



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 93955

(831) 394-3054

Pat Lintell

Second Vice Chair

City of Del Rey Oaks

650 Canyon Del Rey

Del Rey Oaks, CA

93940

(831) 394-8511

DISTRICT STAFF

Craig Malin

District Manager

440 Harcourt Avenue

Seaside, CA 93955

(831)899-6701

Rick Riedl

District Engineer

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6884

Jesse Avila

Legal Counsel

County Counsel

168 West Alisal Street

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, May 8, 2018 9:30 AM,

City of Seaside Conference Room

440 Harcourt Ave, Seaside, CA 93955

1. CALL TO ORDER

Ralph Rubio

Jerry Blackwelder

Pat Lintell

Chair

First Vice Chair

Second Vice Chair

2. ROLL CALL

3. CONSENT AGENDA

A. APPROVAL OF MINUTES FROM THE APRIL 10, 2018 REGULAR MEETING.

PURPOSE: To review and approve the minutes from the April 10, 2018 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. ACCEPT AND FILE CASH AND INVESTMENT REPORT FOR QUARTER ENDING MARCH 31, 2018.

PURPOSE: Accept and file the Seaside County Sanitation District December 30, 2017 Cash and Investment Report.

RECOMMENDATION: Accept and file report.

C. APPROVAL OF APRIL 2018 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE: Approval of expenditures for April 2018 for the Seaside County Sanitation District in the amount of \$272,628.01.

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

D. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR APRIL 2018.

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

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

4. NEW BUSINESS

A. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY THREE THOUSAND SEVENTY THREE DOLLARS (\$163,073) FOR THE DEL MONTE BOULEVARD SEWER LINE UPGRADE PROJECT

PURPOSE: The purpose of this item is for the District's Board to consider approval of an agreement with Wallace Group to provide professional engineering and technical services for the Del Monte Boulevard Sewer Line Upgrade Project.

RECOMMENDATION: It is recommended that the Board adopt a resolution approving the Professional Services Agreement with Wallace Group for an amount not to exceed One Hundred Sixty Three Thousand Seventy Three Dollars (\$163,073) to provide professional engineering and technical services for the Del Monte Boulevard Sewer Line Upgrade Project and authorizing the District Manager to execute the Agreement.

5. 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.

6. BOARD MEMBERS COMMENTS

7. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
June 12, 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, April 10, 2018 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

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

2. ROLL CALL

Present: Lintell, Blackwelder, Rubio

3. ORAL COMMUNICATIONS COMMENTS

There were no public comments.

4. CLOSED SESSION

Chair Rubio open public comment, seeing none, Board moved to closed session. SCSD Legal Counsel recused himself from the closed session item.

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

Board reported that they gave direction to staff and there is nothing to report.

5. 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 MARCH 13, 2018 REGULAR MEETING.

Action: Approved

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

Action: Approved

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

Action: Received

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**

*Action: Authorized
Received*

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**

Item presented by District Engineer Rick Riedl. He informed the Board that SCSD considered upgrading uplifting three substations according to capital improvement program there was a bid packet put together there was one bid received and it was over the engineer estimated and that is becoming a trend. There were questions by the Board about the redesign.

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 resolution to read All Previous Bids instead of All Bids.

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

**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**

Item was presented by District Engineer Rick Riedl. Mr. Riedl informed them that E2 is the design firm that was selected to design the three lift station upgrades. The direction to E2 is to remove some non-critical components that could be incorporated later when construction markets calm down a little. The amount still needed is \$41,000 in order to get them under contract for the redesign.

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

RESULT:	Approved
MOVER:	First Vice Chair Jerry Blackwelder

SECONDER:	Second Vice Chair Pat Lintell
AYES:	Ralph Rubio, Jerry Blackwelder, Pat Lintell
NOES:	None
ABSENT:	None

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

Item was presented by District Engineer Rick Riedl. Mr. Riedl informed the Board that this item is in regards to previous item and the firm Harris & Associates was retained by SCSD for the uplift upgrade projects and they submitted a proposal of \$56,358 to oversee that project and get it up to date.

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

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

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

Item was presented by District Engineer Rick Riedl. Mr. Riedl informed the Board that this is the sewer project on Canyon del Rey and that IEC was the most responsive and cost effective and is requesting approval from the Board the design contract for IEC to design the Canyon del Rey sewer line.

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 resolution.

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

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

Item was presented by District Engineer Rick Riedl. Mr. Riedl informed the Board that the city of Del Rey Oaks is proposing to make improvements in the former Fort Ord. One of the capital projects that FORA has is to improve the south boundary road and would like to put all the utilities underground before the construction of the road. Del Rey Oaks reached out to SCSD and asked what it would take to put in sewer service to the proposed development. SCSD retained Wallace Group to do an analysis and they presented a memo. Wallace looked at three different options. The most cost effective option in the short-term is to install a gravity line down south boundary road and install a small lift station at the creek crossing on General Jim Moore. That option including capacity charges for the proposed RV park would be close to \$2M. The budgetary estimate for design is about \$200,000. SCSD staff has requested that Del Rey Oaks advise on how they would like to proceed. There were questions by the Board that were answered by Mr. Riedl. Mr. Riedl mentioned that the memo has been forwarded to their City Manager.

7. STAFF REPORTS

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

District Engineer, Rick Riedl, informed the Board that there were a couple of letters that were sent out to the food service establishments informing them of the status of the inspections that have been done. Inspections of food service establishments have been ongoing to make sure they are in compliance as part of the grease reduction program and make sure that there are no future spills due to grease.

8. BOARD MEMBERS COMMENTS

None.

9. ADJOURNMENT

On motion, the meeting was adjourned at 10:04 a.m.

Respectfully Submitted,

Lesley E. Milton-Rerig, District Clerk

Ralph Rubio, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 3.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 8, 2018

**SUBJECT: ACCEPT AND FILE CASH AND INVESTMENT REPORT FOR
QUARTER ENDING MARCH 31, 2018.**

PURPOSE

Accept and file the Seaside County Sanitation District December 30, 2017 Cash and Investment Report.

RECOMMENDATION

Accept and file report.

BACKGROUND

Section 53646 of the California State Government Code requires the fiscal officer to prepare a quarterly report detailing the District's cash and investments.

FISCAL IMPACT

None

ATTACHMENTS

1. Summary of Pooled Cash Investments 3-31-2018
 2. Treasurers 3rd Quarter Report of Investments
-

Reviewed for Submission By:

Craig Malin, District Manager

Seaside County Sanitation District
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARCH 31, 2018

<u>DESCRIPTION</u>	<u>INSTITUTION</u>	<u>VALUATION</u>	<u>AMOUNT</u>
General Checking	Rabobank	Market	\$ 1,200,663.09
Money Market	Rabobank	Market	\$ 4,118,072.52
		Total	<u>\$ 5,318,735.61</u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's Investment Policy.

Respectfully submitted,

Craig Malin
City Manager



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Upon motion of Supervisor Salinas, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

Received and accepted the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

PASSED AND ADOPTED on this 24th day of April 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting April 24, 2018.

Dated: April 26, 2018
File ID: 18-426

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: 18-426

April 24, 2018

Introduced: 4/12/2018

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the January - March period, the investment portfolio position by investment type, a listing of historical Monterey County Treasury Pool yields versus benchmarks, and the investment portfolio by maturity range.

DISCUSSION:

During the January - March quarter interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by ¼ percent in March. Economic growth remained strong as the economy grew at an average of 2.6% on a quarterly basis (annualized), the fastest pace since 2014. Strong growth in consumer spending and business investment continues to fuel economic activity. Market volatility surged as investor's concerns focused on possible trade wars, tax cuts, an expansionary fiscal budget, and stretched valuations. The U.S. labor market growth eased in March but remains sound. The unemployment rate continued to hold steady at 4.1% for the sixth straight month, and the labor force participation rate increased slightly from 62.7% to 62.9%. The tight labor market is slowly pushing up worker pay and average hourly earnings - a key measure of wage growth - rose 2.7% over the past 12 months.

On March 31, 2018, the Monterey County investment portfolio contained an amortized book value of \$1,514,749,012 spread among 119 separate securities and funds. The par value of those funds was \$1,516,664,507 with a market value of \$1,509,587,100 or 99.7% of amortized book value. The portfolio's net earned income yield for the period was 1.41%. The portfolio produced an estimated quarterly income of \$5,262,244 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 233 days. The County Treasury performed comparatively with most of the portfolio benchmarks due to a consistent investment strategy that uses short term debt to provide liquidity and enhanced investment

opportunities while also taking advantage of higher rates in the one to three-year investment range.

The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy, and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. We estimate that investment earnings in the General Fund will exceed budgeted revenue.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

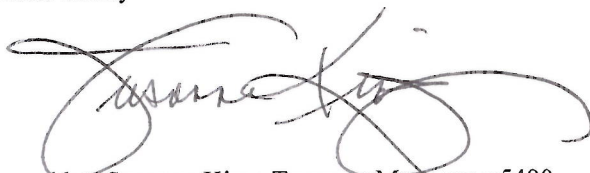
☐ Economic Development

☒ Administration

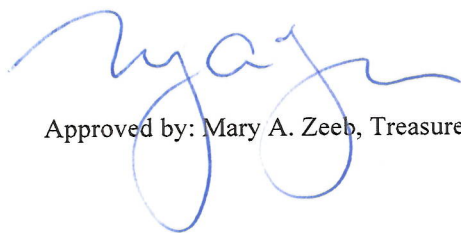
☐ Health & Human Services

☐ Infrastructure

☐ Public Safety



Prepared by: Susanne King, Treasury Manager, x5490



Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5474

All attachments are on file with the Clerk of the Board:

Exhibit A - Investment Portfolio Review 03.31.18

Exhibit B - Portfolio Management Report 03.31.18

Exhibit C - Monterey County Historical Yields vs. Benchmarks 03.31.18

Exhibit D - Aging Report 04.01.18

cc:

Auditor-Controller - Internal Audit Section

All depositors

Treasury Oversight Committee

Exhibit A

Investment Portfolio Review

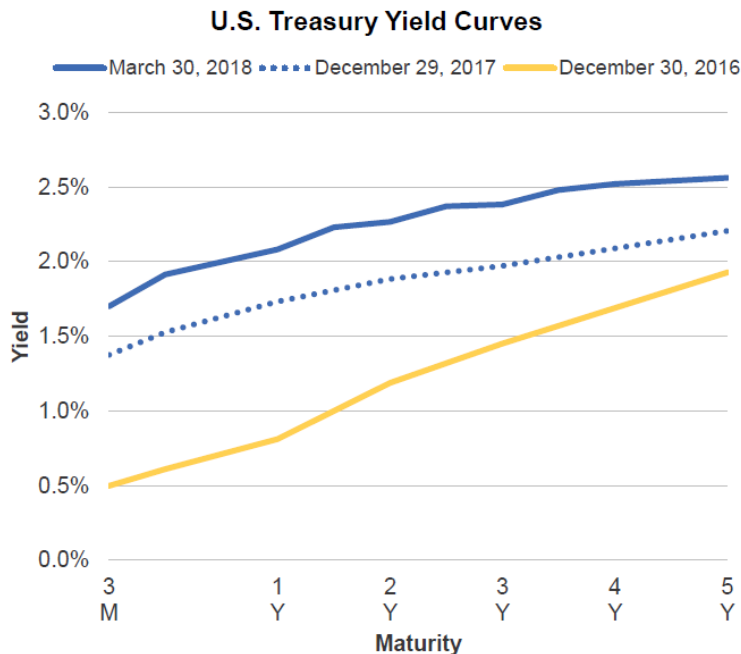
Quarter Ending March 31, 2018

OVERVIEW January 1, 2018 – March 31, 2018

During the January - March quarter interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by ¼ percent in March. Economic growth remained strong as the economy grew at an average of 2.6% on a quarterly basis (annualized), the fastest pace since 2014. Strong growth in consumer spending and business investment continues to fuel economic activity. Market volatility surged as investor's concerns focused on possible trade wars, tax cuts, an expansionary fiscal budget, and stretched valuations. The U.S. labor market growth eased in March but remains sound. The unemployment rate continued to hold steady at 4.1% for the sixth straight month, and the labor force participation rate increased slightly from 62.7% to 62.9%. The tight labor market is slowly pushing up worker pay and average hourly earnings – a key measure of wage growth – rose 2.7% over the past 12 months.

