and Engineering Costs for
Re-design and Bid Phase Services

Dear Mr. Riedl:

As per request from Jason Caprio of Harris and Associates, E2 Consulting Engineers, Inc. (E2) has developed the Scope of Work and Associated Engineering Costs to provide Re-Design and Bidding Phase services for the for the above referenced project.

Scope of Work for the Lift Station Upgrades Project is summarized in Attachment A. Engineering cost for the Re-design and Bid phase services for Lift Station Upgrades Project is summarized in Attachment B-1
Schedules of Professional Rates are provided in Attachment B-2.

Please review this information. Should you have any questions, please feel free to contact me at (510) 754-6560.
Thanks,

Very truly yours,

E2 Consulting Engineers,
Inc. Vinod M. Badani, P.E.
Vice President

Attachment

Cc: File (with attachment)

ATTACHMENT A

Seaside County Sanitation District – Capital Improvement Project

Lift Station Improvement for

Del Monte, Rosita and Military Lift Stations

SCOPE OF SERVICES

SCOPE OF PROJECT

Seaside County Sanitation District (District) received bids for the Lift Station Improvement Project on February 22, 2018. Only one bid from Monterey Peninsula Engineering (MPE) was received. MPE's bid was higher than the engineer's estimated cost for the project and MPE's bid was rejected by the District. District has decided to reduce the scope of the project in order to reduce the construction cost for this project and prepare revised contract documents and re-bid this project. Revised scope of work at each list station is summarized below:

A. Del Monte Lift Station

1. Delete- Over-Flow Structure and associated piping.
2. Delete all modifications to the existing wet well other than cleaning, surface preparation and coating.
3. Revise land scaping plan

B. Rosita Lift Station

1. Delete – Overflow Structure and associated piping.
2. Retain existing wet well and valve vault
3. Replace existing pumps; associated piping; and valves

C. Military Lift Station

1. Delete Retaining Wall
2. Delete – requirement for new permanent emergency generator
3. Delete overflow structure and associated piping
4. Re-locate electrical panels on north-west corner of the site
5. Design slope stabilization within the site, provide minimum 10-feet wide access road.
6. Retain existing electrical meter on east side of the entrance gate
7. Provide new generator receptacle panel on the west side of the entrance gate (outside the gate)

SCOPE OF WORK

The Scope of Work for the items listed above is summarized below and associated engineering cost for providing these services is presented in **ATTACHMENT B**. It is assumed that all work items listed above will be incorporated within the contract documents (Plans and specifications) prepared for this project and single construction contract for all three Lift Stations.

TASK 1 –DESIGN PHASE

1.1 **Plans** – Revise construction drawings for each item summarized under "Scope of Project". These drawings will be incorporated with other project drawings.

1.2 **Project Manual** – Revise Project Manual for each item summarized under "Scope of the Project".

1.3 **Estimate** –Revise Engineer's probable construction cost estimates, at 100% design, for each item summarized under "Scope of the Project".

1.4 **Project Management** - The Project Manager (PM) will provide overall project management for Scope items with Project.

1.5 **Quality Control -** Quality Control for additional Scope Items will be included with Quality Control for the Project.

1.6 **Review with SCSD Staff** – Conduct one1) review session with SCSD staff and incorporate comments into the contract documents.

TASK 2 – BID PHASE

Bid phase services consist of the following subtasks:

Subtask 2.1: Attend Pre-bid Conference and Site Visit for interested bidders for the Project;

Subtask 2.2.: Respond to questions from plan holders and other interested parties regarding the interpretation of the Issued for Bid Contract Documents.

ATTACHMENT B - COMPENSATION
Estimate of Engineering Costs for Scope Items

Estimated Engineering costs for scope items at Del Monte Lift Station are summarized in **ATTACHMENT B**
Schedule of Hourly Professional Rates is provided in **ATTACHMENT B-1**

ATTACHMENT B-1

Seaside County Sanitation District
Lift Station Upgrades Project - Military, Rosita and Del Monte Lift Stations
ESTIMATE OF ENGINEERING SERVICES FEES - Design and Bid Phase Services

		Project Manager-Vinod Badani	Supervising Civil Engineers/ Resident Engineer - Loren Weinbrenner	CAD Operator/Designer-Bill Harris	Specialist/Office Administrator	Total Labor Hours E2	Total Labor Cost-E2	Other Direct Costs - E2	Total Cost - E2	Subconsultant's Costs - Frisch Engineering	Subconsultant's Costs - Rana Creek	Total Cost
	Hourly Rates	$ 230.00	$ 175.00	$ 125.00	$ 80.00							
Task	Description											
1	Design Phase											
	1.1 Plans	8	24	80		112	$ 16,040		$ 16,040	$ 7,500		$ 23,540
	1.2 Project Manual	8	40			48	$ 8,840		$ 8,840			$ 8,840
	1.3 Estimate	8	8			16	$ 3,240		$ 3,240			$ 3,240
	1.4 Project Management	8				8	$ 1,840		$ 1,840			$ 1,840
	1.5 Quality Control	8				8	$ 1,840		$ 1,840			$ 1,840
	1.6 Review with SCSD	8	8	0		16	$ 3,240	$ 250	$ 3,490	$ 2,000	$ 2,500	$ 7,990
	Total - Task 1	**48**	**80**	**80**	**0**	**208**	**35,040**	**$ 250.00**	**$ 35,290**	**$ 9,500**	**$ 2,500**	**$ 47,290**
2	Bid Phase											
	2.1 Attend Pre-Bid Conference	8				8	$ 1,840	$ 200	$ 2,040	$ 1,400	$ -	$ 3,440
	2.2 Response to Contractor's Questions	8	16	8		32	$ 5,640		$ 5,640	$ 1,200	$ 550	$ 7,390
	Total - Task 2	**16**	**16**	**8**	**0**	**40**	**7,480**	**200**	**7,680**	**$ 2,600**	**$ 550**	**10,830**
	Total for Tasks 1 and 2	**64**	**96**	**88**	**0**	**248**	**$ 42,520**	**$ 450**	**$ 42,970**	**$ 12,100**	**$ 3,050**	**$ 58,120**

Attachment B-2

E2 Consulting Engineers, Inc.

Schedule of Professional Rates

for

SEASIDE COUNTY SANITATION DISTRICT

Lift Station Improvement Project

January 1, 2018 through December 31, 2018

Classification	Hourly Billing Rate
Engineers	
Engineer, Staff	$ 135.00
Engineer, Senior (Loren Weinbrenner and Frisch E/I)	$ 175.00
Engineer, Supervising	$ 180.00
Principal – In- Charge/Technical Directors	
Technical Directors	$ 150.00
Principal-In-Charge (Vinod Badani)	$ 230.00
Technical and Support	
Specialist II (Accounting Staff)	$ 80.00
Specialist III (CADD Operator)	$ 125.00

This schedule of professional rates is subject to revision annually. These billing rates cover salary costs, employee benefits, ordinary overhead, and profit. They also cover in-house charges for personal computers (other than CAD and GIS), word processing equipment, and routine communications (including long-distance telephone and fax). Out-of-pocket costs (such as travel and subsistence) are reimbursable at actual cost.

FRISCH ENGINEERING, INC.
Consulting Electrical Engineers
13405 Folsom Blvd,. Unit 600
Folsom, CA 95630
Phone 916.353.1025

The following rates apply to hourly services for design, studies, management and field services on the project. All services will be invoiced monthly per the rate schedule:

FRISCH ENGINEERING INC.
2018 RATE SCHEDULE

Name	Title	Hourly Rate
Thomas Frisch, PE	Principal Electrical Engineer	$190 per hour
Michael Frisch, P.E.	Principal Electrical Engineer Senior Programmer	$190 per hour
Mike Rogers	Senior Programmer	$175 per hour
Martin Yarbrough	Senior Electrical Designer	$160 per hour
Nigel Wakefield	Junior Electrical Designer Junior Programmer	$140 per hour
Nik Conant Brian Woodin	Associate Electrical Designer	$115 per hour

Hourly rates do not include expenses such as mileage, rental equipment, airline tickets, rental vehicles, lodging, non-incidental photocopying and materials.

- Travel time will be billed at hourly rate, plus current federal mileage charge.
- Per diem charge will be added based on half or full day of field work.
- Actual travel expenses (airfare, ground transportation lodging, etc.) are billed at cost plus 10% for overhead and handling.

Rate escalation of 5% per hour is scheduled for January 1, 2019 and each anniversary thereafter.

Frisch Engineering, Inc. has $2,000,000 / $4,000,000 general liability insurance, $1,000,000 auto liability insurance, $1,000,000 umbrella liability insurance, $1,000,000 workers' compensation insurance, and $2,000,000 / $2,000,000 professional liability insurance.

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 6.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 10, 2018

SUBJECT: **ADOPT A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS ($56,358) FOR THE LIFT STATIONS UPGRADES AT MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS PROJECT**

PURPOSE

The purpose of this item is to consider amending an agreement with Harris & Associates to provide professional services for bidding and construction management support for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project.

RECOMMENDATION

It is recommended the District Board adopt the attached resolution amending the professional services agreement with Harris & Associates for an amount not to exceed Fifty-Six Thousand Three Hundred Fifty-Eight Dollars ($56,358) to provide professional services for bidding and construction management support for the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project and authorizing the District Manager to execute the Amendment.

BACKGROUND

On August 8, 2017, the District's Board adopted a Capital Improvement Program (CIP) which estimated capital needs of $2,228,130 for upgrades to the Military, Rosita, and Del Monte Lift Stations (Lift Station Upgrades Project). The plans and specifications for the Lift Station Upgrades Project were finalized on January 9, 2018. The Project was posted on the City of Seaside's website, advertised, and solicited for a period of four (4) weeks commencing on January 18, 2018 in the Monterey County Weekly. There was a non-mandatory pre-bid conference and lift station site visits conducted on January 31, 2018. The pre-bid conference was attended by District and design engineering staff, as well as the following five (5)

contractors: Don Chapin Company, Monterey Peninsula Engineering (MPE), Pacific Infrastructure, Specialty Construction, and Valley Power Systems.

A public bid opening was held on Thursday, February 22, 2018 at the City of Seaside's City Hall. One (1) Bid was received from MPE for an amount of $2,972,000. District staff determined the bid amount to be cost prohibitive. Harris & Associates contacted several of the contractors who attended the pre-bid conference to ascertain possible causes for the large difference between the Engineer's Estimate of $2,043,181 and the actual bid price. It was concluded a variety of factors, including an extremely competitive bidding climate, rising construction prices, impacted schedules, construction difficulties, risk, and other factors contributed to the significantly higher Bid.

District staff, E2 Consulting Engineers, Frisch Engineering, Harris & Associates, and Monterey One Water (formerly Monterey Regional Water Pollution Control Agency) met to identify opportunities to reduce the scope of work and construction costs. Opportunities identified to reduce cost include deletion of overflow structures at all lift stations, deleting a retaining wall and emergency generator at Military Lift Station, deletion of modifications to the wet well at Del Monte Lift Station, and deletion of new wet well installation at Rosita Lift Station. Based upon the magnitude of the changes proposed, a formal re-design, re-bid, advertisement, and solicitation of the Project is warranted.

At the request of District staff, Harris & Associates submitted a Proposal (March 28, 2018), along with their sub-consultant Cal Engineering & Geology, to provide professional engineering and bid support services for the re-design of the Lift Station Upgrades for Military, Rosita, and Del Monte Lift Stations Project. The scope of services include oversight of the design engineer, coordinating the re-bid, advertisement and solicitation of the Project and insuring environmental permits are secured. Additionally, geotechnical services are included to evaluate soil and groundwater impacts associated with the Del Monte Lift Station. The fee amount of the Proposal totals $56,358.

FISCAL IMPACT

On May, 9, 2017, SCSD authorized a contract with Harris & Associates in the amount of $41,880.00 to provide project management services for the lift station upgrade project. All funds allocated for this task have been expended. The proposed amendment to the Professional Services Agreement with Harris & Associates is a not-to-exceed amount of Fifty-Six Thousand Three Hundred Fifty Eight Dollars ($56,358) to continue support of the Lift Stations Project. The contract has been amended four times to provide engineering and project management services for other critical projects including emergency repairs to the sewer main at 942 Angelus Way and project management services to replace the Canyon Del Rey Boulevard and Del Monte Boulevard sewer mains. The current total contract value is $276,338. If approved the total contract value after the proposed amendment will be $332,688.

ATTACHMENTS

1. Resolution Amending Agreement with Harris & Associates
2. Amend_5 Harris 180410

Reviewed for Submission By:

_____

Craig Malin, District Manager

RESOLUTION NO. 2018- XX (SCSD)

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS ($56,358) TO PROVIDE PROFESSIONAL SERVICES FOR THE LIFT STATIONS UPGRADES AT MILITARY, ROSITA, AND DEL MONTE LIFT STATIONS PROJECT

WHEREAS, on February 13, 2018, SCSD held a public bid opening for construction of improvements to Del Monte, Rosita and Military lift stations, hereinafter described as the "Project"; and

WHEREAS, the SCSD received one bid in the amount $2,972,000, exceeding the approved budget of $2,228,130; and

WHEREAS, it is necessary to revise plans and specifications to reduce the scope and cost of the Project; and

WHEREAS, the District has determined that the Project requires professional and technical services; and

WHEREAS, the District desires to engage Harris & Associates, and Harris & Associates agrees to render professional services to the District; and

WHEREAS, Harris & Associates submitted a proposal for additional and continued bidding phase support and geotechnical services in support of re-bidding the Lift Station Upgrades for the Military, Rosita, and Del Monte Lift Stations Project; and

WHEREAS, the District has determined that the proposed scope of work and budget are reasonable and within the approved CIP budget for said Project(s).

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute an amendment to the professional services agreement with Harris & Associates for an amount not-to-exceed Fifty-Six Thousand Three Hundred Fifty-Eight Dollars ($56,358) to provide professional and technical services as described within the

amendment attached for the Lift Station Upgrades for the Military, Rosita, and Del Monte Lift Stations Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of April 2018, 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

CONTRACT AMENDMENT #5
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

Date: April 10, 2018 Change Requested by: _X_ District __ Consultant

Contract Date	**Project Name**
May 30, 2017	Capital Improvements Projects Management

To (Consultant): Harris & Associates, 2 Salinas Street, Suite B, Salinas, CA 93901

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

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

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

> Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4 and Exhibit A5 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4 and Exhibit A5.

MODIFY the following text in **Section 21, "Contents of Request for Proposal and Proposal."**

> Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4 and Exhibit A5 hereto.