U.S. TREASURY YIELD CURVE

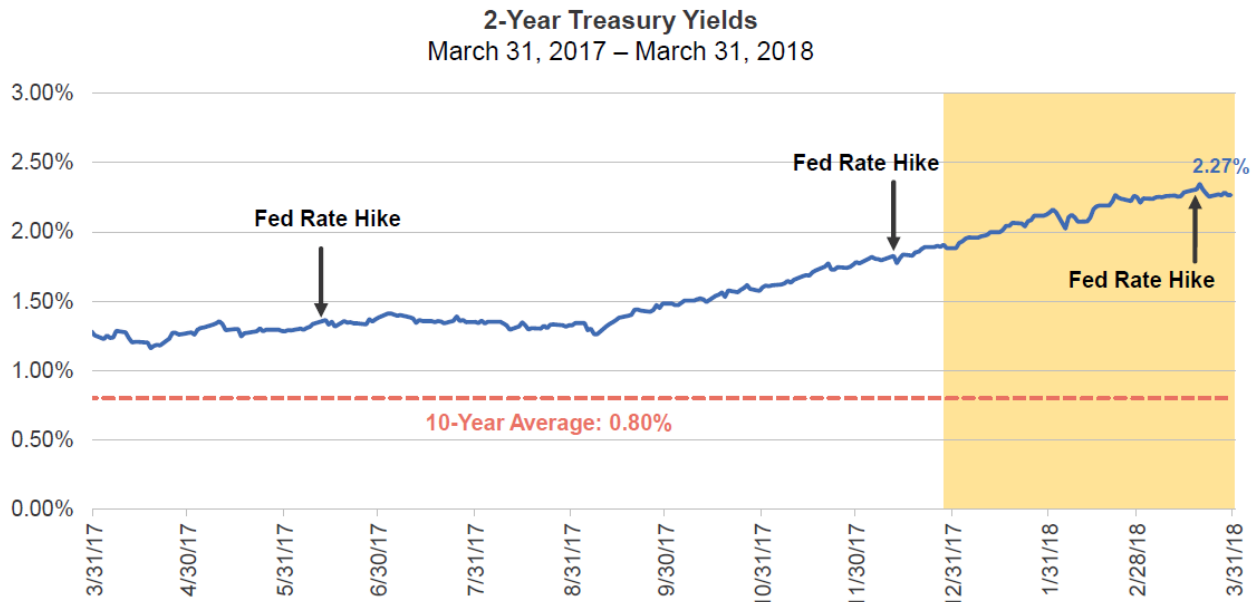
- Rates moved higher across the yield curve on a long list of positive economic data including an upward revision to the fourth quarter GDP, strong job growth, consumer confidence at a 14 year high, and manufacturing at a 3-year high.



	Year-End 12/29/17	Current 3/31/18	QoQ Change
3 month	1.38%	1.70%	+0.32%
6 month	1.53%	1.91%	+0.38%
1 year	1.73%	2.08%	+0.35%
2 year	1.88%	2.27%	+0.39%
3 year	1.97%	2.38%	+0.41%
5 year	2.21%	2.56%	+0.35%
10 year	2.41%	2.74%	+0.33%

- Interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by ¼ percent in March.

Interest Rate Update



The County Treasury continues to perform comparatively to portfolio benchmarks this quarter. Our investment strategy positions short term debt to provide liquidity and continues to take advantage of available higher yields on U.S. Treasuries, commercial paper, notes and negotiable CDs as well as maintaining Federal Agencies with attractive rates. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries and Corporate Notes. The Treasurer continues to keep a higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 119 separate fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition					
Corporate Notes	Negotiable CDs	Overnight Liquid Assets	US Treasuries	Federal Agencies	Commercial Paper
12.7%	3.9%	25.6%	25.4%	22.3%	10.1%

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 87.3% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, negotiable CDs and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt (12.7%) is rated in the higher levels of investment grade and all Federal Agency securities have AA ratings, or are guaranteed by the U.S. Treasury. The credit quality of the Treasurer's portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition												
<u>AAA</u>	<u>AAAm</u>	<u>AA+</u>	<u>AA</u>	<u>AA-</u>	<u>A+</u>	<u>A</u>	<u>A-</u>	<u>A-1+</u> <u>(Short Term)</u>	<u>A-1</u> <u>(Short Term)</u>	<u>Aaf/S1+</u> <u>(CalTRUST)</u>	<u>BBB+</u> <u>(split rated)</u>	<u>Not Rated</u> <u>(LAIF/MMF)</u>
1%	12%	49%	1%	3%	4%	2%	2%	3%	9%	9%	1%	4%

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was managed during the January-March quarter. The portfolio's average weighted maturity was 233 days, and the Treasurer maintained \$95.3M in overnight investments to provide immediate liquidity. In addition, the Treasurer maintained \$994M in securities with maturities under a year to provide enhanced liquidity.

PORTFOLIO CHARACTERISTICS

	<u>December 31, 2017</u>	<u>March 31, 2018</u>
Total Assets	\$1,558,052,557.25	\$1,516,664,506.96
Market Value	\$1,551,822,253.16	\$1,509,587,099.98
Days to Maturity	261	233
Yield	1.27%	1.41%
Estimated Earnings	\$4,456,424.41	\$5,262,243.84

FUTURE STRATEGY

The Treasurer has 99.34% of the portfolio invested in the 1-3-year maturity range and 71.84% invested in maturities under one year to take advantage of the higher yields offered in those parts of the yield curve and to be able to react quickly to opportunities in current market. We will continue to manage the portfolio under the established tenets of safety and liquidity while seeking to maximize the rate of return.

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Money Market Accts - GC 53601(k)(2)												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM		08/18/2017	7,029,713.37	7,029,713.37	7,029,713.37	1.008			1.008	
SYS11830	11830	Federated		07/01/2017	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			85,100,000.00	85,100,000.00	85,100,000.00	1.520	Aaa	AAA	1.520	
Subtotal and Average			41,797,825.13		92,129,713.37	92,129,713.37	92,129,713.37				1.481	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			65,000,000.00	65,000,000.00	65,000,000.00	1.205			1.205	
Subtotal and Average			65,000,000.00		65,000,000.00	65,000,000.00	65,000,000.00				1.205	
CALTRUST/CAMP - GC 53601(p)												
SYS11801	11801	CalTrust			133,800,000.00	133,800,000.00	133,800,000.00	1.593	Aaa	AAA	1.593	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	1.415	Aaa	AAA	1.415	
SYS10379	10379	Calif. Asset Mgmt			94,000,000.00	94,000,000.00	94,000,000.00	1.620		AAA	1.620	
SYS11961	11961	Calif. Asset Mgmt		07/01/2017	0.00	0.00	0.00	0.658		AAA	0.658	
Subtotal and Average			258,837,777.78		228,800,000.00	228,800,000.00	228,800,000.00				1.603	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	0.731			0.731	
Subtotal and Average			1.00		1.00	1.00	1.00				0.731	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley		07/01/2017	228,792.59	228,792.59	228,792.59	1.431			1.431	
Subtotal and Average			166,952.88		228,792.59	228,792.59	228,792.59				1.431	
Medium Term Notes - GC 53601(k)												
0258M0DP1	12088	American Express Credit		06/27/2016	10,000,000.00	10,020,900.00	10,078,523.23	2.250	A2	A-	1.660	08/15/2019
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,805.00	249,805.00	2.500	A3	BBB+	2.519	08/01/2022
037833BQ2	12066	Apple Inc Corp Notes		02/23/2016	6,000,000.00	5,985,900.00	5,999,696.55	1.700	Aa1	AA+	1.706	02/22/2019
037833AQ3	12129	Apple Inc Corp Notes		04/07/2017	10,000,000.00	10,023,000.00	10,061,544.06	2.100	Aa1	AA+	1.528	05/06/2019
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	251,192.08	251,192.08	2.300			2.177	05/11/2022
037833DH0	12187	Apple Inc Corp Notes		03/14/2018	5,000,000.00	4,949,330.05	4,949,330.05	1.800	Aa1		2.443	11/13/2019
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,617.67	249,617.67	2.050	A2	A-	2.101	05/10/2021
06406HCZ0	12126	Bank of New York Mellon Corp		03/17/2017	10,000,000.00	9,985,700.00	10,007,301.70	2.150	A1	A	2.110	02/24/2020

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Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
097014AL8	12186	BOEING Capital Securiities		03/14/2018	7,500,000.00	7,756,229.07	7,756,229.07	4.700	A2	A	2.468	10/27/2019
084670BX5	12098	Berkshire Hathaway Finance		08/15/2016	2,415,000.00	2,409,034.95	2,414,946.06	1.150	Aa2	AA	1.156	08/15/2018
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,503.55	250,503.55	3.000	Aa2	AA	2.947	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	243,765.59	243,765.59	2.550	A3	A	3.129	11/29/2022
166764AE0	12049	Chevron Corp. Global		11/25/2015	8,175,000.00	8,175,000.00	8,178,666.52	1.718	Aa1	AA	1.519	06/24/2018
17275RBG6	12104	Cisco Systems Inc Corp		09/20/2016	9,000,000.00	8,906,130.00	8,995,106.75	1.400	A1		1.438	09/20/2019
17275RBD3	12150	Cisco Systems Inc Corp		08/17/2017	250,000.00	251,775.20	251,775.20	2.200	A1	AA-	1.946	02/28/2021
172967KS9	12085	Citibank		06/09/2016	3,840,000.00	3,828,864.00	3,839,210.91	2.050	Baa1	A-	2.068	06/07/2019
191216BV1	12130	Coca- Cola Co		04/07/2017	4,431,000.00	4,393,868.22	4,422,497.64	1.375	Aa3	AA-	1.543	05/30/2019
25468PDH6	12064	The Walt Disney Copr		01/08/2016	2,710,000.00	2,701,951.30	2,709,068.61	1.650	A2	A	1.696	01/08/2019
38141GVT8	12074	Goldman Sachs		04/25/2016	1,415,000.00	1,410,740.85	1,413,601.35	2.000	A3	BBB+	2.096	04/25/2019
38141GVT8	12075	Goldman Sachs		04/26/2016	7,210,000.00	7,188,297.90	7,208,357.80	2.000	A3	BBB+	2.022	04/25/2019
02665WBA8	12068	American Honda Finance		02/23/2016	3,780,000.00	3,764,464.20	3,779,775.09	1.700	A1	A+	1.707	02/22/2019
02665WBE0	12091	American Honda Finance		07/12/2016	2,500,000.00	2,465,425.00	2,498,932.87	1.200	A1	A+	1.234	07/12/2019
459200JE2	12067	IBM Corp Notes		02/19/2016	20,000,000.00	19,948,000.00	19,997,149.66	1.800			1.812	05/17/2019
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	247,568.97	247,568.97	3.000	A1	A+	3.218	02/06/2023
458140AZ3	12136	INTEL CORP		05/15/2017	10,000,000.00	9,954,100.00	10,012,289.96	1.850	A1	A+	1.790	05/11/2020
458140AZ3	12155	INTEL CORP		08/21/2017	250,000.00	248,852.50	250,259.80	1.850	A1	A+	1.799	05/11/2020
24422ETE9	12063	John Deere Capital Corp		01/08/2016	8,300,000.00	8,292,945.00	8,299,872.27	1.950	A2	A	1.952	01/08/2019
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	244,419.33	244,419.33	2.700	A2	A	3.209	01/06/2023
46625HQU7	12081	JP Morgan Chase		05/26/2016	10,000,000.00	9,963,400.00	10,005,700.30	1.850	A3	A	1.789	03/22/2019
46625HHU7	12157	JP Morgan Chase		08/21/2017	250,000.00	262,950.35	262,950.35	4.250	A3	A-	2.129	10/15/2020
58933YAS4	12164	MERCK & CO INC		08/22/2017	250,000.00	250,834.37	250,834.37	1.850	A1	AA	1.666	02/10/2020
594918BN3	12095	MICROSOFT CORP		08/08/2016	6,500,000.00	6,413,095.00	6,496,981.05	1.100	Aaa	AAA	1.135	08/08/2019
594918BN3	12133	MICROSOFT CORP		04/07/2017	6,000,000.00	5,919,780.00	5,962,823.54	1.100	Aaa	AAA	1.568	08/08/2019
594918BG8	12149	MICROSOFT CORP		08/17/2017	250,000.00	251,691.06	251,691.06	2.000	Aaa	AAA	1.730	11/03/2020
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	252,556.60	252,556.60	2.500	A1	AA-	2.471	05/15/2022
68389XAX3	12185	Oracle Corp		03/14/2018	5,000,000.00	4,978,711.61	4,978,711.61	2.250	A1	AA-	2.537	10/08/2019
742718EN5	12154	Procter & Gamble Co		08/21/2017	250,000.00	249,623.60	249,623.60	1.850	Aa3	AA-	1.905	02/02/2021
713448DE5	12070	Pepsico Inc Corp Note		02/24/2016	3,850,000.00	3,832,405.50	3,849,667.54	1.500	A1	A	1.510	02/22/2019
717081DU4	12083	PFIZER INC		06/03/2016	10,000,000.00	9,921,100.00	9,995,545.56	1.450	A1	AA	1.489	06/03/2019
857477AS2	12158	State Street Corp		08/21/2017	250,000.00	253,895.09	253,895.09	2.550	A1	A	1.874	08/18/2020
89236TBP9	12121	Toyota Motor Corporation		01/12/2017	5,000,000.00	5,000,150.00	5,013,917.22	2.125	Aa3	AA-	1.904	07/18/2019
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	255,739.81	255,739.81	2.800	Aa3	AA-	2.231	07/13/2022
911312BP0	12170	UNITED PARCEL SERVICE		11/14/2017	200,000.00	199,719.57	199,719.57	2.050	A1		2.099	04/01/2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	265,437.52	265,437.52	4.125	A1	A+	2.215	08/24/2021
94974BFU9	12089	Wells Fargo & Company		06/27/2016	10,000,000.00	9,998,400.00	10,066,252.71	2.125	A2	A	1.483	04/22/2019
Subtotal and Average			181,470,225.35		193,076,000.00	192,666,870.51	193,473,054.84				1.769	
Negotiable CDs - GC 53601(i)												
06539RGM3	12166	Bank of Tokyo-MITS		09/27/2017	250,000.00	250,000.00	250,000.00	2.070	P-1	A-1	2.099	09/25/2019
06417GUE6	12127	Bank of Nova Scotia Hous		04/06/2017	10,000,000.00	9,963,800.00	10,000,000.00	1.910			1.910	04/05/2019
65558LWA6	12109	Nordea Bank Finland NY		12/05/2016	17,500,000.00	17,510,850.00	17,500,000.00	1.760	Aa3	AA-	1.760	11/30/2018
83050FXT3	12141	Skandinaviska Enskilda Banken		08/04/2017	14,000,000.00	13,938,540.00	13,996,340.00	1.840	P-1	A-1	1.860	08/02/2019
87019U6D6	12172	Swedbank		11/17/2017	18,000,000.00	17,902,800.00	18,000,000.00	2.270			2.270	11/16/2020
Subtotal and Average			74,146,006.25		59,750,000.00	59,565,990.00	59,746,340.00				1.963	
Commercial Paper Disc.- GC 53601(h)												
06538CJE2	12178	Bank of Tokyo-MITS		02/28/2018	25,000,000.00	24,742,930.56	24,742,930.56	2.230	P-1	A-1	2.304	09/14/2018
09659CGA0	12167	BNP Paribas NY		11/01/2017	25,000,000.00	24,757,250.00	24,888,888.89	1.600	P-1	A-1	1.632	07/10/2018
22533UJE4	12177	Credit Agricole CIB NY		02/28/2018	25,000,000.00	24,748,694.44	24,748,694.44	2.180	P-1	A-1	2.252	09/14/2018
4497W1H90	12171	ING		11/17/2017	24,000,000.00	23,721,120.00	23,853,533.33	1.690	P-1	A-1	1.726	08/09/2018
46640QGH8	12168	J P Morgan Securities Inc		11/01/2017	30,000,000.00	29,697,900.00	29,854,658.33		P-1	A-1	1.664	07/17/2018
89233HG57	12169	Toyota Motor Corporation		11/01/2017	25,000,000.00	24,763,500.00	24,895,104.17		P-1	A-1+	1.621	07/05/2018
Subtotal and Average			125,925,875.84		154,000,000.00	152,431,395.00	152,983,809.72				1.860	
Fed Agcy Coupon Sec - GC 53601(f)												
3133EEMA5	12011	Federal Farm Credit Bank		01/30/2015	10,000,000.00	9,901,800.00	10,003,340.45	1.500	Aaa	AA	1.480	12/30/2019
313383A68	11928	Federal Home Loan Bank		06/13/2013	10,000,000.00	9,972,900.00	10,000,000.00	1.080	Aaa	AA	1.080	06/13/2018
3130A8BD4	12082	Federal Home Loan Bank		05/27/2016	32,000,000.00	31,881,600.00	31,990,975.32	0.875	Aaa	AA+	0.992	06/29/2018
3130A8DB6	12084	Federal Home Loan Bank		06/03/2016	16,935,000.00	16,753,118.10	16,932,149.74	1.125	Aaa	AA+	1.139	06/21/2019
3130A8DB6	12090	Federal Home Loan Bank		07/12/2016	26,000,000.00	25,720,760.00	26,102,841.17	1.125	Aaa	AA+	0.797	06/21/2019
3130A8PK3	12097	Federal Home Loan Bank		08/15/2016	18,000,000.00	17,888,760.00	17,985,793.15	0.625	Aaa	AA+	0.853	08/07/2018
3130A8BD4	12099	Federal Home Loan Bank		08/15/2016	15,250,000.00	15,193,575.00	15,250,439.23	0.875	Aaa	AA+	0.863	06/29/2018
3130A9AE1	12101	Federal Home Loan Bank		08/29/2016	17,500,000.00	17,383,625.00	17,497,039.38	0.875	Aaa	AA+	0.909	10/01/2018
3130AAXX1	12125	Federal Home Loan Bank		03/17/2017	10,000,000.00	9,942,200.00	9,992,107.07	1.375	Aaa	AA+	1.458	03/18/2019
313383HU8	12144	Federal Home Loan Bank		08/16/2017	1,200,000.00	1,205,446.69	1,205,446.69	1.750	Aaa	AA+	1.538	06/12/2020
3137EADZ9	12100	Federal Home Loan Mtg Corp		08/29/2016	17,500,000.00	17,339,875.00	17,530,234.30	1.125	Aaa	AA+	0.956	04/15/2019
3137EADZ9	12103	Federal Home Loan Mtg Corp		09/16/2016	10,150,000.00	10,079,762.00	10,148,882.55	0.875	Aaa	AA+	0.896	10/12/2018
3137EAE81	12114	Federal Home Loan Mtg Corp		12/19/2016	20,000,000.00	19,687,200.00	19,825,783.23	0.875	Aaa	AA+	1.561	07/19/2019