Original Contract Amount	**Previous CCO Total (Not including this CCO)**	**This CCO Total**	**Revised Contract Amount**
$41,880.00	$234,450.00	$56,358.00	$332,688.00
Original Contract Time	**Original Completion Date**	**CCO Days To Date (Including This CCO)**	**Revised Completion Date**
36 Months	June 30, 2020	0	June 30, 2020

CONTRACT AMENDMENT #5
CAPITAL IMPROVEMENTS PROJECTS MANAGEMENT
Seaside County Sanitation District

SUBMITTED BY:		
	Rick Riedl District Engineer	April 10, 2018
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin District Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank S. Lopez Director, Engineering Services	4/3/2018
Signature	Name and Title	Date

Harris & Associates

March 28, 2018

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

Lift Station Upgrades at Military, Rosita, and Del Monte Lift Stations (Re-Design, Re-Bid)
Additional and Continued Bidding Phase Support Services and Geotechnical Services
Amendment No. 1

Dear Rick:

As requested by the District, we are submitting this Amendment to provide additional support services for the Lift Station Upgrades at Military, Rosita and Del Monte Lift Stations Project (Project). This Amendment was requested by the District in an effort to re-design the Project to within the available budget and rebid. The following presents our Scope of Services and associated Fee.

SCOPE OF SERVICES

Task 001 – Project Management

Harris & Associates will perform general project management, administration, and coordination of the subject Project, including oversight of E2 Consulting Engineers and Cal Engineering and Geology. This Work also includes progress and deliverable-based meetings on behalf of and/or with the District in an effort to support the re-design and re-bid of the subject Project. Harris & Associates will perform a constructability review and will provide support to the District throughout the advertisement, solicitation, and re-bid phase period.

Task 002 – Permitting

Harris & Associates will continue the environmental permitting support following the re-design and re-issuance of Construction Contract Documents, specifically coordination to support the CEQA documentation and Coastal Administrative Permit for the Del Monte Lift Station.

Task 004 – Geotechnical Engineering Services (New Task)

Harris & Associates will retain and oversee Cal Engineering and Geology; who will serve as our geotechnical engineering subconsultant to provide recommendations and considerations of the following Project components (refer to subconsultant proposal for complete details):

1) Basic Subsurface and Soil Conditions
2) Groundwater and Dewatering
3) Groundwater Sampling (for regulatory purposes and benchmarks)
4) Sheeting, Shoring, and Bracing

Assumptions and Exclusions

For purposes of clarity, please see the following assumptions and/or exclusions related to this Proposal:

1) E2 Consulting Engineers is solely and completely responsible for the 're-design' and production of the Construction Contract Documents. Harris & Associates will review said documents for general conformance with previous meetings, discussions, and memorandums with the District that recommended reductions in the Scope of Work.
2) E2 Consulting Engineers is solely and completely responsible for the Engineer's Opinion of Probable Construction Cost (EOPCC) for the Re-Bid. Harris & Associates will review said EOPCC for general conformance with the re-design, but makes no commitment and does not ensure that the Project represents an expected Bid within the funded amount or other price previously identified.
3) Harris & Associates assumes the Re-Bid will be advertised and solicited in the same manner as the initial (first) Bid, as well as the level of effort committed to the Project.
4) Specific assumptions and exclusions also listed in the Cal Engineering & Geology proposal).
5) Harris & Associates will provide the Work product from Cal Engineering & Geology to E2 Consulting Engineers to incorporate appropriate information into the Re-Bid version of the Construction Contract Documents.

PROPOSED FEE

The proposed Fee for the subject Scope of Work will be provided on a time and materials basis as identified in the Fee Estimate in Attachment 1.

We thank you for your consideration and feel free to contact me with any questions regarding this Scope of Services or Fee.

Sincerely,
Harris & Associates, Inc.

Frank Lopez, PE, CFM, QSD
Sr. Director of Engineering Services
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

LEVEL OF EFFORT - EXHIBIT A

SEASIDE COUNTY SANITATION DISTIRCT
ADDITIONAL AND CONTINUED BIDDING PHASE SUPPORT SERVICES AND GEOTECHNICAL SERVICES
AMENDMENT NO. 1

STAFF / TASK, PHASE, DESCRIPTION	**Project Director** *F Lopez* HOURS	**Project Manager** *J Caprio* HOURS	**Construction Manager** *D Seanez* HOURS	**Permit Analyst** *W Young* HOURS	**Subconsultant Analyst** *Cal E&C* HOURS	**TOTALS**
Task 001 - Project Management						
1.1 Design Consultant Oversight	4	24				
1.2 Coordination with the District	8	48		16		
1.3 Constructability Review		4	12			
1.4 Assistance with Bid Process	4	24	4	4		
SUBTOTAL HOURS	**16**	**100**	**16**	**20**	**0**	**152**
SUBTOTAL DOLLARS	**$3,520**	**$20,000**	**$2,960**	**$3,000**	**$0**	**$29,480**
Task 002 - Permitting						
2.1 CEQA and Coastal Permit for Del Monte				4		
2.2 Coordination with the District				8		
SUBTOTAL HOURS	**0**	**0**	**0**	**12**	**0**	**12**
SUBTOTAL DOLLARS	**$0**	**$0**	**$0**	**$1,800**	**$0**	**$1,800**
Task 003 - CIP Management						
3.1 CIP Management						
SUBTOTAL HOURS	**0**	**0**	**0**	**0**	**0**	**0**
SUBTOTAL DOLLARS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Task 004 - Geotechnical Engineering Services						
Cal Engineering and Geology					$22,798	
SUBTOTAL DOLLARS					**$25,078**	**$25,078**
HOURS AND COST						
HOURS PER POSITION	**16**	**100**	**16**	**32**		
HOURLY RATE (TYPICAL)	**$220**	**$200**	**$185**	**$150**		
SUBCONSULTANT(S)					**$25,078**	
HARRIS TOTAL FEE	**$3,520**	**$20,000**	**$2,960**	**$4,800**	**$0**	**$31,280**
TOTAL COST (NOT TO EXCEED):						**$56,358**

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 6.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 10, 2018

SUBJECT: **ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED DOLLARS ($118,900,000) FOR THE CANYON DEL REY SEWER LINE REPLACEMENT PROJECT**

PURPOSE

The purpose of this item is to consider approval of an agreement with Infrastructure Engineering Corporation (IEC) to provide professional engineering services for the Canyon Del Rey Sewer Line Replacement Project.

RECOMMENDATION

It is recommended that the District Board adopt a resolution approving the Professional Services Agreement with Infrastructure Engineering Corporation (IEC) for an amount not to exceed One Hundred Eighteen Thousand Nine Hundred Dollars ($118,900) to provide professional engineering services for the Canyon Del Rey Sewer Line Replacement Project and authorizing the District Manager to execute the Agreement.

BACKGROUND

The Canyon Del Rey Corrugated Metal Pipe (CMP) Sewer Line Replacement Project proposes to replace three (3) existing sewer main segments due to poor physical conditions. The Project includes replacement of approximately 810 feet of existing 12-inch diameter sewer main in Canyon Del Rey Boulevard (State Route 218) from Hilby Avenue to Harcourt Avenue. The segment near Harcourt Avenue, approximately 285 feet in length, will be upsized to a 15-inch diameter sewer main to provide sufficient capacity for future flow conditions.

On August 19, 2017, the District issued a Request for Qualifications (RFQ) for Professional

Services to Implement the Capital Improvement Program (CIP), resulting in the short-listing of three (3) consulting firms to provide engineering services. On January 10, 2018, the District issued a Request for Proposal (RFP) for the Canyon Del Rey CMP (Corrugated Metal Pipe) Sewer Line Replacement Project (CIP Project No. 18) to the short-listed consultants for such professional engineering and technical services. After review and evaluation consistent with the selection process described in the RFP, staff selected Infrastructure Engineering Corporation (IEC) to prepare the construction contract documents to include Plans, Specifications, and an Engineer's Opinion of Probable Construction Cost (PS&Es) for the subject Project. Other related tasks associated with this Work include preliminary investigations, existing document research, geotechnical evaluations, groundwater testing, topographic survey, utility locating, temporary traffic control plans, structural pavement design, dewatering evaluations, temporary sewer bypass plans, and non-environmental permitting support and coordination.

It is recommended the Board adopt the attached resolution approving a professional services agreement with Infrastructure Engineering Corporation (IEC) and authorize the District Manager to execute the agreement.

FISCAL IMPACT

On December 12, 2017, the District Board adopted Resolution No. 17-14, transferring the CIP funds from Luzern Street and La Salle Ave Main upgrades (projects #8 & #9) to the Canyon Del Rey CMP Sewer Line Replacement (project #18) in the amount of $190,000. The proposed Agreement with Infrastructure Engineering Corporation (IEC) is One Hundred Eighteen Thousand Nine Hundred Dollars ($118,900). Authorizing the city manager to execute a written a contract will not exceed the approved project budget.

ATTACHMENTS

1. Reso Agreement IEC 2018-04-10
2. Professional Services Agreement with IEC

Reviewed for Submission By:

_____

Craig Malin, District Manager

RESOLUTION NO. 2018- XX (SCSD)

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) IN THE AMOUNT OF ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED DOLLARS ($118,900) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE CANYON DEL REY SEWER LINE REPLACEMENT PROJECT

WHEREAS, the Seaside County Sanitation District ("District") has a Capital Improvement Program (CIP) that includes projects for implementation within the fiscal year 2017/2018; and

WHEREAS, the District has determined that it is in the public interest to proceed with the CIP Project No. 18 "Canyon Del Rey CMP Sewer Line Replacement Project", hereinafter described as the "Project"; and

WHEREAS, the District has determined that the Project requires professional and technical services; and

WHEREAS, Infrastructure Engineering Corporation (IEC) is on the District's approved list of Design Consultants to perform professional and technical services for implementation of the CIP for the District; and

WHEREAS, Infrastructure Engineering Corporation (IEC) submitted a proposal for performing the proposed professional engineering services in support of the Project; and

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

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute the professional services agreement with Infrastructure Engineering Corporation (IEC) for an amount not-to-exceed One Hundred Eighteen Thousand Nine Hundred Dollars ($118,900) to provide professional services as described in agreement attached hereto for the Canyon Del Rey Sewer Line Replacement Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 10th day of April 2018, 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
DESIGN PROFESSIONAL SERVICE AGREEMENT FOR CONSTRUCTION PROJECTS

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

1. TERM

This Agreement shall commence on April 10, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Eighteen Thousand Nine Hundred dollars ($118,900.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty-four thousand nine hundred ninety nine dollars ($24,999.00). Any additional work in excess of this amount shall be approved by the Governing Board.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, for tasks described in Exhibit A and for any additional services as authorized in advance and in writing by the Agency Manager. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office

and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The Agency agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

With respect to all liability except liability for professional services covered under this agreement, the Consultant agrees to indemnify and hold harmless the Agency, its agents, officers and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property. This indemnification and hold harmless agreement includes claims made by the Consultant's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services involving the project. Claims that arise from, or connected with, or are caused or claimed to be caused by the acts or omissions of the Consultant, the Consultants' agents, officers and employees, are covered. Also covered are the claims or liabilities arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or with the negligence of the Consultant, its

employees, agents or officers, or any third party. The Consultant's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Agency, its agents, officers or employees.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of current applicable 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 applicable laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method

of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:	Seaside County Sanitation District 440 Harcourt Avenue Seaside, CA 93955 Attention: Agency Clerk
To Consultant:	Infrastructure Engineering Corporation (IEC) 1737 North First Street, Suite 210 San Jose, CA 95112 Attention: Abraham Philip, PE, PMP

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Abraham Philip, PE, PMP shall perform the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT (Infrastructure Engineering Corporation)	AGENCY Seaside County Sanitation District
By: _____ (Signature)	By: _____
ABRAHAM PHILIP (Typed Name)	CRAIG MALIN (Typed name)
PRINCIPAL-IN-CHARGE (Title)	AGENCY MANAGER (Title)

EXHIBIT A

SERVICES

Canyon Del Rey CMP Sewer Line Replacement Project
Seaside County Sanitation District
PROJECT APPROACH TO ADDRESS SCOPE OF WORK
Updated: March 27, 2018

Project Understanding

The Seaside County Sanitation District's goal for this project is to replace and upsize three sewer line segments along Canyon Del Rey (SR-218), as shown in Table 1.1:

Table 1.1 – Sewer Pipe Segments			
Manhole ID	**Sewer Pipe Length**	**Existing**	**Proposed**
Segment A10-7 to A10-9	285 LF	12-inch diameter corrugated metal pipe (CMP)	15-inch diameter PVC/SDR35 pipe
Segment A10-9 to A10-10 and Segment A10-10 to A10-14	525 LF	12-inch diameter corrugated metal pipe (CMP)	12-inch diameter PVC/SDR35 pipe
Total Length:	**810 LF**		

There are four existing sewer manholes along this segment of the sewer line. According to the *Sewer Master Plan and Rate Study* dated May 10, 2011, and the CCTV and Inspection Reports provided for the project, the condition of the manholes are as follows:

Table 1.2 – Existing Manholes		
Manhole ID	**Material**	**Condition**
A10-7	Concrete manhole	CCTV abandoned prior to MH visual inspection
A10-9	Concrete manhole	CCTV abandoned prior to MH visual inspection
A10-10	Concrete manhole	CCTV abandoned prior to MH visual inspection
A10-14	Brick manhole	CCTV footage indicates about 12-ft deep brick manhole

IEC performed a field reconnaissance and collected record drawings for this segment of SR-218 during the preparation of this proposal. Here is what we determined:

- The existing sewer line is located generally in the eastbound lanes of SR-218
- Water line and storm drains are generally located in the westbound lanes of SR-218
- Underground AT&T, Comcast, and PG&E utilities are in the area
- No overhead utilities in the area
- Posted speed limit is 35 mph

Due to proximity of Laguna Del Rey and based on the depth of the sewer, it is anticipated that dewatering operations may be required during construction. Groundwater in the vicinity may be brackish. IEC will categorize dewatering activities and estimate the dewatering quantities and quality and discuss their impacts with the District should the additional flows and salinity negatively impact their operations. IEC will outreach to Monterey One Water to confirm applicable groundwater discharge requirements for inclusion in the contract documents.

The anticipated sandy soil conditions pose at least two concerns for construction: 1) the groundwater level will likely be higher than with clay soils, and 2) trench stability will be a concern during construction. IEC will provide performance specifications to provide the contractor with clear and thorough dewatering and trenching requirements.

We already confirmed with a Santa Cruz County drilling firm that their short-wheelbase drilling rig with a low boom height will be appropriate for exploration.

Creative Solutions for the New Sewer Pipeline

The existing sewer line is failing and in some instances CCTV inspection was not possible due to collapsed sections of pipeline or corroded pipe inverts. IEC has identified two main sewer alignment options. Table 1.3 discusses the advantages and disadvantages. During preliminary design, IEC will evaluate the options in detail and recommend the best alternative.

Table 1.3 – Sewer Alignment Options

Options	Advantages	Disadvantages
New Sewer Pipe Replace-in-Place	Minimal utility conflicts Protect 3 existing concrete manholes (3)	Corroded CMP degraded the integrity of the pipe bedding and may require over-excavation to reconstruct suitable pipe bedding and adequate pipe slopes Additional costs and risk to bypass sewer flows in high traffic areas
New Sewer Pipe Replaced in a Parallel Alignment	No bypassing required Dewatering discharge can be discharged into existing sewer (1)	Additional risk due to unknown utilities in a new alignment (2) Adding pipeline will create a slightly flatter slope that needs to be evaluated at tie-in locations

(1) If needed, and calculations show that flows can be supported and water quality is acceptable to the District and discharge location.
(2) We will mitigate this risk through careful design and attention to detail in the utility mapping.
(3) We will evaluate manhole rehabilitation (PVC liners, coatings, polymer inserts, etc.)

Alternatives Evaluation: If the sewer pipe slopes allow, a parallel sewer alignment is recommended in the number one eastbound lane of Canyon Del Rey Blvd (SR-218) to minimize potential conflicts with these existing utilities. IEC will investigate the opportunity during preliminary design. A parallel alignment at this location also minimizes impacts to the driveway at Seaside City Hall, which has only one entrance to the rear parking lot, used mainly by police vehicles. Additionally, this alignment can make use of the wide shoulder on the westerly side of the road.

Section 1: Project Approach to Address Scope of Work

Following the Scope of Work provided, IEC proposes to approach and accomplish each task as follows.

Task 1 – Project Management & Administration

Project Administration: Submit Monthly Progress Reports throughout the duration of the project. This ensures that the District is current on the project status. The reports will contain significant events, progress-to-date, anticipated problem areas, schedule, upcoming significant events, and summary on the utility/agencies/regulatory coordination.

Project Logs: Maintain a ***Comment and Response Log*** throughout the duration of the project. This ensures that comments received at each milestone, during meetings, on the phone, emailed, or otherwise provided to IEC are logged, addressed, and formally documented.

Project Meetings: IEC will attend a project Kick-off Meeting. IEC will prepare an agenda and facilitate the kick-off meeting. IEC will include copies of the project schedule showing milestones, scope of project, project team directory including names, phone numbers, email addresses, etc. Prepare meeting minutes following the meeting, and distributing copies to all attendees for review within five (5) days of the meeting.

IEC will attend four (4) progress and coordination meetings with the District for project coordination and submittal reviews. Prior to the 50% and Final submittal review meetings, IEC will submit the Contract Bid Documents in accordance with the District's requirements. IEC will prepare meeting minutes following the meeting, and distribute copies to attendees for review within five (5) days of the meeting.

Quality Management Program: IEC's Quality Management Program will be implemented throughout the project and prior to submittals. The Quality Manager will review the documents for completeness appropriate to the level of submittal, consistency with the District standards and criteria, incorporation of prior comments from the District and other relevant agencies or utility companies, coordination of disciplines, and correct drafting conventions. The Quality Manager will be included at the beginning and throughout the project to provide experience and technical expertise to the project team.

Task 2 – Preliminary Investigations & Research

IEC will utilize the following methodical and thorough approach to evaluate the existing site conditions.

Site Investigation and Data Collection: IEC will research and obtain available and pertinent documentation, reports, utility plans, record drawings, and survey records for the project area. IEC will coordinate with the District to obtain as-builts or available record drawings.

Utility Research: IEC will contact utility companies and agencies to obtain system facility maps in the project area. IEC will field verify utilities mapped through field investigations to confirm existing conditions and verify completeness of site survey.

Geotechnical Investigations

Our subsurface exploration program will obtain information needed to characterize the geologic and geotechnical conditions in the vicinity of the sewer pipeline. The goals of the program are to:

1. Develop geotechnical parameters for the design of the replacement pipeline,
2. Provide information for design of temporary support of excavations during construction, and
3. Provide sufficient information to the District and the contractor to reduce the potential for changed conditions claims during construction.
4. Perform groundwater sampling and testing to categorize the dewatering activities.

Borings will extend to a depth that is sufficiently below the anticipated pipe invert elevations of the project to adequately characterize the soil profile and groundwater conditions. This approach provides sufficient subsurface information for an earthwork contractor to plan their operations and will benefit the District by providing a basis to refute potential claims of unforeseen site soil conditions and productivity. Encroachment permits will be obtained from Caltrans, fees waived by Caltrans for the District. Clearance of underground utilities will be accomplished through USA North. Mark the site for USA clearance. Utilize a narrow drill rig to locate geotechnical borings closer to the edge of the roadway to help reduce the impact on the local traffic during field investigation than would be possible with a larger rig. It is anticipated that one 8-hour day of drilling and sampling will be needed in order to complete a total of 3 borings, 2 near the ends of the pipeline segment and 1 near the middle. The borings will be drilled using a truck-mounted Simco 2400 SK-1 long stroke drilling rig

using solid flight augers. Borings will be extended to 10 feet below the pipeline invert. Soil samples will be obtained for testing using Standard Penetration Test (SPT) and Modified California samplers. The borings will be logged in the field by an engineering geologist from our office. The borings will be sealed in accordance with District Environmental Health Department and Caltrans Encroachment Permit requirements.

Groundwater samples will be collected using disposable bailors, in accordance with accepted protocol for the proposed test suite (see attached). The hollow-stem augers, rods, and soil samplers will be cleaned and pressure washed by the drilling subcontractor prior to use on the Project. During the site work, no anti-seize lubricant or WD-40 will be used. Samplers will be cleaned between the proposed borings using a triple rinse bucket system (Alconox/water/water). One-time sampling and testing will be performed. Groundwater samples will be appropriately stored for timely pickup by the analytical lab, following chain of custody procedures.

After completion of the drilling, soil samples retrieved from the borings will be reviewed and classified using the Unified Soil Classification System. Selected samples will be tested in our geotechnical laboratory in Oakland and Cooper Testing Labs in Palo Alto to determine representative soil properties. Anticipated testing will include index properties such as in-situ moisture and density and Atterberg Limits as well as shear strength testing.

Groundwater samples from the borings will be tested for a range of potential contaminants, referencing Monterey 1 Water Ordinance No. 2008-01 and Central Coast RWQCB Order No. R3-2017-0042. One-time sampling and testing will be performed.

The scope of work includes one-time sampling and testing of the receiving body of water (Laguna Del Rey) in the event that the effluent (discharge) water quality exceeds the Low Threat NPDES General Permit (LTGP) limits to determine if Laguna Del Rey is similarly impacted or is of better water quality to provide the Water Board sufficient information to permit the discharge. If this is not required, a credit will be applied to the District in the amount reflected on the fee summary for sampling and testing not performed.

Engineering analyses of the information obtained during the subsurface exploration program will be undertaken to establish the design parameters for the replacement pipeline segment. The laboratory test results will be used as the basis for developing soil pressures anticipated for trench shoring.

Groundwater test results will be provided in memo and table format for determining permitting requirements and for inclusion in the Contract Documents (performance specifications).

The results of our field work, laboratory testing, and engineering analyses will be documented in a Geotechnical Investigation Report that will provide pipeline design parameters and recommendations for design of temporary shoring and will serve as the baseline of subsurface conditions that will be encountered by the contractor during construction. A Draft and Final Geotechnical Exploration Report will be provided.

Pre-Design Memorandum: IEC will evaluate the items discussed in our approach in close coordination with the District. The evaluation will include preliminary cost analysis and alignment figures. IEC will meet with the District and present the ideas. Comments received will be addressed and the pre-design memo will be finalized prior to proceeding with 50% design. Two alternatives will be evaluated.

Surveying and Mapping: Survey will be in accordance with the District CADD guidelines and design standards. Surface features will be included in the site survey, including but not limited, to blowoffs, air/vacs, valve cans, power and telephone poles, signal cabinets, traffic signals, fences, walls, trees over 4 inches in diameter, sidewalks, valve cans, edge of pavement, curbs, gutters, driveways, storm drain inlets, sewer and storm drain manhole rims, dipping manholes to obtain invert elevations, and size of pipeline for storm drains and sewers. Map boundaries, property lines, right-of-way, and easements, per record information. Upon receipt of the survey and evaluation of the proposed sewer alignment, any

potential easement and right of way issues shall be brought to the District's attention. The limits of survey included in this scope are the project limits as shown in the RFP, and 100-ft beyond the intersections of Canyon Del Rey Ave/Hilby Ave and Canyon Del Rey Ave/Harcourt Ave for a total length of 1,000 linear feet, the width shall be 50-ft beyond the westerly and easterly sidewalks.

Task 3 – Preparation of Construction Documents

Contract Documents: IEC will prepare bid ready set of Contract Documents, including construction drawings, special provisions, technical specifications, and engineer's cost estimates (PS&E). IEC will prepare milestone submittals at the 50% and Final levels for the District's review. IEC will utilize the District's front-end documents and will prepare CSI-format technical specifications using the District's Standards.

IEC's project manager, a registered Civil Engineer in the state of California and the Engineer of Record for the project, will sign and seal each original final mylar. In addition, the project manager will sign and stamp the title page of the specifications to be included in the Contract Documents and the design calculations for the project.

A complete set of construction plans will be prepared to indicate construction elements, including the sewer pipe, manholes, trench resurfacing, traffic control, connections and tie-ins, plan and profiles, details, and other related design items. Plans will be prepared on "D" size 24"x36" sheets at 1"=40' horizontal scale.

The following sheets are anticipated:

G-1	Title Sheet/General Notes/Location Map
G-2	Legend and Abbreviations/Notes
C-1	Canyon Del Rey Blvd Sewer Plan and Profile
C-2	Details and Connections
CD-1,2	Standard Details
EC-1	Erosion and Sediment Control Plans
T-1	Traffic Control General Notes/Symbols/Legend
T-2	Traffic Control Plans
T-3	Traffic Control Details

As requested in the RFP, IEC will prepare calculations to support the design elements and submit to the District. IEC will prepare quantity take-offs as necessary to support the engineer's estimate. IEC will submit an engineer's estimate to the District as requested. IEC will prepare a construction schedule and submit to the District as requested.

Utility Pothole Investigations: IEC shall coordinate with the District prior to performing the utility pothole investigation. IEC shall prepare a pothole plan following 50% submittal and following the acceptance of the horizontal alignment by the District. The pothole plan shall include critical utility crossings and connection locations. The District shall approve the pothole plan. This scope includes five (5) potholes. The pothole locations will be identified using a PK nail and will be field surveyed along with USA dig alert markings subsequently added in the field, and this information will be included in the

construction drawings. IEC assumed Caltrans Permit Fees and bonding fees (if applicable) will be waived and/or paid for by the District.

Deliverables will be in accordance with RFP.

Task 4 – Coordination & Compliance with Stakeholders

IEC understands there are various key stakeholders and major public facilities located along this segment of road, such as, but not limited to:

1. City of Seaside Public Works, Parks Department (Laguna Grande Park)
2. California Department of Motor Vehicles (Hilby Ave)
3. City of Seaside, City Hall and Police Department (Harcourt Ave and SR-218)
4. Monterey Bay Unified Air Pollution Control District. (MBUAPCD)
5. Monterey Regional Stormwater Management Group
6. Monterey One Water
7. Utility companies (AT&T, PG&E, Comcast)

At the project onset, IEC will coordinate with those stakeholders and comply with local, state, and federal requirements. Meetings, if necessary, will be held accordingly to obtain project consensus and requirements for project compliance, two (2) meetings are assumed.

IEC will maintain an Agency Permit Log throughout the duration of the project. This ensures that submittals made to jurisdictional agencies and key stakeholders are completed in a timely fashion to avoid potential project delays. This log will contain submittal dates, dates of when comments were received, and will track follow-up phone calls and correspondence.

Task 5 – Caltrans and Other Permitting

IEC has successfully obtained both parallel and transverse encroachment permits from Caltrans Districts throughout California. Our approach is to meet with Caltrans' permit engineer, in this case, Peter Hendrix, during the pre-design phase knowing they will not provide official comments, input, or accept a permit application until plans are near to final and all the supporting documents are completed. However, negotiating their requirements early on allows us to design the project and traffic control considering their requirements and preferences for a smooth permitting process.

IEC will coordinate one (1) pre-design meeting with Caltrans and the District to discuss traffic control requirements and other Caltrans' expectations. IEC has found this to be very efficient when executed following the 50% design submittal, after the District has reviewed and concurred with the design. This approach provides Caltrans with enough details to provide guidance prior to IEC submitting the encroachment permit application.

Seamless Procurement of a Caltrans District 5 Encroachment Permit

Preliminary discussions with Caltrans District 5 indicate that they may require k-rail, this will be confirmed during the pre-design meeting. The following are the encroachment permit submittal requirements:

- Encroachment permit application (Items 1-30, including dewatering)
- Environmental Documentation
- 6 full size (24"x36") sets of Final plans (signed and stamped), and any applicable specifications, calculations, reports (geotechnical), etc.
- Water Pollution Control Plan (WPCP)

Caltrans will perform a cursory check for completeness of the encroachment permit application within 1 to 2 weeks of receipt. Once the application is determined to be complete, it will be routed internally for review. At the end of the 60-

day review period, Caltrans will either issue a permit or request additional documents. If additional documents are required, Caltrans may request another 60 days to review once the documents are resubmitted.

The District is exempt from Caltrans' review fees. However, after the initial review of the encroachment permit application, Caltrans will determine a deposit fee for the anticipated inspection costs and this deposit fee will be required at the time of the Contractor's application (i.e. double permit).

Task 6 – Environmental Permitting Support

IEC will provide technical support to Harris & Associates. We assume four (4) hours of coordination, clarification, or other design-related requests during design.

Task 7 – Bid Phase Services

Attend one (1) pre-bid meeting. Prepare meeting minutes including responses to questions asked during the pre-bid meeting. Distribute the meeting minutes to the District for review and approval. Respond to contractor's questions during the bidding period, assumed two (2) RFIs. Prepare and issue two (2) addenda. Assist the District with bid evaluations and preparation of an award recommendation.