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
3137EAE5	12139	Federal Home Loan Mtg Corp		08/07/2017	1,200,000.00	1,200,184.99	1,200,184.99	1.500	Aaa	AA+	1.491	01/17/2020
3135G0XA6	11924	Federal National Mtg Assn		05/21/2013	10,000,000.00	9,979,700.00	10,000,000.00	1.030	Aaa	AA	1.030	05/21/2018
3135G0XK4	11927	Federal National Mtg Assn		05/30/2013	10,000,000.00	9,979,600.00	10,000,000.00	1.050	Aaa	AA	1.050	05/25/2018
3135G0WJ8	11929	Federal National Mtg Assn		05/28/2013	10,000,000.00	9,973,800.00	9,997,704.96	0.875	Aaa	AA	1.045	05/21/2018
3136FTS67	12013	Federal National Mtg Assn		02/03/2015	10,000,000.00	9,984,300.00	10,047,875.68	1.700	Aaa	AA	1.157	02/27/2019
3135G0YM9	12033	Federal National Mtg Assn		04/23/2015	10,000,000.00	10,008,700.00	10,037,030.38	1.875	Aaa	AA+	1.060	09/18/2018
3135G0J53	12069	Federal National Mtg Assn		02/23/2016	21,150,000.00	20,950,132.50	21,135,021.19	1.000	Aaa	AA+	1.080	02/26/2019
3135G0N33	12094	Federal National Mtg Assn		08/08/2016	18,675,000.00	18,375,639.75	18,655,512.45	0.875	Aaa	AA+	0.954	08/02/2019
3135G0J53	12096	Federal National Mtg Assn		08/09/2016	7,900,000.00	7,825,345.00	7,906,803.74	1.000	Aaa	AA+	0.903	02/26/2019
3135G0T29	12123	Federal National Mtg Assn		02/28/2017	12,600,000.00	12,469,212.00	12,594,870.40	1.500	Aaa	AA+	1.522	02/28/2020
3135G0ZA4	12134	Federal National Mtg Assn		04/07/2017	20,000,000.00	20,005,200.00	20,100,321.43	1.875	Aaa	AA	1.298	02/19/2019
3135G0T60	12140	Federal National Mtg Assn		08/07/2017	1,200,000.00	1,197,926.35	1,197,926.35	1.500	Aaa	AA+	1.576	07/30/2020
3135G0T29	12142	Federal National Mtg Assn		08/16/2017	1,200,000.00	1,187,544.00	1,200,334.46	1.500	Aaa	AA+	1.485	02/28/2020
Subtotal and Average			367,668,398.95		338,460,000.00	336,087,906.38	338,538,618.31				1.084	
US Treasury Note-GC 53601(b)												
912828A34	12042B	U.S. Treasury		11/10/2015	5,290,000.00	5,264,184.80	5,290,000.00	1.250	Aaa	AA	1.250	11/30/2018
912828VE7	12045	U.S. Treasury		11/16/2015	17,000,000.00	16,965,490.00	16,998,194.78	1.000	Aaa	AA+	1.066	05/31/2018
912828A34	12052	U.S. Treasury		11/25/2015	10,000,000.00	9,951,200.00	10,000,517.29	1.250	Aaa	AA	1.242	11/30/2018
912828WD8	12056	U.S. Treasury		12/22/2015	40,000,000.00	39,840,800.00	40,003,187.86	1.250	Aaa	AA+	1.236	10/31/2018
912828VE7	12062	U.S. Treasury		12/22/2015	20,000,000.00	19,959,400.00	19,994,633.84	1.000	Aaa	AA+	1.166	05/31/2018
912828S68	12113	U.S. Treasury		12/19/2016	20,000,000.00	19,901,600.00	19,970,469.02	0.750	Aaa		1.200	07/31/2018
912828RE2	12115	U.S. Treasury		12/19/2016	20,000,000.00	19,975,000.00	20,023,366.94	1.500	Aaa		1.215	08/31/2018
912828H52	12116A	U.S. Treasury		12/21/2016	12,400,000.00	12,235,824.00	12,323,438.05	1.250	Aaa		1.596	01/31/2020
912828T42	12117	U.S. Treasury		12/21/2016	25,000,000.00	24,822,250.00	24,942,949.46	0.750	Aaa		1.214	09/30/2018
912828SD3	12119	U.S. Treasury		12/21/2016	25,000,000.00	24,843,750.00	24,989,955.72	1.250	Aaa		1.299	01/31/2019
912828N63	12122	U.S. Treasury		01/24/2017	20,000,000.00	19,854,600.00	19,993,737.00	1.125	Aaa		1.165	01/15/2019
912828UZ1	12135	U.S. Treasury		04/28/2017	50,080,000.00	49,950,793.60	50,061,141.11	0.625	Aaa		1.103	04/30/2018
912828XV7	12143	U.S. Treasury		08/16/2017	2,500,000.00	2,498,503.70	2,498,503.70	1.250			1.299	06/30/2019
912828N63	12145	U.S. Treasury		08/16/2017	2,500,000.00	2,481,825.00	2,497,106.77	1.125	Aaa		1.273	01/15/2019
912828K5	12147	U.S. Treasury		08/16/2017	1,200,000.00	1,201,212.45	1,201,212.45	1.375			1.298	07/31/2019
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,983,921.76	1,983,921.76	1.500	Aaa		1.719	01/31/2022
912828T67	12161	U.S. Treasury		08/18/2017	2,000,000.00	1,970,019.85	1,970,019.85	1.250	Aaa		1.685	10/31/2021
912828Q78	12162	U.S. Treasury		08/18/2017	2,000,000.00	1,986,143.08	1,986,143.08	1.375			1.607	04/30/2021
912828L99	12163	U.S. Treasury		08/18/2017	2,000,000.00	1,992,877.14	1,992,877.14	1.375	Aaa		1.517	10/31/2020

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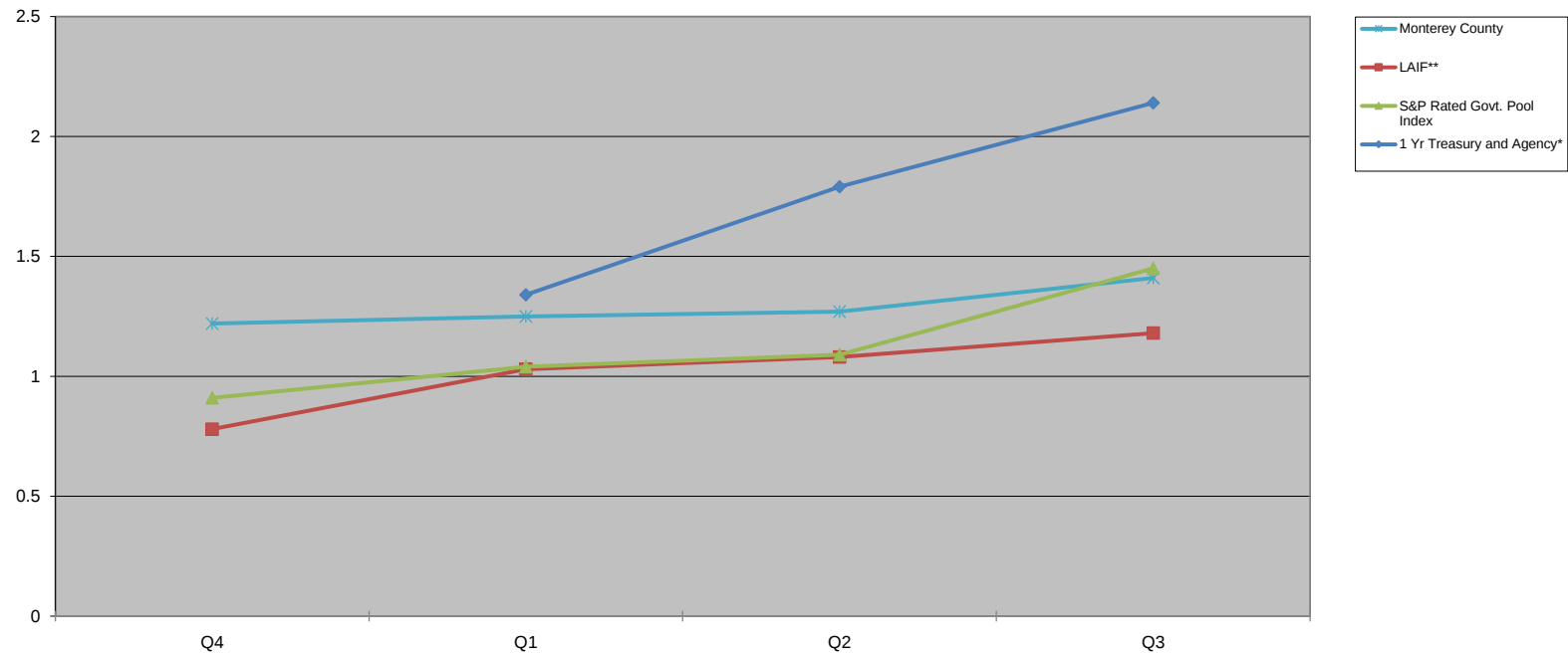
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
912828U99	12173	U.S. Treasury		12/21/2017	20,000,000.00	19,889,000.00	19,920,654.17	1.250			1.786	12/31/2018
912828S43	12174	U.S. Treasury		12/21/2017	20,000,000.00	19,663,200.00	19,719,625.66	0.750	Aaa		1.857	07/15/2019
912828SX9	12175	U.S. Treasury		12/21/2017	20,000,000.00	19,800,000.00	19,842,190.47	1.125	Aaa		1.814	05/31/2019
9128282T6	12176	U.S. Treasury		01/31/2018	25,000,000.00	24,721,745.70	24,721,745.70	1.250			2.054	08/31/2019
9128282P4	12179	U.S. Treasury		03/12/2018	1,250,000.00	1,212,244.89	1,212,244.89	1.875	Aaa		2.617	07/31/2022
912828U73	12184	U.S. Treasury		03/12/2018	20,000,000.00	19,710,845.16	19,710,845.16	1.375			2.243	12/15/2019
Subtotal and Average			401,502,434.48		385,220,000.00	382,676,431.13	383,848,681.87				1.423	
Total and Average			1,516,515,497.65		1,516,664,506.96	1,509,587,099.98	1,514,749,011.70				1.479	

Exhibit C Monterey County Historical Yields vs. Benchmarks



Quarterly Yield	FY 16/17				FY 17/18			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Monterey County	1.54	1.07	1.18	1.22	1.25	1.27	1.41	
1 - 3 Yr Treasury and Agency	0.79	1.18	1.28	1.41	n/a	n/a	n/a	
1 Yr Treasury and Agency*					1.34	1.79	2.14	
LAIF**	0.55	0.61	0.68	0.78	1.03	1.08	1.18	
S&P Rated Govt. Pool Index	0.45	0.54	0.72	0.91	1.04	1.09	1.45	

The S&P Index yields are obtained from Bloomberg

The 1-3 Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg

The 1-Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg

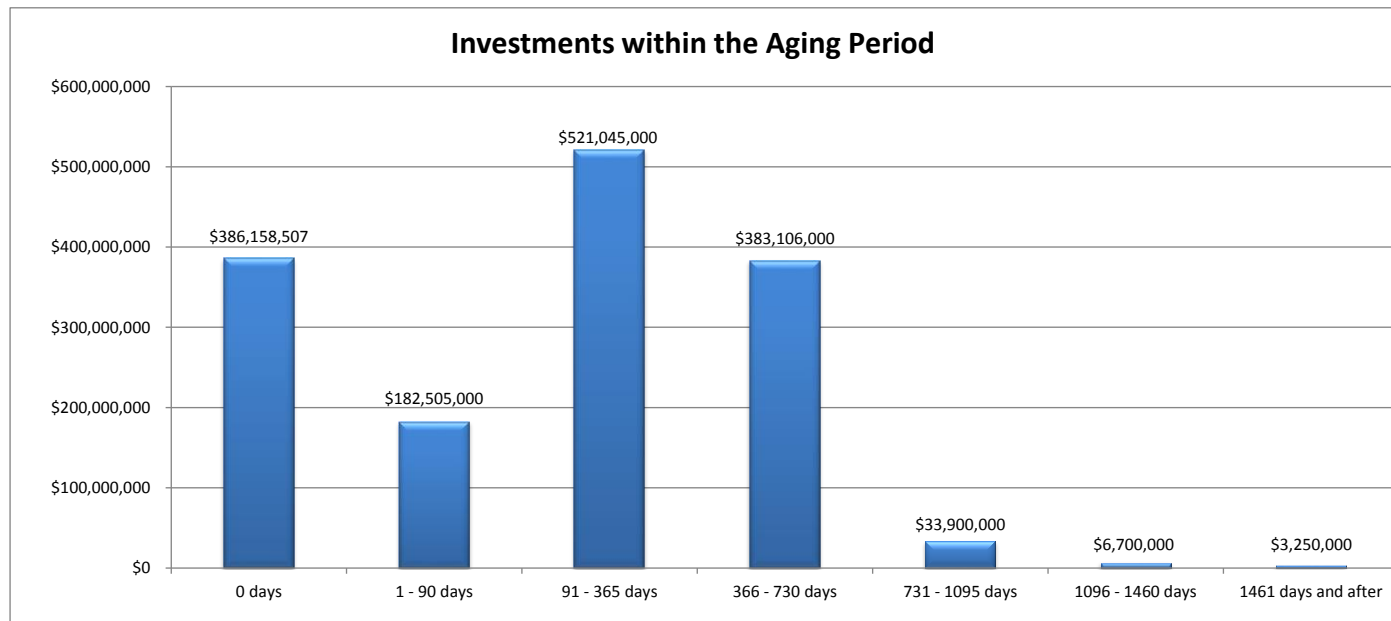
* benchmark changed to reflect current portfolio

**LAIF - results for the month preceding quarter end



Exhibit D
Monterey County
Aging Report
By Maturity Date
As of April 1, 2018

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(04/01/2018 - 04/01/2018)	11 Maturities	386,158,506.96	25.46%	386,158,506.96	386,158,506.96
Aging Interval:	1 - 90 days	(04/02/2018 - 06/30/2018)	10 Maturities	182,505,000.00	12.03%	182,471,755.76	182,031,858.60
Aging Interval:	91 - 365 days	(07/01/2018 - 04/01/2019)	34 Maturities	521,045,000.00	34.36%	520,025,354.94	517,784,580.25
Aging Interval:	366 - 730 days	(04/02/2019 - 03/31/2020)	38 Maturities	383,106,000.00	25.26%	382,302,003.53	379,977,560.92
Aging Interval:	731 - 1095 days	(04/01/2020 - 03/31/2021)	11 Maturities	33,900,000.00	2.24%	33,928,735.24	33,771,937.98
Aging Interval:	1096 - 1460 days	(04/01/2021 - 03/31/2022)	6 Maturities	6,700,000.00	0.44%	6,654,859.45	6,654,859.45
Aging Interval:	1461 days and after	(04/01/2022 -)	9 Maturities	3,250,000.00	0.21%	3,207,795.82	3,207,795.82
Total for 119 Investments				1,516,664,506.96	100.00	1,514,749,011.70	1,509,587,099.98





**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 3.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 8, 2018

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

PURPOSE

Approval of expenditures for April 2018 for the Seaside County Sanitation District in the amount of \$272,628.01.