EXHIBIT B

PAYMENT SCHEDULE

SEASIDE COUNTY SANITATION DISTRICT
FEE ESTIMATE FOR PROFESSIONAL SERVICES FOR THE CANYON DEL REY CMP SEWER LINE REPLACEMENT PROJECT

TASK	DESCRIPTION	*Title*	Principal QA/QC	Project Manager	Engineer I	CADD Designer	Word Processor	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		Rate	$245	$215	$125	$125	$98					
TASK 1	**PROJECT MANAGEMENT AND ADMINISTRATION**											**$3,600**
	Kickoff Meeting		2	2				4	$900			$900
	Monthly Progress Meetings (4)			8	8			16	$2,700			$2,700
	Project Administration		*Included in Other Tasks*									
TASK 2	**PRELIMINARY INVESTIGATIONS AND RESEARCH**											**$56,800**
	Site Investigation, Data Collection, Record Research				24			24	$3,000			$3,000
	Geotechnical Investigations			4				4	$900		$18,359 [1]	$19,300
	Baseline Groundwater Sampling, Testing, and Coordination			2	8			10	$1,400		$12,533 [1]	$13,900
	Receiving Body of Water (Laguna Del Rey) Sampling and Testing			2	4			6	$900		$3,478	$4,400
	Surveying and Mapping			4				4	$900		$12,600 [2]	$13,500
	Pre-Design Memorandum (4 pages max)			8	8			16	$2,700			$2,700
TASK 3	**PREPARATION OF CONSTRUCTION CONTRACT DOCUMENTS**											**$49,200**
	Develop 50% PS&E (10 sheets)		4	8	32	40	8	92	$12,500	$500	$9,169 [4]	$22,200
	Develop 100% PS&E (10 sheets)		4	8	32	40	8	92	$12,500	$500		$13,000
	Utility Potholing (5 total)			4	8			12	$1,900		$12,100 [3]	$14,000
TASK 4	**COORDINATION AND COMPLIANCE WITH STAKEHOLDERS**			4				4	$900	$200		**$1,100**
TASK 5	**CALTRANS DISTRICT 5**											**$3,300**
	Encroachment Permit Application Checklist (form TR-0402)			2				2	$400			$400
	Develop Encroachment Permit Application (50% design)			4	8			12	$1,900	$500		$2,400
	Finalize Encroachment Permit				4			4	$500			$500
TASK 6	**ENVIRONMENTAL PERMITTING SUPPORT**											**$900**
	Design Support for CEQA Clearance			4				4	$900			$900
TASK 7	**BID PHASE SERVICES**											**$4,000**
	Bidding Support			4				4	$900			$900
	Bid Phase RFI's (2 total)			4			2	6	$1,100			$1,100
	Bid Phase Addenda (2 total)			4			2	6	$1,100			$1,100
	Bid Award Recommendation			4				4	$900			$900
	Task Subtotal - Hours		**10**	**80**	**136**	**80**	**20**	**326**				
	Task Subtotal - Costs		**$2,450**	**$17,200**	**$17,000**	**$10,000**	**$1,960**		**$48,900**	**$1,700**	**$68,200**	**$118,900**

Subconsultants:

[1] Cal Engr and Geology (Geotechnical)

[2] Monterrey Bay Engineers (Surveying)

[3] Extaro (Potholing/CCTV Contractor)

[4] CHS (Traffic Control)

TOTAL T&M FEE NOT TO EXCEED TASKS 1-7 $118,900

EXHIBIT C

REQUEST FOR PROPOSAL AND PROPOSAL

PROFESSIONAL SERVICES FOR
CANYON DEL REY CMP SEWER LINE REPLACEMENT PROJECT

ADDENDUM NO. 2

January 30, 2018

Addendum No. 2 is being issued to provide clarity and responses to inquiries and requests for clarifications related to the Request for Proposal issued by the Seaside County Sanitation District for the Canyon Del Rey CMP Sewer Line Replacement Project.

RESPONSES TO QUESTIONS

1) **Question 10**: Does the District's CIP Agreement for Consultant Services, Paragraph 5 "PAYMENT" not to exceed $41,880 apply to this project?

   Response 10: No, that language does not apply to this RFP and is an error in the District's Agreement for Consultant Services "*Capital Improvements Projects Implementation*" from the affiliated SOQ. Please see the attached "Design Professional Service Agreement for Construction Projects" as the appropriate Proposed Agreement as referenced in Article IX "*General Description of Proposed Agreement*".

2) **Question 11**: Are record drawings available for the 3 segments of sewer pipe?

   Response 11: No, record drawings are unavailable for this Project.

3) **Question 12**: Confirm there are no sewer laterals along this replacement since CCTV was unsuccessful.

   Response 12: The presence of and/or number of existing sewer laterals has not been determined and/or confirmed.

4) **Question 13**: Does the City have available geotechnical reports for projects within half of mile of this project?

   Response 13: No, geotechnical reports are unavailable for this Project. Please note that geotechnical investigation and reporting is required as part of this RFP, specifically for the structural pavement section design, dewatering plans, and other related considerations.

5) **Question 14**: Are the appendices listed in the Sewer Master Plan available?

   Response 14: Yes, the appendices for the District's *Sewer Master Plan and Rate Study* dated May 2011 can be found at the following link:

   https://www.dropbox.com/sh/wx0zdhl51mom5g2/AADSLJTmomWLkDtlL5MPzAGFa?dl=0

6) **Question 15**: What CEQA document is anticipated for the project?

Response 15: The CEQA document that is anticipated is an Initial Study / Mitigated Negative Declaration.

7) **Question 16**: On Page 3, the District is asking for a detailed construction schedule with milestones. We would typically have the Contractor provide this at the beginning of construction. Can you clarify what the District wants here? We would generally estimate construction time/days of work for bidding and contract purposes, but leave construction details on schedule to the Contractor.

   Response 16: The District is interested in reviewing a detailed construction schedule with milestones produced by the Design Consultant in an effort to understand, rationalize, and defend the time allotted for completion based upon the Design Consultant's Construction Contract Documents. The District will also utilize the subject construction schedule as an informal planning instrument, as well as a 'benchmark' when reviewing the Contractor's Construction Schedule prior to commencement of construction activities as mentioned.

If there are any questions regarding this addendum, please contact Jason Caprio, PE at Jason.Caprio@weareharris.com or (661) 319-9251.

Sincerely,

Rick Riedl, PE
District Engineer

PROFESSIONAL SERVICES FOR
CANYON DEL REY CMP SEWER LINE REPLACEMENT PROJECT

ADDENDUM NO. 1

January 23, 2018

Addendum No. 1 is being issued to provide clarity and responses to inquiries and requests for clarifications related to the Request for Proposal issued by the Seaside County Sanitation District for the Canyon Del Rey CMP Sewer Line Replacement Project.

RESPONSES TO QUESTIONS

1) **Question 1**: Are there CCTV videos available for the sewer segments that are being replaced?

   Response 1: Yes, the District's CCTV videos were made available via a previously provided Dropbox link.

2) **Question 2**: Are there routine maintenance records available for the sewer segments that are being replaced?

   Response 2: No, there are no routine maintenance records available for the sewer segments that are being replaced.

3) **Question 3**: Are there routine maintenance records available for the nearby sewer segments that have since failed and been replaced as well (as described in the District's Sewer Master Plan and Rate Study)?

   Response 3: No. The subject replacements were performed more than 10 years ago.

4) **Question 4**: For nearby sewer segments that have failed and been replaced, what is the nature of the failure?

   Response 4: Based on available data and knowledge, the failures were due to corrosion of the CMP sewer main material.

5) **Question 5**: Task 01 says we will participate in a pre-construction meeting, but engineering services during construction are not being requested in the proposed Scope of Work. Do you want us to include ESDC, or remove this meeting from the list of meetings?

   Response 5: Engineering services during construction are not part of the Scope of Work. Therefore, please remove "pre-construction meeting" as a requirement of Scope of Work as described in Project Management and Administration (Task 01).

6) **Question 6**: Are the regular progress meetings face to face meetings or are conference calls acceptable?

   Response 6: Regular progress meetings may be conducted via telephone conference call in lieu of in-person meetings. However, the Project kick-off

meeting (1 meeting) and progress meetings specifically related to the deliverables (2 meetings) shall be in-person and held at the District's office.

7) **Question 7**: Task 3, #6, the RFP is asking for hydraulic calculations, we are anticipating not doing any hydraulic calculations as the pipe sizes/calculations were completed as part of the master plan and sizes are being provided to us. Are we re-verifying the calculations from the Master Plan?

   Response 7: No, hydraulic calculations as performed within and a part of the District's *Sewer Master Plan and Rate Study* dated May 2011 may be relied upon for said hydraulic calculations and recommendations for pipe diameter(s). The *Sewer Master Plan and Rate Study* can be found at the following link:

   https://www.ci.seaside.ca.us/370/Capital-Improvement-Program

   https://www.ci.seaside.ca.us/DocumentCenter/View/845

8) **Question 8**: For project submittal, Item #3, Relevant project experience feels redundant from our SOQ already submitted. We provided relevant sewer experience in the SOQ. Is this section necessary to be repeated? Each firm was selected because we all had sufficient relevant experience. Please confirm.

   Response 8: For Article III, "Form and Content of Proposal", Section 3 "Relevant Project Experience", the District is interested in select projects that the Design Consultant feels particularly strongly about showcasing as it relates to similarities with the Canyon Del Rey CMP Sewer Line Replacement Project. If redundancy is presented due to the original examples selected for "Relevant Project Experience" from the Statement of Qualifications (SOQ), that redundancy is acceptable. It is appropriate if the Design Consultant has relevant project experience that was not included in the SOQ, and now that a specific Project is identified, this is the opportunity for summarizing those projects.

9) **Question 9**: Section 4, Fee Schedule, can you clarify what you are asking for. Are you requesting our fees in a table by employee or are you requesting our rate schedule, which was submitted in the SOQ?

   Response 9: For Article III, "Form and Content of Proposal", Section 4 "Fee Schedule", the District is interested in receiving a time and material, not-to-exceed fee proposal, which includes hourly rates consistent with the previously submitted fee-related documentation from the SOQ.

ADDENDUM NO. 1
REQUEST FOR PROPOSALS
FOR CANYON DEL REY CMP SEWER
LINE REPLACEMENT PROJECT
JANUARY 23, 2018

If there are any questions regarding this addendum, please contact Jason Caprio, PE at Jason.Caprio@weareharris.com or (661) 319-9251.

Sincerely,

Rick Riedl, PE
District Engineer

Date: Janury 10, 2018

SEASIDE COUNTY SANITATION DISTIRCT

Request for Proposal

For Professional Services for the Canyon Del Rey CMP Sewer Line Replacement Project

Submit to:
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955

Submittal Deadline:
February 13, 2018 at 11:00 AM PST

REQUEST FOR PROPOSAL
CANYON DEL REY CMP SEWER LINE REPLACEMENT PROJECT
JANUARY 10, 2018

The Seaside County Sanitation District is formally requesting a Proposal from your firm to deliver complete construction contract documents for the Canyon Del Rey CMP Sewer Line Replacement Project. The following describes the Project and breaks down the Scope of Work, as well as the Proposal format.

I. PROJECT DESCRIPTION (from the District's CIP Project Information Sheet):

The Canyon Del Rey CMP Sewer Line Replacement Project proposes to replace three (3) existing sewer main segments due to poor physical conditions. The Project includes proposed replacement of approximately 810 feet of existing 12-inch diameter sewer main in Canyon Del Rey Boulevard (State Route 218) from Hilby Avenue to Harcourt Avenue. The segment near Harcourt Avenue, approximately 285 feet, will be upsized to a 15-inch diameter sewer main to provide sufficient capacity for future flow conditions.

II. SCOPE OF WORK

The Scope of Work included in this RFP shall include, but is not limited to, the following:

Task 01 – Project Management and Administration

The Design Consultant will perform general project management, administration, and coordination of the subject Project to proceed through a traditional delivery process. The Design Consultant will communicate effectively and often, including telephone calls, email correspondence, and other tasks that require a time commitment, but are not specifically described below. The Design Consultant will lead, attend, and participate in the Project kick-off meeting, progress meetings, review comment periods of deliverables, pre-construction meetings, and other necessary gatherings. This will also include providing progress status updates and correlated invoice documentation.
Progress Meetings – The Design Consultant shall schedule and hold regular progress meetings at least monthly and at other times as requested by the District. Prior to a progress meeting, the Design Consultant shall submit its progress meeting format to the District for review and acceptance.

Task 02 – Preliminary Investigations and Research

The Design Consultant will conduct preliminary and field investigations, as-built research, field visits, physical potholing, and other traditional data gathering efforts to support preparation of construction contract documents and to gather information on existing field conditions. The Design Consultant shall take steps reasonably necessary to ascertain the nature of the Project site and the design considerations.

Task 03 – Preparation of Construction Contract Documents

The Design Consultant will prepare and complete two (2) design deliverable packages of Construction Contract Documents consisting of a pre-final deliverable and final deliverable. The

preparation of front-end documents, plans, and technical specifications will also include the following disciplines and/or design considerations:

- Physical Survey including right-of-way data
- Temporary Traffic Control with Detour Plans
- Structural Pavement Section Design
- Dewatering Plans
- Temporary Sewer Bypass Plans

The following deliverables will also be developed and submitted at appropriate times during the Project:

- Anticipated Detailed Construction Schedule with Milestones
- Engineer's Opinion of Probable Construction Costs (EOPCC)
- Utility Locating and Potholing Report
- Caltrans Encroachment Permit (see Task 05)

Design Guidelines, Requirements, and Development

The Design Consultant shall design the Project in compliance with applicable laws, City (Seaside) and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the applicable noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the District's policies, and other reference specifications.

The Design Consultant shall prepare and submit design deliverable packages for review and acceptance by the District in accordance with this Scope of Work and an agreed upon schedule. The Design Consultant's acts of stamping and signing the plans, technical specifications, calculations, or other final design documents shall mean that the Design Consultant understands, accepts, and approves documentation and direction contained in or implied by the Construction Contract Documents.

The Design Consultant shall revise plans and technical specifications to incorporate comments received from the District, District's representative, other stakeholders, and permitting agencies. The Design Consultant shall respond in writing to all District comments on both submittals within ten (10) Working Days of the date of transmittal of the comments. The Design Consultant shall submit a completed QA/QC checklist or form for each design deliverable package.

In addition to the design deliverable packages specified (pre-final and final versions), the Construction Contract Documents shall also include Adobe Acrobat® and hard-copy submittals of the following:

1) One (1) complete set of full sized (24-inch x 36-inch) original mylar (final only) drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design Consultant.
2) One (1), 8½-inch by 11-inch, signed copy of the final front-end and technical specifications for a complete and approved copy suitable for reproduction.

3) One (1), 8½-inch by 11-inch, signed copy of the bid book for a complete and approved copy suitable for reproduction.
4) One (1) complete electronic file set of the final front-end and technical specifications in MS Word processing software format.
5) Any and all AutoCAD files.
6) One (1) complete set of engineering calculations, including hydraulic calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Construction Contract Documents presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible.

Task 04 – Coordination and Compliance with Stakeholders

The Design Consultant shall coordinate design requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design of this Project.

Task 05 – Caltrans and Other Permitting

The Design Consultant shall identify all permitting agencies and authorities having jurisdiction. The Design Consultant shall prepare permit applications and submit the applications to the District for review. The Design Consultant shall provide technical services as required by the permitting agencies during the permit acquisition process. The Design Consultant shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design Consultant shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits.

Task 06 – Environmental Permitting Support (By Harris & Associates)

Harris & Associates will perform the CEQA documentation and regulatory compliance for the Project. However, it should be anticipated that coordination, clarification, and design support will be provided in an effort to obtain environmental permitting and associated work related to the Project.

Task 07 – Bid Phase Services

The Design Consultant shall be available to receive, review, and respond to requests for information (RFIs) during the bidding phase of the Project. These responses will be issued to plan holders and potentials bidders in the form of an addendum. It should be anticipated that two (2) formal addenda may be issued during the subject bidding phase services.

III. FORM AND CONTENT OF PROPOSAL

The Proposal must be concise (maximum 10 pages) and include the following information:

Section 1: Project Approach to Address Scope of Work
Describe your firms approach to delivering this Project on time and within budget. Provide a Project schedule and identify milestones, including critical path items.

Section 2: Project Team
A one page organizational chart depicting the staffing proposed by your firm.

Section 3: Relevant Project Experience
Provide a brief one page summary that describes your firms experience with delivering similar projects such as this one. You may include project descriptions, however, they must be brief, to the point, and relevant.

Section 4: Fee Schedule
A one page time and material, not-to-exceed, fee schedule that includes the hourly rate for each employee who will be assigned to the Project and the fees for related support costs (mileage, prints, reproductions, etc.). Hourly rates are subject to the rates provided in your initial SOQ.

The Fee Schedule will not be counted towards the 10-page limit.

IV. QUESTIONS AND ADDENDA

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

Mr. Jason Caprio, PE – Senior Project Manager
Jason.Caprio@weareharris.com

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the District by **February 1, 2018**. Any District 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.

V. SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy via email of your Proposal to Jason Caprio no later than **11:00 a.m. Pacific Standard Time (PST) on February 13, 2017**.

Proposals received by the District after this deadline will not be accepted.

VI. SELECTION PROCESS

District staff will evaluate Proposals according to the criteria below. In addition, professionals outside of the District may be invited to evaluate Proposals:

1. Understanding of the Scope of Work and the District's overall objectives, and the Design Consultant's strategy for carrying out the required work tasks to accomplish these objectives. (50 points max)

2. Past experience and performance of the Design Consultant's team on similar work (including individuals in the firm assigned to do the work), including cost control, quality of work, and meeting scheduled milestone dates. (25 points max)

3. Familiarity with applicable practices and procedures for the work involved. (15 points max)

4. Organization, presentation, and content of Proposal. Conformance to the specified RFP format. (10 points max)

Total Possible Points: 100

The District may conduct interviews with some or all of the Design Consultants who submit Proposals, or it may make its selection based on the Proposals alone. The District will make this decision after it has reviewed the Proposals.

VII. SCHEDULE

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

Release of RFP	January 10, 2018
Request for Clarification	February 1, 2018
Proposal Submission Deadline	February 13, 2018 (11:00 AM)
Anticipated Award of Contract	March 13, 2018

VIII. ACCEPTANCE OR REJECTION OF PROPOSAL

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

IX. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the District will select a Design Consultant with which to enter into negotiations for the assignments described. The selected Design Consultant shall enter into contract negotiations with the District in substantial conformity with the selected Proposal and the form of the Seaside County Sanitation District's Standard Consultant Agreement.

X. INSURANCE REQUIREMENTS

The selected Design Consultant, at Design 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 Seaside County Sanitation District's Standard Consultant Agreement.

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

The selected Design Consultant shall satisfy these insurance requirements prior to approval of the Agreement

XI. EXAMINATION OF PROPOSED MATERIAL

The submission of a Proposal shall be deemed a representation and certification by the Design 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 Design Consultant was not fully informed as to any facts or condition.

XII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the District. At such time as the District Manager recommends a Design Consultant to the District Board all Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each Proposal which are defined by the Design Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The District 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 District may not be in a position to establish that the information that a Design Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the District will provide the Design Consultant who submitted the information with reasonable notice to allow the Design Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIII. 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 Design 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 Design Consultant and the Seaside County Sanitation District;

D. Evidence of incorrect information submitted as part of the Proposal;

E. Evidence of Design Consultant's inability to successfully complete the responsibilities and obligations of the Proposal; and

F. Design Consultant's default under any agreement, which results in termination of the Agreement.

XIV. NON-CONFORMING PROPOSAL

A Proposal shall be prepared and submitted in accordance with the provisions of this RFP's 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 District.

XV. 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 District's Standard Consultant Agreement. Exceptions proposed by the Design Consultant, if any, to the terms and conditions included in the District's Standard Consultant Agreement should have been addressed during the initial SOQ process. The District reserves the right to consider any Proposal exceptions during its evaluation of the acceptability of a Proposal.

B. This RFP does not commit the District 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 District reserves the right without limitation to:

1. Enter into an agreement with another Design Consultant in the event that the originally selected Design Consultant defaults or fails to execute an Agreement with the District;
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 District.

D. The District reserves the right to verify any information provided during the RFP process. The District may contact references listed or any other person known to have contracted with the Design Consultant.

E. An agreement shall not be binding or valid with the District unless and until it is executed by authorized representatives of the District and of the Design Consultant.

F. While it is the intent of the District to proceed with this Project, this solicitation does not obligate the District to enter into an Agreement. The District retains the right to cancel this RFP at any time should the Project be cancelled, the District loses the required funding, or it is deemed in the best interest of the District. No obligation either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a Proposal.

G. Failure to execute the Agreement within the time frame identified shall be sufficient cause for voiding the award.

H. Failure to comply with other requirements shall constitute failure to execute the Agreement. If the selected Design Consultant refuses or fails to execute the Agreement, the District may award the Project to the next qualified highest ranked Design Consultan

Project No. 18: Canyon Del Rey Sewer Line Replacement

Seaside County Sanitation District Capital Improvement Project Information Sheet

Project Location: Seaside

Project Trigger

- [x] Existing Condition
- [ ] Future Condition

Jurisdiction

- [x] City of Seaside
- [ ] City of Del Rey Oaks
- [ ] Sand City

Project Benefit

Existing Customers	90%		
New Development	10%		
Region A	0%		
Region B	5%	Region D1	2%
Region C	0%	Region D2	3%

Project Components

- [x] Upgrade Gravity Pipeline
- [ ] New Gravity Pipeline
- [ ] Upgrade Lift Station
- [ ] Upgrade Force Main
- [x] Rehabilitation/Repair
- [ ] Inspection and/or analysis
- [ ] Replace Manhole or Rodhole

Project Scheduling

Est. Construction Duration: 6 weeks

Project Need

- [ ] Insufficient capacity for existing flow
- [x] Insufficient capacity for future flow
- [x] Existing condition limits O&M
- [ ] Reduction of I/I & sand infiltration

Project Cost Breakdown

Construction Cost	$	403,000
Planning, Engineering, CM, Legal/Admin (40%)	$	162,000
Project Management (15%)	$	60,450
Total Project Cost	**$**	**625,450**

Project Description

The Canyon Del Rey CMP project proposes to replace three existing sewer pipe segments due to potentially poor physical condition. Through routine maintenance operations, the District has determined this sewer main may not be structurally sound, and a nearby stretch of sewer main originally constructed at the same time has already failed and been replaced. The project includes approximately 810 feet of existing 12-inch pipe on Canyon Del Rey from Hilby Avenue to Harcourt Avenue. The pipe segment at Harcourt Avenue, approximately 285 feet, will be upsized to 15-inch to provide capacity for future flow conditions.

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 6.E.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: April 10, 2018

SUBJECT: **RECEIVE PRELIMINARY ANALYSIS FOR PROVIDING SEWER COLLECTION SERVICE TO THE PROPOSED DEVELOPMENT IN THE CITY OF DEL REY OAKS AND PROVIDE DIRECTION TO STAFF**

PURPOSE

The purpose of this item is to provide preliminary design concepts and probable cost for constructing sewer collection system improvements to a proposed development within the City of Del Rey Oaks.

RECOMMENDATION

Receive the memorandum outlining the preliminary design concepts and probable cost for constructing sewer collection system improvements to a proposed development within the City of Del Rey Oaks.

BACKGROUND

The City of Del Rey Oaks is interested in improving the area of the city within the former Fort Ord. One of the first development parcels could be a proposed RV park along South Boundary Road near the southeast end of the city. The SCSD retained Wallace Group to provide preliminary design concepts and estimated cost of construction to provide sanitary sewer collection service to this area. On March 16, 2018, the attached memo was submitted by the Wallace Group summarizing design alternatives and estimated costs. On March 16, the memo was forwarded to the City of Del Rey Oaks.

At this time, the near-term estimated capital cost for wastewater service is estimated at approximately $2 million (refer to Table 7 in the attached report). In the long-term, additional costs must be incurred to serve the proposed wastewater flows from the City of Del Rey Oaks development areas within the former Fort Ord. This future cost (expressed in present-day

dollars) is on the order of $5 million (refer to Table 8 in the attached report).

FORA is proposing to improve South Boundary Road with construction completed prior to 2020. The underground utilities for this road should be designed as a part of this effort. The estimated cost for designing the underground sewer utilities is estimated at about $250,000. A cost effective alternative to complete the sewer design could be to have the engineering firm retained by FORA incorporate this as a part of their scope of work or the SCSD could retain a design firm to complete the sewer design. Either way, the cost for the design effort would need to be funded by the City of Del Rey Oaks or the developer.

FISCAL IMPACT

There is no fiscal impact by receiving this report.

ATTACHMENTS

1. Memo Del Rey Oaks RV Park Sewer Analysis

Reviewed for Submission By:

_____

Craig Malin, District Manager

MEMORANDUM

Seaside Community Services District
Monument RV Park

Date: March 16, 2018

To: Rick Riedl, PE

From: Kari Wagner, PE
Steven G. Tanaka, PE

Subject: City of Del Rey Oaks - Proposed Monument RV Park

This memorandum summarizes Wallace Group's comments to the proposed Monument RV Park, to be located in the City of Del Rey Oaks (CDRO) off of South Boundary Road, east of General Jim Moore Boulevard. This memorandum addresses potential impacts to existing sewage collection system facilities as a result of this proposed Development.

Background

Wallace Group prepared the Seaside County Sanitation District's (District) sewer master plan, dated May 10, 2011. The master plan effort included the modeling of existing sewage flows, and anticipated build-out sewage flows including un-developed former Fort Ord areas. In particular, the area known as Region B, within and east of the City of Del Rey Oaks, would contribute wastewater flows in the area of this proposed RV Park. Sewer flows, based on land use/zoning for this Region, were already modeled and impacts evaluated during the master plan development. This effort will be reviewed and re-visited as part of the Monument RV Park sewer evaluation.

Objectives

The District provided the Developer with a preliminary cost opinion for providing a sewer line to serve the proposed RV Park, at approximately $3 million. One key objective of this study/memorandum is to further refine this cost opinion. Sewer flows from the former Fort Ord area were modeled in the District's sewer master plan; however, the modeled flows were based on general zoning assumptions at that time.

It will be important to review what zoning and land use was modeled for future Region B flows, as mentioned above, and whether the proposed RV Park flows were adequately modeled within this projected future demand, or if the proposed use has higher wastewater flows than previously modeled. In addition, it will be important to evaluate how the wastewater from the proposed RV Park will be conveyed through the existing collection system. Phasing of the RV development, and how Phase 1 lower flows should be handled, must be assessed in light of future phases and other potential development within Region B.

Project Description

The proposed RV Park will consist of the following:

- Phase 1, 71 RV units including other RV Park facilities (see description below);
- Phase 2, an additional 38 RV units for total of 108 RV units;
- Phase 3 “build-out” adding 101 RV sites, for a total of 210 RV units.

For Phase 1, in addition to the 71 RV spaces, support features to the RV Park will be constructed. This includes the Great Lodge facility, which will include administration, general store, a great room/game room, fitness center, snack bar, arcade area, laundry and showers, heated pool, playground and ball park. A future pavilion will be added as part of Phase 2 or 3. These support facilities will be utilized by RV Park campers, and are not expected to generate additional wastewater flows, except for several employees which will not result in significant flow generation (on the order of 10 to 15 gpd/person for RV Park employees).

For estimating purposes, the timing of the proposed RV Park will be assumed as follows:

- Phase 1, construction to start 12 to 18 months from present day;
- Phase 2 to occur 5 years after completion of Phase 1;
- Phase 3 to occur 5 years after completion of Phase 2.

It is assumed that the Park amenities will not generate any more wastewater than what is projected through the per unit wastewater flows for each RV space. The Project Proponent used a 75 gpd/unit wastewater flow for each RV unit/space, which covers general sanitation, showers, laundry, recreation, and other daily activities, whether the residents make use of the common facilities or not.

The daily wastewater flow estimate also includes an estimate of RV dump flows, which are expected flows to be in addition to the daily wastewater flow for each unit, assuming an RV may arrive at the RV Park with a partial tank load that will discharge at the RV Park. This daily estimate of RV dump flows is considered to be fairly minor compared to the total daily flow estimated. Phase 1 RV dump estimates were provided by the Project Proponent; the Phase 2 and 3 RV Dump estimates were escalated by ratio of number of units for Phases 2 and 3. For the RV Park, average daily wastewater flows are summarized below.

- Phase 1, 71 units@75gpd/unit=5,325 gpd; RV Dumps, 6/day@25gal/dump=150 gpd; total flow, 5,400 gpd.
- Phase 2, 109 units@75 gpd/unit=8,175 gpd; RV Dumps, 10/day@25gal/dump-250 gpd; total flow, 8,425 gpd.
- Phase 3, 210 units@75 gpd/unit=15,750 gpd; RV Dumps, 18/day@25gal/dump=450 gpd; total flow, 16,200 gpd.

Peaking Factors. The following peaking factors are proposed by the Developer:

- Peak Day Flow, 2.5xADF
- Peak Hour Flow, 4.0xADF

For the RV Park, peak day and peak hour wastewater flows are summarized in Table 1.

Table 1. Monument RV Park Sewage Flows by Phase

	Flows, gpd		
Phase	1	2	3
ADWF	5,400	8,425	16,200
Max Day	13,500	21,063	40,500
Peak Hour	21,600	33,700	64,800

Evaluation of Developer-Provided Wastewater Flow Projections

The Developer has estimated wastewater flows from the RV Park to average 75 gpd/unit. This flow estimation would include contributions from other common areas such as the lodge, comfort station, general store and other common facilities used by all RV Park campers. In general, Wallace Group concurs with the Developer's estimation of wastewater flows and finds the wastewater flow estimates consistent with other sources. Other sources for similar type flows include:

- Clark Regional Wastewater District: 75 gpd/unit average flow
- Metcalf & Eddy (5th Edition): (Table 3-5) 60 to 113 gpd/space with individual connection; average 75 gpd/unit

Sewer Service Alternatives Analysis

There are three basic alternatives to provide sewer service to Monument RV Park:

1. **Alternative 1**. Via South Boundary Road to General Jim Moore Boulevard (GJMB) to Highway 218 (Canyon Del Rey Boulevard, or CDRB)
2. **Alternative 2**. Via South Boundary Road to GJMB to Kimball or Hilby Avenue (a pumped alternative to Plumas Avenue would only gravity flow the sewage back to CDRB, thus this option was eliminated from further consideration)
3. **Alternative 3**. Via South Boundary Road to GJMB to Broadway Avenue

For all three alternatives, a gravity sewer will need to be constructed in South Boundary Road to GJMB. This gravity sewer will need to be timed with the construction of the re-alignment of South Boundary Road as it approaches GJMB.