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 April 30, 2018 was \$6,697,325.38.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. April expenditure spreadsheet.5-1-18
 2. EFT Form 5-1-18
-

Reviewed for Submission By:

Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2017-2018 Expenses
April 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	35,796.45	31,072.45	4,724.00
951-0-8810-0002	Overtime	1.88	1.88	-
951-0-8810-0006	Workers Compensation	8,052.66	6,588.54	1,464.12
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	442.63	376.55	66.08
951-0-8810-0017	PARS-ARS 457			-
951-0-8810-0020	Part-Time Hourly Wages			-
951-0-8810-0030	PERS Pension Ob Bond	432.63	353.97	78.66
951-0-8810-0031	PERS Pension	8,249.45	3,089.87	5,159.58
951-0-8810-0032	PARS Pension	5,218.37	4,579.44	638.93
951-0-8810-0033	LIUNA Pension	29.76	27.80	1.96
951-0-8810-0041	Medical Insurance	5,607.75	5,115.74	492.01
951-0-8810-0051	Dental Ins	454.81	420.59	34.22
951-0-8810-0061	Vision Ins-CPIC	40.02	37.27	2.75
951-0-8810-0071	LTD	152.84	140.70	12.14
951-0-8810-0081	Life Insurance	143.69	132.33	11.36
951-0-8810-0092	Medicare Tax	583.02	515.36	67.66
951-0-8810-1022	Legal Services	3,470.08	3,470.08	-
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	8,854.63	8,644.63	210.00
951-0-8810-1033	Fitness Program	90.65	83.90	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	467.76	287.76	180.00
951-0-8810-5132	Telephone	1,528.29	1,374.69	153.60
951-0-8810-9196	Impact Fees	163,703.98		163,703.98
951-0-8810-9395	Vehicle Maintenance	23,466.63		23,466.63
951-0-8810-9396	Liability Insurance			-
951-0-8810-9397	Computer System	20,350.00	16,650.00	3,700.00
951-0-8820-0001	Salaries	95,395.87	79,912.34	15,483.53
951-0-8820-0002	Overtime	5,905.06	5,566.14	338.92
951-0-8820-0006	Workers Compensation	10,154.21	8,307.99	1,846.22
951-0-8820-0012	Vacation	247.51	247.51	-
951-0-8820-0016	Deferred Compensation	954.53	797.21	157.32
951-0-8820-0030	PERS Pension Ob Bond	1,027.40	840.60	186.80
951-0-8820-0031	PERS Pension	20,540.75	7,521.27	13,019.48
951-0-8820-0033	LIUNA Pension	2,527.95	2,123.13	404.82
951-0-8820-0041	Medical Insurance	16,901.91	14,901.47	2,000.44
951-0-8820-0051	Dental In	1,108.50	989.11	119.39

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-0-8820-0061	Vision Ins	104.79	93.73	11.06
951-0-8820-0071	LTD	205.46	180.42	25.04
951-0-8820-0081	Life Insurance	121.74	105.41	16.33
951-0-8820-0092	Medicare Tax	1,394.74	1,185.71	209.03
951-0-8820-1029	Training and Education	256.70	256.70	-
951-0-8820-2049	Uniform Service/ Laundry	2,010.69	1,716.73	293.96
951-0-8820-2068	Refuse Disposal	9,995.57	9,365.88	629.69
951-0-8820-2073	Subcontracted Work	24,183.66	24,019.56	164.10
951-0-8820-2087	Equipment Rental	1,202.13	1,202.13	-
951-0-8820-3095	Department Consumables	10,362.88	10,362.88	-
951-0-8820-3097	Safety Equipment	819.07	740.91	78.16
951-0-8820-3102	Computer Supplies	30.87	30.87	-
951-0-8820-4121	Meetings/Travel	3,209.35	2,909.35	300.00
951-0-8820-4122	Dues and Memberships	4,485.00	4,285.00	200.00
951-0-8820-5131	Gas & Electric	5,760.25	5,115.21	645.04
951-0-8820-5133	Water	1,218.45	1,218.45	-
951-0-8820-8187	Department Equipment	9,003.74	3,094.02	5,909.72
951-0-8820-8198	Fog Program	5,402.85	5,402.85	-
951-0-8820-9397	Computer System	641.63	524.97	116.66
951-0-8820-9602	Lease Principal	559.64	559.64	-
951-0-8820-9605	Lease Interest	69.30	69.30	-
		537,272.52	290,942.38	246,330.14
952-0-8820-8194	Sewer System Mgmt Plan Update	4,276.50	4,276.50	-
952-0-8820-8196	LAFCO Application	32,683.66	32,683.66	-
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	70,289.14	-
953-0-8820-0016	Deferred Compensation	64.74	36.60	28.14
953-0-8820-0031	PERS Pension	577.89	169.22	408.67
953-0-8820-0032	PARS Pension	447.20	273.52	173.68
953-0-8820-0041	Medical Insurance - Non LIUNA	568.12	388.62	179.50
953-0-8820-0051	Dental Ins	60.11	37.91	22.20
953-0-8820-0061	Vision Ins	4.42	3.02	1.40
953-0-8820-0071	LTD	16.74	10.57	6.17
953-0-8820-0081	Life Insurance	16.14	10.18	5.96
953-0-8820-0092	Medicare Tax	44.54	26.62	17.92
953-0-8820-9193	Sta 321 Upgrades	749.62	749.62	-
953-0-8820-9199	942 Angelus Way Pipe	270.52	270.52	-
953-0-8820-9201	Del Monte Lift Station Upgrade	136,622.48	121,831.97	14,790.51
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	144,467.28	-
953-0-8820-9205	Canyon Del Rey Sewer RPLC	18,149.28	12,900.18	5,249.10
953-0-8820-9214	Del Monte SWR Main Replac	13,814.62	8,497.50	5,317.12
953-0-8820-9314	Highway 1 Sewer Line	877.50	780.00	97.50
		348,661.20	322,363.33	26,297.87

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
954-0-8810-2090	Insurance	72,082.00	72,082.00	-

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

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
			951-1009	246,330.14
			952-1009	-
			953-1009	26,297.87
			954-1009	-
MARCH 2018 DRAWDOWN				272,628.01

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 : \$ **272,628.01**
 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	
<u>Hilda Castro</u> Deputy Auditor	_____ Date	_____ Deputy Treasurer	_____ Date of Transfer

For Auditor-Controller Office use only

Period _____	JV Number _____
Budget Yr. _____	Date _____
Total \$ 272,628.01	

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.: 3.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer

DATE: May 8, 2018

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

PURPOSE

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

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded		0		0		0	0	0
Main Line Jetted		15,672	15,220	15,220	4,628	159,846	19,848	190,738
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Control (Jet Power II)	262	2,258		1,520	3,606	31,182	3,868	34,960
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

None

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

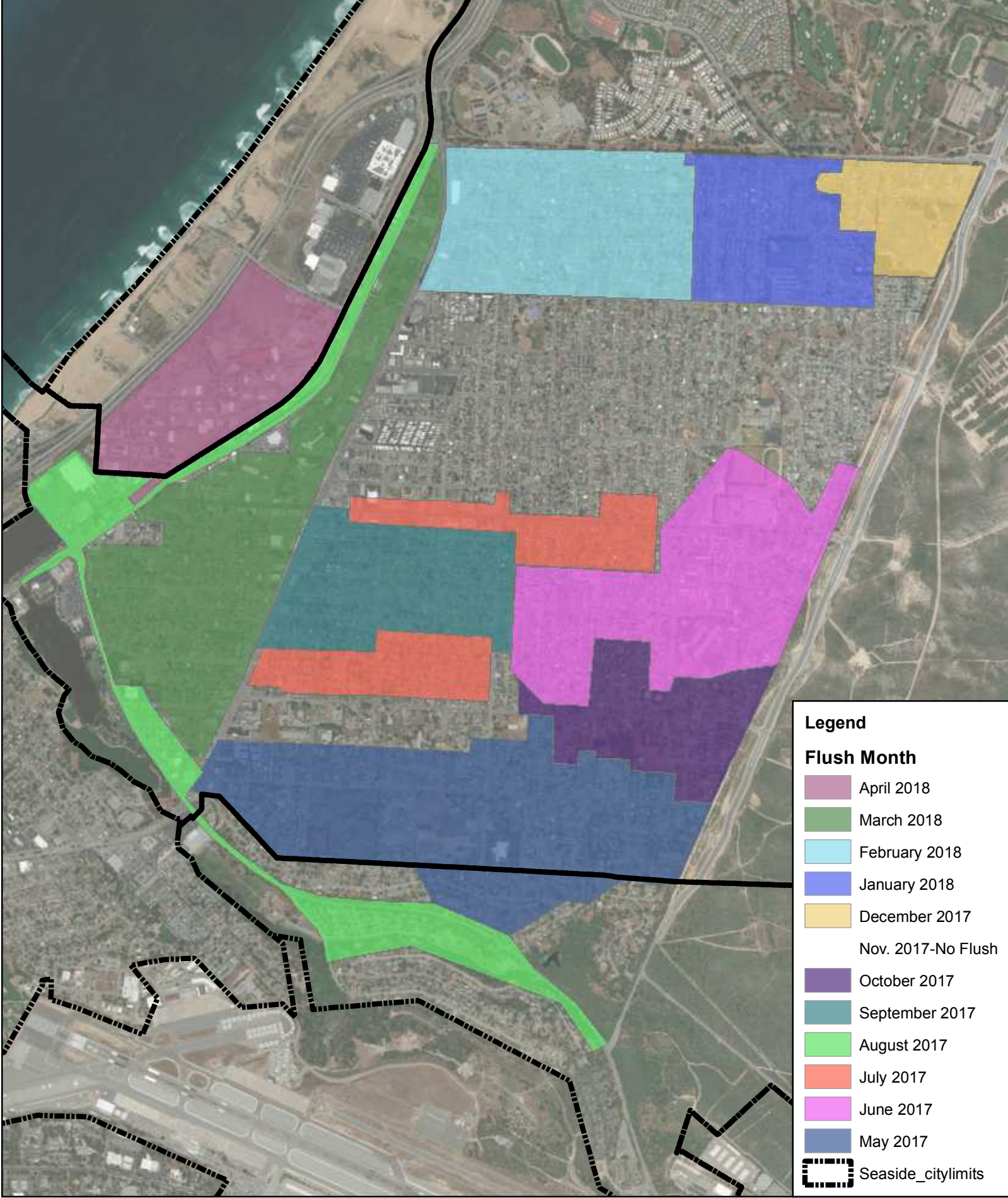
None

Sand City

None

Seaside

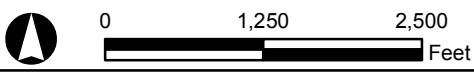
None



Legend

Flush Month

- April 2018
- March 2018
- February 2018
- January 2018
- December 2017
- Nov. 2017-No Flush
- October 2017
- September 2017
- August 2017
- July 2017
- June 2017
- May 2017
- Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Exhibit



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Richard Riedl, District Engineer
Scott Ottmar, Senior Engineer

DATE: May 8, 2018

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY THREE THOUSAND SEVENTY THREE DOLLARS (\$163,073) FOR THE DEL MONTE BOULEVARD SEWER LINE UPGRADE PROJECT

PURPOSE

The purpose of this item is for the District's Board to consider approval of an agreement with Wallace Group to provide professional engineering and technical services for the Del Monte Boulevard Sewer Line Upgrade Project.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving the Professional Services Agreement with Wallace Group for an amount not to exceed One Hundred Sixty Three Thousand Seventy Three Dollars (\$163,073) to provide professional engineering and technical services for the Del Monte Boulevard Sewer Line Upgrade Project and authorizing the District Manager to execute the Agreement.