The alternatives will need to address gravity versus pumped (lift station) flow, crossing the major culvert at GJMB north of CDRB (siphon "above" or below the culvert), and phasing considerations of the proposed RV Park Project. Initial flows from the RV Park will be small, which can tend to create issues with O&M should facilities be oversized to accommodate future growth that may not occur for a number of years. Each of the three alternatives will also consider the former Fort Ord areas, defined as Regions B and C in the sewer master plan. Figure 1 depicts the location of these two Regions relative to the RV Park and area roadways and existing sewers.

RV Park Collection System. Review of the on-site collection system is not part of this analysis. It is assumed that the RV sewage flow will be received on South Boundary Road at the RV Park main entrance.

The old alignment of South Boundary Road, however, will be maintained by the City of Del Rey Oaks for utility corridors.

Alternative 1 - Convey Wastewater Flows to CDRB

To convey wastewater to CDRB from GJMB, wastewater can flow by gravity from South Boundary Road, south towards CDRB. The new South Boundary Road plans, by Creegan & D'Angelo indicate a downhill slope from the proposed development, westerly to Station 18+00 (Southwest Access), then has an "uphill" slope for 1,000 LF to Station 8+00 before again descending to GJMB. Seaside CSD standards require a minimum flow velocity of 2 ft/s under average flow conditions. For an 8" diameter gravity sewer, the minimum slope for an 8" gravity sewer is around 0.4% (0.4 foot drop per 100 feet length). This would result in the need for 4 feet of fall within this 1,000 LF reach. With a grade rise of 4 feet shown on the profile, plus an estimated average burial depth for the gravity sewer of around 7 feet, results in the gravity sewer being around 15 feet deep in (new) South Boundary Road at the crest of the roadway. Alternatively, the new gravity sewer can be aligned in old South Boundary Road, transitioning off the new alignment near Community Center Road (around Sta. 11+00 to 12+00). This is the preferred alignment for the gravity sewer, understanding that old South Boundary Road will be maintained to support utilities such as this new gravity sewer. **Figure 2** depicts this alternative for serving Monument RV Park and Region B wastewater flows.

At GJMB and CDRB, there is an existing box culvert crossing GJMB north of CDRB. This culvert is approximately 10 feet deep and 8 to 10 feet wide, with the top of the culvert just below the road surface of GJMB. There are three sub-alternatives to crossing this culvert:

- Sub-Alternative 1 - inverted siphon (below culvert)
- Sub-Alternative 2 - siphon over top of culvert (there is sufficient grade change to accommodate this from South Boundary Road to CDRB
- Sub-Alternative 3 - sewer lift station and force main (force main could be attached to the top of the culvert on the downstream side of the culvert)

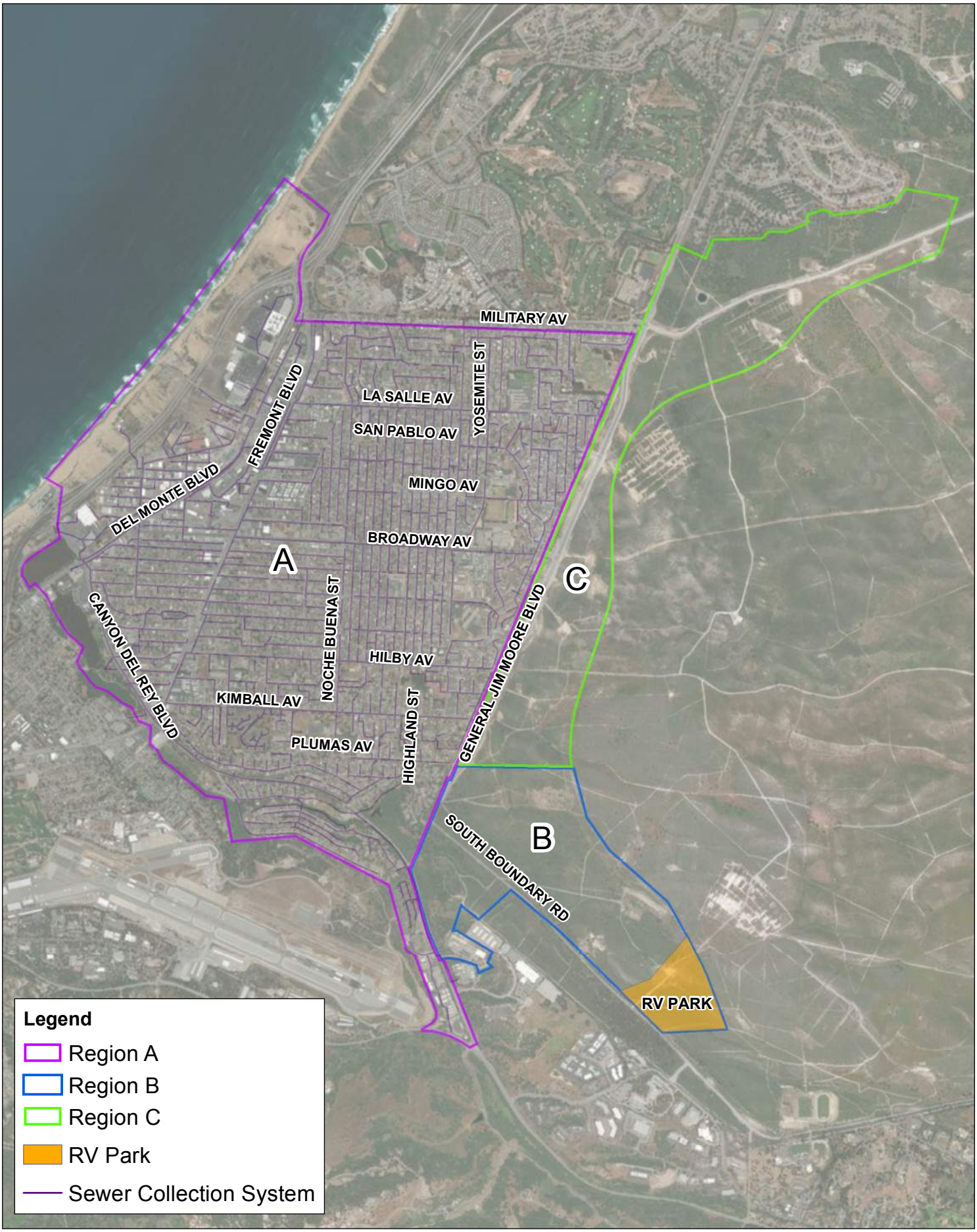


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FIGURE 1

REGION MAP

NOTES:
BASEMAP PROVIDED BY SCSD.
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NOTE:
MAX DAY SCENARIO
ASSUMES MASTERPLAN CAPITAL IMPROVEMENTS HAVE BEEN COMPLETED ALONG CANYON DEL REY BOULEVARD

SEASIDE COUNTY SANITATION DISTRICT

FIGURE 2

ALTERNATIVE 1: MAX DAY HYDRAULIC CAPACITY
RV PARK PHASE 3 FLOWS AND REGION B BUILD-OUT FLOWS

BASEMAP PROVIDED BY ARCGIS. WALLACE GROUP DID NOT PERFORM BOUNDARY SURVEY SERVICES FOR THIS MAP. NOT A LEGAL DOCUMENT. MAP PRODUCED FEBRUARY 2018.

The 2014 Ten States Standards has the following standard for inverted siphons: *Inverted siphons shall have not less than two barrels, with a minimum pipe size of 6 inches (150 mm). They shall be provided with necessary appurtenances for maintenance, convenient flushing, and cleaning equipment. The inlet and discharge structures shall have adequate clearances for cleaning equipment, inspection, and flushing. Design shall provide sufficient head and appropriate pipe sizes to secure velocities of at least 3.0 feet per second (0.9 m/s) for design average flows. The inlet and outlet details shall be so arranged that the design average flow is diverted to one barrel, and so that either barrel may be cut out of service for cleaning. The vertical alignment should permit cleaning and maintenance.*

Table 2. Monument RV Park Sewer Siphon (6") Velocities (ft/s) by Phase

	Velocity, ft/s - Single 6" siphon		
Phase	1	2	3
ADWF	0.04	0.07	0.13
Max Day	0.11	0.17	0.32
Peak Hour	0.17	0.27	0.51

Evaluating the Monument RV Park as a single stand-alone development, even Phase 3 build-out flows, during peak hour, cannot generate sufficient cleansing velocity in a single 6" siphon. The range of velocities for RV Park flows shown in Table 1, are summarized in Table 2. Depending on the timing of additional wastewater flows from Region B, the siphon option (whether under or over the culvert) would not be desirable given the low velocities that could be achieved.

For the entire Region B sewer flows, a single 6" siphon may be adequate for ultimate build-out flows. Region B flows that were modeled in the sewer master plan, are as follows:

- ADWF, 135,360 gpd (94 gpm)
- Max Day Flow, 208,888 gpd (140 gpm)
- Peak Hour Flow, 541,440 gpd (376 gpm)

Table 3. Region B Sewer Siphon (6") Velocities, ft/s (at build-out)

	Velocity in 6" Siphon, ft/s	
	Single Barrel	Double Barrel
ADWF	1.07	0.53
Max Day	1.59	0.80
Peak Hour	4.27	2.13

The corresponding velocities for a sewer siphon, single barrel versus double barrel, are shown in Table 3. Although the velocities achieved at build-out fall within the cleansing velocity parameters (at peak hour only) for a siphon, these velocities would not occur until build-out is reached. Thus, any single or double-barrel sewer siphon proposed in the early stages of development of Region B could be problematic from a maintenance standpoint with very low pipe velocities.

Based on this analysis, the sub-alternatives to siphon over or under the culvert on GJMB should be eliminated from further consideration.

Sub-Alternative 3, Sewer Lift Station. A sewer lift station serving Monument RV Park and other developments in Region B, conveying wastewater to CDRB is the only other option under Alternative 1. Timing of development will be key with respect to appropriately sizing the lift station pumps and wetwell to handle initial low flows, and how the lift station would then need to be upsized over time to accommodate future flows in Region B. With Monument RV Park being the first proposed development in Region B, and initial phase 1 flows at 5,400 gpd (4 gpm) average day dry weather flow, using a lift station to convey wastewater flows over the culvert in GJMB to CDRB would be feasible. With Phase 2 occurring at least 5 years later than Phase 1, and Phase 3 RV Park development a minimum of 10 years from now, the lift station can be sized and timed such that pump replacements/upgrades occur as future development flows occur. For this sub-alternative, the lowest elevation is right next to the culvert on GJMB; however, this may not be an ideal spot to place a lift station, and power supply may not be readily available. An alternative lift station location would be on old South Boundary Road near GJMB, since this right of way is reserved for utilities, and there will be no traffic on this road other than maintenance staff. However, at this location, the lift station would be 50 feet higher in elevation than at the culvert, which can create issues with air vacuum conditions during pump cycles. For the purposes of this alternative, the lift station will be assumed to be located on GJMB just north of the existing culvert paralleling CDRB.

Lift Station - Serving Monument RV Park Only. The lift station to convey wastewater to CDRB will only have lift requirements of approximately 10 feet, to lift wastewater over the culvert to the sewer manhole in the intersection of CRDB and GJMB. The minimum pump capacity will be around 100 gpm with a 4" force main, to allow suitable pipeline velocities in the force main, whether at Phase 1 or Phase 3 (Park build-out). This combination of head/lift and flow conditions will require a pump horsepower of only 1 HP. Table 4 summarizes the lift station parameters for Phases 1, 2 and 3 (assuming only flows from the RV Park are served).

Canyon Del Rey Boulevard - Impacts from Monument RV Park Flows as Stand-Alone Development. Phase 1, 2 and 3 wastewater flows from Monument RV Park were input into the sewer model. The critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. This modeling effort assumes that in-fill and future development in the City of Seaside, and corresponding near-term CDRB capital improvements (CIP 18 only), are in place as part of this model. The model results show that this Park as a stand-alone development, would not have any impacts to the already recommended near-term CIPs for the CDRB trunk sewer system.

Lift Station - Serving Region B Flows at Build-Out. If the lift station is to serve full build-out of Region B, the total wastewater flow based on the sewer master plan is as follows:

- ADWF, 94 gpm (135,360 gpd)
- Maximum Day Flow, 140 gpm (201,888 gpd)
- Peak Hour Flow, 376 gpm (541,440 gpd)

Table 4. Overview of Lift Station Parameters - GJMB/CDRB Lift Station Serving Monument RV Park Only

Lift Station Parameters	Phase		
	1	2	3
Wetwell Diameter, feet	4	4	4
Pump Horsepower	1	1	1
No. Pumps	2	2	2
Pump Discharge (each pump), gpm	100	100	100
Cycles per Hour@ave. flow	1.2	1.5	1.8
Cycles per Hour@peak hour flow[a]	4.1	5.4	5.7

[a]Phase 3 wetwell volume/operating height increased to control number of starts per hour during peak hour flow.

The lift station to convey wastewater to CDRB will still only have lift requirements of approximately 10 feet, to lift wastewater over the culvert to the sewer manhole in the intersection of CRDB and GJMB. However, if the wetwell is to remain at 4-foot diameter, in order to keep pump cycling at optimum, the wetwell would need to have an operating depth of 6 feet, which would deepen the wetwell by several feet. Alternatively, a second 4-foot diameter wetwell could be added in the future, the wetwell could be built now at 5-foot diameter (however, at Phase 1, the operating levels for pump control are very slim, making pump control more challenging), or the 4-foot diameter wetwell could be replaced with a 5-foot or larger diameter wetwell at the time it is needed in the future. At this point in the study, not knowing the timing of future flows, a specific recommendation will not be made. However, the build-out scenario would require a 400-gpm pump, which would likely warrant the larger diameter wetwell (to have a duplex station) to house both pumps. The pumps would need to be 5 HP each. The force main should be increased to 6-inch diameter at build-out, resulting in a pipe velocity of 4.5 ft/s.

Canyon Del Rey Boulevard - Impacts from Region B Build-out Flows. Similar to the Monument RV Park flow scenario, again the critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. The model results for Region B were presented in the sewer master plan, and already show that long-term CIPs to serve Region B will include CIPs -3, -6 and -7. Since RV Monument Park wastewater flows are included within this Region B build-out flow scenario, no further CIPs beyond the long-term CIPs already presented in the sewer master plan, are triggered as a result of this evaluation.

Alternatives 2 and 3 - Lift Station to Hilby Avenue or Broadway Avenue

The two alternatives to pump Region B (and Monument RV Park) flows to either Hilby Avenue or Broadway Avenue are similar, and therefore will be analyzed together. Similar to Alternative 1, the analysis will look at Monument RV Park as a stand-alone project, and then will be analyzed for full Region B build-out flows. For these two alternatives, it is assumed that any Region C future flows will enter Hilby Avenue or Broadway Avenue via gravity, or a separate force main, and thus Region C flows will not impact the Region B/Monument RV Park conveyance analysis from South Boundary Road to the point of discharge to the existing gravity sewer system; however, downstream impacts to the gravity sewer system must address Region B and C flows, together. Refer to **Figures 3a and 4**, respectively, for a graphic portrayal of Alternatives 2 and 3.

This evaluation further assumes that the future long-term upgrades (upgrade to existing 6" Hilby and 6" Broadway gravity sewers) must be implemented, and that Monument RV Park will need to pay their proportionate share for the sewer upgrades. Should Monument RV Park be required to construct these future CIPs upfront with the timing of their RV Park development, details of how the Monument RV Park development would fund or finance a portion or all of the construction work, and/or get reimbursed in later years for sewer capacity attributable to other development, is not detailed out as part of this study. However, this will be a key consideration between Seaside CSD, City of Del Rey Oaks, and the Monument RV Park Development.

The alternatives 2 and 3 for pumped flow from Region B will be laid out as follows:

- Sewer lift station to be located at old South Boundary Road near JGMB.
- A 4" to 6" force main will extend from the lift station to the closest manhole in Hilby Avenue or Broadway Avenue.
- Alternatives will address Monument RV Park for Phase 1, 2 and 3 flows (as a stand-alone project) and pumping all Region B flows to Hilby Avenue or Broadway Avenue.
- Due to the length of force main required for these alternatives, a discussion on sewage age and time required to pump through the force main will be included.

As with Alternative 1, timing of development will be key with respect to appropriately sizing the lift station pumps and wetwell to handle initial low flows, and how the lift station would then need to be upsized over time to accommodate future flows in Region B.

As noted in Table 5, the corresponding sewage retention times in the force main must be considered. As expected, for Phase 1 flows, a 4" diameter force main will result in a long retention time for sewage in the pipeline. This can result in maintenance concerns, and odors at the point of discharge. Sulfide control measures, such as the addition of ferric/ferrous chloride, and particularly as part of Phase 1 development, may be prudent to consider (injected at the lift station).

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FIGURE 3A

ALTERNATIVE 2: MAX DAY HYDRAULIC CAPACITY
RV PARK PHASE 3 FLOWS

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FIGURE 3B

ALTERNATIVE 2: MAX DAY HYDRAULIC CAPACITY
REGION B BUILD-OUT FLOWS

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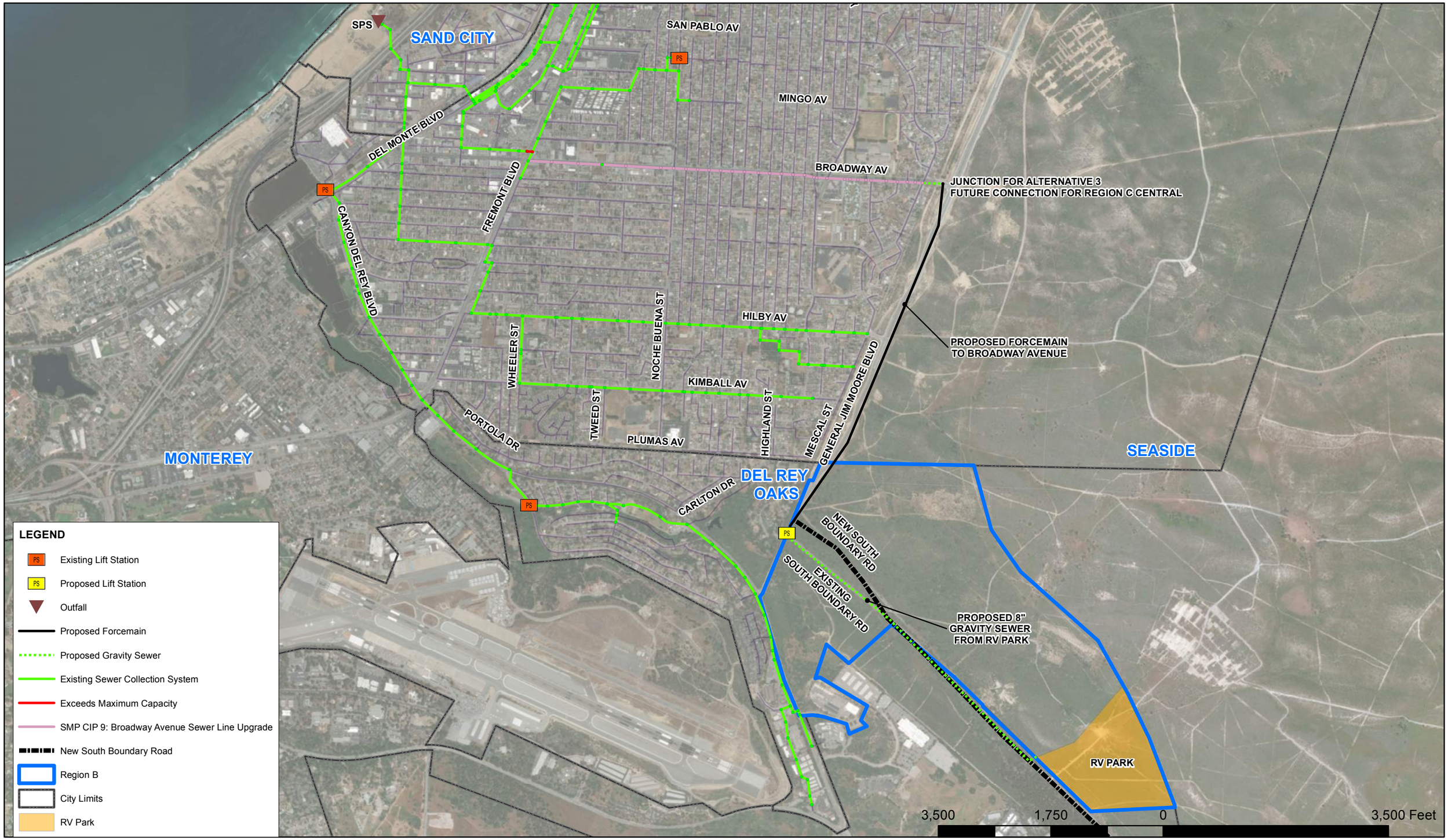

WALLACE GROUP
CIVIL ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
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SURVEYING/GIS SOLUTIONS
WATER RESOURCES
WALLACE SWANSON INTERNATIONAL
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

NOTE:
MAX DAY SCENARIO
ASSUMES MASTER PLAN CAPITAL
IMPROVEMENTS HAVE BEEN
COMPLETED ALONG BROADWAY AVENUE

SEASIDE COUNTY SANITATION DISTRICT

FIGURE 4

ALTERNATIVE 3: MAX DAY HYDRAULIC CAPACITY
REGION B BUILD-OUT FLOWS

BASEMAP PROVIDED BY ARCGIS.
WALLACE GROUP DID NOT
PERFORM BOUNDARY SURVEY
SERVICES FOR THIS MAP. NOT
A LEGAL DOCUMENT. MAP
PRODUCED FEBRUARY 2018.

Service to Monument RV Park Only. The lift station to convey wastewater to Hilby Avenue and Broadway Avenue will have static lifts of approximately 230 feet and 255 feet, respectively. However, the minimum requirement for pumping will be the same as for Alternative 1 (100 gpm with a 4" force main, to allow suitable pipeline velocities in the force main, whether at Phase 1 or Phase 3 (Park build-out)). This combination of head/lift and flow conditions will require a pump horsepower of 17.5 HP and 20 HP, respectively. Table 5 summarizes the lift station parameters for Phases 1, 2 and 3 (assuming only flows from the RV Park are served).

Table 5. Overview of Lift Station Parameters - GJMB to Hilby or Broadway - Serving Monument RV Park Only

Lift Station Parameters	Phase		
	1	2	3
Wetwell Diameter, feet	4	4	4
Pump Horsepower (Hilby/Broadway)	17.5/20	17.5/20	17.5/20
No. Pumps	2	2	2
Pump Discharge (each pump), gpm	100	100	100
Cycles per Hour@ave. flow	1.2	1.5	1.8
Cycles per Hour@peak hour flow[a]	4.1	5.4	5.7
Sewage Retention Time in Force Main, Hours (Hilby/Broadway)	10.0/17.3	6.4/11.1	3.3/5.8

[a]Phase 3 wetwell volume/operating height increased to control number of starts per hour during peak hour flow.

Hilby Avenue Point of Discharge - Impacts from Monument RV Park Flows as Stand-Alone Development. Phase 1, 2 and 3 wastewater flows from Monument RV Park were input into the sewer model, with wastewater introduced into the gravity sewer system at Hilby Avenue/GJMB. The critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. The model input assumes that a portion of Region C flows (lower point of entry) enter by gravity at Hilby, as was modeled in the sewer master plan; however, only Monument RV Park contributes additional flow (assumed zero Region B flows).

The model results show that this Park as a stand-alone development, would spark upgrade to a gravity sewer reach of 1,425 LF in Hamilton Avenue, between Fremont Boulevard and Contra Costa Avenue, from existing 10" diameter to a recommended 12" diameter sewer. This CIP upgrade is in addition to the long-term CIPs recommended (CIP-10) to serve Region C flows. The reason that the Hamilton Avenue upgrade was not identified in the master plan model, is that there were no Region B flows that were introduced at Hilby Avenue (all flows were directed to Canyon Del Rey Boulevard). Refer

to **Figure 3a** for a depiction of this reach of sewer that requires upgrade due to the Monument RV Park flows.

Broadway Avenue Point of Discharge - Impacts from Monument RV Park Flows. Phase 1, 2 and 3 wastewater flows from Monument RV Park were input into the sewer model, with wastewater introduced into the gravity sewer system at Broadway Avenue/GJMB. The critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. The model flows include the upper portion of Region C (lower Region C flows enter at Hilby Avenue as described earlier), plus only Monument RV Park flows. The model results show that this Park as a stand-alone development, would not trigger any additional long-term upgrades beyond that already recommended (CIP-9) in the sewer master plan. There is one short reach of sewer, about 180 LF of gravity sewer in Fremont Avenue, between Broadway Avenue and the alleyway paralleling Broadway Avenue (between Broadway and Olympia Avenues), that has a marginal d/D of 0.8 at build-out flow conditions. Whether this upgrade is required can be deferred to later years as development and the timing thereof, unfolds.

Region B Build-out Lift Station. To accommodate Region B build-out flows, the wetwell would need to be sized to 6-foot diameter to minimize wetwell depth and optimize pump cycling. Pumps would need to be sized for 400 gpm, similar to Alternative 1 for build-out Region B flows; however, pump horsepower will range from 20.0 to 22.5 HP to pump to Hilby Avenue and Broadway Avenue, respectively. A 6-inch diameter force main is recommended, and with build-out flows, sewage retention time will range from 1.0 to 1.6 hours (thus, sewage age will not be an issue at build-out flows). It is noted, however, that for Phase 1 flows from Monument RV Park, a 6-inch force main would be undesirable until such time pumped wastewater flows increase as a result of other Region B development. One consideration would be to construct parallel 4-inch and 6-inch force mains as part of Phase 1, to eliminate the need for another construction project in later years.

Hilby Avenue Point of Discharge - Impacts from Region B and C Flows. Full build-out Region B plus Region C (lower portion) wastewater flows were input into the sewer model, with wastewater introduced into the gravity sewer system at Hilby Avenue/GJMB. The critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. The model results show that an upgrade of 1,425 LF of gravity sewer in Hamilton Avenue, between Fremont Boulevard and Contra Costa Avenue, must be upsized from existing 12" diameter to a recommended 15" diameter sewer, to accommodate the Region B flows in addition to Region C (lower portion) flows. Refer to this recommended upgrade location on **Figure 3b**.

Broadway Avenue Point of Discharge - Impacts from Region B and C Flows. Full build-out Region B plus Region C (upper portion) wastewater flows were input into the sewer model, with wastewater introduced into the gravity sewer system at Broadway Avenue/GJMB. The critical flow for the model, consistent with the sewer master plan, is maximum day demand (MDD) plus wet weather flow. The model results show that conveyance of all Region B flows to Broadway Avenue would trigger possibly only one additional upgrade, a short reach of 180 LF reach of gravity sewer in Fremont Avenue, between Broadway Avenue and the alleyway paralleling Broadway Avenue (between Broadway and Olympia Avenues), from existing 12" diameter to a recommended 15" diameter sewer. Without this upgrade to 15" diameter, the 12" sewer may see full pipe flow with Region B and Region C build-out flows.

Gravity Sewer in South Boundary Road

The gravity sewer that will convey wastewater from the Monument RV Park to the overall collection system, will need to be 8" minimum diameter, with a minimum slope of 0.004. Given the large variation in flows (Phase 1 RV Park average day flow, to Region B peak hour at build-out), an assessment of the range of velocities expected were calculated and are shown in Table 6. As can be seen, the velocities during the early phases of development for the RV Park and Region B in general, will require additional maintenance for the gravity sewer system in the early years due to the low velocities (below 2 ft/s) expected. However, the available sewer pipe slope on average, is well above minimum slope, and averages approximately 14% from the RV Park to GJMB. At full Region B build-out, peak hour flow, with the available slope, it is expected that maximum d/D value at peak flow will be well below 0.67, and that the 8" sewer will be sufficient to serve the entire Build-out of Region B.

Table 6. Summary of Gravity Sewer Velocities and Flow Depth, for 8" PVC SDR 35 Sewer Pipe

Q, gpm	d/D	Velocity, ft/s
3.8	0.1	0.9
9.4	0.1	1.1
11	0.1	1.2
15	0.1	1.3
45	0.2	1.8
94	0.3	2.3
376	0.7	3.2

Cost Summary for Serving Monument RV Park

A summary of costs, specific to serving Monument Park based on Alternatives 1, 2 and 3, are summarized in Table 7. This summary table addresses only infrastructure costs to convey wastewater to the Seaside CSD sewer collection system. Please note that all total costs included in Table 7 include soft costs, including survey, design, permitting/environmental, construction management and engineering support during construction.