BACKGROUND

The Del Monte Boulevard Sewer Line Upgrade Project proposes to replace and re-route an existing sewer main in Fremont Boulevard to Del Monte Boulevard. Analysis done as part of the 2011 Sewer Master Plan and Rate study determined the existing sewer main has potential for overflow due to insufficient capacity. The project proposes consolidate multiple sewer mains currently located within Del Monte Boulevard with a single larger size diameter sewer main. Relocating the new sewer in Del Monte Boulevard minimizes construction in Fremont Boulevard, which is costly due to the thickness of the existing asphalt and concrete pavement in

the roadway. The total length of the proposed 15-inch diameter sewer main is approximately 3,200 linear feet and would be sized to accept future flows. In addition, the Project will include preliminary investigation of re-routing the Tioga Lift Station wastewater flows through a new gravity sewer main in Tioga Avenue and tie into the new sewer main on Del Monte Boulevard. This component will include, if determined feasible, the design of an additional 850 linear feet of sewer main, and abandonment of the Tioga Lift Station.

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 selection of Wallace Group to be one of the three (3) consulting firms to provide engineering services. On March 22nd, 2018, the District issued a Request for Fee Proposal and Schedule for the Del Monte Boulevard Sewer Line Upgrade Project to Wallace Group for such professional engineering and technical services. After review, careful consideration, and agreement upon the Scope of Work, Fee, and Schedule, the District selected Wallace Group to prepare Construction Contract Documents to include Plans, Specifications, and an Engineer's Opinion of Probable Construction Cost, 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, 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 the Wallace Group and authorize the District Manager to execute the Agreement.

FISCAL IMPACT

For the Professional Services Agreement with Wallace Group, the not-to-exceed amount is One Hundred Sixty Three Thousand Seventy Three Dollars (\$163,073). The FY 2017/18 Budget for Del Monte Boulevard Sewer Line Upgrade Project totals \$265,000. Therefore, sufficient funds are available in the budget to support the proposed Professional Services Agreement.

ATTACHMENTS

1. Resolution No. 2018-XX Agreement (Wallace Group) 2018-05-08
2. Wallace_DelMonteMain 2018

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 WALLACE GROUP
IN THE AMOUNT OF ONE HUNDRED SIXTY THREE THOUSAND SEVENTY THREE
DOLLARS (\$163,073) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR
THE DEL MONTE BOULEVARD SEWER LINE UPGRADE PROJECT**

WHEREAS, the Seaside County Sanitation District (“District”) has a Capital Improvement Program (CIP) that includes projects for completion 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. 5 “Del Monte Boulevard Sewer Line Upgrade Project”, hereinafter described as the “Project”; and

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

WHEREAS, Wallace Group 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, Wallace Group 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 Wallace Group for an amount not-to-exceed One Hundred Sixty Three Thousand Seventy Three Dollars (\$163,073) to provide professional and technical services as described in Exhibit ‘A’ for the Del Monte Boulevard Sewer Line Upgrade Project.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 8th day of May 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
PROFESSIONAL SERVICES AGREEMENT
DEL MONTE BOULEVARD SEWER MAIN REPLACEMENT**

THIS AGREEMENT, is made and effective May ___, 2018 between the Seaside County Sanitation District, a California special district ("Agency") and the Wallace Group, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on May ___, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than May ___, 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, Scope of Work, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit 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 Sixty Three Thousand Seventy Three Dollars (\$163,073) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency District Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency District Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. Any amendments to this Agreement requiring compensation to Consultant over the amount of \$24,999.00 shall require approval by the Agency Board of Directors to be valid.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit 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 affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such applicable laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
Kari Wagner, Director of Water Resources

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 Kari Wagner shall perform the services described in this Agreement.

Kari Wagner 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 Kari Wagner from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR QUALIFICATIONS AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Wallace Group (CONSULTANT)

By: 
(Signature)

Thomas Zehnder, PE 72702
(Typed Name)

Chief Operating Officer
(Title)

SEASIDE COUNTY SANITATION
DISTRICT

By: _____
(Signature)

Craig Malin

District Manager
(Title)

EXHIBIT A-SCOPE OF WORK

Scope of Work for Del Monte Boulevard Sewer Line Upgrade Project

Project Description (from the District's CIP Project Information Sheet):

The Del Monte Boulevard Sewer Line Upgrade Project proposes to replace and re-route an existing sewer main in Fremont Boulevard (See Near-Term CIP #5 from the 2011 Sewer Master Plan and Rate Study). The existing sewer main has potential for overflow due to insufficient capacity. Relocating the new sewer in Del Monte Boulevard allows for multiple existing sewer mains to be abandoned and consolidated, and limits construction in Fremont Boulevard, which is costly due to the thickness of the existing asphalt concrete pavement and concrete in the roadway. The total length of the proposed 15-inch diameter sewer main is approximately 3,200 linear feet. The proposed sewer main is sized to accept future flows. In addition, the project will include preliminary investigation of re-routing the Tioga Lift Station wastewater flows through a new gravity sewer main in Tioga Avenue and tie into the new sewer main on Del Monte Boulevard. This project will include, if determined feasible, the design of an additional 850 LF of sewer main (pipe diameter to be determined), and abandonment of the Tioga Lift Station.

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, 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. For clarity, regular progress meetings may be conducted via telephone conference call in lieu of in-person meeting. However, the Project kick-off meeting (one meeting) and progress meetings specifically related to the deliverables (four meetings) shall be in-person and held at the District's office.

Task 02 – Preliminary Investigations, Research, and Preliminary Engineering

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, including detailed base mapping. The Design Consultant shall take steps reasonably necessary to ascertain the nature of the Project site and the design considerations.

Additionally, the Design Consultant shall perform, or have performed by a qualified subconsultant, the following preliminary engineering to support the Project:

- Geotechnical Investigation with Recommendations for the following:
 - o Subsurface and Soil Conditions
 - o Groundwater and Dewatering
 - o Groundwater Sampling
 - o Sheet piling, Shoring, and Bracing
 - o Structural Pavement Section Design
- Subsurface Utility Locating and Potholing

Task 02.1 Pothole Work

The Design Consultant will coordinate potholing along the pipeline corridor in specific areas. Since utility research has not been completed and Del Monte Boulevard is a congested and busy street, the number of potholes required is unknown at this time. As such, we recommend that this task be on a time and materials basis, as defining the pothole scope will be difficult to do at this proposal stage. We are teaming with MGE Underground, Paso Robles, California; they are a reputable contractor, and we have an established working relationship with MGE. They have the equipment to perform potholing by vacuum extraction which will be much less invasive than using heavy excavation equipment. The Design Consultant will coordinate the entire potholing effort. Please note, if there is a reputable pothole contractor that is local, the Design Consultant is willing to use the local contractor to reduce project costs.

To assist the District with budgeting for this task, we expect that potholing services will be conducted based on a daily rate for services. We have provided estimated daily rates and have also added services on a per-pothole price, in the event there may be one or two potholes required outside of a full day's work. If a more local contractor is identified, these daily rates can be refined at that time.

We propose to field locate utilities once potholed, by the swing-tie method; the utility pothole will be measured from three different directions and known surveyed points (such as a water valve lid, hydrant, light pole, etc.). Depth will be recorded by the pothole Contractor.

Wallace Group and the Contractor will work together to apply for any encroachment permits required by the City of Seaside.

MGE will saw cut or core an opening into the existing asphalt, provide back fill sand and cold patch asphalt over the excavation holes for temporary use. Once the potholing is complete the cold patch will be removed, and the final repair will be made using 2-sack slurry with asphalt patch. Re-striping, if required, will also be by the Contractor. MGE will need water for this operation and will seek water from the City of Seaside. Excavated spoils will be hauled off site under the responsibility of the Contractor.

Assumptions:

- The designated pothole locations will be marked, and the USA Ticket is secured by the Design Consultant.
- Production is expected to be 4 to 5 potholes per day.

- Daily rates will be based on prevailing wage at the job site;
- The onsite work hour is for an 8-hour day, and during normal business hours; 7 a.m. – 4 p.m.
- No Caltrans permit is required

Traffic Control. MGE will work with a local traffic safety/control firm for traffic control services during potholing. The estimated cost is \$1,800 per 8-hour day for a lane closure and two personnel.

The pothole costs are presented as a daily cost for the pothole work, including the Design Consultant's support services, as follows:

Daily Rates:

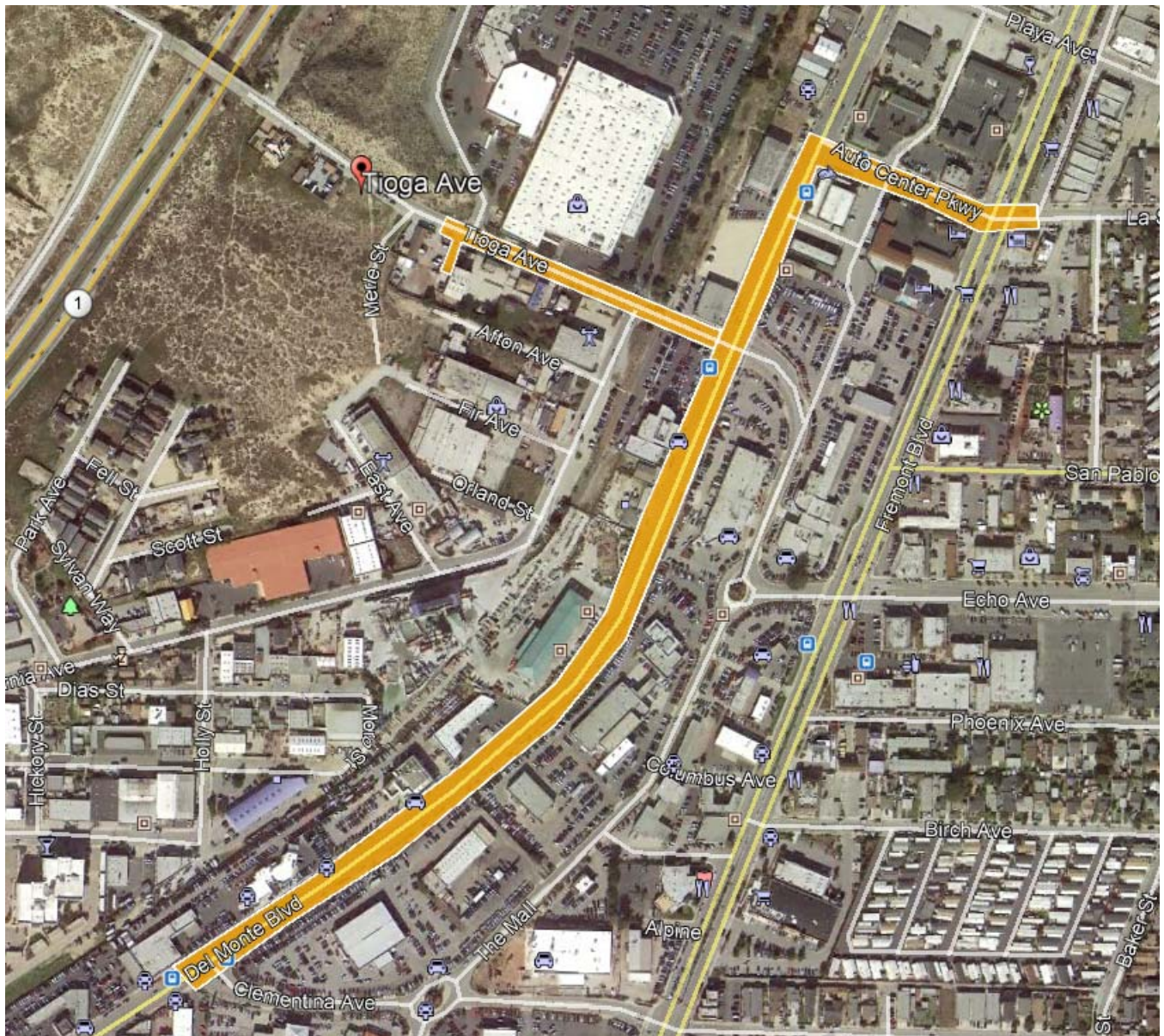
- \$7,700/day (MGE), including full pavement restoration
- \$2,100/day (traffic control, includes 15% markup by Design Consultant)
- \$1,450/day (assumes one field day of 10 hours, plus Project Manager coordination time, plus travel;/mileage)
- Total daily rate (excluding permit fees), \$11,250
- City Encroachment Permit Fee (to be determined)

Deliverables:

Utility Locating and Pothole Report

Task 02.2 Topographic Survey

The Design Consultant will perform a topographic survey in support of the engineering and design of the proposed Del Monte Sewer Project. The topographic survey will be mapped at a one-foot contour interval and will include major features such as pavement markings, sidewalk, driveway delineation to 5 foot beyond approximate right of way line, curb, flow line, and lip of gutter, concrete flatwork, grade breaks; visible survey monuments based on a search of County Surveyor index; power poles, fire hydrants, water valves, public utility boxes and vaults, manholes, rim elevation and inverts, drop inlets, catch basins, approximate pipe sizes and direction of pipe, paint markings which indicate the presence of underground utilities, and other utilities; parking meters, driveways, walls, railings; trees 4" in diameter and greater and other items according to standard practice. Refer to Figure below for an approximate delineation of the extent of survey for this Project.



Along each of the above portions of streets we will plot the record location of the right of way based on record survey maps on file with the County Surveyor's Office. If additional research is required to plot the record right of way, such as using Preliminary Title Reports as a research tool, we will discuss this with the City and determine if the additional research is required for the design and process a contract amendment if the additional research is needed. The property lines that adjoin the right of way will be plotted based on Assessor Parcel Maps.

The topographic survey will be accomplished by using field survey techniques. The field survey of the traveled way within the streets will be accomplished using remote sensing. This will be carried out using a Trimble SX10 Scanning Total Station with the capture of a dense point cloud. Utilizing this data collection technique will keep field survey staff away from vehicular traffic, increase the efficiency of the field survey and help ensure the safety of field staff and

the traveling public. For safety reasons, a traffic safety and control sub-consultant will be used to provide traffic signage and control while the storm and sanitary sewer structures are opened so that inverts can be measured.

The survey CADD file will be provided at a scale of 1"=40'. The horizontal datum will be based upon NAD 83. The vertical datum will be based upon NAVD 88.

Assumptions:

- The existing Right of Way lines are consistent with the available record maps on file with the Monterey County Surveyor's Office.
- Procurement and reviewing of Preliminary Title Reports will not be necessary for this project and is excluded from this scope of services.

Deliverables:

- Electronic files of the survey mapping in both PDF and Civil 3D 2017 file format

Task 02.3 Geotechnical Services

In conjunction with Earth Systems Pacific, the Design Consultant will provide the following geotechnical services in support of the design for this Project:

- Geotechnical investigation, consisting of up to eight (8) borings (to 15-foot depth) along the proposed alignment. The field effort is budgeted based on a single day of drilling and traffic control. ESP will obtain the USA ticket prior to drilling and will work closely with the Design Consultant to obtain any encroachment permits. ESP will obtain the services of Statewide Traffic and Safety and Signs (Statewide) for traffic control and flagging services.
- Pavement Section/R Values. Earth Systems will provide recommendations for R Value and appropriate Pavement Section.
- Dewatering recommendations
- City Permitting. The geotechnical exploration will require a City Encroachment Permit.

Task 03 – Preparation of Construction Contract Documents

The Design Consultant will prepare and complete four (4) design deliverable packages of Construction Contract Documents consisting of a Preliminary Design Memorandum and 30% design, 60%, 90% and Final Sets. The four (4) design deliverables are defined by, at a minimum, as follows:

Preliminary Design Memorandum and 30% Design Deliverable:

- 1) Preliminary Investigation Report for Tioga Lift Station
- 2) Cover Sheet, Key Map, Vicinity Map, Limits of Work, Sheet Index, General and Construction Notes
- 3) Topographic Survey
- 4) Existing Plan View with proposed sewer alignment, no profiles
- 5) Front End Documents (It is assumed the SCSD will furnish the Front-end Documents, the Design Consultant will prepare the Bid Schedule and the Measure and Payment)

6) List of Technical Specifications

60% Design Deliverable:

- 1) Cover Sheet, Key Map, Vicinity Map, Limits of Work, Sheet Index, General and Construction Notes
- 2) Topographic Survey
- 3) Existing Plan View:
 - a. Ownership Lines
 - b. Water Services and Appurtenances
 - c. Sewer Services and Appurtenances
 - d. Electrical, Telephone, and Communication Lines, Boxes, and Services
 - e. Street Centerlines
 - f. Fire Services and Hydrants
 - g. Lot Lines
 - h. Right-of-Way Lines
 - i. Street Names
- 4) Existing Profile:
 - a. Existing Water Mains
 - b. Existing Sewer Mains
 - c. Horizontal and Vertical Scales
 - d. Elevation Scales
 - e. Existing Grades, Existing Pavements
 - f. Existing Utility Crossings with Elevations
- 5) Proposed Plan View:
 - a. Dimensioning
 - b. Stationing
 - c. Sewer Main Diameters/Sizes and Lengths
 - d. Sewer Laterals (if necessary)
 - e. Sewer Manholes
- 6) Proposed Profile:
 - a. Stationing
 - b. Sewer Main Diameters/Sizes and Lengths with Inverts
- 7) Front-End Documents
- 8) Technical Specifications (Reflective of 60% Design Inclusions)

90% Design Deliverable:

- 1) Cover Sheet, Key Map, Vicinity Map, Limits of Work, Sheet Index, General and Construction Notes, Proposed Sewer Data Table, Proposed Coordinate Table, Reference Data, Abandonment/Retirement Data
- 2) Proposed Plan View:
 - a. 60% Design Deliverable Items
 - b. Special Plan Notes

c. Caution Call-Outs

- 3) Temporary Traffic Control with Detour Plans
- 4) Temporary Sewer Bypass Plan (if necessary, during tie-ins and connections)
- 5) Resurfacing and Pavement Restoration Plans
- 6) BMPs, Storm Drain Inlet Protection(s)
- 7) Miscellaneous Details
- 8) Technical Specifications (Reflective of 90% Design Inclusions)
- 9) Engineer's Opinion of Probable Construction Costs (EOPCC)
- 10) Utility Locating and Potholing Report
- 11) Anticipated Detailed Construction Schedule with Milestones

Final Design Deliverable:

- 1) Final Front-End Documents
- 2) Final Technical Specifications
- 3) Final Design Drawings
- 4) Final EOPCC
- 5) Obtained Necessary Permits

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 design 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 all four (4) 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 (30%, 60%, 90% 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 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) complete electronic file set of the final front-end and technical specifications in MS Word processing software format.
- 4) Any and all AutoCAD files in the latest available version (unless otherwise requested).
- 5) One (1) complete set of engineering 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 – Permitting (Non-Environmental)

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 potential 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.

TO BE PROVIDED BY THE CLIENT

- Available utility system record drawings
- CEQA/NEPA Environmental Review (by Harris & Associates)

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Permit Fees
- Public meetings, Seaside County Sanitation District Board meetings
- Right of Way Survey/Research
- Pre-bid meeting
- Organize and attend a pre-bid conference, prepare agenda and minutes, sign in sheet
- Maintain plan holders' list
- Prepare bid notice for advertisement in local newspaper, distribute bid documents to local plan rooms
- Conduct public bid opening
- Review and analyze bids received, provide recommendation to award
- Pre-construction meeting
- Engineering support during construction
- Structural Observation Services
- Special Construction and Inspection Services
- CEQA/NEPA Environmental Review
- Preparation of Legal Descriptions/Easements

EXHIBIT B – FEE PROPOSAL

Wallace Group Team Resource Estimate for the Seaside County Sanitation District - Del Monte Sewer Upgrade														
									BUDGET SUMMARY					
PH#	TASK DESCRIPTION	PRINCIPAL ENGINEER HRS	DIRECTOR HRS	DESIGN ENGINEER HRS	ASSOCIATE ENGINEER HRS	TWO MAN SURVEY CREW HRS	SENIOR LAND SURVEYOR HRS	SURVEY TECHNICIAN HRS	Earth Systems Pacific Cost	MGE Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$190	\$175	\$155	\$105	\$280	\$170	\$139						
1.0	PROJECT MANAGEMENT AND TECHNICAL MEETINGS													
1.1	Project Management		24									24	\$4,200	\$4,200
1.2	QA/QC	20										20	\$3,800	\$3,800
1.3	Meetings and Site Visits		28	8							\$482	36	\$6,140	\$6,622
2.0	Preliminary Investigations, Research, & Preliminary Engineering													
2.1	Pothole Work		8							\$23,500		8	\$1,400	\$1,400
2.2a	Survey Travel, Lodging and per Diem					7	1	1			\$2,372	9	\$2,269	\$4,641
2.2b	Topographic and Boundary Survey (3,400 L. FT.)					43	16	60				119	\$23,100	\$23,100
2.3	Geotechnical Services		4						\$17,500			4	\$700	\$700
3.0	Preparation of Construction Contract Documents													
3.1	Preliminary Design Memo and 30% Design Deliverables		8	40	80							128	\$16,000	\$16,000
3.2	60% Design Deliverable		8	50	120							178	\$21,750	\$21,750
3.3	90% Design Deliverable		4	30	80							114	\$13,750	\$13,750
3.4	Final Design Deliverable		2	16	40						\$1,000	58	\$7,030	\$8,030
4.0	Coordination and Compliance with Stakeholders		12									12	\$2,100	\$2,100
5.0	Permitting (Non-environmental)		6		12							18	\$2,310	\$2,310
6.0	Environmental Permitting Support		6		12							18	\$2,310	\$2,310
7.0	Bid Phase Services		4	24	6						\$161	34	\$5,050	\$5,211
	SUB-TOTALS	20	114	168	350	50	17	61	17500	\$23,500	\$4,014	780		
	WALLACE GROUP LABOR COSTS	\$3,800	\$19,950	\$26,040	\$36,750	\$14,000	\$2,890	\$8,479						\$111,909
	WALLACE GROUP DIRECT COSTS													\$4,014
	SUBCONSULTANTS TOTAL COSTS								\$17,500	\$23,500				\$41,000
	SUBCONSULTANT OVERHEAD @	15%												\$6,150
	TOTAL													\$163,073