Table 7. Summary of Sewer Collection Costs to Convey Wastewater from Monument RV Park to the Seaside CSD Sewer Collection System

Item	Quantity	Unit Cost, $	Extended Cost, $	Total Cost[a], $	Monument RV Park Infrastructure Cost Summary[a], $ Alternative 1	2	3
8" Gravity Sewer, Park to GJMB, LF	5,500	$ 125	$ 687,500	$ 962,500	$ 962,500	$ 962,500	$ 962,500
8" Gravity Sewer, GJMB to CDRB	1,000	$ 125	$ 125,000	$ 175,000	$ 175,000	$ -	$ -
Lift Station, EA	1	Varies	Varies	Varies	$ 150,000	$ 200,000	$ 225,000
4" Force Main, LF	40	$ 75	$ 3,000	$ 4,200	$ 4,200	$ -	$ -
4" Force Main, LF	3,500	$ 75	$ 262,500	$ 367,500	$ -	$ 367,500	$ -
4" Force Main, LF	6,100	$ 75	$ 457,500	$ 640,500	$ -		$ 640,500
SUBTOTAL:					$ 1,291,700	$ 1,530,000	$ 1,828,000
Contingency, 30%					$ 387,510	$ 459,000	$ 548,400
Connection Fee[b]					$ 206,000	$ 206,000	$ 206,000
TOTAL COST ESTIMATE[a]					**$ 1,679,210**	**$1,989,000**	**$2,376,400**

[a]*All total costs in this table include soft costs (40% of hard construction cost) for administration, survey/engineering, permitting/environmental, construction management and engineering support during construction. All costs expressed in Year-end 2017 dollars, and costs must be escalated to the future midpoint of construction using the San Francisco ENR Index.*
[b]*Estimated connection fee including escalation to Year 2019. Connection fees to be confirmed by Seaside CSD at time service request is processed. Connection fee shown is for collection system only, and does not include treatment plant connection fee for Monterey Regional WRF.*

Sewer Connection Fees for Monument RV Park

Current Sewer Connection fees are set by Ordinance No. 18, An Ordinance Amending District Ordinance No. 9 Establishing Sewer Connection Fees. For a single EDU, defined as generating sewage in the amount of 189 gpd, the connection fee is $2,101.00. This ordinance was adopted July 2014. This rate is subject to annual escalation using the San Francisco Construction Cost Index (annual average index, ending June 30). The escalation factor is calculated as follows:

- FY 2014, 10,899.59 (June 2014)
- FY 2017, 12,014.72 (Feb. 2018)
- Escalation factor = 12,014.72/10,899.59 = 1.10
- FY 2018 sewer connection fee = $2,101*1.10 = $2,316 per edu (rounded)

For Monument RV Park, the connection fee is calculated as follows:

- Connection fee = (75/189)*$2,316 = $919 per RV Space
- For 210 units, the total connection fee is 210*$919 = ~$193,000 (expressed in FY 2017/18 dollars)

- Escalating the estimated connection fee to Year-end 2019, probable connection fee cost is ~$206,000.

It is noted that the calculated fee above must be confirmed by Seaside CSD at the time of the service request, and as with other capital costs, are expected to increase as costs escalate over future years.

Summary and Recommendations

Sewer service for Monument RV Park can be accomplished in several ways, as discussed in this memorandum. The alternative with the least sewer trunk capacity impacts and overall costs, for both serving the RV Park alone, and serving all of Region B, is to direct wastewater to Hilby Avenue, or Alternative No. 2. However, it is noted should Monument RV Park be required to share their portion of cost on a flow basis, that conveying flows to CDRB (Alternative No. 1) would be the most economical alternative for the Developer***. At this time, the near-term wastewater service cost and budget is estimated at approximately $2 million (refer to Table 7). In the long-term, additional costs must be incurred to serve Region B wastewater flows from the City of Del Rey Oaks, and this cost (expressed in present-day dollars) is on the order of $5 million (refer to Table 8).***

Whether the initial Phase 1 for Monument RV Park is served by a smaller lift station at the onset, then expands to a larger lift station in future years, will need to be decided upon as the timeline unfolds. However, this memorandum provides a general cost opinion for the infrastructure required of the City of Del Rey Oaks, in order to serve the RV Park and Regions B and C, based on these three alternatives presented herein. The details of financing and cost sharing for the initial infrastructure must be addressed between Monument RV Park and City of Del Rey Oaks.

For each alternative, the model results included consideration of how to share costs between Monument RV Park, Seaside, Region B (Del Rey Oaks) in total, and Region C future wastewater flows. Table 8 summarizes the estimated total cost opinion for the City of Del Rey Oaks to provide the necessary sewer infrastructure to serve Monument RV Park. Please note that all total costs included in Table 8 include soft costs, including survey, design, permitting/environmental, construction management and engineering support during construction. This estimate was prepared based on the following:

- Wastewater treatment plant (Monterey Regional Water Reclamation Facility) connection fees are not included as part of this study and cost analysis.
- Seaside CSD future Region A flows enter "downstream" of all near-term and long-term CIPs listed in the sewer master plan, and therefore Region A flows do not have impact on the recommended CIPs related to Region B and Region C wastewater flows.
- CIPs from the 2011 master plan were escalated to present-day costs, using the San Francisco ENR Indices for average year 2011 and 2017, which resulted in an escalation factor of 1.18. The final estimated costs in Table 8 were further projected to end of year 2019, using the escalation factor from the San Francisco ENR for year 2017 (1.03), extrapolated to two years (or 1.07).
- Note, all costs in Table 8 must continue to be escalated to future years, based on timing of construction.

- As noted earlier, the cost sharing agreement between Monument RV Park and the City of Del Rey Oaks is not addressed in this memorandum; however, it is envisioned that cost share calculations would be based on ratio or percentage of Monument RV Park flow, to total Alternative flow. For example, for Alternative 1, Monument Park ADWF is 11.25 gpm, and total Region B ADWF is 94 gpm. Therefore, for near-term and long-term CIPs in Canyon Del Rey Boulevard, Monument RV Park would need to contribute (11.25/94) 12 percent of the capital cost of indicated upgrades.

Table 8. Capital Cost Summary to Serve Monument RV Park and Region B Wastewater Flows in the Long-Term

Item	Cost Summary With Master Plan CIPs[a, b]		
	Alternative		
	1	2	3
Cost From Table 7	$ 1,291,700	$ 1,530,000	$ 1,828,000
Rosita LS (CDRB)	$ 1,022,588	$ -	$ -
Long-term CIP 5 - Angelus Way	$ 504,603	$ -	$ -
Long-term CIP 6 (from SMP) - CDRB	$ 1,435,918	$ -	$ -
Long-term CIP 7 (from SMP) - CDRB	$ 370,048	$ -	$ -
Near-term CIP 18 (from SMP) - CDRB at Hilby	$ 361,664	$ -	$ -
Long-term CIP 10 (from SMP) - Hilby	$ -	$ 1,723,449	$ -
12" to 15" Gravity Sewer Upgrade, Hamilton Ave.	$ -	$ 448,875	$ -
Long-term CIP 9 (from SMP) - Broadway	$ -	$ -	$ 1,981,161
12" to 15" Gravity Sewer Upgrade, Fremont Ave.	$ -	$ -	$ -
TOTAL CIPs	$ 4,986,522	$ 3,702,324	$ 3,809,161
Contingency@30%	$ 1,495,957	$ 1,110,697	$ 1,142,748
Total Estimated Sewer Service Connection Cost (Estimated Dec. 2019 dollars)[c]	$ 6,936,252	$ 5,149,933	$ 5,298,543

[a]All costs in this table include soft costs (40% of hard construction cost) for administration, survey/engineering, permitting/environmental, construction management and engineering support during construction. Near-term and Long-term CIPs noted in Table 8 are required based on future condition (Region B and/or C flows) model results and recommendations. Note that these capital costs DO NOT include any connection fees, for the collection system and treatment plant (Monterey Regional WRF).
[b]All costs expressed in Year-end 2017 dollars, and must be escalated to midpoint of construction to future years using San Francisco ENR Index.
[c]Calculated San Francisco ENR Index escalation factor for Year 2017 (1.03), projected two years for total escalation of 1.07.

SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT

Item No.: 7.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY:

DATE: April 10, 2018

SUBJECT: **FATS, OIL, AND GREASE (FOG) CORRESPONDENCE**

PURPOSE

RECOMMENDATION

BACKGROUND

FISCAL IMPACT

ATTACHMENTS

1. FOG Correspondence

Reviewed for Submission By:

_____

Craig Malin, District Manager

SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE * SEASIDE, CALIFORNIA 93955
Telephone (831) 899-6825 Fax (831) 899-6211

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(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) 899-6825

Jesse Avila
Legal Counsel
Office of the County Counsel
168 West Alisal Street
Third Floor
Salinas, CA 93901
(831) 755-5045

Lesley Milton
District Clerk
440 Harcourt Ave
Seaside, CA 93955
(831) 899-6707

March 6, 2018

Judy Glanville
A.G.Davi Property Management
484 Washington St STE D
Monterey, CA 93940

Subject: City Center
Re: Grease Source Control Program Requirements

Dear Ms. Glanville,

The Seaside County Sanitation District (SCSD) has contracted with Monterey One Water to implement its Fats, Oils, and Grease (FOG) Source Control Program. This letter is a follow up to the recent inspections conducted in Seaside's City Center on February 6th and 8th of 2018. The purpose of this letter is to inform you of the results of those inspections as well as relay ongoing requirements for the grease removal equipment.

The inspection by Monterey One Water personnel identified proper installation and equipment size for shared interceptors located within the parking lot. A review of interceptor pump out manifests reveals a service interval of approximately 8 months. Recent observations of grease related blockages downstream of the interceptors by SCSD maintenance staff indicates an increase of interceptor cleaning frequency is necessary.

You are instructed to have both interceptors cleaned every 3 months. SCSD has provided guidance to the waste hauler, PSTS, to document the percentage of FOG and solids removed with each manifest. An interceptor should not exceed 25% of its capacity with FOG or food solids. After a period of one year, the frequency may be adjusted depending upon the information provided by the manifests.

Maintenance records shall be submitted annually from the date of this letter. If maintenance records are not submitted in a timely matter, the SCSD may take additional action. If necessary, additional inspections of your grease removal equipment may be conducted to ensure the equipment is fully operational and in good repair. Copies may be faxed to 831-899-6211, emailed to SCSD@ci.seaside.ca.us or mailed to 440 Harcourt Avenue, Seaside, CA 93955, attention SCSD.

Your attention to this matter is greatly appreciated and will help the Seaside County Sanitation District avoid costly main line stoppages and sewer overflows. Please contact Kristen Rice at krice@ci.seaside.ca.us or at 899-6727 to coordinate submittal of maintenance records.

Sincerely,

Scott Ottmar, Senior Civil Engineer

Cc: Rick Riedl, District Engineer

SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE * SEASIDE, CALIFORNIA 93955
Telephone (831) 899-6825 Fax (831) 899-6211

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DISTRICT STAFF

Craig Malin
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440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6203

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Seaside, CA 93955
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Lesley Milton
District Clerk
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Seaside, CA 93955
(831) 899-6707

March 14, 2018

Diana Ramirez
900 Playa Ave
Sand City, CA 93955

Subject: McDonald's
Re: Grease Source Control Program Requirements

Dear Ms. Ramirez,

The Seaside County Sanitation District (SCSD) has contracted with Monterey One Water to implement its Fats, Oils, and Grease (FOG) Source Control Program. This letter is a follow up to the recent inspection of your restaurant that was conducted February 23, 2018. The purpose of this letter is to inform you of the results of that inspection as well as relay ongoing requirements for the grease removal equipment.

The preliminary inspection by Monterey One Water personnel identified proper installation, equipment size and maintenance of the 1,500 gallon grease interceptor. Please submit copies of the three (3) most recent manifests for pumping the interceptor along with proof of recycled cooking oil pick up. Continue to submit all future maintenance records on an annual basis or as requested by the SCSD. Current pump out frequency is set for every 3 months. Copies may be faxed to 831-899-6211, emailed to SCSD@ci.seaside.ca.us or mailed to 440 Harcourt Avenue, Seaside, CA 93955, attention SCSD.

If maintenance records are not submitted in a timely matter, the SCSD may take additional action. If necessary, additional inspections of your existing grease removal equipment may be conducted to ensure that the equipment is fully operational and in good repair.

Your attention to this matter is greatly appreciated and will help the Seaside County Sanitation District avoid costly main line stoppages and sewer overflows. Please contact Kristen Rice at krice@ci.seaside.ca.us or at 899-6727 to coordinate submittal of maintenance records.

Sincerely,

Scott Ottmar, Senior Civil Engineer

Cc: Rick Riedl, District Engineer

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March 14, 2018

Oscar Cuadra
1533 Fremont Blvd.
Seaside, CA 93955

Subject: Jack-N-The-Box
Re: Grease Source Control Program Requirements

Dear Mr. Cuadra,

The Seaside County Sanitation District (SCSD) has contracted with Monterey One Water to implement its Fats, Oils, and Grease (FOG) Source Control Program. This letter is a follow up to the recent inspection of your restaurant that was conducted February 23, 2018. The purpose of this letter is to inform you of the results of that inspection as well as relay ongoing requirements for the grease removal equipment.

The preliminary inspection by Monterey One Water personnel identified proper installation, equipment size and maintenance of the 1,200 gallon grease interceptor. Please submit copies of the three (3) most recent manifests for pumping the interceptor along with proof of recycled cooking oil pick up. Continue to submit all future maintenance records on an annual basis or as requested by the SCSD. Current pump out frequency is set for every 3 months. Copies may be faxed to 831-899-6211, emailed to SCSD@ci.seaside.ca.us or mailed to 440 Harcourt Avenue, Seaside, CA 93955, attention SCSD.

If maintenance records are not submitted in a timely matter, the SCSD may take additional action. If necessary, additional inspections of your existing grease removal equipment may be conducted to ensure that the equipment is fully operational and in good repair.

Your attention to this matter is greatly appreciated and will help the Seaside County Sanitation District avoid costly main line stoppages and sewer overflows. Please contact Kristen Rice at krice@ci.seaside.ca.us or at 899-6727 to coordinate submittal of maintenance records.

Sincerely,

Scott Ottmar, Senior Civil Engineer

Cc: Rick Riedl, District Engineer

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March 6, 2018

Ricardo Morales
1950 Fremont Blvd
Seaside CA 93955

Subject: La Vina Market, 1950 Fremont Blvd.
Return to Compliance

Dear Mr. Morales,

On December 15, 2017, The Seaside County Sanitation District (SCSD) issued a letter outlining action items to be completed to satisfy deficiencies found during the October 31, 2017 inspection for the subject business. Specifically, SCSD required the following:

1. Cease use of the 3-compartment sink or hire a plumber to connect the sink to the grease trap.
2. Submit maintenance records for the grease trap.

The SCSD is in receipt of the letter from Jesus Plumbing indicating the 3-compartment sink has been connected to the grease trap. Furthermore, the SCSD has received and reviewed the maintenance records from your waste hauler HMB Trap Recycle. Based upon review of these records, the maintenance frequency for the grease trap shall be every 3 months.

Thank you for your prompt attention and response to SCSD regarding your grease removal equipment. Your restaurant is now in compliance with SCSD requirements. Please continue to send your pump out manifests and recycled oil receipts via email at SCSD@ci.seaside.ca.us, by fax to 899-6211 or mail to 440 Harcourt Ave Seaside, CA 93955, attention SCSD on an annual basis.

Sincerely,

Scott Ottmar, Senior Engineer

Cc: Rick Riedl, District Engineer