Task Budgets may fluctuate within Overall Budget

EXHIBIT C-REQUEST FOR QUALIFICATIONS



Date: August 19, 2017

SEASIDE COUNTY SANITATION DISTRICT

**Request for Qualifications
For Professional Services to Implement
Capital Improvement Program**

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

Submittal Deadline:
September 14, 2017 at 3:00 PM PDT

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
SEASIDE COUNTY SANITATION DISTRICT
AUGUST 19, 2017**

The Seaside County Sanitation District (the District) is requesting proposals from qualified and experienced firms to provide professional services to implement capital improvements for the sewer collection system, hereinafter referred to as “CIP projects.” The selected firm, hereinafter referred to as “the Consultant,” will be responsible for preparing construction documents for various CIP projects programmed each fiscal year, pending available budgets.

The District intends to select up to three (3) firms with which to negotiate a contract based on the responses to this Request for Qualification (RFQ). Responses to this RFQ will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified below. The duration of the contract is for three years with the possibility of two one-year extensions by mutual agreement of the District Board and proposer.

I. BACKGROUND

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

II. SCOPE OF WORK

The primary objective of the work is the implementation of CIP Projects identified by the District. Selection will be based on demonstrated expertise in master planning, civil engineering design, survey, geotechnical engineering, GIS services, landscape architecture and project management of wastewater collection facilities. All proposing firms must be professionally engaged in the project management, design and construction of capital projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Civil Engineering
2. Master Planning
3. Geotechnical Engineering
4. Surveying
5. Landscape Architecture
6. Project Management

The proposed scope of services may include:

- Master planning of wastewater facilities and assisting with the prioritization of the CIP.
- Perform field investigations to determine existing conditions. This shall include potholing to accurately locate existing utilities and geotechnical investigations to determine soil conditions.
- Prepare engineered plans, technical specifications, and engineer's cost estimates for the proposed improvements. Design all of the improvements including restoring the roadway, and if necessary, relocating existing utilities.
- Prepare documents describing legal boundaries.
- Coordinate with private utilities for potential relocation of utilities, such as electrical, gas, water, and telecommunications.
- Present plans at public meetings, such as the District Board meetings, when necessary.
- Obtain permits from other entities, such as Caltrans, as necessary.
- Provide project support during the bid phase.
- Provide project support during the construction phase. This may include providing oversight as a Resident Engineer during construction.
- Prepare as-built drawings or record drawings.
- Assist the District in preparing environmental documents, if any.
- Provide project status reports that accurately communicate budget and schedule to District staff in a timely manner.
- Assist District staff with updating the wastewater collection GIS database.
- Provide landscape architecture services for projects that require planting.

The following documents have been completed:

1. *Sewer Master Plan*, dated May 10, 2011 (the SMP)
2. *Sewer System Management Plan*, updated August 2017 (the SSMP)

The DISTRICT has compiled some of the sewer collection system information in electronic format. The file format is ESRI ArcGIS, version 10. Current GIS information, approximately 1.5 gigabytes, and the SMP and the SSMP are available by DVD for a cost of \$5.00 plus shipping, if necessary.

Attachment A contains a copy of the Seaside County Sanitation District's Standard Consultant Agreement, which includes the District's standard terms and conditions and insurance requirements applicable to the performance of this work.

III. FORM AND CONTENT OF PROPOSAL

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

The SOQ must be concise (maximum 20 pages) and include the following information:

Section 1: Firm Profile

A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.

Section 2: Project Team

A one page organizational chart depicting the staffing proposed by the firm and a summary of the qualifications and experience of each member proposed to provide professional services.

Section 3: Relevant Project Experience

Provide a brief summary of relevant project experience and experience with delivering projects under an on-call contract, specifically delivering multiple projects on similar timelines.

Section 4: References

Provide a list of references of relevant clients, including a contact person with their current telephone number and email address.

Section 5: Fee Schedule (Sealed Envelope)

One page fixed fee schedule for the two-year period that includes the hourly rate for each classification of employees who will be assigned to the projects and the fees for related support costs (mileage, prints, reproductions, etc.) The fee schedule must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria. Hourly rates will not change for one year of agreement and are allowed on an annual adjustment based on the Consumer Price Index (CPI) for the region.

The Fee Schedule will not be counted towards the 20-page limit.

IV. QUESTIONS AND ADDENDA

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

Mr. Frank Lopez (831) 233-9242
Frank.Lopez@weareharris.com

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the District by **August 30, 2017**. Any District response to such a request will be made in the form of an addendum to this RFQ and will be sent by e-mail or faxed to all parties to whom this RFQ has been issued prior to the proposal due date. All addenda shall become part of this RFQ.

All correspondence for this RFQ will be by email. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email

contact information to Mr. Lopez at the email address listed above if your firm intends to submit a Proposal.

V. SUBMITTAL OF PROPOSALS

Please submit five (5) hard copies and one (1) electronic copy on a CD of your Proposal, identified on the outside of the envelope as "**Proposal for Professional Services**" to arrive at the District's offices not later than 3:00 p.m. Pacific Time on September 14, 2017, addressed as follows:

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

Proposals received by the District after this deadline will not be accepted and will not be accepted if submitted by FAX or email.

All material submitted in accordance with this RFQ becomes property of the District and will not be returned.

VI. SELECTION PROCESS

DISTRICT staff will evaluate proposals according to the following criteria. 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 consultant's strategy for carrying out the required work tasks to accomplish these objectives. (25 points max)
2. Past experience and performance of the 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 RFQ format. (15 points max)
5. Record of performance, including results of reference checks. (10 points max)
6. Ability to facilitate face to face meetings and ability to be responsive. (10 points max)

Total Possible Points: 100

Proposals will be ranked on the basis of qualifications. The District may conduct interviews with some or all of the 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. If interviews are conducted, Consultants selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SCHEDULE

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

Release of RFQ	August 19, 2017
Request for Clarification Deadline	August 30, 2017
Submittal Deadline	September 14, 2017
Proposer Interviews (if necessary)	September 21, 2017
Award of Consultant Contract	October 10, 2017

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 Qualifications. Additionally, the DISTRICT may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ 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 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 RFQ process, the DISTRICT will select a Consultant with which to enter into negotiations for the assignments described. The selected 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, which is contained in Attachment A.

X. INSURANCE REQUIREMENTS

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

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

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

XI. EXAMINATION OF PROPOSED MATERIAL

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

XII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of the Seaside County Sanitation District. At such time as the District Manager recommends a Consultant to the District Board all proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The 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 Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the DISTRICT will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

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 Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;

- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the Seaside County Sanitation District;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ 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 Seaside County Sanitation District.

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the Seaside County Sanitation District's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the Seaside County Sanitation District's Standard Consultant Agreement should be included in the proposal. The

DISTRICT reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

- B. This RFQ 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 Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the Seaside County Sanitation District;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ 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 RFQ process. The DISTRICT may contact references listed or any other person known to have contracted with 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 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 RFQ at any time should the project be cancelled, the DISTRICT loses the required funding, or it is deemed in the best interest of the Seaside County Sanitation 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 an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the DISTRICT may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

Attachment A – Draft Consultant Agreement



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
SEASIDE COUNTY SANITATION DISTRICT**

ADDENDUM No. 1

August 28, 2017

Notice is hereby given that the Request for Qualifications has been revised as prescribed by this addendum. This addendum shall be signed by the Consultant and attached to the Statement of Qualifications. Please note that this addendum will not be counted towards the page limit.

This addendum has been sent to all "Potential Submitters" via email and also posted on the City of Seaside website.

If there are any questions regarding this addendum, contact Frank Lopez of Harris & Associates via email *Frank.Lopez@WeAreHarris.com* or phone (831) 233-9242.

Project Manager/District Representative

Frank S. Lopez, PE, QSD, CFM

Consultants shall acknowledge receipt of the Addendum by signing and dating below and including the Addendum with your SOQ submittal.

Consultant Acknowledgment

Consultant Authorized Representative

Date

SCSD RFQ
Addendum #1 - 8/28/2017

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES
SEASIDE COUNTY SANITATION DISTRICT
ADDENDUM #1**

QUESTIONS FROM CONSULTANTS

Please see the following for clarifications, modifications, answers to questions and additional work about the specifications and contract documents for this project.

This addendum shall become part of the project Contract Documents.

- Q1:** Does Seaside County Sanitation District want an environmental consultant as a subconsultant on the team or does the District have a specific environmental consultant already selected that we would work with?
- A1:** Section II. Scope of Work list "Assist the District in preparing environmental documents, if any." Therefore, include an environmental subconsultant on your team.
- Q2:** For the fee schedule (Section 5, page 4) it limits it to 1 page. Can this be more than one page and do you need our subconsultant fee schedules in addition to ours?
- A2:** The Fee Schedule can be more than one page and must be included in separate sealed envelope.
- Q3:** Do we need to provide all of the listed services, or can some of the items be skipped (like landscape architecture)?
- A3:** All services should be addressed in your SOQ. Failure to provide demonstrated qualifications for the requested services would be considered in the evaluation of your proposal.
- Q4:** Is it acceptable for a prime/sub consultant team to demonstrate coverage over the 6 disciplines in the Scope of Work or is the District's expectations that a single firm provide these service capabilities?
- A4:** The District would like all services covered. The use of subconsultants to address the requested services is at the discretion of the Prime Consultant.
- Q5:** The Selection Process (Section VI, Page 5) appears to evaluate proposals (SOQ?) based on an Understanding of the Scope of Work, and specifically appears emphasizes the importance of conformance to the RFQ format (by way of 15 points). However, the Form and Content of the proposal does not include any place for inclusion of the understanding and familiarity with applicable processes.
- A5:** Section 2: Project Team is hereby revised per the following:

A one page organizational chart depicting the staffing proposed by the firm and a summary of the qualifications and experience of each key member proposed to provide

professional services. Include a one page understanding of the Districts projects and objectives, and the Teams ability to service this contract.

Q6: Is it possible to get an electronic download of the actual CIP's to be implemented over the next 5 years? Are CIP's only listed in the SMP? Has this changed from the CIP listed in the SSMP?

A6: The CIP is located here: <http://www.ci.seaside.ca.us/370/Capital-Improvement-Program>
The CIP list is based on the 2011 Sewer Master Plan and has been updated per the most recent SSMP. It should be understood that projects may be reprioritized and the CIP may be updated based the Districts needs and other factors (e.g., development).

Q7: Is there any environmental reviews required or envisioned for any of the CIP's to be implemented over the next 3 to 5 years?

A7: Yes.

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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